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[INSERT NAME FOR EACH FACILITY]

# **EMPLOYEE HANDBOOK**

# EMPLOYEE HANDBOOK

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## **WELCOME**

We would like to take this opportunity to welcome you as you join our team of dedicated employees. It is our goal to provide you with a supportive and rewarding work environment along with a comprehensive and competitive benefit package. We hope that this Employee Handbook will answer most of your questions, but feel free at any time to contact your Department Head, Administrator or Human Resources.

Our commitment to providing care with dignity begins and ends with you, our valued employee. Once again, welcome, and we wish you the best of luck as you begin your new position.

## **MISSION STATEMENT**

We see ourselves as an integral part in the continuum of care. Our delivery of services is adaptable to the provision of present and future care needs of our residents.

Our goal is to provide a highly skilled and supportive environment through which we can foster dignity, independence and self-determination to the fullest extent of our residents. Our employees, representing many disciplines, work together as an integrated clinical team to exceed expectations.

We are firmly committed to providing our services within available resources consistent with achievable goals.

## **INTRODUCTION**

This Employee Handbook is not a contract. The language used in the Handbook is not intended to create or to be construed as a contract. Instead, it is solely informational in nature and is subject to change by the Company from time-to-time without prior notice. By the date set forth in the lower right-hand corner of each page, this Handbook modifies any and all preexisting rules, benefits, policies and procedures, whether written or otherwise. If you have any questions about the Handbook or any of the policies, please speak with your Department Head, Administrator or Human Resources.

No policy contained in this Handbook should be construed to limit your right to engage in any activity protected under applicable law including, but not limited to, Section 7 of the National Labor Relations Act. This Handbook was written with the intention of complying with all current federal, state and local laws and regulations. If there is a discrepancy between this Handbook and applicable law, then the law governs. In addition, in the event of a conflict, any applicable collective bargaining agreements will supersede any policies and procedures in this Handbook.

It is your responsibility to read and understand this Handbook. For matters not covered in this Handbook, they will be handled as the Company believes appropriate under the circumstances. If you have any questions about the Handbook or your employment rights in general, please speak to your Department Head, Administrator or to Human Resources.

## **KEY POLICIES**

### **AT-WILL EMPLOYMENT**

Nothing in this Handbook should be construed as a promise or guarantee of continued employment. Unless you are subject to a Collective Bargaining Agreement, your employment with the Company is at-will. That means you may terminate your employment with the Company at any time and for any reason. The Company may also terminate your employment at any time and for any reason.

At-will employment also means that the Company may make decisions regarding your other terms of employment with or without advance notice and for any reason including, but not limited to, demotion, promotion, transfer, compensation, benefits, duties and location of work.

Only the Administrator is authorized to modify your at-will employment or enter into any agreement contrary to this policy. Any such modification must be in writing and signed by the Employee and Administrator.

### **EQUAL EMPLOYMENT OPPORTUNITY**

The Company is an equal employment opportunity employer. It is our policy to ensure equal employment opportunity to all qualified persons without regard to race, color, national origin, ancestry, citizenship status, religion, sex, pregnancy, age, disability, military status, unfavorable discharge from military service, order of protection status, marital status, sexual orientation, gender identity or expression, genetic information and testing or any other protected characteristic. We hold all employees responsible for supporting the concept of equal employment opportunity as well.

Any employee who has questions regarding our policy or feels that we are failing in our dedication to equal opportunity should contact his or her Department Head, Administrator or Human Resources. Please follow the complaint procedure set forth in the Company's Anti-Harassment policy and, if necessary, the reconsideration process. The Company will likewise be guided by that policy's procedures and prohibition against retaliation.

### **NON-DISCRIMINATION POLICY**

It is the Company's policy to provide service to all persons without regard to race, color, national origin, disability or age in compliance with Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973 and the Age Discrimination Act of 1975. 45 CFR (80, 84 and 91). Other agency guidelines prohibit discrimination on the basis of religion and sex. The same requirements are applied to all, and there is no distinction in eligibility for, or in the manner of, providing service. All persons and organizations having occasion either to refer persons for services or to recommend our services are advised to do so without regard to the person's race, color, religion, disability, age or national origin.

The person designated to coordinate compliance with Section 504 of the Rehabilitation Act of 1973 is the Administrator.

## **REASONABLE ACCOMMODATION OF DISABILITIES**

The Company makes reasonable accommodations for qualified employees with disabilities unless doing so creates an undue hardship, in accordance with all legal requirements. Applicants or employees who require an accommodation to perform the essential functions of their job should contact their Department Head, Administrator or Human Resources to request that accommodation. The Company will work with the individual to attempt to identify a reasonable accommodation that will not impose an undue hardship on the Company. The Company may require supporting information or documentation.

Please direct any questions or concerns regarding this policy to your Department Head, Administrator or Human Resources.

## **ANTI-HARASSMENT POLICY**

It is the Company's policy to maintain a working environment free from sexual harassment or other discriminatory harassment whether based on race, color, national origin, ancestry, citizenship status, religion, sex, pregnancy, age, disability, military status, unfavorable discharge from military service, order of protection status, marital status, sexual orientation, gender identity or expression, genetic information and testing or any other protected characteristic.

We intend to provide a work environment that is pleasant, professional and free from intimidation, hostility or other offenses that might interfere with your employment or work performance. Discriminatory harassment – whether verbal, non-verbal, visual or physical – will not be tolerated. All employees have a responsibility for keeping the Company's work environment free of such harassment. Any employee found to have engaged in any form of discriminatory harassment will be subject to appropriate disciplinary action, up to and including termination of employment.

### **Prohibited Conduct**

This policy prohibits all improper conduct, whether or not the conduct is unlawful. The Company encourages early reporting and resolution of complaints to avoid continuous improper conduct. Prohibited conduct includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, slurs, jokes or comments based on sex or any other protected characteristic that is derogatory, offensive or unwelcome;
- Visual conduct such as e-mail, posters, photography, cartoons or drawings based on sex or any other protected characteristic that is derogatory, offensive or unwelcome. This includes, but is not limited to, displaying, storing or transmitting racist, discriminatory, pornographic, sexually explicit or sexually suggestive photographs or images;
- Non-verbal conduct such as obscene or suggestive gestures based on sex or any other protected characteristic that is derogatory, offensive or unwelcome;
- Unwelcome sexual advances or propositions;
- Demands for sexual activity or sexual favors in exchange for favorable treatment, continued

employment or promotion; or

- Physical conduct such as indecent exposure, pinching, slapping, assault (fear of imminent bodily harm), battery (unpermitted touching), or blocking an individual's normal movement because of his or her sex or any other protected characteristic.

### **Individuals Covered**

This policy applies to all employees at each and every level of the Company. It also applies to job applicants and to Company visitors, clients, consultants, vendors or suppliers who work with or have contact with Company employees (hereafter, collectively referred to as "non-employees"). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting off company premises and at Company social events.

### **Complaint Procedure**

Any employee who believes that she or he has been subjected to discriminatory harassment by a co-worker, Department Head or any non-employee should immediately report the incident to his or her Department Head, Administrator or Human Resources. The Corporate Compliance Hotline (1-877-772-6744) may also be utilized to report such issues.

Any non-employee who believes that she or he has been subjected to discriminatory harassment should report the incident to the Administrator or Human Resources. The Corporate Compliance Hotline (1-877-772-6744) may also be utilized to report such issues.

The complainant should put her or his complaint of harassment in writing, sign it and include details of the incident(s), the individuals involved and any witnesses. The Company takes matters of discriminatory harassment very seriously. The Company will promptly investigate all complaints and take appropriate action based on that investigation. Absolute confidentiality cannot be guaranteed. However, every effort will be made to handle all complaints and investigations with as much delicacy and confidentiality as circumstances permit.

### **Complaint Resolution and Corrective Action**

Upon completing its investigation, the Company will communicate its findings and intended actions to the complainant and alleged offender. Any individuals whom the Company finds to have violated the Anti-Harassment policy will be disciplined, up to and including termination of employment. Disciplinary action may also include, but is not limited to, temporary suspension without pay, demotion, withholding of promotion, anti-harassment training, sensitivity training, decrease in salary or wage rate and other corrective action.

The Company's ability to discipline a non-employee who violates the Anti-Harassment policy is limited by the degree of control, if any, that the Company has over the individual. The Company will take the steps that are at its disposal to address the situation and attempt to prevent any reoccurrence or escalation of improper conduct.

## **Informal Complaints and/or Informal Resolution**

Any member of management who becomes aware of informal complaints, potentially harassing conduct or any attempts to informally resolve such complaints/conduct must immediately advise the Administrator and Human Resources. These parties need to be made aware of informal complaints or potentially harassing conduct to determine if there is any pattern of harassment by a particular individual. Together, Human Resources and the Administrator will determine whether the informal resolution is sufficient or whether the conduct needs to be formally investigated and written-up.

## **Reconsideration Process**

If any person directly involved in the investigation is dissatisfied with the outcome or resolution, that individual has the right to request reconsideration within 14 days of when the outcome was communicated. The individual must make a written request for reconsideration that states the reasons why she or he believes the matter was not adequately or properly resolved and sign and submit the request to the Administrator or Human Resources. The Company will address the request for reconsideration in writing.

## **Prohibition Against Retaliation**

No employee will be retaliated against for making a complaint, bringing inappropriate conduct to the Company's attention, or for participating in the Company's investigation of the complaint or conduct. If an investigation reveals that an employee knowingly made false accusations or knowingly provided false information, however, that employee will be subject to appropriate disciplinary action, up to and including termination of employment.

If the Company determines that an employee retaliated against another employee for reporting or participating in its investigation, the retaliating employee will be subject to appropriate disciplinary action, up to and including termination of employment.

## **WORKPLACE VIOLENCE**

The Company's commitment to workplace safety includes a commitment to providing a workplace that is free of threats or acts of violence, and to protecting its employees and residents from such conduct on its premises. In keeping with this commitment, the Company has zero tolerance for employees, independent contractors, residents, visitors or vendors who make threats, engage in threatening behavior, or commit acts of violence against others in the workplace or while on Company property. As part of this policy, the Company seeks to prevent workplace violence before it begins and reserves the right to deal with behavior that suggests a propensity towards violence, even prior to any violent behavior occurring.

To keep the workplace free of violence, every employee needs to take personal responsibility for being aware of and reporting potentially violent behavior. Therefore, the Company requires all employees to report any incident involving threats or acts of violence immediately to their Department Head, Administrator or to Human Resources. The matter will be investigated and any appropriate corrective action taken. The Company will take any and all action that is necessary, including referrals to the appropriate law enforcement agencies, to assure that our workplace is and remains violence free.

To assist the Company in its efforts to maintain a violence-free workplace, employees are strongly encouraged to notify their Department Head, Administrator or Human Resources if any restraining order is in effect, or if a potentially violent situation exists outside of work that could result in violence in the workplace. The Company will not tolerate any retaliation against any employee that makes a good faith report concerning any actual or perceived threat of violence. If an investigation reveals that an employee knowingly made false accusations or knowingly provided false information, however, that employee could be subject to appropriate disciplinary action, up to and including termination of employment.

Every threat of violence is serious and must be treated as such. Threatening behavior can include such actions as:

- throwing objects;
- making a verbal threat to harm another individual or destroy property;
- making menacing gestures;
- expressing significant grudges against co-workers, independent contractors, residents, visitors or vendors;
- displaying an intense or obsessive romantic interest that exceeds the normal bounds of inter-personal interest;
- attempting to intimidate or harass other individuals; or
- behavior indicating that the individual is significantly out of touch with reality and that s/he may pose a danger either to himself or herself or to others.

The Company expressly forbids firearms and other weapons at the facility or in employee-owned vehicles when being used for Company business. Weapons include, but are not limited to, guns, knives, explosives and toxic substances. No one may carry a gun of any variety, knife or other type of weapon on Company property. Additionally, no weapon may be stored in the facility, in surrounding areas (including parking areas) or in Company vehicles. However, employees who are licensed to carry a concealed weapon in Illinois may store a firearm if it is locked in the trunk, in the glove compartment or console of the car, or locked in a firearm carrying box or other locked container that is out of view.

Employees in violation of this policy will face corrective action up to and including termination of employment.

## **ANTI-BULLYING POLICY**

The Company considers workplace bullying unacceptable and will not tolerate it under any circumstances. Workplace bullying can cause the loss of trained and talented employees, reduce productivity and morale, and create legal risks. The Company believes all employees should be able to work in an environment free of bullying and will not tolerate behavior to the contrary.

For purposes of this policy, workplace bullying is defined as any intentional, malicious or abusive conduct by one or more employees directed at another employee or employees at work or in the course of employment, which a reasonable person would find harmful, intimidating, offensive, degrading or humiliating. Common examples of workplace bullying include, but are not limited to:

- Stalking or behaving in a physically threatening, intimidating or abusive manner;
- Yelling or shouting in a threatening, intimidating, abusive or hostile manner;
- Derogatory name calling or profanity;
- Treating employees in a rude and disrespectful manner;
- Unwelcome joking or teasing, including a refusal to stop when requested;
- Cyber-stalking or cyber-bullying through e-mails, texts, internet posts or other internet use;
- Other inappropriate comments or conduct, whether direct or indirect, which could reasonably be regarded as undermining an employee's dignity.

This list is not exhaustive. The Company retains the right to determine on a case by case basis, in its sole discretion, whether any alleged conduct is workplace bullying.

Any employee who is the victim of workplace bullying or any employee who witnesses workplace bullying shall immediately report such behavior. Please use the complaint procedure set forth in the Company's Anti-Harassment policy.

Any violation of this policy, including the failure to report or address suspected workplace bullying, can result in discipline, up to and including termination.

This policy shall be read and applied in conjunction with the Company's Anti-Harassment and Workplace Violence policies.

## **EMPLOYEE COMMUNICATION AND COMPLAINT PROCEDURE**

We know that in any environment where people work together, differences may arise. You may have a disagreement about something or wish to make a suggestion that you feel the Company should consider. You are invited to discuss any disagreements or suggestions with your supervisor or Department Head. Although we encourage all employees to talk to their Department Heads, we realize that issues may arise where you may feel more comfortable discussing them with someone outside your department. In such instances, you should feel free to contact the Administrator or Human Resources. Every effort will be made to handle these issues with as much delicacy and confidentiality as circumstances permit.

It is ultimately your responsibility to report anything that you believe is a violation of Company policy or that makes you feel that you are in an uncomfortable work environment. Please follow the complaint procedure set forth in the Anti-Harassment policy.

## **CORPORATE COMPLIANCE PROGRAM**

The Corporate Compliance Program is intended to demonstrate the Company's absolute commitment to the highest standards of ethics and regulatory compliance. The Program is in place to allow employees to identify, report and prevent any conduct or action which fails to comply with applicable laws, regulations or Company policy. All employees are required to act in accordance with the Corporate Compliance Program as a condition of employment. Failure to do so may result in disciplinary action up to and including termination.

It is a requirement of employees to immediately report any violation of the Corporate Compliance Program to the Compliance Liaison (Administrator) or Human Resources. If an employee is uncomfortable bringing a violation to the attention of management, the report can be directly made to the Consulting Company's Compliance Officer via email ([compliance@extendedcarellc.com](mailto:compliance@extendedcarellc.com)) or phone (847-905-3206). Additionally, an anonymous toll-free hotline service (1-877-772-6744) is available to all employees as an alternative method to report compliance concerns.

No retribution of any kind will be tolerated by the Company against any person who, in good faith, reports concerns regarding fraud, dishonesty, criminal conduct or any other prohibited activity. All reported concerns will be fully investigated and confidentiality will be afforded to the extent practicable.

## **BACKGROUND AND REFERENCE CHECKS**

All potential employees will be assessed during the recruitment and selection process to determine if they meet the minimum level of competency required for their position. Continued employment with the Company is conditioned upon the approval and clearance of this assessment. Human Resources will conduct a thorough background screening for all applicants recommended for hire, which will include, at a minimum, reference checks from previous employers and verification of required credentials in accordance with state guidelines.

The Company will utilize reasonable and prudent pre-employment background investigations and reference checks before hiring employees who have access to residents, their possessions or who have discretionary authority to make decisions that may involve compliance with the law. The Company will additionally prohibit the continued employment of individuals who have been or who are debarred, excluded or otherwise become ineligible for participation in federal, state or local healthcare programs.

The Company will not knowingly hire any individual who has been convicted of committing or attempting to commit a criminal offense as prohibited by the state's Public Health Department. Any felony conviction may be considered as justification for the refusal, suspension, revocation, or termination of employment. The Human Resources department will initiate and complete the processing of all criminal background checks within the time frames mandated by state guidelines for the Company. The applicant will not be hired (or the employee, if hired conditionally may be terminated) if the criminal record indicates conviction history of a disqualifying nature. Likewise, if conviction history is verified, a job offer may be withdrawn or termination of employment may occur.

Background checks may also include verification of any information on the applicant's resume or application. All offers of employment are conditioned upon receipt of a background report, and are conducted in conformity with the Federal Fair Credit Reporting Act, Americans with Disabilities Act, as well as all state and federal privacy and antidiscrimination laws. Reports are confidential and are only viewed by those individuals involved in the hiring process. If information obtained in a background check would lead to termination, a copy of the report will be provided to the employee and he/she will be given the opportunity to dispute the report's accuracy.

The Company also reserves the right to conduct background checks for current employees to determine eligibility for promotions or reassignment in the same manner as described above.

The Company will attempt to obtain at least two professional references prior to a job offer. If no professional references are available, the Company will utilize personal references.

## **REASONABLE ACCOMMODATION**

The Company makes reasonable accommodations for qualified employees with disabilities unless doing so creates an undue hardship, in accordance with all legal requirements. Applicants or employees who require an accommodation to perform the essential functions of their job should contact their supervisor or Human Resources to request that accommodation. The Company will work with the individual to attempt to identify a reasonable accommodation that will not impose an undue hardship on the Company. The Company may require supporting information or documentation.

Please direct any questions or concerns regarding this policy to your supervisor or Human Resources.

# **EMPLOYEE CONDUCT**

## **FOCUS ON CARE**

Our most important goal is to provide the highest standard of care to our residents in an environment that is safe and secure. Every employee of the Company is expected to treat all residents, family members, co-workers, visitors and vendors with the utmost respect, kindness and professionalism at all times. In addition, all staff is reminded that each and every employee has a responsibility to answer a call light when a resident needs assistance. Employees that fail to provide superior care will be subject to disciplinary action up to and including termination of employment.

## **STANDARD OF CONDUCT**

All employees have an ethical and professional responsibility to support and promote the highest standards of conduct. It is the policy of the Company to comply with all applicable federal, state, local laws and regulations. We will not accept conduct which limits, restricts or interferes with our ability to respond to the needs of our residents, family members or vendors. The Company has a zero tolerance policy for abuse and neglect. It is imperative that every employee commit to maintaining the dignity of each resident at all times.

Due to the nature of our business, employees may have access to billing information related to the billing of government agencies, such as Medicare or Medicaid, as well as information for residents. If at any time an employee misuses the above mentioned information, he or she could be terminated immediately.

## **OUTSIDE EMPLOYMENT/CONFLICT OF INTEREST**

Company employees are permitted to engage in outside business activity as long as those activities do not present a conflict of interest or interfere with the quality of the employees' work performance. Any outside employment duties cannot be completed during work time, on Company property or using Company property. All employees must notify their Department Head of any outside jobs and interests that may present a conflict of interest with regards to employment at the Company. Failure to make the Company aware of this information may result in disciplinary action up to and including termination.

## **ACCEPTING GIFTS**

You may find that there are times that residents or resident family members want to show appreciation to you by giving you gifts. It is strictly prohibited to accept any gifts from any resident or resident family member. If a resident or family member is insistent, please refer them to the Administrator or your Department Head.

## **SAFETY AND A HEALTHY WORK ENVIRONMENT**

The Company strives to provide employees with a safe and healthy work environment and to protect the property of the Company and each employee. Employees are responsible for the safeguarding of their own personal property. Employees are required to report work environment concerns, hazardous conditions and suggestions for a safer work environment to Human Resources.

The Company has policies and procedures, that are intended to protect employees from occupational injuries or exposures to occupational illnesses. All employees are required to follow these safety guidelines at all times and failure to do so may result in disciplinary action up to and including termination. If an on-the-job injury occurs, appropriate medical care and treatment will be provided. If an employee, following a work-related injury, is offered light duty work, the facility reserves the right change work hours, job duties (per physician recommendation), etc. to meet the needs of the facility. In addition, employees must follow the following procedures:

- Report all injuries to your Department Head, Human Resources or any supervisor on duty, immediately.
- Complete an employee injury form as soon as medically possible.
- Submit to drug/alcohol testing, as required.

## **DRUG-FREE WORKPLACE**

The Company is committed to maintaining a safe, productive work environment. An employee who is under the influence of illegal drugs or alcohol poses a serious threat to his or her own safety and the safety of others. You cannot do your job properly and safely while working under the influence of illegal drugs or alcohol. Your personal protection and the quality of your work are very important to us. Equally important is the fact that the illicit use of drugs is unlawful. For these reasons, the Company has developed the following policy. To the extent that you are subject to a collective bargaining agreement that addresses drug testing, that will control if it conflicts with any provisions in this policy.

### **Prohibited Conduct**

Employees are strictly prohibited from the use, sale, purchase, manufacture, distribution, dispensing, presence in one's system or possession of illegal drugs or alcohol while on Company premises, performing Company business, or while operating Company-owned or leased equipment or vehicles.

Employees are also prohibited from being at work with a detectable amount of alcohol or illegal drugs in their system. Any employee violating this prohibition will be subject to disciplinary action, up to and including termination. The only exception is company-approved/sponsored functions or other work-related social functions where moderate consumption of alcohol may be permitted, but reasonable standards of conduct must be maintained or employees will be subject to disciplinary action, up to and including termination.

In general, over-the-counter or prescription drug use is excepted from the prohibitions set forth above unless it may adversely affect employee job performance or safety, the safety of others, or the Company's operations or reputation. If over-the-counter or prescription drug use adversely affects employee job performance, safety, operations or Company reputation, the employee should not perform his or her job duties and must immediately inform his or her Department Head or Human Resources. If the employee fails to inform his or her Department Head or Human Resources or otherwise violates this safety requirement, the employee will be subject to disciplinary action, up to and including termination.

## **Definitions**

"Illegal drugs" include but are not limited to, any of the following substances: Marijuana, Cocaine, Opiates, Phencyclidine (PCP), Amphetamines, Barbiturates, Hallucinogens and any other controlled substance, and legal drugs when ingested inconsistent with their prescription or over-the-counter directions, ingested without a required prescription or their ingestion adversely affects the employee's performance, the safety of the employee or others, or the Company's operations or reputation.

## **Drug Testing**

As part of the enforcement of this policy, employees may be asked to undergo drug and/or alcohol testing. Testing may be the result of workplace or vehicular accidents, or when the Company has reasonable suspicion to believe that the employee has violated this policy. If employees are subject to a collective bargaining agreement that addresses drug testing, that will control.

If the test results are not immediately available, the employee may be suspended without pay until the results are obtained. If the test(s) reveal that this policy was not violated, the employee will be reimbursed in pay for lost regular working time. When an initial test is positive, a confirmatory test may be performed.

## **Consequences of Violation**

An employee found in violation of this policy will be subject to immediate termination. A medically approved test need not be administered when the Company has independent evidence that the policy has been violated. Refusal to submit to a requested alcohol or drug test is grounds for immediate termination. "Refusal" includes, but is not limited to, failure to report immediately to the testing location as directed, refusal to comply with any instructions or testing procedures, refusal to provide requested specimens, and attempts to falsify or interfere with the testing process, including attempts to substitute, dilute, or otherwise change the specimens to be tested.

Depending on the circumstances, an employee's continued employment may be conditioned on his or her consent to a Last Chance Agreement and full compliance with its terms.

## **Reporting Convictions**

No later than five days after a criminal drug conviction, employees must notify the Company if the conviction involved a violation that occurred on the job. If the employee at issue performs work directly relating to any Company contracts or grants with the state or federal government, the Company will report such conviction, plea or sentence to the appropriate agency within 10 days after it receives such notice.

Employees must also promptly report any past or current convictions (including drug convictions) for off-the-job conduct deemed disqualifying under the Illinois Health Care Worker Background Check Act (“Act”) and other applicable law. The Act prohibits the Company from employing individuals in jobs that involve contact with our residents, their living quarters, or their financial, medical or personal records if the individual has been convicted of any one of 110 crimes the Act deems disqualifying, unless the Department of Public Health (“DPH”) has granted a waiver of this prohibition against employment. In deciding what action is necessary in response to the conviction, the Company will take into consideration whether (1) the Act identifies the criminal conviction as disqualifying and no waiver has been granted by the DPH; (2) the nature and seriousness of the crime and the circumstances under which it was committed; (3) the relationship of the crime to the employee’s job or job sought; and (4) the time elapsing since the conviction.

### **Inspections**

The Company reserves the right to inspect its premises for illegal drugs or alcohol. All employees and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal illegal drugs or alcohol including, but not limited to, desks, lockers, briefcases, handbags, backpacks, tool or lunch boxes or cars parked in Company-designated parking lots.

Compliance with the terms of this policy is a condition of employment with the Company. If you have any questions about this policy, please speak with your Department Head, Administrator or Human Resources.

## **SMOKING**

Employees must adhere to appropriate state law with regards to smoking. Smoking must take place outside of the work area and the person must be located at the minimum distance set by such law from any entrance. Failure to comply with the law could result in the Company being heavily fined. Employees that do not follow the smoking policy will be subject to disciplinary action up to and including termination. Smoking breaks are to be taken in accordance with the normal break schedule for an employee’s department. Employees are not allowed to take excess smoking breaks.

## **DRESS CODE**

The personal appearance of the Company’s employees should reflect well on the Company and provide a positive image in the community. Dress, grooming and personal cleanliness standards contribute to the safety and morale of all employees and affect the business image the Company presents to residents, resident family members and visitors. During business hours or when representing the Company, you are expected to represent a clean, neat and tasteful appearance. You should dress and groom yourself according to the requirements of your position. Employees who are required to wear a prescribed uniform (including name badges and gait belts for nursing staff), will do so in its entirety at all times on the job. Refer to your Department Head, Administrator or Human Resources for appropriate dress code for your position. Violations of the dress code policy will result in disciplinary action, up to and including termination of employment.

## **General Guidelines**

- Administrative personnel must wear clothing appropriate for a business setting.
- Appropriate footwear must be worn at all times for safety and comfort and must be appropriate for assigned duties. NO sandals or open-toed shoes are allowed at any time in the facility. It is required that all direct care staff always wear socks/foot coverings with shoes. If facility and/or state requirements dictate that socks/foot coverings must be worn with shoes then employees are required to follow policy.
- Backs, shoulders, midriffs, thighs, and cleavage should never be exposed thereby prohibiting the following types of clothing: tank tops, low-cut necklines, sleeveless shirts, short skirts (more than one (1) inch above the knee), etc.
- Employees should not wear clothing of a suggestive or provocative nature.
- Extreme casual attire is not allowed. The following types of clothing are not permitted: sweat pants, jogging suits, jeans, pajamas, shorts, and t-shirts with logos or advertising. The maintenance department may wear jeans during normal business hours due to the nature of their job.
- Capri pants are allowed during warm weather.
- Hats may not be worn unless required for safety or religious purposes.
- Visible facial or body piercings, except ears, are not permitted.
- Proper hygiene is extremely important. Employees must be neat and clean at all times.
- Long fingernails are not appropriate for the healthcare environment and may interfere with employee and/or resident safety. Fingernails must be clean and neatly trimmed.
- Excessive jewelry is not permitted. Long earrings, large rings, long chains, etc. are not allowed. The primary concern is for your safety and the safety of the residents.
- No visible tattoos are allowed.
- Extreme hairstyles and/or hair colors are not permitted.

## **Request for Accommodation**

Employees who believe they need an accommodation because of a sincerely held religious belief, practice, or observance that conflicts with the Company's Dress Code policy, should present a written request with the proposed accommodation to their Department Head, Administrator or Human Resources. The Company may request supporting information or documentation.

## Rules of Conduct

The behavior of our employees at work is a reflection on all of us and our Company. It affects the efficiency and success of our business. Our work rules set forth standards of conduct that will provide a safe and efficient place to work and enable you to be a productive and contributing member of our team.

### Unacceptable Conduct

While not all wrongful activities can be listed, the following activities and their penalties are among the more important. Some are in addition to the rules explained previously in this Handbook.

**The following offenses may result in severe disciplinary action, up to and including termination:**

- Unsatisfactory work performance.
- Failure to comply with the Company's Handbook including, but not limited to, Company policies, procedures, practices or rules.
- Insubordination including, but not limited to, your refusal to follow Company policies, procedures, practices or rules or your refusal to carry out your Department Head's instructions.
- Threatening physical harm or directing abusive, obscene or insulting language to any resident, co-worker, guest or vendor.
- Violating the Company's Anti-Harassment or Equal Employment Opportunity policies.
- Refusing to cooperate in the investigation of any allegation of discrimination, harassment, retaliation, accident, felony, theft or other misconduct.
- Violating any non-competition, non-solicitation, non-disclosure or work product restrictive covenants including, but not limited to, misappropriation or unauthorized disclosure of Company trade secrets or confidential or proprietary information.
- Failure to keep Company property and equipment in good working order or to take reasonable precautions to guard against theft or damage. This offense includes willful or deliberate damage to Company property or equipment, gross negligence in using, maintaining or securing it, failing to report or misrepresenting the circumstances that result in loss or damage to property or equipment.
- Dishonesty of any kind including, but not limited to, embezzlement, misuse, neglect or theft of Company funds, property or equipment or that of any co-worker, customer, supplier or vendor. The offense includes the failure to report such conduct, including conduct you observed.
- Failure to comply with directives, instructions or conditions the Company gave you to remediate complaints, misconduct or performance issues.

- Unauthorized, inappropriate or excessive use of Company equipment, technology and resources including, but not limited to, your computer, smart phone, email or the Internet.
- Falsification of work-related records or reports including, but not limited to, employment applications, time sheets, reports, expense account submissions or billing and payment records.
- Engaging in outside employment or other outside activities which interfere with your job performance, are competitive with the products or services offered by the Company, or otherwise violate Company policy. This offense includes the use of any working time or use of Company equipment, technology, resources, materials or supplies to perform such work.
- Violation of Company safety rules, practices and accident policies. Failure to immediately report any accident, injury, illness, or unsafe conditions, defective equipment or damage to Company property. This offense includes acts of “horseplay” and extreme practical jokes.
- Provoking or engaging in a fight or other altercation on Company property or while performing Company work off premises.
- Possession, storage, transfer, display or use of firearms, weapons, fireworks, explosives of any kind or dangerous or inflammable substances while on Company premises or while performing Company work off premises.
- Use, possession, purchase, sale, distribution, dispensing or presence in your system of illegal drugs (as defined in the Company's Drug Free Workplace policy) on Company premises, during working hours or while on Company business, including your failure to submit to a requested drug test.
- Reporting or returning to work intoxicated or under the influence of alcohol, failure to submit to a requested alcohol test, and excessive consumption of alcohol at work-related social functions and/or your failure to maintain reasonable standards of conduct at such functions.
- Unkempt appearance and/or your failure to wear appropriate professional or business casual attire.
- Frequent or chronic tardiness, unexcused absenteeism, failure to report absence or tardiness, or other violations of the Company's attendance policy.
- Being a no-call/no-show.
- Leaving the workplace during working hours without proper authorization and/or not properly keeping track of your work time.
- Failure to provide an adequate or honest verification of an injury, illness or disability.
- Commission of any crime on Company property, during working hours or while on Company business, or any other behavior or offense which could have an adverse impact

on the Company's business, reputation or relationships with its clients, customers, guests, referral sources, suppliers, vendors, independent contractors, other employees or agents.

- Smoking in prohibited areas.
- Unreasonable refusal to accept a job assignment or refusal to work overtime when a request is made. Working overtime without the permission of your Department Head if you are a non-exempt employee.

This list does not include all types of conduct for which discipline can be expected. However, this list and common sense should be used as a guide for you to follow.

This statement of prohibited conduct does not alter your at-will employment with the Company.

## **Disciplinary Action**

Discipline may be initiated for various reasons including, but not limited to, unsatisfactory work performance, insubordination, personality conflicts, attitude problems, misconduct and/or violation of Company policies, procedures, practices or rules.

At its discretion, the Company may correctively counsel or warn you verbally or in writing before your employment is terminated. Depending on the facts and circumstances, discipline may include verbal discussion and counseling, verbal warning, written warning, probation, suspension with or without pay, restrictions from engaging in certain activities, monetary fines and termination.

The Company hopes that attitude, conduct or performance problems can be corrected at an early stage, which benefits both you and the Company. However, the Company may deem that the nature of the offense, your performance record, the impact on morale or performance, or other circumstances warrant your immediate termination.

Any corrective counseling or warning given by the Company does not change the at-will nature of your employment.

## **Termination of Employment**

The Company will terminate the employer-employee relationship in the event an employee is terminated, resigns or is subject to a reduction-in-force.

### **Voluntary Resignation**

It is for our mutual benefit that the Company encourages you to discuss your employment situation with your Department Head or Human Resources prior to submitting any notice of resignation. There may be opportunities for you to remain with the Company.

When your choice is to resign your employment, the Company requests that you provide your Department Head with at least two weeks written notice. Your written notice should contain the date you submit your notice, your intended last day of work and your signature.

## **Job Abandonment or Voluntary Termination**

You abandon your job if you fail to report to work for two consecutively-scheduled work days, without personally calling your immediate Department Head and providing a satisfactory reason for your absence on a daily basis prior to the start of your work day. *See Attendance policy.*

You voluntarily terminate your employment with the Company if you fail to return from FMLA leave or another approved leave of absence at the conclusion of your leave. To avoid a voluntary termination, you must make a written request to Human Resources to extend your leave and receive a written extension prior to your leave's conclusion. *See Family and Medical Leave and Disability Leave policies.*

The Company may also find that you abandoned or otherwise voluntarily terminated your job based on other circumstances, as determined by the Company.

An employee's last day of work cannot fall on a holiday. The last day of employment is generally considered the last day the employee actually works. The Company does not compensate an employee for a holiday that follows his or her last day of employment.

## **Final Paychecks, Return of Company Property and Exit Interviews**

All terminated employees, regardless of the reason for the termination, will receive their final paychecks in accordance with the regularly scheduled pay dates, unless otherwise required by law.

A terminated employee must return all Company property or items containing Company property such as keys, keycards, laptop computers, passwords, identification cards, etc. Whether your termination is voluntary or involuntary, you are responsible for returning all Company property in your possession or control as more fully set forth in the Confidential Information, Care and Return of Property policy.

Human Resources may conduct an exit interview in person or by telephone with departing employees. The purpose of the exit interview is to:

- Answer the employee's questions and solicit comments from the employee in a continuing effort toward improving employer-employee relations;
- Obtain or arrange to obtain any unreturned Company property;
- Verify the employee's address for purposes of any future communications; and
- Inform employees that rights they have for continued health insurance benefits through COBRA coverage will be sent to them, via mail, at their address on file.

Upon termination, employees must be cognizant of their ongoing obligation to comply with Company policies concerning confidentiality, non-disclosure of confidential information and any other employment covenant or policy to which you are bound. You may be reminded of this responsibility in writing during or following the exit interview.

# **INFORMATION AND INTERNET POLICIES**

## **HIPAA**

The Company treats as confidential resident's medical and health information in accordance with the federal Health Insurance Portability and Accountability Act ("HIPAA") and its Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule"). The Privacy Rule requires the Company to maintain the confidentiality of such medical records and other health information (referred to as "protected health information" or "PHI") and defines and limits when and how PHI may be used or disclosed by the Company and its employees. In fulfilling their respective obligations for the Company, employees will have access to PHI. Employees must not use or disclose PHI, either directly or through others, in any manner that would violate the Privacy Rule. Any employee found to have violated HIPAA will be subject to disciplinary action, up to and including immediate termination.

## **Prohibition on Unauthorized Use or Disclosure of Confidential Information**

All employees are prohibited from using Confidential Information, except as required in the course of their employment and in furtherance of the Company's interests.

You may not remove any information or documents containing Confidential Information at any time from Company premises in original form or in computerized, duplicated or copied form, without written permission of your Department Head. You may not send any Company documents or Confidential Information to your personal email or maintain them on your home or personal laptop. If you use your home computers or personal laptops for work, you agree to give the Company access to them on the day you resign or are terminated to inspect and confirm that all Company documents and Confidential Information have been deleted and properly returned to the Company. If any software owned or licensed to the Company is installed on your home computers or personal laptops for use in your work, you shall make that computer available to the Company to remove that software.

You may not circulate or discuss Confidential Information in the presence of unauthorized individuals. A person is not an authorized individual simply because that person is an employee. You must take special caution in any surrounding to ensure that casual conversation regarding Confidential Information is not overheard by unauthorized individuals. Non-public information should be discussed only with individuals who "need to know" such information.

You may not disclose Confidential Information to any unauthorized employee or to any individual or entity outside the Company, without (1) your Department Head or Administrator's determination that the disclosure is in furtherance of the Company's interests and written approval, and (2) a signed confidentiality agreement or written assurance from the individual or entity to whom disclosure is made that confidentiality shall be maintained. Your failure to comply with this directive does not change or lessen the confidential nature of this information. It merely subjects you to discipline, up to and including termination, and possible legal action.

No employee is permitted to use or disclose the Company's Confidential Information or that of our residents to derive personal benefit. Employees need to be mindful that they are prohibited from releasing any Confidential Information to relatives, friends and other unauthorized individuals.

## **Responsibility to Safeguard and Return Company Property and Equipment**

Employees are responsible for safeguarding the Company's property and equipment, maintaining it in good working order and taking reasonable precautions to guard against theft or damage. You shall not duplicate your Company keys or lend or permit anyone else to possess or use your Company keys or key cards.

If you willfully damage Company property or equipment, are grossly negligent in using, maintaining or securing it, or misrepresent the circumstances that result in its loss or damage, the Company may hold you responsible for the cost of repairing or replacing the lost or damaged property or equipment, including any attorney's fees and costs it incurs to get its equipment or other property returned, repaired or replaced.

Upon the conclusion of your employment with the Company (or earlier, if requested by the Company), you shall return all keys, key cards, laptops, cell phones, pagers or similar devices, all thumb drives or discs that contain Company documents or information, and any other equipment to the Company without deleting, destroying, copying or removing any emails, documents or any software programs installed thereon. You shall return all Confidential Information, including any other Company property in your possession, custody or control.

## **CELL PHONES**

If you are given a Company cell phone, you will be required to sign an acknowledgement stating you received the cell phone and you agree to use the cell phone for Company purposes only. If you are found to have been using your Company cell phone for personal reasons, including personal texting, you may be required to reimburse the Company for charges unrelated to business purposes and may be subject to disciplinary action, up to and including termination.

Please keep in mind that the Company's phone system is designed to accommodate business calls, which are essential to the successful operations of our business. Personal phone calls are permitted during non-working hours (meal and break time) on your personal cell phone. However, if there is an emergency situation, please consult your Department Head, Administrator or Human Resources.

Using personal cell phones for calls and texting is not permitted during working hours, but may be used on breaks and in designated break areas. Personal cell phones and phone ear pieces are not to be carried or worn during working hours. Camera phones/devices are prohibited from use on Company property unless authorized by your Department Head, Administrator or Human Resources.

# ATTENDANCE AND COMPENSATION POLICIES

## ATTENDANCE AND PUNCTUALITY

Because of the nature of our business, it is important that you are at work daily and on a timely basis. To maintain a productive work environment, the Company expects you to be reliable and punctual in reporting for work at the start of your regularly scheduled shift or work day. Employees are expected to remain at work for their entire shift or work day, except for meal periods or when required to leave on authorized Company business. Late arrival, early departure, and absenteeism place a burden on other employees and on the Company.

As part of our responsibility to our residents and co-workers, we expect you to be at work as scheduled, to arrange your personal schedule to accommodate your work schedule, and to personally call your immediate Department Head or Staffing Coordinator **at least four (4) hours prior to the start of your shift or work day**, if you expect to be absent or tardy. Excessive absenteeism or an inappropriate pattern of absences can lead to disciplinary action, up to and including termination.

You are expected to submit your requests for days off in writing to your immediate Department Head or Staffing Coordinator at least 15 days in advance.

Employees will not be subject to discipline for any legally protected absences or tardiness. For example, absences during an approved form of leave described in this handbook (see "Leave of Absence Policies"), an applicable collective bargaining agreement or any other leave required by law, will not be counted for disciplinary purposes.

## NO-CALL/NO-SHOW

Your failure to report to work for **two (2)** consecutively-scheduled work days, without personally calling your immediate Department Head or Staffing Coordinator and providing a satisfactory reason for your absence **on a daily basis four (4) hours prior to the start of your shift or work day**, will be deemed job abandonment. Our records will reflect that you voluntarily resigned your employment on the second such day.

## CORRECTIVE ACTION STEPS FOR TARDINESS AND ABSENTEEISM

The facility has developed a reasonable process for measuring tardiness and absenteeism. The process is built on a “no-fault” system that assigns a point value to the various kinds of absences and tardiness.

### The Point System

<u>Absence or Tardiness Definition</u>	<u>Point Value Assigned</u>
Excused Absence	0.50 Points
Unexcused Absence	1.00 Point
No Call, No Show	6.00 Points
Tardy	0.25 Points

Because of the impact that excessive absenteeism has on the performance of the entire organization, Corrective Action steps will be applied as follows:

<u>Corrective Action Level</u>	<u>Point Value System</u>
Informal Warning/Counseling	When employee’s point value reaches a minimum of 3.00 points in any consecutive 3-month period of time.
Formal Warning	An additional 3.00 points, or more, any time during the next 3 months, or when an employee accrues 6 points.
Final Warning and Suspension	An additional 3.00 points, or more, any time during the next three months, or, when an employee accrues 9 points.
Termination	An additional 3.00 points, or more, during the next three months or a total of 12 points.

*If an employee goes three (3) months without progressing to the next level of discipline they are entitled to move one Corrective Action level back (subtract three (3) points). For example, if an employee is at the Formal Warning level and goes three (3) months without progressing to the next level of discipline, they will be moved back to the Informal Warning/Counseling level (subtract three (3)points). At no time, can any employee have “negative” points or “less than” zero (0) points.*

## **EMPLOYEE CLASSIFICATIONS**

In order to determine an employee's classification and eligibility for various benefits, the following employment categories have been established:

### **Introductory Employees**

All new employees will be considered introductory employees for the first 90 calendar days of employment. Employees subject to a collective bargaining agreement may have a different Introductory Period. Upon the discretion of a Department Head or the Administrator, the Introductory Period may be extended (in writing) for a maximum of 90 days for non-union employees. The Introductory Period does not change the at-will nature of employment.

### **Regular Employees**

Employees who have successfully completed the Introductory Period are considered regular employees. "Regular" employment does not change the at-will nature of employment, unless the employee is subject to a collective bargaining agreement.

### **Full-Time Employees**

Full-time employees regularly work 32 or more hours per week (30 hours for health care coverage) and are eligible for benefits, provided that they meet the requirements of any applicable Plans.

### **Part-Time Employees**

Part-time employees regularly work less than 32 hours per week and are not eligible for benefits, unless otherwise required by applicable law, applicable Plans or an applicable collective bargaining agreement.

### **Casual Employees**

Casual employees regularly work less than 20 hours per week. Casual employees are not eligible for Company benefits, unless noted otherwise. In order to maintain active status, casual employees must work at least one shift in a 90-day period. Failure to do so may result in termination.

Additionally, each position and job is classified as either non-exempt or exempt from overtime pay:

### **Non-Exempt Employees**

Employees in non-exempt positions are covered by the overtime provisions of the Federal Fair Labor Standards Act (FLSA) and state law. Unless otherwise required by applicable law or collective bargaining agreement, time taken for meal breaks is not included as time worked for purposes of computing overtime. Overtime compensation will be paid to each non-exempt employee at a rate of time and one-half the employee's regular rate of pay for all hours worked in excess of 40 per week, unless otherwise required by collective bargaining agreement.

## **Exempt Employees**

Exempt employees are not entitled to overtime under the FLSA and state law. This includes employees exempt from overtime under the Executive, Administrative, Professional, Highly Compensated Employee, Outside Sales and Computer Employee exemptions.

Being paid on a "salary basis" means an employee regularly receives a predetermined amount of compensation each pay period. The predetermined amount cannot be reduced because of variations in the quality or quantity of the employee's work. Subject to certain exceptions delineated by the U.S. Department of Labor, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked but for the first and last weeks worked. Exempt employees do not need to be paid for any workweek in which they perform no work. If an exempt employee works a partial day in the regular work week, then the employee's accrued, unused vacation or sick days must be applied to supplement the exempt employee's pay, so there is no deduction to his or her salary. If the exempt employee is ready, willing and able to work, deductions may not be made for time when work is not available.

## **PAY DAYS**

Employees are paid bi-weekly (every other week). If a regularly scheduled payday falls on a non-business day (e.g., a holiday), employees will be paid on the last workday preceding the regularly scheduled payday.

Paychecks are distributed on your scheduled payday and all employees are required to pick-up their own paycheck. For employee convenience, direct deposit is offered and all employees are encouraged to enroll. Paycheck errors must be reported to your Department Head and/or Human Resources as soon as possible. Paycheck errors in excess of \$50.00 will be corrected as soon as possible **ONLY** if due to a payroll system mistake. Paycheck errors due to an employee's failure to follow proper time clock procedures will be corrected on the employee's next paycheck. Paycheck errors totaling less than \$50.00 will be corrected on the employee's next paycheck.

## **WAGE AND HOUR POLICY: TIME WORKED AND MEAL BREAKS**

Company policy is to accurately compensate non-exempt employees for all time worked as required by federal and state law. To ensure non-exempt employees are properly paid, you must promptly and accurately record all regular and overtime hours worked, absences, late arrivals and early departures. At no time are you authorized to perform any work without clocking in or to perform any work after clocking out.

Unless a collective bargaining agreement or applicable law requires otherwise, employees working seven and a half (7.5) or more consecutive hours will be provided with an off-duty, unpaid meal period of not less than thirty (30) uninterrupted minutes each workday, in approximately the middle of the shift, but to occur no later than five (5) hours after the beginning of the shift. You should not perform any work during your 30-minute meal break. In the event that you perform any work during your meal break, you must report that time as time worked on a supplemental time form so that you can be appropriately compensated. In addition, you must bring any issue

regarding a missed or interrupted meal break to the prompt attention of your Department Head or Human Resources so that the issue can be remedied.

At the end of each two week pay period, you may be required to review your clock punches and to verify that you have accurately recorded all time worked. Do not sign your time records unless they are completely accurate, and carefully review all paychecks to identify and immediately report any errors to your Department Head or Human Resources. Because we are committed to fully complying with state and federal wage and hour laws, any employee who fails to report or inaccurately reports any hours worked will be subject to discipline, up to and including termination, as determined by the Company. Further, Company policy requires that you:

- ALWAYS clock in and out at the beginning and end of your shift;
- ALWAYS take a 30-minute uninterrupted lunch break when you work 7.5 or more hours;
- ALWAYS inform your Department Head or Human Resources if you have problems clocking in or out, if you believe your time is not accurate or if you did not have an opportunity to take your lunch break;
- NEVER work off the clock, i.e., never perform any work prior to clocking in or after clocking out.

In the event that you believe you worked additional hours that are not recorded on the time clock for any reason, you must: (1) bring this to the attention of your Department Head; and (2) report these additional hours on a supplemental time form.

Altering, falsifying or tampering with timekeeping records, recording hours not worked, working hours not recorded (i.e., working "off the clock"), having someone else record your time or recording another employee's time, and performing overtime work not specifically authorized in advance are all serious violations of Company policy which may result in disciplinary action, up to and including termination.

## **OVERTIME**

The Company may need non-exempt employees to work overtime periodically, depending on staffing and resident needs. Unless otherwise required by applicable law or a collective bargaining agreement, overtime compensation will be paid to each non-exempt employee at a rate of time and one-half the employee's regular rate of pay for all hours worked in excess of 40 per week.

Because overtime compensation is paid only for work in excess of 40 hours per week, you will not receive overtime compensation, for example, during a week in which you take a day off, unless you have worked more than 40 hours that week (or as otherwise required by applicable law). Approved paid absences, including but not limited to sick leave, vacation leave, holiday leave, FMLA, military leave, jury and witness duty, funeral/bereavement leave, and voting time off, are not counted as time worked for the purposes of computing overtime.

Overtime work for non-exempt employees may be worked only at the direction of your Department Head. Your Department Head will attempt to give you reasonable notice of the need to work overtime. It is the Company's intent to not interrupt employee personal plans and

activities; however, advance notice might not always be possible depending upon business and patient needs. You are not authorized to work unapproved overtime.

If you have a question as to whether you are eligible to work overtime, please contact Human Resources or your Department Head before performing any overtime work. Working unauthorized overtime, as well as working off the clock, may subject non-exempt employees to discipline up to and including termination of employment. Employees will be paid for time worked during any unauthorized overtime, but will be subject to discipline up to and including termination of employment for violation of the Company's policy.

## **EMPLOYEE BENEFITS**

The Company provides a comprehensive package of employee benefits to eligible employees. Our employee benefits are reviewed on an ongoing basis. The Company reserves the right to change, amend, or eliminate any benefit program at any time, as it deems appropriate, in its sole discretion, in accordance with applicable law. Some benefits, such as medical and dental benefits, are defined by the Summary Plan Descriptions and official Plan Documents. If there is any conflict between the benefit summaries in this Handbook, the Summary Plan Description, and/or the Plan Documents, the Plan Documents will control. Please see the Employee Benefit Guide for details on the Company's benefits.

### **BENEFITS CONTINUATION - COBRA**

Pursuant to COBRA, eligible employees and their dependents that become ineligible for coverage under the group medical and health insurance plan due to a qualifying event may elect to continue such coverage in accordance with the federal Consolidated Omnibus Budget Reconciliation Act (COBRA) at their own expense. The Plan administrator will notify eligible employees and their covered dependents when group benefits are lost due to a qualifying event, such as termination of employment, reduction in work hours, retirement, death of an employee, or divorce or legal separation. Please contact Human Resources for further information.

### **WORKERS' COMPENSATION**

The Company provides a comprehensive workers' compensation insurance program to all employees in accordance with state law. This program covers any work-related injury or illness sustained in the course of employment that requires medical, surgical or hospital treatment. The program does not cover any injury that arises out of an employee's voluntary participation in any off-duty social, recreational or athletic activity that is not part of the employee's work-related duties. The Company pays for the entire cost of all workers' compensation insurance.

Any employee who sustains a work-related injury or illness should immediately inform their Department Head and Human Resources. No matter how minor an on-the-job injury may appear, it must be reported immediately. Failure to timely report any work-related accident, illness, or injury may affect your eligibility for workers' compensation benefits and subject you to disciplinary action, up to and including termination.

The Company will not tolerate discrimination or retaliation against employees who submit workers' compensation claims. However, employees who willfully submit fraudulent claims or knowingly assist other employees in pursuing fraudulent claims will be subject to termination. They may also be subject to criminal prosecution by the Company or its insurance carrier.

While off of work due to a worker's compensation injury, it is important that you periodically keep your Department Head and Human Resources informed of your intention to return to work and your expected return date. This information helps the Company to plan during your absence. While on workers' compensation leave, you must attend all medical appointments and/or treatment authorized by the Company's claims administrator. You must also promptly respond to questions regarding your status, anticipated return to work and offers of light duty. If you fail to

comply with any of these obligations, you will be subject to disciplinary action, up to and including termination.

If you qualify for FMLA leave or any other leave while on workers' compensation leave, you must take all leaves concurrently. Please refer to the FMLA policy to fully understand your responsibilities on leave, including your rights to job restoration. Failure to comply with your responsibilities under this policy and/or the FMLA policy may result in disciplinary action, including termination of employment.

## LEAVE OF ABSENCE POLICIES

The purpose of these policies is to establish guidelines governing leaves of absence. The policies are also designed to ensure that leaves of absence are granted on a fair and equitable basis to all eligible employees and in accordance with applicable law. Additionally, you may be eligible for leaves of absence for other reasons, such as school activities, domestic violence or family military leave. Unless specifically provided otherwise, all leaves of absence are available only on an unpaid basis. For additional information, please contact Human Resources.

### **FAMILY MEDICAL LEAVE ACT POLICY**

Under the Family and Medical Leave Act (“FMLA”), you may be eligible for a period of job-protected, unpaid leave for certain family and medical reasons as described below. This FMLA policy provides an overview of your rights and responsibilities under the FMLA, as well as the Company’s own policies regarding FMLA leave. The Company has posted notices of the FMLA in the facility. The information in these posters is incorporated into this policy by reference.

#### **Eligibility for FMLA Leave**

You are eligible for FMLA leave if the Company has employed you for at least 12 months, you have worked at least 1,250 hours over the previous 12 months, and at least 50 Company employees are employed within 75 miles of your work site.

Employees who work at a site at which fewer than 50 employees are employed within a 75-mile radius are not eligible for leave under this policy. Eligibility will be determined as of the date the leave commences.

#### **Basic Leave**

During any rolling 12-month period, eligible employees may receive up to **12 weeks** of unpaid, job-protected FMLA leave for:

- a. the birth of your child and to care for and bond with that child (within 12 months of the child’s birth);
- b. the placement of a child with you for adoption or foster care and to care for and bond with that child (within 12 months of the child’s placement);
- c. the care of your parents, spouse or child (under 18 years old or 18 and older if incapable of self-care because of a disability) if they have a “serious health condition”;  
or
- d. a “serious health condition” that renders you unable to perform your job functions.

If you and your spouse both work for the Company and you both are eligible for leave for the birth of a child, placement of a child for adoption or foster care, or to care for a parent with a serious health condition under Paragraphs (a)-(c), the FMLA limits you to a **combined total of 12 weeks** of leave during any rolling 12-month period. However, that combined limit does not apply to employee spouses if leave is needed to care for your newborn child with a serious health condition.

## **Military Family Leave: Qualifying Exigency and Military Caregiver Leaves**

During a single 12-month period, eligible employees may receive unpaid, job-protected FMLA leave to:

- a. manage your family's affairs because of a "qualifying exigency" arising out of the active duty or call to active duty status of your spouse, child or parent who is deployed to a foreign country (hereafter, "**Qualifying Exigency Leave**"); or
- b. care for a covered service member with a serious injury or illness when you are the spouse, child, parent or next of kin of the covered service member (hereafter, "**Military Caregiver Leave**").

If you are eligible for Qualifying Exigency Leave under Paragraph (e), you are entitled to up to **12 weeks** of leave during a rolling 12-month period.

If you are eligible for Military Caregiver Leave under Paragraph (f), you are entitled to up to **26 weeks** of leave during a single 12-month period. That 26-week leave may include up to **12 weeks** of leave under Paragraphs (a)-(e).

If you and your spouse both work for the Company and you both are eligible for Military Caregiver Leave under Paragraph (f), you may be limited to a **combined total of 26 weeks** of leave during a single 12-month period, if leave is for the birth of a child, placement of a child for adoption or foster care, or to care for a child or parent with a serious health condition, or a covered service member with a serious injury or illness under Paragraphs (a)-(c) & (f).

### **Definitions**

A "**rolling 12-month period**" is measured backward from the date you use FMLA leave.

A "**single 12-month period**" begins on the first day you take leave for military caregiver leave and ends 12 months later.

"**Spouse**" means a husband or wife as defined or recognized under state law for purposes of marriage in the state where the employee resides, including same sex marriage and common law marriage in the states where they are recognized.

A "**serious health condition**" means an illness, injury, impairment or physical or mental condition<sup>1</sup> that involves "inpatient care" or "continuing treatment" by a "health care provider":

- a. "**Inpatient care**" means an overnight stay in a hospital, hospice or residential medical care facility, including any period of "incapacity", or any subsequent treatment in connection with such inpatient care;
- b. "**Incapacity**" means inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment, or recovery.
- c. "**Health care provider**" includes doctors of medicine or osteopathy authorized to practice medicine or surgery by the State in which they practice. It also includes the following professionals, provided they are authorized to diagnose and treat physical and mental health conditions by the State in which they practice: podiatrists, dentists, clinical psychologists, optometrists, chiropractors (if treating for a subluxation of a joint), nurse practitioners, nurse-midwives, clinical social workers and physician assistants. In

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<sup>1</sup> Please see Human Resources if you have any questions regarding what constitutes an illness, injury, impairment or physical or mental condition under the FMLA.

addition, the term includes Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, MA; and any health care provider listed above who practices in a country other than the United States if authorized to diagnose and treat physical or mental health conditions in accordance with the laws of that country and performs within the scope of his or her practice as defined by that country's law.

- d. **“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. A regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.
- e. **“Continuing treatment”** by a health care provider includes any one or more of the following:
  1. **Incapacity and Treatment** — A period of incapacity 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 either: (a) treatment by a health care provider two or more times within 30 days of the first day of incapacity, unless extenuating circumstances exist; or (b) at least one in-person treatment visit to a health care provider within 7 days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider.
  2. **Pregnancy or Prenatal Care** — Any period of incapacity or treatment due to pregnancy, or for prenatal care.
  3. **Chronic Conditions** — Any period of incapacity or treatment due to a chronic serious health condition. A chronic serious health condition (a) requires at least two (2) periodic visits for treatment per year by a health care provider; (b) continues over an extended period of time, including recurring episodes of a single underlying condition; and (c) may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
  4. **Permanent or Long-Term Conditions** — A period of incapacity caused by a condition which 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 disease, a severe stroke or the terminal stages of a disease.
  5. **Conditions Requiring Multiple Treatments** — Any period of incapacity to receive multiple treatments (including any period of recovery therefrom) by a health care provider or under his or her order or referral, for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy) or kidney disease (dialysis).

**“Military Caregiver Leave”** includes care for a spouse, son (of any age), daughter (of any age), parent or next of kin who is: 1) a current member of the Armed Forces, including the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, which is incurred in the line of duty (or for a pre-existing injury or illness which is aggravated in the line of duty) and that renders the service member medically unfit to perform the duties of his or her office, grade, rank or rating, or 2) a veteran who was a member of any branch of the Armed Forces, including the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness that occurred in the line of duty (or for a pre-existing injury or illness which was aggravated in the line of duty) at any time within 5 years preceding the treatment, recuperation or therapy. A covered veteran incurs a serious illness or injury for purposes of this paragraph when one of the following occurs:

- a) The injury or illness makes him or her medically unfit to perform the duties of his or her office, grade, rank or rating.
- b) It causes the service member to have a VA Service Disability Rating of 50% or greater.
- c) It is a mental or physical condition that substantially impairs their ability to obtain gainful employment
- d) The VA enrolls the employee in the Department of Veteran Affairs Program of Comprehensive Assistance for Family Caregivers.

A **“qualifying exigency”** includes the following broad categories: (a) short-notice deployment (to address issues arising when the notification of a call or order to active duty is seven (7) days or less); (b) military events and related activities (to attend official military events or family assistance programs or briefings); (c) childcare and school activities (for qualifying childcare and school related reasons for a child, legal ward or stepchild of a covered military member); (d) care of the covered military member’s parent, if the parent is incapable of self care; (e) financial and legal arrangements (to make or update financial or legal affairs to address the absence of a covered military member); (e) counseling (to attend counseling provided by someone other than a health care provider for oneself, for the covered military member, or child, legal ward, or stepchild of the covered military member); (f) rest and recuperation (to spend up to fifteen (15) calendar days for each period in which a covered military member is on a short-term rest leave during a period of deployment); (g) post-deployment activities (to attend official ceremonies or programs sponsored by the military for up to 90 days following the termination of active duty status or to address issues arising from the covered service member’s death); and (h) additional activities that arise out of the military member’s active duty or call to active duty status, provided that the Company and the employee agree to both the timing and duration of the exigency leave.

A **“covered service member”** means a member of the Armed Forces, National Guard or Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. It includes veterans undergoing medical treatment, recuperation or therapy for a serious injury or illness if the veteran was a member of the Armed Forces, National Guard or Reserve at any time during the five years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

A **“serious injury or illness”** means an injury or illness incurred by a covered service member in the line of duty while on active duty (or that existed prior to active duty but 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 his or her office, grade, rank or rating. For a covered service member who is a veteran, a “serious injury or illness” means a qualifying injury or illness as defined by the Secretary of Labor.

“**Next of kin**” is a covered service member’s nearest blood relative other than parent or child in the following order of priority (unless the service member has designated in writing a blood relative to serve as his military caregiver): blood members who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, then first cousins. You are required to provide confirmation of your family relationship to the service member, upon request.

### **Employee Responsibilities: Advance Notice and Certification**

a. Employees are always required to give notice as soon as practicable and possible. Except for instances of active duty leave, an employee is not required to provide more than thirty (30) days advance notice. When the need for FMLA leave is foreseeable (birth, adoption or planned medical treatment), you must provide at least 30 days advance notice and make efforts to schedule the leave so as not to disrupt operations. If 30 days advance notice is not practicable or the need for leave is unforeseeable, notice must be given as soon as possible and practical – *i.e.*, the same or next business day that the employee learns of the need for FMLA leave. If you provide less than 30 days advance notice, you must provide an explanation for why you did not give the full 30 days’ notice. Failure to provide prompt notice under these procedures can result in the delay or denial of FMLA protection.

b. If you need FMLA leave, you must still follow the Company’s usual and customary call-in procedures for reporting an absence, absent unusual circumstances. Failure to comply with the Company’s call in procedures can result in discipline and/or the absence of protected leave.

c. You must provide sufficient information regarding your need for leave for the Company to reasonably determine whether FMLA leave may apply. Calling in “sick” without providing more information will not be considered sufficient notice to trigger the Company’s obligations under the FMLA. For example, you should provide your Department Head and the Human Resources with information that indicates why you are unable to perform your essential job functions or why a covered family member with a serious health condition is unable to perform his or her daily activities. Failure to provide facts sufficient to inform the Company that your leave is likely covered by the FMLA will result in unprotected or denied leave.

d. You should furnish a Certification within 15 calendar days after the Company requests it, unless that is not practicable despite your diligent, good faith efforts. If the Company does not receive the Certification within 15 days after requested, the Company may delay your taking FMLA leave.

1. All requests for Basic Leave under Paragraphs (c)-(d) must be accompanied by a “Certification of Serious Health Condition” completed and signed by the appropriate health care provider. Please ask Human Resources for the applicable U.S. Department of Labor (“DOL”) Certification form.

2. All requests for Qualifying Exigency Leave under Paragraph (e) must be accompanied by a “Certification of Qualifying Exigency for Military Family Leave” completed and signed by the appropriate individuals. Please ask Human Resources for the applicable U.S. DOL Certification form.

3. All requests for Military Family Leave under Paragraph (f) must be accompanied by a “Certification for Serious Injury or Illness of Covered Service member” or “Certification for

Serious Injury or Illness of a Veteran for Military Caregiver Leave” completed and signed by the service member’s health care provider. Please ask Human Resources for the applicable U.S. DOL Certification form.

e. You may also comply with the Certification requirement by giving the Company a written authorization and release that allows the Company to speak directly to the appropriate health care provider regarding the serious health condition and information needed to answer the Certification’s questions.

f. Once the Company gives you written notice that your Certification is incomplete or deficient, you will have seven (7) calendar days to cure the deficiency. Your failure to comply may result in the denial of FMLA leave. If you submit an attempt to cure but the information is still incomplete or insufficient, Human Resources (not your Department Head) may contact your health care provider directly for *clarification* (to understand the handwriting and meaning of the response) and *authentication* (to provide a copy of the Certification to the health care provider to verify it). If a HIPAA release is necessary and you or the appropriate family member refuse to sign the HIPAA release and the Certification remains incomplete or insufficient, the Company may deny FMLA leave.

g. At specific intervals or under certain circumstances, the Company will require Recertification. You have the same obligations to participate and cooperate in the Recertification process as in the initial Certification process. That means you must provide a complete and sufficient Recertification within 15 calendar days of the Company’s request, unless that is not practicable despite your diligent, good faith efforts. That includes, if needed, providing an adequate authorization to the applicable health care provider so that she or he may release a complete and sufficient Recertification to the Company, clarify illegible handwriting or the meaning of a response, or verify the Recertification as authorized, completed and signed by the health care provider.

h. For Qualifying Exigency Leave, you will be required to provide a copy of the military member’s active duty orders to show that the military member is on active duty or call to active duty status, and the dates of active duty service and deployment to a foreign country.

i. If you are on intermittent or reduced schedule leave, you must comply with the Company’s Attendance policy and call-in procedures. All call-in procedures require you to notify the Company of each absence as soon as practicable and possible. You cannot miss work without explanation and later attribute your unexplained absence to intermittent or reduced schedule leave. If you are a no-call/no-show, you will be deemed to have abandoned your job, unless you were unable to call in because it was impossible under the circumstances. That means, where possible, you should personally notify your Department Head sufficiently in advance of your need for intermittent or reduced schedule leave, so the Company may plan for your absence. If your absence is for more than one day, you should call in each subsequent day unless you already specifically and unequivocally communicated that you will be absent on the subsequent days. Saying that you will be out until further notice does not comply with this requirement.

## **Employer Responsibilities**

a. Eligibility Notice: The Company will notify you verbally or in writing of your eligibility for FMLA leave within five business days after learning that leave may be for a qualifying reason, absent extenuating circumstances. If you are not eligible for FMLA leave, the Company will state at least one reason why you are not eligible (*i.e.*, failure to meet the 12-month length of service requirement, the 1,250 hours-worked requirement or not working or reporting to a site with at least 50 Company employees within 75 miles).

b. Rights and Responsibilities Notice: At the time the Company gives you notice of your eligibility for FMLA leave, it will give you written notice of your rights and responsibilities under the FMLA and the consequences to you if you fail to satisfy them. The notice will advise you:

- (i) that your leave will be designated and counted against your annual FMLA entitlement and how the 12-month period of FMLA entitlement is calculated;
- (ii) of your requirement to furnish a Certification and the consequences if you fail to do so. Human Resources will give you a copy of the necessary Certification or you may request it;
- (iii) that any paid leave must be used while taking your unpaid FMLA leave;
- (iv) of your need to make premium payments to maintain your health benefits while on FMLA leave, your need to make arrangements for payment of your premiums prior to or while on FMLA leave, and the consequences if you fail to make these premium payments on a timely basis (*i.e.*, that your coverage will lapse during the period of non-payment);
- (v) whether you have been designated a key employee and that restoration to your job may be denied following the end of your FMLA leave if it would cause substantial and grievous economic injury to the operations of the Company;
- (vi) of your right to maintenance of benefits while on FMLA leave and to be restored to the same or an equivalent job if you return on or before the end of your FMLA leave, provided you are not a key employee;
- (vii) of your potential liability to re-pay the health insurance premiums paid by the Company during your FMLA leave if you fail to return to work at the conclusion of your FMLA leave; and
- (viii) of your requirement to give the Company periodic reports of your status and intent to return to work.

You may contact Human Resources for a copy of the current written notice form, titled the U.S. Department of Labor Notice of Eligibility and Rights & Responsibilities, which provides you with further information on your FMLA rights and responsibilities. The Company may also mark this form to explain how you are ineligible for FMLA leave. See Eligibility Notice, section (a) above.

c. Designation Notice: Within five business days after the Company receives sufficient information regarding your need for leave, the Company will complete the U.S. DOL's Designation Notice to notify you whether your request for FMLA leave is approved and "designated" as FMLA leave, or whether it has been denied.

Based on the information you provide, the Company will attempt to determine and advise you of the amount of time off that will be counted against your FMLA entitlement.

The Company will mark the Designation Notice to advise you that you are required to provide a Fitness-for-Duty Certification to be entitled to job restoration when returning from FMLA leave for your own serious health care condition. At the time it gives you the Designation Notice, the Company may give you a Fitness-for-Duty Certification for your health care provider to complete, along with your Job Description or a list of your essential job functions for your health care provider to review in determining whether you can perform these functions. If so, your health care provider must specifically designate that you can perform all the essential functions of your job.

If reasonable safety concerns exist in connection with your ability to perform your job functions, you may be required to provide a Fitness-for-Duty Certification for subsequent instances of intermittent or reduced schedule FMLA leave, but no more than once every 30 days. Reasonable safety concerns mean a reasonable belief that you pose a significant risk of harm to yourself or others in performing your job functions.

d. If your Certification is incomplete or insufficient, the Company will mark the Designation Notice to inform you what additional information is necessary to understand the Certification or make it complete and sufficient. You will have seven (7) calendar days to cure the deficiencies. Your failure to comply may result in the denial of your FMLA leave. See Employee Responsibility for a more complete explanation of this process.

e. At its discretion, the Company may require a second medical opinion, at its own expense, to support approval or renewal of your FMLA leave, provided that the selected health care provider is not employed by or regularly used by the Company. If the first and second medical opinions differ, the Company may request the opinion of a third health care provider, at its own expense, who is selected jointly by the Company and you. That third opinion will be binding. If the Certifications do not ultimately establish your entitlement to FMLA leave, the Company will deny FMLA leave.

f. The Company will request a Recertification every six (6) months in connection with an employee's absence. Recertification may be requested more frequently if you ask for an extension of leave, the circumstances described by the Certification have changed significantly, or the Company receives information that casts doubt on your stated reason for the absence or the continuing validity of the Certification. The Company may provide the health care provider with a record of your absence pattern and ask the health care provider if the serious health condition and need for leave is consistent with this pattern. This means Recertification can be for past or future absences.

## Key Employees

An employee who qualifies as a "key employee" may be denied restoration of employment after a period of FMLA leave if holding the employee's position would cause the company grievous economic injury. A "key employee" is an employee who is salaried and is among the highest paid ten percent (10%) of the work force within 75 miles of the place where the employee reports to work. Upon requesting FMLA leave, you will be notified by the Company of your status as a "key employee" if there is a possibility that the Company may deny reinstatement after leave.

## Intermittent Leave or Reduced Schedule Leave

If medically necessary for a serious health condition, leave may be taken on an intermittent or reduced leave schedule. Requests for intermittent or reduced leave schedule for planned medical treatment must be accompanied by medical certification indicating the dates on which such treatment is expected to be given and the duration of such treatment. The Company may require an employee on intermittent leave or reduced schedule leave for foreseeable treatment to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule, provided that the position has equivalent pay (*i.e., same salary or hourly wage rate*) and benefits.

Intermittent leave also may be taken if you qualify for Qualifying Exigency Leave or Military Caregiver Leave, subject to your submission of the requisite Certification.

Whether you will be permitted to take leave on an intermittent or reduced schedule under Basic Leave, Paragraphs (a)-(b), will be at management's sole discretion.

### **Light Duty**

Light duty assignments are provided by the company when possible. Time spent working light duty assignments while recovering from a serious health condition is not counted against your FMLA entitlement or related reinstatement rights. However, if you choose light duty in lieu of taking or continuing FMLA leave, you will lose your right to restoration to your original or an equivalent position if you remain in a light duty job at the end of the 12-month leave year.

### **Status of Employee Benefits during FMLA Leave**

Health care benefits will be maintained while an employee is on FMLA leave, subject to payment of premiums, as explained in this paragraph. Employees on paid FMLA leave (because their accrued paid time off is applied to their leave) will continue to have their health care premium payments deducted from their paycheck. Employees on unpaid FMLA leave (because their paid time off has been exhausted) will need to promptly make arrangements for payment of their premiums prior to or while on FMLA leave.

If your FMLA leave is unpaid and you do not pay your health care premiums, your coverage will lapse during the period of non-payment. If your coverage lapses, it lapses retroactive to the original due date of the premium.

If you elect not to return to work upon completion of your approved FMLA leave, the Company may recover from you the cost of any payments made to maintain your coverage if your failure to return from leave is for reasons other than the continuation of the serious health condition.

Benefit entitlements based upon length of service will be calculated as of the last paid work day prior to the start of the unpaid leave of absence.

You may not collect unemployment benefits while on FMLA leave.

You may not use FMLA leave to seek other employment or to operate a private business. Unauthorized work while on FMLA leave will result in disciplinary action, up to and including termination.

### **Coordination with Other Policies**

The following explains the coordination between FMLA leave and other benefits to which an employee may be entitled while on leave:

- a. If you have accrued paid time off (i.e., vacation, sick days) at the start of your FMLA leave, you must substitute or apply this paid time off to your unpaid FMLA leave.
- b. If you qualify for workers compensation, disability leave or any other leave of absence in addition to FMLA leave, you must take all leaves of absence concurrent with your FMLA leave.
- c. All time missed from work that qualifies for workers compensation, disability leave or another leave of absence will be counted against your 12-week FMLA entitlement, if the reason for leave constitutes a serious health condition.
- d. If you qualify for workers' compensation, you must collect such benefits while on FMLA leave. If the Company decides to offer Short Term Disability ("STD") or Long Term Disability ("LTD") benefits in the future and you qualify for them, you must timely apply for and collect

these benefits. Your paid time off will be applied to supplement these benefits up to 100% of your pay.

### **Return from FMLA Leave and Job Restoration**

It is important that you periodically keep your Department Head and Human Resources informed of your intention to return to work and your expected return date. This information helps the Company to plan during your absence. While on leave you must promptly respond to questions about your status, intent to return to work, and the status of your work assignments.

If your FMLA leave is for your own serious health condition, you are required to present a Fitness-for-Duty Certification from your health care provider that releases you to return to work and attests that you can perform the essential functions of your job with or without a reasonable accommodation. Human Resources will provide you with the Fitness-for-Duty Certification for your health care provider to complete, including a job description or list of your essential job functions for your health care provider to review. If you have any questions regarding the Fitness-for-Duty Certification, please contact Human Resources.

If reasonable safety concerns exist that you may pose a significant risk of harm to yourself or others, you may be required to provide a Fitness-for-Duty Certification up to once every 30 days before returning from an intermittent or reduced schedule FMLA leave related to your own serious health condition.

Provided the above conditions for return from FMLA leave are met, you are permitted to return to the position you would have held had you not taken FMLA leave. Generally, this means employees returning from FMLA leave within 12 weeks will be returned to the job position that they held when they went on leave, or a substantially similar one. If the employees would have lost their position even had they not taken FMLA leave, then there exists no reinstatement right. For example, if your position is eliminated because of a reduction in force, layoff or job elimination, then no reinstatement right exists.

If you fail to return to work at the expiration of your approved FMLA leave, you will have resigned your employment with the Company unless you requested and received approval for another Company-approved leave of absence that exceeds your FMLA leave entitlement.

To avoid a voluntary termination of employment if you are not on another Company-approved leave that exceeds your FMLA entitlement, you must make a written request to Human Resources to extend your leave and receive a written extension prior to the leave's conclusion. If the Company agrees to extend your leave beyond your FMLA entitlement, please understand that your leave is no longer job-protected unless it is according to a law other than the FMLA.

### **If Discrepancy between the FMLA, State Law and this Policy**

The purpose of this FMLA policy is to provide guidance to employees. Not every aspect of the FMLA or its regulations can be summarized in this policy. If there are any FMLA provisions or changes to the FMLA and its regulations not reflected in this policy, the Company will follow the FMLA and its regulations where applicable.

Likewise, if state law provides more expanded leave protection than the FMLA, the Company will follow that state law.

## **Military Leaves of Absence**

The purpose of this policy is to ensure compliance with all federal and state laws governing military leaves of absence and to set forth guidelines for benefits eligibility and the employee's return to active employment.

### **Eligibility for Military Leave and Other Rights under USERRA**

In order to be eligible for military leave and other rights under the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and this policy, you must meet the following five eligibility criteria:

1. You must have been employed by the Company at the time you seek leave for service in the uniformed services.
2. You must have given advance written or verbal notice to the Company that you are leaving the job for uniformed service (unless giving notice is precluded by military necessity or is otherwise impossible or unreasonable).
3. Your period of uniformed service must not exceed a cumulative total of five years during your employment. Reserve and National Guard training, involuntary call-ups and some types of voluntary service do not count towards the five year limit.
4. You must not be released from uniformed service under dishonorable or other punitive conditions. For example, if you have been "dropped from the rolls" of the uniformed service, received a punitive (by court martial) discharge or anything other than an honorable discharge, you are not entitled to re-employment under USERRA.
5. You must timely return to work or make a timely application for re-employment, as set forth below (Return to Work or Re-employment Following Military Leave).

### **Applying for a Military Leave of Absence**

You must give your military orders to the Benefits Administrator as soon as they are available. That includes time off required for weekend or annual two-week training sessions or for longer periods of time, including regular military service.

For absences in excess of 14 calendar days, the applicable leave of absence request form must be completed and forwarded to the Benefits Administrator along with the military orders.

### **Compensation**

Military Leave will be unpaid, with two exceptions.

- (a) Use of accrued vacation or flex time: If you are away from work performing service in the uniformed services, you may elect to use your accrued vacation or flex time. The choice to use your accrued vacation or flex time during service rests entirely with you.
- (b) Exempt employees paid on a salary basis: This applies to you if you are paid on a salary basis and are exempt from overtime under the Fair Labor Standards Act ("FLSA"). If you are away from work for an entire work week while performing uniformed service, you will not be paid any salary for that week. If you work part of the week but miss the remainder of that week while performing uniformed service, your weekly salary will not be docked for the hours not worked. However, the Company will

take your military pay into account and then pay you the difference between your military pay and weekly salary.

During Military Leave, all benefits will continue, in accordance with the specific terms of each plan and/or Company policy, just as though you were continually employed and actively working, except that you will not accrue any vacation or flex time while on Military Leave.

### **Health and Other Insurance Benefits for Military Leave**

You should consult with your unit commander regarding medical and other benefits coverage provided to you and your dependents by the military. Such information will assist you in determining your specific needs for continued coverage through the Company.

- You may continue your group health insurance coverage (and any supplemental insurance in which you participate) for up to six months at the employee rate.
- If coverage is required beyond six months, you may elect continuation of health coverage under USERRA (up to 24 months of coverage) at the full 102% premium rate.
- The employee (or the employee's designee) will remit monthly health insurance payments to the Company's third party administrator while on military leave of absence in order to continue benefits coverage. Monthly supplemental life, long-term disability insurance and/or long-term care insurance premiums are to be remitted directly to the Company.
- If you do not elect to continue your various insurance coverages while on military leave and you are re-employed following the completion of your military leave, you will have immediate coverage upon re-employment, without a waiting period.

### **Periodic Contact while on Military Leave**

To assist the Company in determining staffing requirements while you are on military leave of absence, you are requested to provide the Benefits Administrator with any address changes and updated military orders whenever those orders affect the length of time required for the military leave.

### **Return to Work or Re-employment Following Military Leave**

Your military orders determine the time frame in which you must report back to work or apply for re-employment after completing active military duty, pursuant to the time periods set forth below.

- If your period of service is less than 31 days, you are expected to report for work at the start of the next regularly scheduled work day following completion of service, plus time necessary for safe transportation back to your residence.
- If your period of service is 31 days or more but less than 181 days, you must submit an application for re-employment within 14 days following your return. If submitting an application within that time frame is impossible or unreasonable through no fault of your own, then your application must be submitted the next calendar day when it becomes possible.
- If your period of service is 181 days or more, you must submit an application for re-employment within 90 days following your return.

However, these time limits may be extended for two years or more when you suffer service-related injuries that prevent you from applying for re-employment or when circumstances beyond your control make reporting within the time limits impossible or unreasonable.

If you are hospitalized or recovering from injuries sustained during military service, the period of your Military Leave is extended for the shorter of two years or until you recover. The two-year period can be further extended to accommodate circumstances beyond your control that make timely reporting impossible or unreasonable.

Please communicate in writing to Human Resources that you are available to return to work and Human Resources will give you any necessary paperwork to complete (*i.e.*, an Employment Application).

If you miss the relevant return to work or application deadline, the Company may consider your request to return and/or application but you will be treated as other employees who are absent from scheduled work according to the Company's policies.

Please keep in mind that re-employment may not be possible if the Company's business circumstances have so changed as to make re-employment impossible or unreasonable; retraining or accommodating a disabled individual would pose an undue hardship for the Company; or your employment prior to the military leave was for a brief, non-recurrent period and there is no reasonable expectation that such employment would continue indefinitely or for a significant period.

### **Position to which the Employee may be Re-employed**

Unless re-employment is not possible (see above) or other lawful reasons do not permit your return to the position you held at the time you began military leave or the position you would have held had you remained continuously employed, you will be placed in your former position, a comparable position or a non-comparable position as required by applicable law.

If you are returning with a military-related disability, the Company will work with you to attempt to find a reasonable accommodation to assist you in performing your essential job functions, provided this will not impose an undue hardship on the Company. If performance of your former position or the position you would have held had there been no interruption for military service is not possible even with a reasonable accommodation, the Company will work with you to attempt to place you in an available position for which you are qualified, with pay commensurate for that position, provided there is no undue hardship to the Company.

### **An Employee Returning from a Military Leave of Absence will:**

- Retain the hire date that was in effect prior to the leave.
- Receive any wage increases, if applicable, and performance appraisals in accordance with time and pay schedules that would have applied had you remained in active employment, pursuant to the conditions set forth above. For example, if you are expected to be on military leave at the time of your next scheduled performance appraisal, your Department Head should prepare a performance appraisal covering the review period to-date, provided that you performed work during the appraisal period. If you return to work after the next scheduled performance appraisal date, a performance appraisal discussion will be conducted upon your return.

- Resume benefits eligibility and accruals (based on hire date) upon return to active employment.

### **Summary of Employee Responsibilities:**

- Provide military orders as soon as they are available.
- Complete the applicable leave of absence request form, if the leave will be in excess of 14 calendar days.
- Provide an official, signed copy of the military pay voucher(s) covering the period for which an allowable Company payment is requested.
- Provide the Company with your address changes and updated military orders.
- Remit appropriate monthly insurance premiums to maintain Company-sponsored health care and other insurance benefits.
- Report for work or apply for re-employment following completion of your military service, as required. (See Return to Work or Re-employment Following Military Leave).

### **Termination While on Leave**

You will be considered to have voluntarily terminated your employment if active military duty is concluded and any of the following occur:

- You do not timely return or apply for re-employment within the time frames prescribed by law.
- You are offered your former position or an equivalent one and you reject the Company's offer.
- If upon the expiration of your leave or end of your military service, you can no longer perform the essential duties of your former position, or other available positions for which you are qualified, with or without an accommodation. (Contact Human Resources regarding possible Americans with Disabilities Act considerations).

### **Non-Discrimination and Anti-Retaliation**

It is the Company's policy that a person who is a member of, applies to be a member of, performs, has performed, applies to perform, or has an obligation to perform service in a uniformed service shall not be denied any benefit of employment, shall not be retaliated against, and shall not be harassed on the basis of that membership, application for membership, performance of service, application for service or obligation.

### **Compliance with Other Laws**

The Company intends to comply with all applicable federal, state and local laws. To the extent that any applicable federal, state or local law contains leave entitlements that are more favorable than those stated in this policy, the Company will comply with those requirements.

## **Victims' Economic Security and Safety Act (VESSA) Policy**

Eligible Illinois employees who are the victims of domestic or sexual violence, sexual assault or stalking or have family members who are such victims, are permitted an unpaid leave of absence to:

- (1) seek legal assistance to ensure your health and safety or your family's or household member's, including preparing for or participating in civil or criminal legal proceedings;
- (2) seek medical attention for physical or psychological injuries to you or your family or household member;
- (3) obtain psychological or other counseling for you or your family or household member;
- (4) obtain services from a victim services organization for you or your family or household member; or
- (5) participate in safety planning or take other action to address your or your family's or household member's economic security or safety from future domestic violence or sexual violence, including temporary or permanent relocation.

### **Definitions**

"Family or household member" is defined to include your spouse, parent, child, other person related by blood or by present or prior marriage, other person who shares a relationship through a child, and persons jointly residing in your household.

### **Notification Requirements**

If you intend to take leave under this policy for a scheduled or foreseeable event, you must give your Department Head reasonable advance notice, which means at least 48 hours advance notice.

If your absence is unforeseeable, you must follow the Company's Attendance policy and personally notify your Department Head or Staffing Coordinator of your inability to report to work prior to the start of your shift or work day. If an emergency prevents you from complying with the Attendance policy, you must notify your Department Head or Staffing Coordinator within 24 hours of the onset of the emergency or before the start of your next work day, whichever is sooner. This lets the Company know that you have not abandoned your job and helps it to plan in your absence.

The Company will maintain confidentiality as required by applicable law.

### **Certification Requirement**

You must provide the Company with a Certification or verification of your need for leave prior to your leave or upon your return to work (or as otherwise required by the Company), which includes:

- a police report, court order or court record that you or your family or household members are the victims of domestic or sexual violence, sexual assault or stalking;
- court order or proof from the prosecutor or your attorney that you appeared in court or prepared for legal proceedings;

- a sworn statement from you that you or your family or household members are the victims of domestic or sexual violence, sexual assault or stalking and/or that leave was for one of the purposes enumerated above;
- documentation from your health care provider, attorney, member of the clergy or advocate that affirms or attests you sought assistance for one of the purposes of leave enumerated above; or
- other corroborating evidence.

The Company will require more frequent Certifications if there is a pattern of abusing leave. If your leave is continuous, you must periodically report on your status and your intent to return to work to your Department Head or Human Resources.

### **Amount of Leave and Coordination with FMLA Leave**

Eligible employees are entitled to the same job restoration rights as under the FMLA, provided that you are fit to return to work and return before the end of your 12-week FMLA entitlement. Please contact Human Resources if you have any questions regarding how this leave works in conjunction with the FMLA.

This VESSA policy is to provide guidance. Not every statutory or regulatory provision can be summarized in this policy. If there are any statutory provisions or changes not reflected in this policy, the Company will follow applicable state law.

## **BREAK TIME FOR NURSING MOTHERS**

The Company provides a reasonable amount of unpaid break time to employees who need to express breast milk during the workday. If possible, such break time should run concurrently with any break time already provided. Non-exempt employees should clock out for any time taken that does not run currently with normally scheduled rest periods, as such break time is unpaid in accordance with applicable state law.

You should notify your Department Head to request a break or to schedule a regular break time for this purpose. The Company will make reasonable efforts to provide a room or other location for you in close proximity to your work area to express milk in privacy and security. The Company reserves the right to deny requests for multiple lactation breaks each day if the additional break time will seriously disrupt operations.

If there are any statutory provisions or changes not reflected in this policy, the Company will follow applicable law.

## **BLOOD DONATION LEAVE**

After six months of employment, full-time Illinois employees are eligible for up to one hour of paid leave every 56 days for the purpose of donating blood.

Eligible employees must receive advance approval from their Department Head, so the Company can ensure its staffing and business needs are met. The Company may require medical documentation confirming the donation upon return to work.

## **BEREAVEMENT LEAVE**

Full-time employees are eligible for a paid time off for up to three consecutive workdays to enable them to attend the funeral of an immediate family member. An immediate family member is defined as a spouse, mother, father, child, sibling, grandparent or grandchild. In addition, employees are eligible for one day paid time off for the death of an in-law, mother in-law, father in-law, sister in-law, brother in-law, nieces or nephews, or the grandparents of a spouse.

If requested by the Company, employees may be required to submit proof of death and of attendance at the funeral to be eligible for paid leave.

## **JURY/WITNESS DUTY**

Full time employees are eligible to receive pay for scheduled work days missed if summoned to jury duty or subpoenaed to testify as a witness in a judicial or administrative proceeding for the Company. You should notify your Department Head as soon as possible and provide a copy of the summons or subpoena notice to your Department Head. The Company will pay the employee's regular hourly rate of pay for scheduled work days missed. It is your responsibility to keep the Company informed of the dates and expected duration of your time off.

Upon return from jury duty, employees must submit a signed Certificate of Jury Service, indicating the number of days served, to their Department Head. Full time employees are eligible after the first day of employment for jury/witness duty.

## **MISCELLANEOUS POLICIES**

### **SOLICITATIONS AND DISTRIBUTIONS**

In an effort to ensure a productive and harmonious work environment, persons not employed by the Company may not solicit or distribute literature on Company property at any time for any purpose.

The Company recognizes that employees have interests in events and organizations outside the Company. However, employees may not solicit co-workers or distribute literature for any purpose during working time. Working time includes the working time of each co-worker involved, but does not include lunch periods, breaks, time before or after work, or other times when employees are properly not performing their job duties. Distribution of literature in work areas is prohibited at all times. Work areas do not include the lunch room.

### **ORIENTATION, TRAINING & PROFESSIONAL LICENSES**

New employees are required to go through general orientation and department specific orientation. On a regular basis, the Company may require additional training of some or all employees. Employees should inform their Department Head or Human Resources if they should require additional training in any area of their position. Likewise, if the Company directs you to attend a specialized training class or seminar that is required for you to perform your job, the Company will pay the costs associated with the course, including your time.

If an employee has a professional license as part of their position at the Company, s/he is required to stay in good standing and have an active license. All costs associated with renewing professional licenses are the sole expense and responsibility of the employee. The employee must provide the Company with an updated copy of their professional license on a continual basis.

### **HEALTH REQUIREMENTS AND NOTICE OF EMPLOYEE REPORTABLE HEALTH CONDITIONS**

Upon hire, employees must undergo a physical examination and TB screening along with the acceptance or declination of the Hepatitis B Vaccine. Annual TB screening for all employees is mandatory. Failure to timely complete these requirements may result in disciplinary action such as placing you on unpaid leave until you have fully complied, up to and including termination.

Employees are required to notify their Department Head, Human Resources or an infection control coordinator of any potential infectious disease. An example of a reportable condition may include, but is not limited to: a body temperature of 100.0 degrees or greater, being diagnosed with an acute respiratory infection, influenza, strep throat, chicken pox, MRSA or other infectious diseases. This notification process is necessary to protect the health and welfare of our employees, residents, and visitors and to prevent the spread of infectious diseases. If an employee is absent from work for three days or longer due to a "reportable health condition" or to care for the "reportable health condition" of a family member, the Company may require the employee to provide a medical certification stating that he or she is free and clear of communicable diseases prior to returning to work. Failure to inform the Company of a reportable health condition may result in disciplinary action up to and including termination.

## **UPDATING EMPLOYEE INFORMATION**

It is essential that employees keep their mailing addresses, telephone numbers, beneficiaries, the number and names of their dependents, tax-withholding information, individuals to be contacted in the event of an emergency, educational accomplishments, professional licenses, and other such personal data accurate and current at all times. The Company will maintain the confidentiality of such information in accordance with its legal obligations.

It is your responsibility to give any changes or updated information to your Department Head or Human Resources in writing. The updated information will become part of your personnel file.

## **PERSONNEL FILES**

Personnel files are the property of the Company and are maintained by Human Resources. The personnel files kept by Human Resources contain relevant records regarding employment and are considered confidential.

With at least seven business days' notice, as required by law, an employee has the right to inspect his or her personal file by submitting a written request to Human Resources. Any reviews will be scheduled by and conducted in the presence of Human Resources. The review will be conducted in accordance with applicable state law.

## **EMPLOYEE BULLETIN BOARDS**

All required employment laws are posted on the employee bulletin board in the employee break room or near employee time clocks. All employment laws are updated in accordance with federal, state and local laws. The Employee Bulletin Board is where notices from management will be placed. In addition, the Employee Bulletin Board is the only place employees can post information in accordance with the solicitation and distribution section of this Handbook. All postings by employees must first have the express permission of the Administrator.

## **EMPLOYEE REFERENCES**

All outside requests for information about current or former employees should be referred to Human Resources. No employee may issue a reference letter or release information over the phone about any current or former employee, but should instead direct it to Human Resources. In response to a request for information, Human Resources shall confirm only the dates of employment, position held. Wage rate or salary will only be given for financial references, not employment references.

## **Acknowledgement of Receipt of Employee Handbook**

By my written or electronic signature, I acknowledge the following:

I have received and read the Employee Handbook in its entirety, understand it and agree to abide by its policies. I acknowledge that I have been given all the time I need to read the Employee Handbook or had it read to me in its entirety. Prior to signing below, I asked my Department Head or Human Resources any questions I may have about the Employee Handbook.

This Employee Handbook is not an employment contract. The language used in this Handbook is not intended by the Company to create any kind of binding contract and is not construed by me to create a contract. I understand that the Employee Handbook is solely informational in nature and is subject to change by the Company at any time without notice. These policies are merely guidelines which may be changed, amended, interpreted or discontinued at any time without notice.

I understand that nothing in this Employee Handbook alters my status as an "at-will" employee. As an at-will employee, I may terminate my employment with the Company at any time and for any reason. The Company may likewise terminate my employment at any time with or without cause. I further understand that my at-will employment with the Company may not be changed at any time by any verbal promises, representations or statements. It may be changed only by a written agreement signed by the Administrator.

I understand that it is my responsibility to retain a copy of this Employee Handbook, and to request a new copy if mine is lost or damaged. I also understand that it is my responsibility to return to the Company at the end of my employment all property of the Company that may be in my possession or within my control.

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Print Name

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Employee's Signature

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Date