SENIOR LIVING

The Views of Marion

Assisted Living • Memory Care • Skilled Nursing

# Employee Handbook

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# Welcome!

Welcome to the team! We are happy to have you join the Facility to carry out our Company mission and trust you will work hard in furthering our goal.

Our number one priority is quality care for our Residents/Tenants! We are happy to have you on board as part of the team, and hope you enjoy your employment with us.

## Mission, Vision & Values

We believe that working together harmoniously in the spirit of friendliness and cooperation is imperative to providing the best Residents/Tenants care. Our Golden Rule is to treat each Residents/Tenants with the honor, respect, dignity, and understanding we expect and to give each Residents/Tenants the love and kindness we hope to receive.

## Handbook Notice to Employees

This handbook is intended to answer many commonly asked questions regarding policies at your Facility. If at any time you have questions that are not addressed in this handbook, consult with your direct supervisor, upper management, or Facility Leadership.

Nothing contained in this handbook or in any other materials or information provided to you in connection with your employment create an employment contract.

The Company reserves the right to change or modify the contents of this handbook at any time with or without prior notice. This handbook replaces and supersedes all previous handbooks and policy statements issued to employees.

## At-Will Employment

All employment with the Company is voluntary and at-will. This means you are free to terminate your employment at any time, for any reason, and the Company retains the same right. No individual supervisor or manager can enter into a contrary agreement. Nothing in these policies shall be interpreted to be in conflict with or to eliminate or modify in any way, the employment at-will status of employees.

## Workplace Culture

Your Facility is a healthcare community dedicated to the health and welfare of our Residents/Tenants. It is necessary that our workplace maintain a professional atmosphere as well as one of warmth and friendliness. All employees are expected to contribute to promoting a congenial and cooperative atmosphere in which to work.

Helping people to help themselves for as long as possible is a great act of kindness and compassion. In helping others, we never "order" them to do something, but rather we encourage, persuade, assure, suggest or request. We can accomplish much by asking rather than demanding. Approaching others with love, kindness, gentleness, compassion and patience is best.

## Pre-Employment Policies

All persons seeking employment must complete an employment application and submit a resume, if prepared. This will be reviewed, along with provided references. Additionally, past positions and employment dates will be verified. The company reserves the right to test prospective employees to verify statements concerning proficiency in a stated area, or to test for basic skills that are critical for the successful performance of their job.

For those applicants who will be driving for work purposes, a valid and current driver's license must be furnished. All job offers are contingent upon successful completion of pre-employment testing, including Physicals (when applicable), and Physical Capacity Tests, along with a variety of national (when applicable) and state background and licensure checks. Employees will need to continuously provide a copy of their current driver's license*, current state licensure information*, current CPR information*, Tuberculosis screening results*, proof of flu vaccination or declination*, proof of COVID-19 vaccination is requested but not required, complete annual training requirements*, and will be provided the opportunity to receive a Hepatitis B vaccine. Employees are expected to remain current & compliance with all required documentation. New copies of these documents should be submitted in a timely manner so that Company records are always current. Employees are also expected to keep all personal information (address, contact information & emergency contact information, etc.) up to date with your facility Administrator at all times.

**As required based on your role*

## Equal Employment Opportunities

The Company provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, creed, gender, national origin, age, marital or veteran status, sexual orientation, gender identity, disability, or any other legally protected classification.

This policy of equal opportunities applies to all terms and conditions of employment. This includes but is not limited to hiring, placement, promotion, termination, layoff, recall, transfers, leaves of absence, compensation and training.

The Company will make reasonable job-related accommodations according to all legal requirements to allow qualified candidates and employees with disabilities to perform the essential functions of their jobs and meet performance standards. Such candidates and employees must advise their direct supervisor, upper management and/or Facility Leadership of their needed accommodations.

All employees are responsible for ensuring the Company's equal employment opportunity policy is implemented and maintained. Failure to comply with this policy will result in disciplinary action up to and including termination of employment.

## State & Federal Legislation

This employee handbook is subject to the provisions within State and Federal legislation pertaining to long-term care and assisted living communities and shall be considered a part of these work rules. Work rules are applicable to all covered employees.

# 1.0 Professional Conduct

## Code of Ethics

Below is a set of ethical behaviors that the Company must abide by when interacting with any Residents/Tenants, families, partners, or employees.

### The Company's Responsibility to All

- Encourage, to the greatest degree possible, independence, growth, and self-determination for all.
- Promote and participate in informing Residents/Tenants and employees of their rights and opportunities.
- Actively avoid discriminative behavior based on race, color, creed, sex, national origin, age, sexual orientation, religion, veteran status, disability, genetic information, or gender identify.
- Enforce the application of Company policies at all times.
- Provide services with the utmost integrity and accuracy humanly possible.

### The Company's Responsibility to Employees

- Create and maintain a working environment that encourages ethical behavior and conduct from staff, partners, and Residents/Tenants/families.
- Have policies and processes in place to ensure employees can freely express, discuss, and address ethical concerns and issues, free of reprisal.
- Develop and train on safety procedures in order to provide a safe workplace for all staff members, partners, and Residents/Tenants.
- Promote an anti-harassment and discrimination-free workplace.
- Provide opportunities for staff education, training, and development.
- Ensure that allegations of waste, fraud, abuse, financial mismanagement, or misappropriation of Company funds are promptly investigated and that employee's rights are protected.

### The Employee's, Partners, and Intern Responsibilities

- Adhere to the policies and standards as outlined in the Employee Handbook.
- Conduct work activities with honesty, integrity, and respect for all while respecting confidential information.
- Comply with federal and state laws affecting service delivery.
- Take an active role in creating and maintaining a safe and physically clean working environment.
- Immediately report any conflicts of interest or ethical violations to the leadership team
- Do not contribute to a negative working environment or put other teammates down
- Ensure that private financial interests or other external responsibilities do not interrupt the quality of the work product.
- Immediately report violations or suspected violations (within 2 hours of occurrence). Any individual that becomes aware of or has reasonable grounds to suspect a violation of ethics, is obligated to report such behavior or face the possibility of accomplice-status in any investigations.

Our primary goal is to provide kind, compassionate, care to our Residents/Tenants in a complete and efficient manner. The Residents/Tenants has every right to expect the best service possible. Community policy prohibits an employee to accept money or gifts or transact business with Residents/Tenants, families or friends of Residents/Tenants, or firms with whom the community conducts business. Therefore, you are requested not to accept tips or gratuities from or to conduct business of any kind with Residents/Tenants, their families or friends. As a matter of proper ethics, do not witness Wills or other legal documents at the request of a Residents/Tenants. Such procedures are not in the best interest of the community or the employee. Possible legal implications could result through allegations of undue influence being charged against the employee or the community. If asked to witness a document, politely decline on the grounds that Company policy prohibits you from so doing.

## Conflict of Interest

All employees are expected to use good judgment, to adhere to high ethical standards, and to act in such a manner as to avoid any actual or potential conflict of interest. A conflict of interest occurs when the personal, professional, or business interests of an employee conflict with the best interests of the community.

No one currently employed by the Company will be allowed to perform private duty nursing or chore work for any person currently residing at the community without written permission from the Administrator/Executive Director of their Facility.
No employee may solicit or accept gifts, lavish entertainment, or other benefits from current or potential vendors or suppliers of your Facility.

## Confidentiality

Residents/Tenants of your Facility have the right to privacy. Information about employees, Residents/Tenants, and business is strictly confidential. Facility employees must not disclose, either during or following their employment, any information, purposefully or inadvertently, to anyone, except when required in the course of performing their job duties, and then only to those who have both a need and permission to be so informed. Employees will be subject to appropriate disciplinary action, up to and including termination, for knowingly or unknowingly revealing information of a confidential nature.

Information about the operation of your Facility, its relationships with vendors, and employees is also considered confidential. No one is permitted to remove or make copies of any Facility records, reports, or documents outside of published policies and procedures without approval from their supervisor.
Intellectual property created for your Facility by the Company or its employees is the property of the Facility and must not be shared with any person outside the company without prior approval, unless in the course of performing job duties.

Disclosure of confidential information shall be treated as misconduct, and your Facility reserves the right to terminate any employee who violates the confidentiality policy. If you have questions about the specifics of this policy, please ask your Administrator/Executive Director for clarification.

## Non-Compete Policy

No employee, without prior written disclosure and the written consent of the Facility, may engage or participate directly or indirectly, in any business, either as an employee, employer, consultant, agent, principle, partner, officer, director, or in any other individual or representative capacity, that is in

competition with your Facility, a Residents/Tenants of your Facility, or a supplier to your Facility. Certain positions may require the employee to sign a non-compete clause.

You will not be held liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of the law. Further, you will not be held liable under any Federal or State law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is under seal.

## Introductory Period

When a new employee begins to work at your Facility, the first 90 calendar days of work are considered an introductory period. During this period, you will have a chance to accustom yourself to your new job and coworkers. This time will also give your supervisor an opportunity to determine your fitness for the duties and responsibilities of the position.

Eligible employees will qualify for the health & life insurance plans on the first of the month after one (1) month of employment.

## Open Door Policy

From time to time, problems or questions may arise during the course of your employment that affects staff relationships or work. Usually, an understanding can be reached by discussing the situation. To maintain an open and productive working environment, employees are encouraged to discuss these matters with their immediate supervisor. If that is not workable, they may discuss the issue with the upper management.

If an employee feels they are the victim of harassment, discrimination or unlawful treatment of any kind, take advantage of this Open Door Policy or the policy on Anti-Harassment found in this Handbook. Each complaint will be investigated and confidentiality will be maintained to the extent it is consistent with an effective investigation.

## Anti-Harassment and Discrimination Policy

The Company is committed to providing a work environment free from unlawful harassment and discrimination, including sexual harassment. Company policy prohibits sexual harassment and harassment because of race, color, religious creed, age, sex, marital status, national origin or ancestry, physical disability, mental disability, medical condition, Vietnam-Era or disabled veteran status, military service, sexual orientation, or any other basis protected by federal or state law. All such harassment can be unlawful when it:

(1) Is severe or pervasive enough to affect a reasonable employee's job;
(2) Has the purpose or effect of creating an intimidating, hostile or offensive work environment;
(3) Has the purpose or effect of unreasonably interfering with an individual's work performance; or
(4) Otherwise adversely affects an individual's employment opportunities.

### Sexual Harassment

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; offering benefits

in exchange for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail); and other physical, verbal or visual conduct of a sexual nature. Sex-based harassment that is harassment not involving sexual activity or language (e.g., male manager yells only at female employees and not males, or vice versa) may also constitute discrimination if it is severe or pervasive and directed at employees because of their sex.

### Other Types of Harassment

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religious creed, age, sex, marital status, age, national origin or ancestry, physical disability, mental disability, medical condition, Vietnam-Era or disabled veteran status, military service, sexual orientation, or any other characteristic protected by law or that of his/her relatives, friends or associates.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail).

### Individuals and Conduct Covered

The Company will not tolerate any form of unlawful harassment against fellow employees, whether by executives, managers, supervisors, co-workers, or by vendors, customers, independent contractors, or others that do business with your Facility. All employees are expected to avoid any behavior or conduct that could reasonability be interpreted as unlawful harassment of employees or persons who do business with the Company. Employees who engage in conduct in violation of this policy are acting outside the scope of their employment responsibilities and may be subject to individual liability for their unlawful and policy-prohibited actions.

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

### Complaint Procedure

Every employee is responsible for creating an atmosphere free of discrimination and harassment whether of a sexual nature or otherwise. Further, each of us is responsible for respecting the rights of co-workers.

If you experience job-related harassment based on your sex, race, age or other factor, or you believe you have been treated in an unlawful, discriminatory or harassing manner immediately contact your Administrator/Executive Director or Department Head so that an investigation can be undertaken. If the Administrator/Executive Director and/or Department Head is the person responsible for the harassing conduct, contact the Compliance Officer (if applicable at your location).

All persons involved in the complaint and the investigation will be advised to keep all information related to the complaint and the investigation confidential to the extent possible and consistent with an effective investigation.

Should the Company determine that this policy has been violated, appropriate action will be taken against the offending person to end the offensive conduct, up to and including termination of employment.

## Whistleblower Policy

Retaliation on an employee for reporting suspicious or illegal behavior, especially harassment or discrimination, is forbidden under all circumstances. If an employee is found to be in violation of the non-retaliatory Whistleblower Policy, they will be subject to immediate termination.

## Employee Complaints and Grievances Policy

If there are concerns in or about the workplace, each employee reserves the right to discuss or question policies, procedures, direction, or any other topic in an appropriate way. If an employee has a concern, they should direct this complaint promptly to their supervisor, upper management. Grievances will be met with an objective and receptive demeanor. The direct supervisor may document the grievance and take action when appropriate. If the nature of the grievance suggests harm is being done to himself or herself or another, there is a legal obligation to act on the information disclosed.

## Personal Appearance & Dress Code

Company standards are reflected by your personal appearance. Cleanliness is an absolute necessity in our community and all employees are expected to be neat and well-groomed.

Personal cleanliness and clean work habits are essential. Failure to adhere to the Facility's safety and sanitation standards may result in disciplinary action, up to and including termination. As legally required, reasonable accommodations for sincerely held religious beliefs will be made.

**Please see your Facility Administrator for the specific Dress Code Policy.*

## Substance Abuse Policy

In accordance with the Drug Free Work Place Act of 1988, the employer must maintain a drug free work place. Your Facility strictly prohibits the possession, use, or distribution of illegal drugs or drug paraphernalia on employer's premises, while engaged in any facility related activity or on or in property owned or leased by the facility, whether or not the employee is performing business. Your Facility is committed to providing its employees with a safe workplace and an atmosphere that allows them to protect the Residents/Tenants placed in their care as well as inventory and other assets of the facility. Our employees should not be subject to any safety threats from fellow workers. You are expected to be in suitable mental and physical condition while at work, allowing you to perform your job effectively and safely.

## Alcohol And Other Drugs

It is the express policy of Your Facility that employees cannot report to work under the influence of, bring in, make, sell, distribute, use, or have in their possession illegal drugs, alcohol, or drug paraphernalia when they are on company premises or while they are performing company business at any other location.

## Post-Employment Background Checks

Upon proper notification by the employee of being arrested of a crime or having an allegation of dependent adult or child abuse founded, Your Facility will verify the information by processing another DCI check within forty-eight (48) hours of the notification. Upon receipt of the of the DCI check, Your Facility must process another DHS evaluation to determine if the employee remains suitable to work in the healthcare or long-term care setting. During this time, the employee will be suspended from active duty pending the results of this evaluation. Your Facility receive credible information from a third-party source that an employee has been convicted of a crime or has a founded dependent adult or child abuse and was not directly reported by the employee, the employee may be terminated for failure to report or will be suspended from active duty immediately upon receipt of the information. Failure of the employee to notify the employer is a criminal offense and may be reported to legal counsel for further action.

## Smoking and Tobacco Product Use

In accordance with Iowa's Smokefree Air Act your Facility recommends the following:

- Smoking is prohibited in public places (that is, any enclosed area to which the public is invited or permitted)
- Smoking is prohibited in all enclosed areas within places of employment, such as work areas, private offices, conference and meeting rooms, classrooms, auditoriums, employee lounges and cafeterias, hallways, medical facilities, restrooms, elevators, stairways and stairwells, and vehicles owned, leased, or provided by the employer, unless the vehicle is owned, leased, or provided by the employer for the sole use of the employee driver and used by that employee.
- If there has been a violation of the Iowa Smokefree Air Act, please contact management immediately so that the Facility may take prompt action. The Iowa Department of Public Health may also be reached at:
    - www.iowasmokefreeair.gov
    - 1-888-944-2247
- Retaliation against an employee, applicant for employment, or customer because the employee, applicant, or customer exercised any rights afforded under the law, registered a complaint, or attempted to prosecute a violation of the law is strictly prohibited.

**Please see your Facility Administrator for the specific Smoking & Tobacco Use Policy.*

## Workplace Violence Policy

The Company provides a safe workplace for all employees. To ensure a safe workplace and to reduce the risk of violence, all employees should review and understand all provisions of this workplace violence policy.

The Company does not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities. This list of behaviors provides examples of conduct that is prohibited:

- Causing physical injury to another person;

- Making threatening remarks;
- Displaying aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
- Intentionally damaging employer property or property of another employee;
- Possessing a weapon while inside a Company building or while on company business;
- Committing acts motivated by, or related to, sexual harassment or domestic violence.

Any potentially dangerous situations must be immediately reported to a supervisor or Facility Leadership. Reports can be made anonymously, and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately, and information will be disclosed to others only on a need-to-know basis. All parties involved in a situation will be counseled, and the results of investigations will be discussed with them. The Company will actively intervene at any indication of a possibly hostile or violent situation.

# 2.0 Employment Policies

## Code of Conduct

Courteous and respectful behavior with others is expected. Employees are responsible for their behavior at all times. When interacting with Residents/Tenants, their friends and relatives, co-workers, management and the public in general, employees must conform their conduct to generally accepted standards of good behavior. This list outlines unacceptable behaviors while at work, and is not all inclusive.

The Company does not tolerate employee conduct which creates an intimidating, hostile, or offensive working environment. Any employee who intimidates, is hostile, or is offensive towards a Residents/Tenants or prospective Residents/Tenants, friends or relatives of our Residents/Tenants, another employee, management, the Administrator/Executive Director, or the general public with whom the employer interacts with or has relations with, will be subject to disciplinary action up to and including termination.

Employee conduct must be such as to inspire the complete confidence of our Residents/Tenants, visitors, and outsiders with whom they come in contact. This requirement is especially important while on duty. Each employee must always be mindful as their actions reflect favorably or unfavorably on the community. Unbecoming conduct may be cause for termination of employment. In its sole discretion, the Company reserves the right to determine the appropriate level of discipline, up to and including termination of employment.

The following violations are examples of conduct which may result in disciplinary action up to and including termination:

- Breach of Residents/Tenants and/or community confidentiality;
- Mistreatment of a Residents/Tenants or their relatives;
- Intoxication on duty;

- Use of intoxicant while on duty;
- Use and/or abuse of controlled substances (unless prescribed by a physician, but including abuse or excessive use of such a substance);
- Unlawfully distributing, selling, or possessing of a controlled substance;
- Falsehood;
- Neglect of duty;
- Failure to report an incident or accident on work property, according to Company policies;
- Bringing any weapon into the Facility;
- Acts of physical aggression and/or verbal outbursts;
- Harassment or discrimination of an employee, Residents/Tenants, family member, or other;
- Violations of Residents/Tenants rights; and
- Theft or willful damage to the property of the community, a Residents/Tenants or co-worker.

Violations listed below are examples of conduct which may result in disciplinary action up to and including termination, depending on the severity and whether such violations have previously occurred:

- Misuse of phone systems, or excessive use of a Company or personal phone while on duty for non-work related items;
- Use of profanity;
- Sleeping while on duty;
- Inability to maintain work standards, or perform the Essential Job Functions listed in the job description;
- Disrespectful or inappropriate behavior toward a fellow employee, Residents/Tenants, family member or other;
- Insubordination/criticism of authority or disloyalty to the community;
- Accepting tips or engaging in a business transaction with a Residents/Tenants or others;
- Repeated tardiness;
- Excessive absenteeism;
- Violation of community safety rules;
- Falsification of any documents;
- Misuse of time clock or possession of another employee's time badge;
- Failure to follow all applicable safety rules, policies, regulations and laws;
- Violation of any of the policies listed in the Company handbook or any personnel policies; and
- Failure to call or report for scheduled duty.

## Attendance Policy

The work week is the seven-day period beginning with first shift on Sunday and continuing to the beginning of first shift the following Sunday.

If you must change your work schedule, you must have the change authorized by your supervisor, department head or Facility Leadership, whichever applies.

Hours of duty, assignments, mealtimes and days off are scheduled by the Facility Leadership or immediate supervisor to provide uninterrupted services to Residents/Tenants.

### Tardiness and Absences

Tardiness and absences are disruptive to the community and frequently place burdens on fellow employees. If an unexpected tardiness or absence is to occur, call your Facility at least two hours prior to your work schedule or as soon as possible.

If your tardiness or absences cause an adverse effect on the efficiency and productivity at your location, you may receive disciplinary action, and if not corrected, will be subject to termination.

If it is necessary for you to be absent, find your own replacement employee and have the schedule change approved by your department head.

All employees not reporting to work in accordance with the Company policy (who do not have an approved replacement) will be considered an unexcused absence and will be subject to discipline, up to and including termination.

Failure to call in and/or appear for two consecutively scheduled workdays (no call/no show) will be considered a voluntary termination. Extenuating circumstances may affect this and should be reported to your supervisor at once.

### Notification of Absences

The employee must report their own absences, this should not be done by a family member, friend, etc. Text messages and/or E-mail messages are not acceptable forms of communicating notice. Failure to follow the procedure when calling in absences will result in an unapproved absence.

### Unapproved Absences

All absences from your work must be approved by your supervisor, department head or Facility Leadership unless otherwise permitted according to the leave and time off policies in this handbook. Unless the absence is due to an emergency, approval for an absence (including vacation and/or personal days) must be obtained prior to the absence.

Understand that reported but excessive absences will result in discipline up to and including termination.

## Employment Classifications

Employees are classified as either exempt or non-exempt, and into full-time, part-time or PRN status. Each employee is placed in a classification. The classifications are listed and described below.

### Exempt/Salary Employees

Exempt positions will only be full-time positions and must qualify as one of the exemption categories outlined in the Fair Labor Standards Act (FLSA), such as administrative exemption, professional exemption, and executive exemptions. These employees will be paid on an annual salary basis (in accordance with FLSA regulations) and therefore, are ineligible for overtime compensation. Exempt positions may regularly work more than 40 hours a week

### Non-Exempt/Hourly Employees

Non-exempt positions are paid a standard rate for only those hours worked and are eligible for overtime pay. Overtime must be pre-approved and will be paid at the rate of time and a half for every hour worked over 40 in any given workweek. There may be full-time non-exempt positions or part-time non-exempt positions.

### Full-Time Employee

Full-time employees are those whose regularly scheduled workweek is 30 hours or more per week. They are entitled to all employee benefits after completion of the 90-day introductory period. Some benefits may begin immediately while others may be delayed or prorated.

### Part-Time Employee

Part-time employees are those whose regularly scheduled workweek is fewer than 29 hours. Part-time employees are entitled to pro-rated benefits after completion of the introductory period.

### PRN Employee

PRN employees are those who work on occasion, as needed, and may or may not work a regular business schedule. PRN employees are not entitled to employee benefits.

## Performance of Work Tasks

Tasks necessary for the care of the Residents/Tenants and the efficient operation of the Facility comes before any other consideration.
Employees assigned to a specific area for duty must understand that they are subject to work in other areas when circumstances require. Assignment or variation in work schedules and work area is at the sole discretion of the supervisor or department head.

Each employee is expected to be at their assigned location to begin work at the scheduled time and to remain there until their scheduled workday is completed. Employees may not begin work prior to the time scheduled unless specifically authorized by the department head or Facility Leadership.

## Identification

Identification badges are issued to all employees by the Facility. Employees are required to wear their badges in plain view at all times while on duty. A charge may be assessed for the replacement of lost identification badges. The loss of a badge must be reported immediately by the employee to their department head.

## In-Service Meetings

In-service training and educational programs are conducted throughout the year. This includes online/computer-based training and internet based educational programs. On-site attendance for in-service meetings is mandatory for designated employees and time will be compensated.

If you are unable to attend one of the training meetings, employees must make a written request to their Administrator/Executive Director or department head for an excused absence.

Unexcused absences for in-service meetings may result in disciplinary action up to an including termination. An absence without prior notification constitutes an unexcused absence.

## Health Exam Requirements

Each employee may need to satisfactorily complete a physical examination every four years to continue employment at your Facility. The results of your physical must be available to the Facility thirty (30) days prior to, or thirty (30) days after the fourth anniversary of their previous physical examination.

## Facility Property

As an employee of the Facility, you have been entrusted with the supplies and equipment necessary to perform your duties. While your portion may seem small, the total financial investment in such property is significant. Therefore, each employee must exercise economical use of supplies and take good care of equipment. The efficient and economical use of supplies will be evaluated as part of each employee's merit rating which will be used to recommend their wage increase.

### Theft and Destruction of Property

Of necessity, the Facility is open 24 hours a day. Employees, therefore, are urged to be alert to entry of unauthorized persons. If anyone is seen on- site who does not appear to be an employee, or who may be outside his/her regular working area, the person should be offered assistance in directing them to their destination. Employees shall refrain from abuse, theft, deliberate destruction of or tampering with community property and equipment as well as the property of fellow employees, Residents/Tenants and visitors. Violations must be reported to Facility Leadership immediately.

### Employee Property

Employees are expected to safeguard their own personal property while on duty. The Facility will not be responsible for employee property which may be lost or stolen. Articles of value found on the premises will be turned over to the business office and with proper identification will be returned to the rightful owner. If you lose anything, report the loss to the business office.

## Visitors

Normally, employees may not entertain visitors during working hours. It is your responsibility to inform relatives and friends of this policy. If a visitor must call on you at work, it is important to meet with the visitor briefly during your meal break or rest break.

## Volunteers

In some areas, volunteers may be used. When persons are willing to donate their time and talents, all employees are expected to accept them, cooperate with them and assist them in all ways possible.

## Personnel Records

It is essential that employee personnel records current and up to date with personal information. Promptly report any change in name, address, telephone number, marital status, dependents, payroll changes or persons to contact in case of emergency, etc. in writing to the Administrator/Executive Director.

## Cell Phone Policy & Personal Phone Calls

While at work, employees are expected to exercise the same discretion in using personal cell phones as they use with company phones. Excessive personal calls or text messaging during the workday, regardless of the phone used, interferes with and detracts from quality and safe care of our Residents/Tenants. Employees should limit all personal calls and text messages to meal and/or break times and any such calls/texts must be made/received in the employee break area. Employees should ensure that their friends and family members are aware of this policy. In the unusual event of an emergency or anticipated emergency that may require immediate attention, employees should notify their department head in advance to obtain permission to receive/make personal calls/text messages that would otherwise violate this policy.

To ensure that our Residents/Tenant's privacy rights are in no way compromised or violated, employees are strictly forbidden from using their cellular telephone (or any other recording device) to take photographs, videos, or otherwise recording Residents/Tenants and Residents/Tenants property while in the workplace.
Employees found to have violated this policy will face disciplinary action up to and including termination.

## Technology & Social Media Policy

This policy applies to all employees when they are using computers or Internet connections supplied by the Facility, whether or not they are on or off the clock, and whether or not they are posted from the Facility's premises.

The Facility provides computers and Internet connections for business purposes: specifically, care plans, MDS, or service plans, payroll, business correspondence, DCI and Nurse Aide registry background checks. You should use those computers only for Facility business. The community has the right, but not the duty, to monitor all communications and downloads that pass through its computers at its sole discretion. Any information retained on the community's computers may be disclosed to outside parties or to law enforcement authorities.

You may not disseminate or knowingly receive harassing, sexually explicit, threatening or illegal information by use of the community computers including offensive jokes or cartoons. You may not use the community computers for personal or commercial advertisements, solicitations or promotions. You are responsible for safeguarding your password for the system. Passwords should not be printed, stated online, or given to others. Users are responsible for all transactions made using their passwords. The Facility is not responsible for the actions of individual users.

E-mail resembles speech in its speed and lack of formality. Unlike speech, e-mail leaves a record that is often retrievable even after the sender and recipient delete it. If you would not want your family to read your message on the front page of the newspaper, do not send it by e-mail.

You may not download or use material from the Internet or elsewhere in violation of software licenses, or the copyright trademark and patent laws. You may not install or use any software especially that obtained over the Internet without written permission from Facility Leadership.

If you observe or learn about a violation of this policy, you must report it immediately to Facility Leadership.

Failure to comply with the foregoing Technology & Social Media Policy is subject to discipline including loss of access to the community computers, discharge from employment, and possible legal actions for damages or indemnification.

### Social Media

Your Facility defines social media as online interactions on social networking sites, in comments on Websites and any other public or quasi-public interactions online.

Employees need to make sure they are fully aware of the risks -- especially those that threaten our and your hard-earned reputation. This is a fast-changing world and you will need to exercise judgment in many areas. When combining personal and professional material, employees must rise to your Facility standards in what they post, comment on or otherwise share, making careful use of privacy settings on social media sites.

Use of your Facility technology, networks and internet access is a privilege granted by management and may be revoked at any time for inappropriate conduct carried out on such systems, including, but not limited to:

- Distributing, or creating disruptive, offensive, harassing, or threatening documents or messages, including offensive comments about race, gender, appearance, disabilities, age, sexual orientation, pornography, religious beliefs and practice, political beliefs, or national origin. Harassment of any kind is prohibited.
- Sending chain letters or participating in any way in the creation or transmission of unsolicited commercial e-mail ("spam") that is unrelated to legitimate community business.
- Sharing your Logon-ID or passwords.
- Engaging in private or personal business activities including excessive use of social media, video streaming, instant messaging or chat rooms.
- Accessing or attempting to access data for which you are unauthorized either inside or outside the corporation.
- Disparaging, profane or abusive language.
- Downloading or transmitting copyrighted materials without permission from the copyright holder. Even when materials on the network or the Internet are not marked with the copyright symbol, employees should assume all materials are protected under copyright laws unless explicit permission to use the materials is granted.
- The intentional or unintentional revealing of community confidential material to people, both inside and outside the community, who do not have a need to know that information. Confidential Material is information which is not generally available to the public and is available to you only because of your status as an employee, contractor, temporary worker, or other worker at your Facility.
- Processing, distributing, transmitting, storing or displaying electronic material which is obscene, pornographic, profane, sexually explicit, libelous or defamatory.

It is the responsibility of every technology user of your Facility to know these guidelines, and to conduct their activities accordingly. Employees are encouraged to immediately report abuses to their department head or to Facility Leadership. Employees who abuse or violate these guidelines are subject to disciplinary action. Some violations may constitute criminal offenses, as outlined in local, state, and federal laws; your Facility will carry out its responsibility to report such violations to the appropriate authorities.

Your Facility owns the rights to all data and files in any computer, network or other information system used in the Facility and to all data and files sent or received using any company system or using your Facility access to any Technology network. Users should never consider electronic communication to be either private or secure. Your Facility has the right, but not the obligation, to monitor any and all aspects of its technology systems including reviewing e-mail sent and received by users. Users understand that your Facility may use automated software to monitor material created, stored, sent or received on its computer network.

Employees are responsible for any Facility equipment they have possession of. Users must make every effort to protect laptops, USB drives, etc. from loss or theft. Should loss or theft occur the user should report it to their department head or Facility Leadership immediately.

## Progressive Disciplinary Policy

The Company reserves the right to deliver warnings, place employee on performance improvement plans, and/or terminate employment at any time and in any order. However, this Progressive Disciplinary Policy is designed to retain employees, while using termination as a last result. The Company reserves the right to skip any part of the progressive discipline process depending on the nature of the offense.

### Coaching

Is a verbal re-education on policies procedures, or expectations, which should be given as soon as a manager or employer notices an issue with the employee's job performance or behavior. Although coaching's are verbal reprimands, written documentation should be kept in the employees personnel file.*

### Verbal Warnings

Verbal warnings may be delivered at any time and should be recorded. The verbal warning will be documented and the employee will be presented a copy to read and sign indicating receipt of the documentation. The documentation will be placed in the employee's personnel file.* This would be for minor infractions.

Failure to adhere to a verbal warning may lead to further disciplinary action, up to and including termination.

### Written Warnings

Written warnings are to be given according to the seriousness of the infraction, or when one or more verbal warnings are being ignored. Written warnings will either be delivered via email or in person, or both.

The written warning will be documented and the employee will be presented a copy to read and sign indicating receipt of the documentation. The documentation will be placed in the employee's personnel file.*

Failure to adhere to a written warning may lead to further disciplinary action, up to and including termination.

### Performance Improvement Plans or Probation

If an employee has committed a single severe infraction, or several small infractions, they may be placed on probation for either 30, 60, or 90 days in an effort to directly address an issue, give the employee time to correct the issue, and ultimately retain the employee. Failure to correct the action within the specified amount of time, may lead to further disciplinary action, up to and including termination.

### Suspension

Suspension, with or without pay, may be used while executing an ongoing investigation or for corrective action purposes or for severe disciplinary action.

The suspension will be documented and the employee will be presented a copy to read and sign indicating receipt of the documentation. The documentation will be placed in the employee's personnel file.*

Failure to correct the action while suspended, may lead to further disciplinary action, up to and including termination.

### Termination

Termination may be used as a last result of a corrective action plan not being effective with an employee or if the infraction was so severe, all other forms of discipline are deemed to be ineffective by the leadership team.

### Examples of Misconduct

**Minor** - (breaches of the rules or required standards, but not of a nature serious enough to warrant dismissal or more formal action initially)

- Poor timekeeping
- Personal use of telephones
- Regular or unauthorized absences
- Poor performance

**Serious** - (breaches of the rules or required standards of a nature serious enough to warrant dismissal in some instances)

- Insubordination
- Continues poor performance after appropriate support & training
- Incapability due to drugs or alcohol
- Serious misuse of computers or other equipment
- Repeated incidents of minor misconduct

**Gross** - (breaches of the rules or required standards of a nature serious enough to warrant dismissal in all instances)

- Serious insubordination
- Theft or Fraud
- Violence or bullying
- Serious breach of confidence
- Serious neglect of health & safety procedures

*Failure or refusal to sign documentation regarding the disciplinary step taken does not negate the disciplinary action. Failure/refusal to sign will be notated on the documentation, which will be placed in the employee's personnel file.

## Dependent Adult Abuse

### Fraud and Abuse – False Claims Act

Your Facility is committed to its role in preventing health care fraud and abuse and complying with applicable state and federal law related to health care fraud and abuse. The Deficit Reduction Act of 2005 requires information about both the federal False Claims Act and other laws, including State laws, dealing with fraud, waste, and abuse and whistleblower protections for reporting those issues. To ensure compliance with such laws, your Facility has policies and procedures in place to detect and prevent fraud, waste, and abuse, and also supports the efforts of Federal and State authorities in identifying incidents of fraud and abuse. This policy sets forth information concerning your Facility's existing policies and procedures, including avenues for reporting concerns internally, and an overview of the Federal Civil False Claims and Program Fraud Civil Remedies Acts and applicable laws of the State of Iowa.

Your Facility takes health care fraud and abuse very seriously. It is our policy to provide information to all employees, contractors and agents about the Federal and State false claims acts, remedies available under these provisions and how employees and others can use them, and about whistleblower protections available to anyone who claims a violation of the Federal or State false claims acts. We also advise our employees, contractors and agents of the steps your Facility has in place to detect health care fraud and abuse. Your Facility has incorporated the following State and Federal Laws concerning false claims within this handbook:

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FEDERAL AND STATE FALSE CLAIMS LAWS

The Role of Federal and State Laws in Preventing Fraud, Waste, and Abuse: The Centers for Medicare & Medicaid Services (CMS) defines "fraud" as the intentional deception or misrepresentation that an individual knows to be false (or does not believe to be true) and makes, knowing that the deception could result in an unauthorized benefit to himself or another person. CMS defines "abuse" as incidents or practices of providers that are inconsistent with sound medical practice and may result in unnecessary costs, improper payment, or the payment for services that either fail to meet professionally recognized standards of care or are medically unnecessary.

The Federal Government and the State of Iowa have enacted criminal and civil laws pertaining to the submission of false or fraudulent claims for payment or approval to the Federal and State governments and to private payers. These false claims laws, which provide for criminal, civil, and administrative penalties, provide governmental authorities with broad authority to investigate and prosecute potentially fraudulent activities, and also provide anti-retaliation provisions for individuals who make good faith reports of waste, fraud, and abuse.

The Federal Civil False Claims and Program Fraud Civil Remedies Acts, applicable State laws, and anti-retaliation provisions are summarized in the following sections.

FEDERAL CIVIL FALSE CLAIMS ACT

The Civil False Claims Act (31 U.S.C. §3729 et seq.) is a statute that imposes civil liability on any person who:

- knowingly presents, or causes to be presented, a false or fraudulent claim, record or statement for payment or approval;
- conspires to defraud the government by getting a false or fraudulent claim allowed or paid;
- uses a false record or statement to avoid or decrease an obligation to pay the Government; and,
- other fraudulent acts enumerated in the statute.

The term "knowingly" as defined in the Civil False Claims Act ("FCA") includes a person who has actual knowledge of the information, acts in deliberate ignorance of the truth or falsity of the information, or acts in reckless disregard of the truth or falsity of the information. No proof of specific intent to defraud is required.

The term "claim" includes any request or demand for money or property if the United States Government provides any portion of the money requested or demanded.
Potential civil liability under the FCA currently includes penalties of between five thousand five hundred and eleven thousand per claim, treble damages, and the costs of any civil action brought to recovery such penalties or damages.

The Attorney General of the United States is required to diligently investigate violations of the FCA and may bring a civil action against a person. Before filing suit, the Attorney General may issue an investigative demand requiring production of documents and written answers and oral testimony.

The FCA also provides for Actions by Private Persons (qui tam lawsuits) who can bring a civil action in the name of the government for a violation of the Act. Generally, the action may not be brought more than six years after the violation, but in no event more than ten. When the action is filed it remains under seal for at least sixty days. The United States Government may choose to intervene in the lawsuit and assume primary responsibility for prosecuting, dismissing or settling the action. If the Government chooses not to intervene, the private party who initiated the lawsuit has the right to conduct the action.

In the event the government proceeds with the lawsuit, the qui tam plaintiff may receive fifteen to twenty-five per cent of the proceeds of the action or settlement. If the qui tam plaintiff proceeds with the action without the government, the plaintiff may receive twenty-five to thirty per cent of the recovery. In either case, the plaintiff may also receive an amount for reasonable expenses plus reasonable attorneys' fees and costs.

If the civil action is frivolous, clearly vexatious, or brought primarily for harassment, the plaintiff may have to pay the defendant its fees and costs. If the plaintiff planned or initiated the violation, the share of proceeds may be reduced and, if found guilty of a crime associated with the violation, no share will be awarded the plaintiff.

### Whistleblower Protection

The Civil False Claims Act also provides for protection for employees from retaliation. An employee who is discharged, demoted, suspended, threatened, harassed, or discriminated against in terms and conditions of employment because of lawful acts conducted in furtherance of an action under the FCA may bring an action in Federal District Court seeking reinstatement, two times the amount of back pay plus interest, and other enumerated costs, damages, and fees.

## FEDERAL PROGRAM FRAUD CIVIL REMEDIES ACT OF 1986

The Program Fraud Civil Remedies Act of 1986 ("Administrative Remedies for False Claims and Statements" at 38 U.S.C. §3801 et seq.) is a statute that establishes an administrative remedy against any person who presents or causes to be presented a claim or written statement that the person knows or

has reason to know is false, fictitious, or fraudulent due to an assertion or omission to certain federal agencies (including the Department of Health and Human Services).

The term "knows or has reason to know" is defined in the Act as a person who has actual knowledge of the information, acts in deliberate ignorance of the truth or falsity of the information, or acts in reckless disregard of the truth or falsity of the information. No proof of specific intent to defraud is required.
The term "claim" includes any request or demand for property or money, e.g., grants, loans, insurance or benefits, when the United States Government provides or will reimburse any portion of the money.

The authority, i.e., federal department, may investigate and with the Attorney General's approval commence proceedings if the claim is less than one hundred and fifty thousand dollars. A hearing must begin within six years from the submission of the claim. The Act allows for civil monetary sanctions to be imposed in administrative hearings, including penalties of five thousand five hundred dollars per claim and an assessment, in lieu of damages, of not more than twice the amount of the original claim.

This Section Will Include Medicaid and State FALSE CLAIMS AND WHISTLEBLOWER PROVISIONS after they have been approved and implemented in Iowa Law and/or the State Medicaid Plan

Examples of a possible false claim:

1. Making false statements regarding a claim for payment;
2. Falsifying information in the medical record;
3. Double-billing for items or services; and,
4. Billing for services or items not performed or never furnished.

What should be done if a possible false claim has been made:

1. If an employee discovers an event that is similar to one of the examples of a false claim above, an employee is encouraged to:
    a. Report to Administrator/Executive Director or client compliance officer for further investigation. If the employee is not comfortable doing this;
    b. The employee should contact his/her immediate supervisor at; and/or,
    c. The employee should contact the Facility compliance officer.

2. An employee is not required to report a possible FCA violation to the client first. A report may be made directly to the Department of Justice or appropriate State or Local Agency. However, in many instances your Facility and our clients believe that the use of its internal reporting process is a better option because it allows your Facility and our clients to quickly address potential issues. Your Facility encourages employees to consider first reporting suspected false claims to the Administrator/Executive Director or Facility supervisor but the choice is up to the employee.

3. Your Facility will not retaliate against any employee for informing the client, the Company or the Federal or State government of a possible FCA violation.

An employee with any questions or concerns regarding this policy should contact Facility Leadership.

# 3.0 Compensation & Payroll

## Time Clocks

Each non-exempt employee is responsible for clocking their own time. The Facility will pay wages only for authorized time. No employee is authorized to clock in more than seven (7) minutes before the employee's shift begins or more than seven (7) minutes after the employees shift ends, unless the employee has prior approval from the Administrator/Executive Director.

An employee clocking in or out for another employee will be subject to termination. All time clocked will be reviewed and approved by the department head and Facility Leader before an employee will be paid.

All employees are required to clock in and out whenever leaving the premises on personal or facility business. Non-Exempt employees must clock out for scheduled lunch breaks.

## Overtime Policy

Your Facility is subject to the Fair Labor Standards Act (FLSA) requirement that hourly, non-exempt employees are compensated for all hours worked. It is this community's policy that hourly, non-exempt employees will receive one and one-half (1.5x) times their average base rate(s) of pay for all hours worked over forty (40) hours per work week. Salaried employees exempt from overtime rules under the Fair Labor Standards Act are not eligible for overtime pay.

## Pay Periods

Employees are paid bi-weekly, every other Wednesday. Payroll is processed the week following the end of the two-week pay period with paychecks issued Wednesday the week following.

## Advances

Employees ages 18 and older have access to the DailyPay program which allows you to track your daily income with updates after every shift you work, transfer your earnings instantly or next day and automatically save a portion of your paycheck.

For each active work hour, employees build an available balance. A portion of these earnings can be transferred early if needed. On payday, employees will receive their net pay earned less any early transfers and associated fees.

## Direct Deposit

Direct deposit is available and we encourage all employees to participate. Direct deposit offers the convenience and safety of having your funds deposited electronically into your designated bank/savings accounts. Funds are available to the employee on the pay date. Pay stubs will be available online.

### Payroll Deductions

Social Security, Federal, and State withholding taxes are deducted from your payroll check according to law. The community will pay an equal amount on your behalf to the Employer's Social Security Account with the U.S. Government.

### Wage Garnishments

The Facility is required to satisfy all garnishment notices when delivered. Garnishments will continue until the Facility has received the appropriate notification from the issuing entity that the garnishment obligation has been satisfied or discontinued. The Facility will conform to applicable federal and/or state laws and regulations relating to garnishments.

### Wage Increases

Pay increases, including Cost of Living Adjustments (COLA raises), are not automatic, annual events. When granted a pay increase, the amount will be based on the employee's job duties and performance.

### Expense Reimbursements

The Facility will reimburse employees for Administrator/Executive Director pre-approved expenses incurred on behalf of the community. Expense reimbursement forms are available in the business office. All requests for reimbursement must be in writing and a receipt for each expenditure must be attached to your request. No expenditure will be paid without a paid receipt or cancelled check. Requests for expense reimbursement should be turned in to the Administrator/Executive Director for payment.

## 4.0 Employee Benefits

### Benefit Plan

Full-time employees who work or are expected to work at least thirty (30) hours a week and have completed one (1) month of employment with the Facility are eligible to participate in the employer's Benefit Plan the first of the following month.

When you become eligible for the Benefit Plan, an employee may enroll in the health insurance plan within thirty (30) days of their eligibility date. If the decision is made to participate in the plan later, employees will only be permitted to do so if they meet one or more of the following requirements and do so within thirty (30) days of one of these events:

- Meet the new hire eligibility waiting period of the first of the month following one month (1) from date of hire.
- At Open Enrollment which occurs the month prior to the employer's plan anniversary; or
- During Special Enrollment/Life Event such as marriage, divorce, legal separation, birth or adoption of a child, change in child's dependent status, death of spouse, child or other qualified dependent, change in residence due to an employee employment transfer or loss of coverage.

Please reference your Benefit Portal for information specific to the plans offered. The site can be reached at https://myviewsmarionbenefits.com.

## Continuation of Health Insurance (COBRA)

Should employment terminate with the Company, an employee may be eligible for continuation of health insurance coverage when certain events occur. Also, a spouse and/or dependent child(ren) insured in the group health plan may be eligible for continuation coverage when certain events occur.

Complete information about the circumstances under which the employee, a spouse and/or dependent child(ren) may become eligible for continuation coverage will be provided to the employee at the time they become covered in the group health plan.

## Paid Time Off Benefits

### PTO

The Views of Marion has established a PTO program that combines vacation, sick, and holiday into a single accrued benefit. Employees shall accrue prorated PTO based on the amount of hours worked. To accrue PTO, an employee must work a minimum of 20 hours per pay period. PTO hours are not included as time worked for purposes of calculating overtime. PTO shall be accrued based on all hours worked.

Employees will accrue PTO according to the table below:

| Years Complete | PTO Earned for Each Hour Worked | Maximum Days Accrued |
|---|---|---|
| Hire Date to 1 Year | .0424 | 11 Days |
| 1 – 3 Years | .0500 | 13 Days |
| 3 – 8 Years | .0692 | 18 Days |
| 8+ Years | .0769 | 20 Days |

- PTO must be taken in 1 hour increments.
- PTO can be used for vacation after 90 days of continuous employment and requests must be submitted in writing.
- A maximum of 176 hours of PTO may be accumulated.
- PTO may be used immediately for sick leave (as designated in the sick leave policy).
- Employees must use PTO before taking unpaid time off.
- Employees will not be allowed to go into a negative PTO balance. If time off is needed, and there is no PTO balance available to the employee, the time will be unpaid. Excessive requests for

unpaid time off may result in disciplinary action, up to and including termination. For further details on unpaid time off, please see below.

Time off requests must be submitted in writing as far in advance as possible. Requests are to be submitted to and approved by the employee's supervisor. Our goal will be to schedule vacation in accordance with the request, however, time off requests are not guaranteed and are subject to scheduling needs.

If an employee resigns, has the required PTO balance available in their bank, and gives two or more weeks' notice as required per policy, they will be paid available unused PTO provided they work their notice period or are excused from working the notice.

If an employee quits without providing the required notice or terminates for any other reason except retirement, they will forfeit any accrued paid time off benefits. Employees will not be allowed to take vacation time during their resignation notice.

### Sick Time

Regular Full Time and Part Time employees are eligible to receive sick pay benefits for non-work related injuries or illnesses. Employees may begin using sick time immediately.

Employees will not be paid more PTO time than they would average in a normal week.

In order to receive sick pay benefits, you must meeting the following requirements:

1. Your supervisor must be notified as soon as possible before the scheduled start of work.
2. A physicians certificate is required for three (3) or more scheduled work days of illness or at the request of the Administrator. Employees that have been absent from work for three (3) or more days due to illness may also be required to provide a physician's written release to return to work.
3. Any employee abusing the PTO and sick time policy will be subject to disciplinary action which may include termination.
4. The use of PTO in this matter, other than FMLA, does not excuse the employee from possible consequences and the employee may be subject to discipline in accordance with the applicable attendance and/or discipline policies.
5. Employees may not be able to return to work if there are restrictions put in place by their physician.

## Personal Leave

Employees may request up to two (2) weeks of unpaid personal time off, in a 12 month period, to be used when they do not have PTO/Sick time nor do they qualify for FMLA. Requests must be submitted through their Facility Leader for approval. This time must be taken in one (1) week intervals.

## Unpaid Personal Leave of Absence

An unpaid personal leave of absence may be granted upon request to regular full- and part-time employees for important pressing personal needs, at the discretion of their direct supervisor and Administrator/Executive Director.

- Individuals employed by your Facility for a minimum of 90 days are eligible to apply for an unpaid personal leave of absence.
- Unpaid personal leave may run concurrently with any available PTO balance. After the PTO balance is utilized, the remainder of the time will be unpaid.
- Your Facility will attempt to hold an employee's position open for the period of unpaid personal leave, if such leave is two (2) weeks or less. If leave is greater than two (2) weeks, the employee, if qualified, will be entitled to the first reemployment opportunity available over the next six months.
- Employee health benefits will be continued in the same manner as received prior to the leave, if the leave is for two (2) weeks or less, and the employee will be expected to remit payment for the employee's portion of the health insurance premium prior to departing for unpaid personal leave, and in an amount equivalent to the expected period of absence. If an employee requests leave which will extend beyond the two (2) week period, the employee will be advised of COBRA continuation rights.
- Accepting employment elsewhere is not a qualified reason for unpaid leave under this policy and may result in termination of employment at your Facility.

### Procedure for applying for unpaid personal leave

Requests for unpaid personal leave must be made in writing to the employee's department manager and/or Facility Leadership and should indicate the reason and the length of leave requested.

The department manager shall review and act upon a request for unpaid personal leave in consideration of the following factors:

- The purpose for which the leave is requested.
- The length of time the employee will be away.
- The effect the leave will have on the ability of the department to carry out its responsibilities.
- The quality of the employee's performance prior to the submission of the request.

All unpaid personal leaves must be approved by the department manager.

### Procedure for returning from unpaid personal leave

An employee who has been granted an unpaid personal leave of absence shall give the department manager reasonable notification of the intent to return to work at least two weeks prior to the return date.

Upon receiving notification of the employee's availability, the supervisor or department head will arrange to have the employee reinstated to the employee's previous position, if available.
If the previous position is no longer available, the employee may be considered for other open positions which the employee is qualified for as they become available.

If no position exists, the employee will remain on unpaid leave status until a suitable opening develops. If such an opening does not occur within a 60-day period, any obligation to reinstate the employee is discontinued and the employee's leave status is changed to a voluntary termination. Future reemployment would be as a rehire with only legally required reinstatement of applicable benefits.

## Bereavement Period

Your Facility understands a work/life balance is important and wants to encourage the team to take time off for family matters such as a death in the family. An employee who wishes to take time off due to the death of an immediate family member should notify their supervisor immediately.

Employees will be given three (3) days of paid Bereavement leave for immediate family members and one (1) paid day for extended family. If additional time is needed to grieve the loss of a family member or loved one, PTO may be requested.

| Family Category | Definition | Bereavement Leave |
|---|---|---|
| Immediate Family | Spouse, Child, Father, Mother, Sibling, or any Step or In-Law Equivalent | Up to 3 Days |
| Extended Family | Aunt, Uncle, Grandparent, Cousin, or any Step or In-Law Equivalent | 1 Day |

## Holiday Pay

Exempt employees will receive 8 hours of holiday pay for full-time employees and 4 hours of holiday pay for part-time employees on the following days only:

- New Year's Day
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Non-Exempt employees will only be paid based on actual hours worked.

Employees will receive both holiday pay and regular pay for hours worked on a holiday listed. The occurrence of a holiday on an employee's regularly scheduled day off cannot be used as a reason to make changes to the employee's basic workweek. Holiday pay will be paid separate from regular pay and will not be used to calculate overtime pay.

## Maternity Leave

You must apply for your maternity leave at the time that your pregnancy first becomes known to you, but this does not mean that your leave must start then. You may continue to work until a physician makes a decision that you should not continue working. We require a written statement from your physician giving both your expected delivery date and the approximate length of time that your physician believes that you can safely continue to work. We realize, of course, that these dates may be adjusted from time to time based upon your health at the time of each of your periodic checkups.

If you are located in Iowa, your Facility complies with the state law, which requires that employers with

four or more employees must offer a maximum of 8 weeks unpaid leave for pregnancy or pregnancy related conditions. Your Facility requires employees to take their accrued PTO concurrently with the 8 weeks leave allotment, or to take the leave unpaid. A maximum of 4 weeks of any accrued paid leave will be allowed. Any further leave will be unpaid until the employee returns to work. Prior to returning to work, a full release from your physician must be provided to your Facility. You will retain your seniority and benefits status during a maternity leave. The Facility will make every effort to assign you to your old job, if it is still available. In the event a permanent employee has filled your old position, you will be assigned to a job with comparable pay and duties.

## Jury Duty

If you receive a summons to report for jury service, you must notify your supervisor immediately. If your work assignment is essential to the operations of the Facility, we may ask the court to excuse you from jury service. Your Facility complies with applicable law with respect to jury duty service.

If the employee is excused from jury duty any part of the normal workday, the employee should report to work and check in with their supervisor to complete their shift. Employees failing to meet these stipulations will forfeit jury duty pay.

## Military Leave

If you are required to attend Reserve or National Guard training, or otherwise required to serve in the U.S. Military Service, you will be granted a leave of absence to the extent required by applicable State and Federal laws. Military leave will be unpaid unless otherwise required by law. The employee is required to provide your Facility a copy of the governmental notice setting forth the date and time for training or the requirement that the employee report for active duty.
Employees returning from leave will be re-instated to their former pay status and benefits as if they had not been on leave. Any across the board increases or bonuses occurring during the leave will be given to the returning employee. Seniority status will be calculated as if they had not been on leave.
Return to work must occur within a reasonable amount of time as defined by federal & state laws. You must reapply for your job when you want to come back to work for us if you have been absent because of military service for longer than 31 days.
When you serve on active duty with the armed forces of the United States or a state National Guard unit, whether voluntarily or otherwise, you are eligible for a military leave. You must apply for a military leave of absence when you enlist or are called to serve on active duty if you want to retain your rights to your job.

## Family Medical Leave Act (FMLA)

Your Facility complies with the Family and Medical Leave Act (FMLA) and will grant up to 12 weeks of leave during a 12-month period to eligible employees (or up to 26 weeks of military caregiver leave). The purpose of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law. If you have any questions, concerns or disputes with this policy, please contact Facility Leadership.

### Eligibility

To be eligible for leave under this policy, employees must meet all of the following requirements:

- Have worked at least twelve (12) months for your Facility.
- Have worked at least 1,250 hours for your Facility over the twelve (12) months preceding the date the leave would commence.

The 12 months of employment do not have to be consecutive. All periods of absence from work due to or necessitated by service in the uniformed services are counted as hours worked in determining eligibility.

### Reasons for Leave

To qualify as FMLA leave under this policy, the leave must be for one of the following reasons:

- The birth of a child or placement of a child with the employee for adoption or foster care.
- To care for a spouse, child or parent who has a serious health condition.
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job.
- For any qualifying exigency arising out of the fact that a spouse, child or parent is a military member on covered active duty or on call to covered active duty status.
- To care for a covered service member with a serious injury or illness.

### Amount of Leave

An eligible employee can take up to 12 weeks of FMLA leave during any 12-month period. The company will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the company will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA military caregiver leave during a single 12-month period. For this military caregiver leave, the company will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

Eligible spouses who both work for the company may only take a combined total of 12 weeks of leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition. Both may only take a combined total of 26 weeks of leave to care for a covered injured or ill service member (if each spouse is a parent, spouse, child or next of kin of the service member).

### Intermittent Leave or a Reduced Work Schedule

Employees may take FMLA leave in one consecutive block of time, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member) in a 12-month period.

The company may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the company and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced-hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the company's operations.

### Employee Notice Requirement

All employees requesting FMLA leave must provide verbal or written notice of the need for leave to the Administrator/Executive Director or HR manager.

When the need for the leave is foreseeable, the employee must provide the company with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave fewer than 30 days in advance, the employee must provide notice of the need for the leave either the same day the need for leave is discovered or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the company's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

Within five business days after the employee has provided this notice, the HR manager will complete and provide the employee with a Notice of Eligibility and Rights and request a medical certification or other supporting documentation as necessary.

### Designation of FMLA Leave

Within five business days after the employee has submitted the required certification or other documentation, the HR manager will complete and provide the employee with a written response to the employee's request for FMLA leave using the FMLA Designation Notice.

## Employee Status and Benefits During Leave

Your Facility will continue an employee's health benefits during the leave period at the same level and under the same conditions as if the employee was continuously at work.

While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of insurance premiums. While on unpaid leave, the employee must continue to make this payment, either in person or by mail.

The payment must be received in the accounting department by the 1st day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The company will provide 15 days' notification prior to the employee's loss of coverage.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the company will require the employee to reimburse the company the amount it paid for the employee's health insurance premium during the leave period.

If the employee contributes to a life insurance or disability plan, the company will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums, or the company may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the company will discontinue

coverage during the leave. If the company maintains coverage, the company may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

### Employee Status After Leave

An employee who takes leave under this policy may be asked to provide a fitness for duty clearance from a health care provider. This requirement will be included in the company's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one that is virtually identical in terms of pay, benefits and working conditions. The company may choose to exempt certain key employees from this requirement and not return them to the same or similar position when doing so will cause substantial and grievous economic injury to business operations. Key employees will be given written notice at the time FMLA leave is requested of his or her status as a key employee.

### Use of Paid and Unpaid Leave

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid vacation, personal or sick leave prior to being eligible for unpaid leave. Sick leave may run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, when an employee takes six weeks of pregnancy disability leave, the six weeks will be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee will then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement. An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by the company's sick leave policy) prior to being eligible for unpaid leave.

### Intent to Return to Work from FMLA Leave

On a basis that does not discriminate against employees on FMLA leave, the company may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

## Definitions

**Serious health condition** means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. This can include conditions with short-term, chronic, long-term or permanent periods of incapacity.

**Spouse** means a husband or wife as defined or recognized in the state where the individual was married and includes individuals in a common law or same-sex marriage. Spouse also includes a husband or wife in a marriage that was validly entered into outside of the United States, if the marriage could have been entered into in at least one state.

**Child** means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability" at the time that FMLA leave is to commence.

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

**Qualifying exigency** includes short-notice deployment, military events and activities, child care and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

**Covered active duty for members of a regular** component of the Armed Forces, means duty during deployment of the member with the Armed Forces to a foreign country. For a member of the Reserve components of the Armed Forces, means duty during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty in support of a contingency operation, in accordance with 29 CR 825.102.

**The next of kin of a covered service member** is the nearest blood relative, other than the covered service member's spouse, parent or child in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

**Covered service member** is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation or therapy, or is in outpatient status or on the temporary disability retired list for a serious injury or illness.

**Serious injury or illness** is one that is incurred by a service member in the line of duty on active duty that may cause the service member to be medically unfit to perform the duties of his or her office, grade, rank or rating. A serious injury or illness also includes injuries or illnesses that existed before the service member's active duty and that were aggravated by service in the line of duty on active duty.

# 5.0 Safety & Emergencies

## On-the-job Injury

Your Facility cares about your safety; however, you have a personal stake and responsibility to safeguard yourself from injury and company property from damage by fire or accident. It is important that you familiarize yourself with the safety rules of your job in order to be proactive in preventing accidental injury to yourself or the Residents/Tenants.

All work-related accidents or injuries must be reported immediately. It is important to remember that even small injuries may require attention to prevent infection from developing. When notifying your Facility of the accident or injury, you will be asked to complete the Employee's Report of Injury Form.

This form will assist your Facility in conducting an investigation, even though the injury may not be serious enough to require hospital treatment or cause loss of time from work.

As soon as the injury is reported, call the appropriate authorities as necessary. During this time, your Facility reserves the right to request the injured employee submit to a drug screen immediately following the accident or injury. A Work Ability and Return-to-Work form must be provided to the attending physician to outline potential restrictions, follow up appointments, or release dates. You are also obligated to inform the physician that your Facility will accommodate modified job duties in order to get you back to work as quickly as possible.

All forms (Employee's Report of Injury Form, Work Ability and Return-to-Work form, drug screen results, and any other information provided by the physician) must be returned to your Facility immediately following release from the hospital. In order for you to return to work, we must receive a written release from your physician outlining your restrictions or that you are able to return to work without restrictions.

## Worker's Compensation Insurance

We pay the entire cost of this insurance and every employee is protected while working for us. Your benefits include payment of your job-related medical expenses and income protection if you are disabled and cannot work.

You are obligated to do the following in the event of a work-related injury. Failure to do so could compromise your eligibility for Worker's Compensation benefits.

- Respond quickly to the Worker's Compensation claims representative's calls or requests for information. Let your representative know if your medical condition changes.
- Stay in touch with us! We want to make sure everything is going well.
- Make sure your doctor knows your Facility provides light-duty/modified job duties for injured workers.
- Return all forms from your physician to your employer.
- Follow your doctor's restriction both at work and at home.
- Schedule and attend follow up appointments recommended by your physician.
- Your ability to return to work depends on a written release from your doctor that either outlines your restrictions or your ability to return without restrictions.

## Emergency and Disaster Preparedness

Your Facility Emergency and Disaster Preparedness Plan in place for the unlikely occurrence of a catastrophic event. This information should be reviewed regularly and is located in the main business office at your Facility.

## Health Emergencies

The health, safety and welfare of each member of our team, patients and family members and our community is a high priority for the Company. As such, we will closely monitor public health outbreaks and will respond accordingly, as quickly as possible.

In these situations, the circumstances are often evolving and dynamic, so our response to it will continue to change. As such, we expect employees to adhere to the safety policies at all times, maintain a clean work environment for the safety of themselves and others, and wear the appropriate PPE when required.

In these situations, the circumstances surrounding travel both domestically and internationally will also evolve. Your Facility will comply with state and federal recommended guidelines when it comes to domestic and international travel. The guidelines will be communicated to all staff, and employees are expected to ask questions for clarification if any of the guidelines are unclear at the time of their expected travel.

# 6.0 Separation of Employment

## Separation

All employment and compensation with your Facility is "at will." Employees can be terminated with or without cause, and with or without notice, at any time, at the option of either your Facility or the employee, except as otherwise provided by law.

## Resignation

If you should decide that it has become necessary to quit your job, we request that you give us a full two (2) weeks' notice and that you present your resignation in writing to your supervisor. We want to avoid any misunderstanding over your decision to quit or the last day that you propose to be available for work.

## Final Paycheck

Your final paycheck will be issued following the last day of work, in line with the Facility's normal pay periods.

We reserve the right to replace you in your job anytime during your notice period. In the event that we elect to replace you during your notice period, you will be paid through the end of employment.
Any unpaid benefit premiums and/or miscellaneous company debts will be deducted from your final paycheck.

## Exit Interview

You may be asked to participate in an exit interview either during your last few days on the job or later by mail. The purpose of this exit interview is to permit you to share with us your thoughts on your employment here and any other comments that you might wish to make. All information will be kept strictly confidential and will in no way affect any reference information that the management will provide another employer about you.

## COBRA

If an employee was enrolled in the Facility's health insurance plan at the time of separation, continuation of coverage is available at full cost to the employee. COBRA information will be provided

by mail. Election of COBRA will allow an employee to continue their health insurance through the same plan for up to 18 months following the end of employment at full cost.

## PTO Payout

Remaining PTO will be paid out based on the current balance. If an employee resigns during the Introductory Period, PTO will not have been accrued, and is therefore not eligible for payout. Exiting employees are not entitled to any "severance pay" even if no notice is given upon termination.

### Eligibility Requirements:

- Must resign with a full two (2) weeks notice, in writing,
    - If you have a PTO balance at the time of resignation and you resign with a full two (2) weeks notice, you are eligible for PTO payout.
    - If an employee resigns without providing two (2) weeks notice, they will forfeit paid vacation benefits.
- Return all company property to your Facility,
- Must not take PTO during resignation period,
- Must have not been involuntarily terminated for any reason, and
- Must have not been on a performance plan or probation.

### Benefits of Eligibility:

- The availability to be reconsidered for actual employment in the future,
- To be paid out an employee's PTO balance, up to (2) weeks if the balance is available in your bank, and
- Receive a letter of recommendation from your Facility and/or an agreement to be a reference for future employment opportunities.

## Company Property Deduction

Should an employee intentionally damage and/or fail to return Company property at the time of a resignation or dismissal, or when requested, the cost of the property will be deducted from the employee's final paycheck. Additionally, if an employee does not return the keys to any facilities, the employee may be charged a reasonable fee for the locks to be changed. If the employee's final paycheck is not enough to cover the cost of the items, your Facility could take legal action to recover outstanding costs.

# Employee Handbook Acknowledgment Form

## Receipt and Disclaimer

I have received a copy of the Employee Handbook and have read it or have had it read to me carefully. I understand all of its rules, policies, terms, and conditions and agree to abide by them. I further understand that failure to do so may result in disciplinary action up to and including termination.

I understand and agree that my employment is "at-will," so that both the Facility and I remain free to choose to end the work relationship with or without cause and with or without notice. Similarly, no Facility employee has the authority to enter into an oral employment contract.

I understand that nothing in this handbook in any way creates an express or implied contract of employment between the Facility and myself, but rather, is intended to provide policies toward a better working atmosphere while the employer/employee relationship exists. I understand that this handbook serves as a guide to the current policies of the Facility and that certain items contained in this handbook are subject to change with or without notice.

Employee Signature_____ Date_____