

# Associate Handbook

HEALTHPRO®



HERITAGE

DISCLAIMER

THE CONTENTS OF THIS ASSOCIATE HANDBOOK ARE PRESENTED AS GUIDELINES FOR SOME OF THE COMPANY'S ( SPECTRUM PROFESSIONAL SERVICES, LLC, AFFINITY REHABILITATION, LLP AND ANY OTHER RELATED ENTITIES INCLUDING HEALTHPRO MANAGEMENT SERVICES, LLC AND HERITAGE HEALTHCARE, LLC) CURRENT POLICIES, PRACTICES, RULES, BENEFITS, AND PROCEDURES. THE HANDBOOK AND ITS CONTENTS SUPERSEDE, REPLACE, AND MAKE NULL AND VOID ALL PREVIOUSLY ISSUED, COMMUNICATED OR DISTRIBUTED POLICIES, RULES, PRACTICES, BENEFITS OR PROCEDURES. THESE POLICIES, RULES, BENEFITS, PRACTICES OR PROCEDURES MAY BE CHANGED, AMENDED, MODIFIED OR DISCONTINUED BY THE COMPANY WHEN THE COMPANY, IN ITS DISCRETION, DEEMS IT NECESSARY, WITH OR WITHOUT NOTICE. THIS HANDBOOK DOES NOT CREATE NOR SHALL IT BE DEEMED TO CREATE A CONTRACT OR ANY PART OF A CONTRACT EITHER EXPRESSED OR IMPLIED, BETWEEN THE COMPANY OR ANY ASSOCIATE. NOTHING IN THIS HANDBOOK BINDS THE COMPANY OR ANY ASSOCIATE TO A SPECIFIC OR DEFINITE PERIOD OF EMPLOYMENT OR TO ANY SPECIFIC POLICIES, PROCEDURES, BENEFITS, GUIDELINES, WORKING CONDITIONS OR PRIVILEGES OF EMPLOYMENT. **AS AN ASSOCIATE, YOU ARE AN AT-WILL ASSOCIATE COMPLETELY FREE TO LEAVE THE COMPANY AT ANY TIME YOU CHOOSE, AND THE COMPANY HAS THE SAME RIGHT TO END THE EMPLOYMENT RELATIONSHIP AT ANY TIME IT CHOOSES, FOR ANY OR NO REASON AND WITH OR WITHOUT CAUSE.** THIS IS JUST GOOD BUSINESS PRACTICE FOR EVERYONE.

NO SUPERVISOR OR MEMBER OF MANAGEMENT, EXCEPT THE COMPANY'S PRESIDENT, HAS THE AUTHORITY TO BIND THE COMPANY TO ANY EMPLOYMENT CONTRACT FOR ANY SPECIFIED PERIOD OF TIME WITH ANY ASSOCIATE, EITHER VERBALLY OR IN WRITING. THE ONLY VALID CONTRACT FOR EMPLOYMENT BETWEEN THE COMPANY AND ANY ASSOCIATE MUST BE IN WRITING AND SIGNED BY THE PRESIDENT.

I HEREBY ACKNOWLEDGE THAT I RECEIVED A COPY OF THIS HANDBOOK; THAT I HAVE READ AND UNDERSTAND THIS DISCLAIMER; AND THAT THIS DISCLAIMER APPEARS ON THE FIRST PAGE OF THIS MANUAL.

ASSOCIATE SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

ASSOCIATE ACKNOWLEDGMENT

I acknowledge that I have reviewed and signed the Disclaimer page that appears in a newly-issued Associate Handbook with an issuance date of June 01, 2016

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF ASSOCIATE

# Mission Statement

To enhance the quality of life of the individuals we serve and foster an environment for all to flourish by providing consistent quality care with honesty and integrity

*To achieve our vision, we adhere to the following core values:*

## Core Values

- **INTEGRITY**
  - Operate with honesty • Do what's right • Be ethical • Assure compliance • Fulfill promises • Be the best • Deliver lasting value
- **INNOVATION**
  - Think & plan innovatively • Create new programs • Be groundbreaking, proactive, & open minded • Stay ahead of the curve • Inspire greatness
- **COMPASSION**
  - Be passionate, attentive, reliable, & supportive • Understand the challenges faced by our clients & those they serve • Proactively communicate • Always follow through • Create strong relationships
- **GROWTH**
  - Exemplify team work • Provide opportunities – professional & personal • Create a positive environment • Develop programs that foster patient progress
- **RESPONSIBILITY**
  - Know the financial impact of your actions & decisions • Be responsible & cost effective • Analyze the numbers • Ensure success • Emphasize quality & efficiency
- **DEDICATION**
  - Work hard, play hard, enjoy what you do • Do what it takes • Never give up • Be smart • Have fun • Be loyal

## Customer Service Standards

- **RESPECT**
  - We will smile and greet you in a friendly manner
  - We will introduce ourselves, address you by name and clearly display our name badges
  - We will knock before entering your room or office and state our purpose for visiting
- **INTEGRITY**
  - We will act in the best interest of others and take accountability for doing the right thing
  - We will be truthful in word and action
  - We will admit mistakes and take corrective action
- **SERVICE**
  - We will offer explanations, not excuses and be courteous to our patient's needs
  - We will inform the patient of the care they will receive and the respective time frames
  - We will strive to anticipate customer needs at all times

- **EXCELLENCE**
  - We will work as a TEAM to collaborate, manage differences and work toward success
  - We will encourage and congratulate others on a job well done
  - We will go above and beyond what is required of us
  
- **STEWARDSHIP**
  - We will use supplies wisely and take care of the equipment
  - We will offer cost-saving measures
  - We will work productively and take accountability for our actions
  
- **COMMUNICATION**
  - We will communicate in a respectful and genuine manner
  - We will listen attentively with concern and sensitivity
  - We will use appropriate body language and tone of voice

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# WELCOME

Welcome to our Company! We are a dynamic multi-state rehabilitation services company. We are pleased you have joined our growing team of professionals. We pride ourselves in the clinical services we provide and realize that your skills play a vital part in the quality program we present to our customers. The commitment to our associates is reflected in our programs and benefits as we will do our best to address your professional goals and objectives.

We have developed a highly qualified team of motivated people – a group of individuals who will enable us to perform our mission and accomplish our goals. It is a company where you can make a difference – your opinions are valued! Your dedication and enthusiasm are key components to our success and your future.

In order to answer some of the questions that you may have as an associate of the Company, we present this Associate Handbook. Of course, not all of your questions can be answered in a handbook. Therefore, please do not hesitate to contact your manager or the Human Resources Department for any questions that may arise.

Our best wishes to you. We thank you for taking this first step in understanding our company.

John Heller  
Chief Executive Officer

Paul T. Shaw  
President



## **Introduction To The Associate Handbook**

This handbook is provided and is intended as a helpful tool describing the Company's Human Resources Policies. Unless otherwise noted, all associates are expected to adhere to the procedures contained herein.

The contents of this handbook and the policies described in it are as a matter of information. Personnel policies and benefits by their nature are constantly under review as they are affected by changes in applicable law, regulations, economic conditions, and the way our companies do business. The Company reserves the right to modify, revoke, suspend, terminate, or change any and all such policies and procedures, as it sees fit, with or without notice. This handbook does not constitute a contract, or any part of a contract, whether express or implied, between the Company and any of its associates.

Company benefit plans are defined in legal documents such as insurance contracts, official plan texts, summary plan descriptions and trust agreements. Thus, if a question ever arises about the nature and extent of plan benefits or if there is conflicting language, the formal language of the plan documents govern, not the informal wording of this handbook. Plan documents are available for your review.

This handbook is the property of the Company. No part of this handbook may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording or information storage and retrieval system or otherwise, for any business/commercial venture without the express written permission of the Company. The information contained in this handbook is strictly limited to use by the Company and its associates. The disclosure of this handbook to competitors of the Company is prohibited. Making an unauthorized disclosure of this handbook is a serious breach of the Company's standards of conduct and shall expose the disclosing party to disciplinary action and other liabilities as permitted under law.

# EMPLOYMENT

## Equal Employment Opportunity And Harassment Policy

The Company is strongly committed to complying with the requirements of Title VII of the Civil Rights Act, the Equal Pay Act, the Age Discrimination in Employment Act, the Pregnancy Discrimination Act, the Americans with Disabilities Act, the Immigration Reform and Control Act, Genetic Information Nondiscrimination Act and the Uniform Services Employment, the Reemployment Rights Act, California's Fair Employment and Housing Act ("FEHA") and all other federal and state equal employment and anti-discrimination and harassment laws. This policy is intended to comply with the requirements of these federal and state statutes and confers no further rights or remedies on associates other than those conferred upon them under these statutes.

**THIS POLICY IS NOT INTENDED TO AND DOES NOT CREATE ANY CONTRACTUAL RIGHTS UNDER STATE LAW; NOR DOES IT ALTER YOUR AT-WILL EMPLOYMENT STATUS.**

Pursuant to federal and state law, the Company prohibits discrimination and harassment based on protected categories such as race, color, national origin, ancestry, religion, religious creed, citizenship, sex, gender, pregnancy, gender identity, gender expression, sexual orientation, physical disability, mental disability, medical condition, genetic information, marital status, military or veteran status or age, or any other classification protected by law in any aspect of employment opportunity. The prohibition against discrimination applies to all aspects of employment, including, but not limited to, recruitment, hiring, promotions, compensation, benefits, discipline, transfers, layoffs, and terminations.

Disciplinary action, up to and including immediate dismissal, may be taken against any associate who violates this policy.

The prohibition against harassment applies to unwelcome verbal, written or physical conduct that denigrates, shows hostility or aversion toward, or is otherwise based upon an individual's protected status. Harassing conduct is conduct that (1) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Harassing conduct may consist of acts, requests, spoken words, gestures, or the production, display or circulation of written words, pictures or other materials. Harassing conduct includes epithets, slurs or negative stereotyping, threatening or intimidating or hostile conduct, denigrating jokes, and written or graphic material that denigrates or shows hostility or aversion toward an individual or group based on a protected status.

For purposes of this policy, "harassment" does not prohibit vigorous debate or intemperate comments regarding wages, hours and other terms and conditions of employment protected by Section 7 of the National Labor Relations Act ("NLRA").

While other forms of harassment are prohibited by these statutes, sexual harassment deserves special mention.

## **A. Definition of Sexual Harassment**

The Equal Employment Opportunity Commission (EEOC) has issued guidelines regarding sexual harassment in the workplace.

“Sexual Harassment” is defined by the EEOC guidelines as follows:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with and individual’s work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment includes threats or insinuations, either explicitly or implicitly, that an associate’s refusal to submit to sexual advances will adversely affect the associate’s employment, evaluation, wages, advancement, assigned duties, shifts or any other conditions of employment.

Other improper conduct in the workplace, whether committed by managers, co-workers, vendors, or clients is also prohibited by Title VII of the Civil Rights Act. This other conduct may include, but is not limited to, unwanted sexual flirtations; advances, propositions, or graphic verbal comments about an individual’s body; sexually degrading words used to describe an individual; the display in the workplace of sexually suggestive objects, pictures, writing, language or drawings; or unwelcome touching or physical contact.

## **B. Responsibility and Complaint Procedure**

Any associate who is the target of or a witness to discrimination or harassment or who has a good faith concern that another associate is being discriminated against or harassed should report the matter to Human Resources. The Company encourages associates to promptly report complaints or concerns regarding discrimination, harassment, or retaliation so that rapid and constructive action may be taken. Therefore, although no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of discrimination, harassment, and retaliation.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action, up to and including immediate termination. Acts of retaliation should be reported immediately to Human Resources, the Chief Executive Officer, or the President.

After discrimination, harassment, or retaliation is reported, an investigation of the complaint will be handled discreetly and confidentially to the fullest extent possible and lawful, consistent with adequate investigation and appropriate corrective action. However, nothing in this policy limits any associate’s right to discuss the wages, hours, and terms and conditions of employment or to otherwise engage in activities protected by Section 7 of the NLRA.

Anyone who subjects another to discrimination, harassment or retaliation will be subject to disciplinary action up to and including discharge. It is the responsibility of Human Resources to

make the intensely fact-specific determination of whether a violation of this policy actually has occurred, and to help determine what, if any, disciplinary or corrective action will be taken.

## **Americans with Disabilities Act (ADA)**

Our company is committed to complying fully with the Americans with Disabilities Act (ADA), California's Fair Employment and Housing Act ("FEHA"), and relevant state equivalents, and ensuring equal opportunity in employment for qualified persons with disabilities. It is the Company's policy not to discriminate against any qualified associate or applicant with regard to any terms or conditions of employment because of such individual's mental or physical disability or perceived disability so long as the associate can perform the essential functions of the job, with or without accommodation. Consistent with this policy of non-discrimination, the Company will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA or FEHA provided that such accommodation does not constitute an undue hardship.

If you believe you need a reasonable accommodation to perform the essential functions of your job, contact Human Resources as soon as possible. Associates who request an accommodation will not be subject to retaliation. Associates who believe they have been retaliated against for requesting an accommodation should file a complaint with Sr. VP of Human Resources, the Chief Executive Officer, or the President.

## **Employment of Relatives**

Subject to any applicable law, the Company permits the employment of relatives only when such employment does not create conflicts of interest or problems related to confidentiality. For purposes of this policy, a "relative" is defined as being related by blood or marriage. The expectations set forth below also apply to circumstances where coworkers marry, cohabit, or date.

Relatives are permitted to work in the same or different company facilities as long as no reporting or management chain relationship exists between them. The same applies to associates who are or become married, cohabit, or date. Subject to applicable law, no associate will be permitted to work in the "chain of command" of a relative, a spouse, or a person with whom the associate is cohabiting or dating, or in situations where responsibility, salary, career progress, or breach of confidentiality could be influenced by or could occur because of the other associate.

At the discretion of management, relationships that violate this policy will be evaluated and addressed accordingly. Additionally, temporary associates may, at management's discretion, be exempt from this policy.

## **Employment Classifications**

To facilitate payroll and benefits administration and to comply with various federal laws and regulations, employment categories have been established. Your employment is classified by the following categories:

**-Full-Time** - An associate who is regularly scheduled to work 30 or more hours per week. Full-time Associates are eligible for the benefits package and are considered non-exempt or exempt as defined

by the Fair Labor Standards Act (see definitions below) or the California Labor Code / Wage Orders, (if applicable).

**-Part-Time** - An associate who is regularly scheduled to work less than 30 hours per week, and are considered non-exempt or exempt as defined by the Fair Labor Standards Act (see definitions below) or the California Labor Code / Wage Orders, (if applicable).

**-PRN** – An associate who is considered “as needed” typically with no regularly scheduled hours.

**Non-Exempt** positions, as defined by the Fair Labor Standards Act or the California Labor Code / Wage Orders (if applicable), receive an overtime premium after working a particular number of hours/days (dependent on state law) in the pay period. Refer to the "Overtime Pay" section of this handbook for details.

**Exempt** positions, as defined by the Fair Labor Standards Act or the California Labor Code / Wage Orders (if applicable), are usually executive, administrative, sales, or professional positions. Exempt associates are paid a salary commensurate with their position, responsibility, and work schedule. No extra compensation is given for overtime or holiday work.

## **Prohibition Against Improper Deductions and Complaint Procedure**

The Company intends to pay all associates the correct amount of pay for all work performed. The Company intends to pay all exempt associates on a salary basis and will not make deductions from salaries that are prohibited under the Fair Labor Standards Act or under any applicable state law. If associates believe their salaries have been improperly reduced, they must immediately report the issue either to their manager or to the Human Resources Department, which will review their pay and immediately pay any unpaid wages or improper salary deductions, and comply with the FLSA and the any applicable law moving forward.

## **Employment Relations Program/Problem Solving**

One of the company’s main goals is to establish a harmonious working relationship with its associates. We have always emphasized that outstanding people are the key to our success, and we are proud of our team of associates. To ensure continued success, we realize that open communication is essential. If you have an issue that needs to be resolved, please follow this procedure:

1. Discuss the matter first with your immediate manager.
2. If your immediate manager cannot provide the answer, or does not resolve your issue, contact the Regional Manager/Regional Vice President about the matter.
3. If you are still unsatisfied, or if the issue remains unresolved, you should then submit your complaint in writing to the Sr. VP of Human Resources.

Anytime you feel your concerns are not being addressed through the above procedure, feel free to discuss your problem or suggestion with the Company's Human Resources Department.

## Associate Credentials

All staff requiring licensure or certification will have current license or other authorization to practice in the state(s) in which they work. Any staff person who fails to maintain valid licensing and certification will be unable to perform an essential function of his or her position and therefore ineligible for work. It is the responsibility of each associate to timely obtain continued work eligibility and to provide updated credentials to Human Resources no later than the date the existing license or certification expires. Company credentialing requirements may be supplemented or expanded from time to time by additional requirements as mandated by state laws, our customers or accreditation bodies governing the Company.

## Attendance and Tardiness

To provide continuous service to our clients, it is important that each associate be present for assigned duties. Unscheduled absences, regardless of the reason, present a hardship to our residents and fellow team members. A request for unscheduled time-off should be called in directly to your manager with as much notice as possible. Failure to appropriately communicate your absence may preclude you from taking PTO and result in non-payment for the time not worked, except when prohibited by law.

Our companies recognize that associates, on occasion, will have absences for unavoidable reasons. All associates are expected to work their scheduled shift hours; any changes in the amount of time worked by the associate must have management's approval.

The following attendance and tardiness guidelines have been established:

**Approved Absence** – Absence from work that has been pre-approved by management.

**Unscheduled Absence** – Failure to report to the job when scheduled to work.

**Unapproved Absence** – Time off taken by an associate without management approval.

Associates must personally telephone management when reporting absenteeism as soon as they realize they may be absent from work, unless doing so is not practical. The time frame within which the associate is required to notify management of their inability to work is at least 4 hours prior to their shift start time. Unless prohibited by applicable state or federal law, associates failing to report their absence before their scheduled shift begins may be subject to corrective action (unless a medical condition prevents this early notification)

Upon returning to work after illness or injury, associates must provide a medical certification to return to work if their absence was for three or more days. **Associates are considered to have abandoned their position, which will be documented as a voluntary termination and ineligible for rehire with the Company if they are absent from work for two (2) consecutive days without notification to management (unless otherwise mandated by state law).** The Company reserves the right to require verification of reason for absence.

## Standards of Conduct/Corrective Action

Company policies manage the conduct of associates while on company time. These guidelines are designed to help maintain a safe, pleasant, productive, and desirable place to work.

It is not possible to arrange a complete a list of all possible infractions. The guidelines listed are typical examples of infractions warranting discipline up to and including termination; however, the company reserves the right to discipline associates for any conduct deemed inappropriate.

Associates are subject to disciplinary action for engaging in the following conduct:

1. Being insubordinate, threatening, intimidating disrespectful or assaulting a manager/supervisor, fellow associate, customer or vendor
2. Taking or receiving, without authorization, goods, materials, or equipment belonging to the residents, visitors, fellow associates or the company.
3. Endangering, damaging, or causing loss of the property of residents, fellow associates, visitors, or the company through negligence or carelessness.
4. Falsifying or misrepresenting company records, reports, or other documents, or misusing, disclosing, or removing any record, report, or document.
5. Introducing, possessing, or threatening use of any weapon or provoking or participating in a physical altercation with another person on company property.
6. Sleeping during working hours.
7. Violating the Equal Employment Opportunity and Harassment Policy.
8. Engaging in any indecent or illegal act on Company property.
9. Organizing, operating, or conducting gambling activities during working time or on Company property.
10. Selling, possessing, or consuming intoxicating beverages or controlled substances on company property, or reporting to work under the influence of either. This policy does not prohibit associates from possessing or consuming prescription medication in the manner prescribed, provided that consuming such medication does not inhibit the associate's ability to safely perform the essential functions of his or her job.
11. Violating health and safety rules including, but not limited to horseplay, unsafe conduct, or unsafe acts, which jeopardize the health and safety of self or others or result in serious injury.
12. Abandoning resident care responsibilities during a shift without the permission of a manager
13. Signing any associate's time record; other than your own (excluding management approvals.)
14. Cheating, defrauding, or being dishonest, including accepting any form of gratuity from any resident or family, etc.
15. Soliciting and/or accepting a loan of money from a resident or family.
16. Misuse of Company equipment or supplies.
17. Harboring a disease or a condition that may endanger residents, fellow associates, or others on company premises.
18. Revealing confidential information concerning residents, including but not limited to violations of the Health Insurance Portability and Accountability Act ("HIPAA").
19. Using abusive language to a resident, a fellow associate, or a visitor.
20. Acting in a way that can be considered abuse, neglect, or mistreatment of a resident either physically, mentally, or verbally.
21. Violation of the Solicitation, Distribution, and Access Policy.
22. Leaving associate work area during working time without supervisory authority.
23. Failing to report suspected abuse, neglect, or mistreatment of a resident.
24. Making false or malicious statements about a resident, vendor, or a fellow associate.

25. Willfully violating any nursing home or resident care standard.
26. Entering the building while off duty for any purpose.
27. Excessive absences or tardiness, unapproved absences or absences without justifiable cause. (Associates not on disability are expected to report off daily when absent due to illness. Associates absent for two days without reporting will be considered a voluntary termination on the second day.)
28. Violating smoking regulations.
29. Posting, removing, or altering notices and/or signs, or writing in any form on the company's bulletin board without appropriate authorization.
30. Speeding, driving recklessly, or parking improperly in company parking lots.
31. Failure to keep accurate record of time worked.
32. Overstaying breaks or lunch periods.
33. Using company telephones without authorization during working time.
34. Failing to maintain acceptable standards of respect for and courtesy to residents, visitors, and fellow associates.
35. Violating dress code.
36. Failing to attend scheduled mandatory in-service training sessions.
37. Littering or failing to deposit trash in proper receptacles; contributing to disorderly or unsanitary conditions.
38. Conducting oneself improperly in other major instances of improper conduct not specifically listed.

Nothing in this policy prohibits associates from engaging in any conduct protected by Section 7 of the NLRA.

## **Social Media**

“Social Media” refers to any forms of communication or posting of information of any kind to the Internet. This includes, but is not limited to your own or someone else's blog, journal, diary, personal website, social networking site, web bulletin, chat room or any form of electronic communication that may nor may not be affiliated with the Company. The Company wishes to ensure that content posted by its associates is consistent with other Company policies regarding discrimination, harassment, and conduct, as well as all applicable federal, state and local laws and regulations regarding defamation, fair trade practices, advertising, marketing, intellectual property, and equal opportunity employment. However, the Company will not interpret or apply this policy in a manner that restricts or interferes with associates' rights, including their rights under the National Labor Relations Act.

You as the associate are personally and legally responsible for all information you post online. Associates cannot use social media during work time unless use of social media is listed in their job description. When using social media in your individual capacity, associates may not speak for or make representations on behalf of the Company, or purport to act for or on behalf of the Company. Any use of social media, including use in your individual capacity, that adversely affects your performance, resident confidentiality, safety, or our customer may result in disciplinary action up to and including termination. Use of social media in a way that constitutes discrimination or harassment may also result in disciplinary action up to and including termination. Associates are encouraged to use the Employee Relations Program/Problem Solving Procedure to resolve problems or complaints. However, neither that procedure nor this policy restricts or is intended to discourage



associates from discussing their terms and conditions of employment as protected by the National Labor Relations Act, and potentially other laws.

## **Information Technology**

Except for any privilege or confidentiality recognized by law, users have no legitimate expectation of privacy during any use of company resources, personal devices used for business purposes or any data on those resources. All Company systems may be monitored, recorded, intercepted, read, copied, accessed, captured or deleted in any manner including in real time, and used or disclosed in any manner, by authorized personnel without prior notice to individuals. Periodic monitoring will be conducted on any and all systems used, including but not limited to computer files and all forms of electronic communication, including email, text messaging, instant messaging, telephone/VoIP communications, computer systems and other electronic records.

All uses of information technology resources must comply with company policies, standards, procedures, and guidelines, as well as applicable Federal, State and local laws, including copyright laws and any 3<sup>rd</sup> party licensing agreements.

Acceptable use of information technology resources includes the following duties:

- Continuous vigilance and safeguarding of proprietary and confidential information from unauthorized use or disclosure
- Observing authorized access permissions and utilizing only approved information technology devices or services
- Immediately reporting suspected compliance and security incidents to the appropriate manager and the IT Security Officer (ISO) or other designated security representative.

## **Outside Employment**

The Company does not limit an associate's activities during non-working hours unless those activities interfere with or are in conflict with the performance of his/her job, or violate the Ethical Standard/Conflict of Interest policy. Associates must refrain from activities that compete with the Company.

## **Severe Weather/Disaster Policy**

As a health care company, we maintain a dual concern for both our associate's safety as well as the care of residents. From time to time weather conditions may make it difficult or impossible for an associate to commute to work. Should this occur, and cause an associate to be late or absent, the associate should contact their manager by phone. If the manager is unavailable, the associate should attempt to relay the message to another contact person, call back later, or if previously approved by management, leave a message on voice mail. Unless otherwise notified, the company is always open during scheduled work hours. Associates are trusted to make every effort practical to be at work and perform their duties unless it is clearly impossible or unsafe. Each associate should review with the direct supervisor the specific facility policy if applicable.

## **Separation of Employment**

### **Resignations**

While associates may resign at any time and with or without notice, all associates should give four (4) weeks' (30 days) notice in writing stating the reasons for resigning. If an associate does resign from his or her position, we ask that they do so in a professional manner and assure that all documentation and required work is completed as of their last day of employment. Associates who resign/leave without required notice will be considered as voluntary terminations, and ineligible for rehire with the Company

It is expected that any associate continue to work their normal schedule during the notice of separation period without absence. (Management reserves the right to waive a resignation notice at its discretion. If a resignation notice period is waived, the Company is not obligated to pay the associate through his or her separation date.) Associates may not use PTO as part of their notification period.

Associates who are absent for two consecutive days without notifying their direct manager will be considered to have voluntarily resigned without notice unless otherwise mandated by state law.

### **Final Paycheck**

Upon termination of employment, the associate will repay any monies owed to the company, and return all company property in their possession in accordance with applicable state law. Final paychecks will be distributed in accordance with applicable state laws.

### **Return of Company Property**

Whether separation is by resignation or dismissal, associates must turn in all company property (to include name badges, beepers, computers, technical devices (i.e. ipods/ipads), clinical supplies, manuals, forms, policies and procedures, electronic documentation, etc.) in their possession, and all clinical documentation must be accurate and complete. Final arrangements regarding any outstanding financial obligations with the Company should be arranged immediately.

### **Referral Programs**

Any active associate that refers a full-time licensed professional who is subsequently hired by the Company will receive a "Refer-a-Friend" bonus." The "Refer-a-Friend" bonus will be paid after the referred associate has completed 90 days of service. All associates are responsible for completing an online Referral Form that they can access on the company website. In addition, the Company will also reward any active associate with a "Refer-a-Facility" bonus for generating qualified leads that eventually turn into new contracts with facilities. The Refer-a-Facility can be done online through the company websites as well.

# **ETHICS AND CONDUCT**

## **Ethical Standards / Conflict of Interest**

Exactly what constitutes a conflict of interest or an unethical business practice is both a moral and a legal question. The Company recognizes and respects your right to engage in activities outside of your employment, which are private in nature and do not in any way conflict with or reflect poorly on the Company. Associates must refrain from activities, investments, or associations that compete with the Company, interfere with the associate's judgment concerning the Company, or exploit one's position within the Company for personal gains. Associates who engage in such conduct are subject to disciplinary action, up to and including immediate termination. This policy is not intended to, and will not be applied by the Company in any way that would violate the associates' right to engage in protected concerted activity regarding the terms and conditions of their employment.

If ever in doubt whether an activity meets our ethical standards or is conflicting, please discuss it with your manager.

## **Code of Conduct**

By signing the Handbook Acknowledgement, you attest that:

As a Healthcare professional, I am committed to practice my profession with honesty, integrity, and accountability.

I will:

- Promote and practice ethical, compliant and legal behavior
- Adhere to the company billing policy and procedure
- Promote the dignity of the profession
- Report all suspected fraud, abuse and policy violations in accordance with company policy
- Support the Standards of Practice for my profession
- Promote the right of privacy for all individuals and protect and maintain confidential information as required by law.

## **Tips and Gratuities**

Associates may not accept tips or other types of gifts or gratuities from residents or visitors, even if they are for a service given to the resident on your own time and off the premises. If a resident asks you for an allowable service beyond regular duties, you may comply; but cannot accept a gratuity. (If you do not wish to do it, you should notify your manager). Gifts or gratuities from organizations conducting business with the Company should be graciously declined if offered.

## **Telephones**

Phones should be answered in a prompt and courteous manner, giving your name and department. You should instruct others not to contact you by telephone at work regarding non-work related issues unless it is an emergency. When calling the Corporate Office or other Regional Locations,

use the toll free numbers when listed. Cell phones should only be used during working time for emergency situations and should be out of sight and placed on silent until after working time.

## **Release of Personal Information**

The Company keeps confidential information about applicants and associates. All requests for information on prospective, current or former associates should be directed to the Human Resources Department. This system is maintained for the protection of associates and for compliance with laws pertaining to personal privacy.

### Applicant Information

As part of the interview process, confidential information may be given to Company associates to determine the compatibility of an applicant for an open position. In the event that a candidate is offered and accepts employment at the Company, copies of her/his application information will be kept in her/his personnel file.

### References or Other Outside Requests:

Generally the Company provides only limited information to outside business or government entities that request information about associates or former associates.

The Company will verify information in the following areas:

- Dates of Employment
- Job Classification; and
- Current compensation (only if requested in writing with the associate's signature)

No information will be volunteered.

If an associate requests the release of additional information, then such request must be made in writing to the Human Resources Department. The Human Resources Department will determine whether it is appropriate to release additional information.

### Review of Personnel File

It is important that Company personnel files contain current information regarding associates. Associates will be responsible for updating any personal information changes such as address, telephone number, marital status, number of dependents, or emergency contact information, through Paylocity, our company online payroll system. Please ensure that your information is kept up to date to ensure that any company mailings, insurance documents, etc. are mailed to your correct address. You have the right to inspect your personnel file at reasonable times with reasonable notice. All personnel files are considered company property.

## **Drug Free Workplace**

The Company recognizes that the use and/or abuse of alcohol or controlled substances by associates presents a very serious threat to the safety and health of the associate, their co-workers, residents and the public. Therefore, to assure safety and maintain productivity it is the policy of the Company to

prohibit unlawful and unauthorized drugs, narcotics, or alcohol in the workplace and take specific action to ensure our workplace is free from the effects of drugs and alcohol abuse.

Associates are expressly prohibited from using, selling, or dispensing unauthorized alcohol or drugs, or narcotics; or the manufacturing of any drugs, narcotics or alcoholic beverages on Company premises or work sites. Associates are prohibited from reporting to work under the influence of unlawful or unauthorized narcotics or alcohol. Off premises use of alcohol and possession, use, or sale of illegal drugs (when such activities adversely affect job performance, job safety or the Company's ability to maintain its reputation in the community) will also be considered a violation of this policy.

To prevent or detect the presence of unauthorized drugs or alcohol in the workplace, the Company reserves the right to inspect Company property and any personal property that may be brought onto Company property that might conceal a drug, alcohol or other contraband. Associates shall have no expectation of privacy with regard to any portion of the Company's premises or such personal property brought onto Company property. All associates, contract employees and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband. Associates who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline up to and including discharge.

Associates involved in a recordable accident or injury may be required to submit to a substance abuse screening. In addition, if there is reasonable cause to believe that safety of the associate, co-workers, residents or others are endangered or that the associate's ability to do his or her job is impaired as a result of a controlled substance and/or alcohol, the associate may be relieved of current duties by management and be requested to undergo a medical assessment that may include a drug or alcohol test.

Failure to cooperate and submit to tests will be grounds for termination of employment.

The Company will pay for the full cost of the test, including the reasonable cost of any transportation to and from the designated testing facility. Associates will be compensated at their regular rate of pay for time spent submitting to a drug or alcohol test required by the Company. After the results of the test are received, a date/time will be scheduled to discuss the results of the test; this meeting will include a member of management and Human Resources.

Information and records relating to positive test results, drug and alcohol dependencies and legitimate medical explanations provided to Human Resources shall be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files.

## **Solicitation, Distribution, and Access Rules**

Each of us has probably found ourselves in a difficult situation when asked to make a purchase or donation to support a fund-raising drive or project. Although these are often worthwhile causes, they can disrupt normal operations as well as put unnecessary pressure on associates to participate. The following guidelines must be followed:

Solicitation and/or distribution of literature by non-associates on Company property are prohibited.

Solicitation, including solicitation by electronic means, by associates during working time is prohibited.

Distribution of literature by associates is prohibited during working time and prohibited in working areas at all times.

For the purpose of these rules, “working time” is defined as those periods which are designated for the performance of assigned job tasks by the associate doing the soliciting or distributing or the associates being solicited of offered material.

Nothing in this policy prohibits associates from discussing terms and conditions of employment.

## **No Smoking Policy**

The Company is a non-smoking organization for the health and safety of all associates. Smoking is not permitted in resident care areas or where oxygen or other combustibles are in use. Common areas within the facility in which you work may also be non-smoking. If you do smoke, please check with your manager regarding areas where smoking may be allowed during break times.

## **Reporting Resident Abuse and Neglect**

It is our company policy to treat residents with dignity and respect and adhere to the Resident’s Bill of Rights. Should an associate feel that a resident, a family member, or any other person may have been abused, neglected, or exploited, they must report this to their manager.

Any associate who has knowledge of an alleged incident involving acts or omissions which may constitute abuse, neglect, or exploitation will make an immediate verbal report to their manager. This includes situations in which an associate receives a resident complaint alleging acts or omissions which may constitute abuse, neglect, or exploitation, or has some other reason to believe that such an incident may have occurred.

## **Dress Code/Name Tags**

All associates will maintain a professional dress code and appearance that is appropriate for the workplace setting and for the work being performed when in facilities or representing the Company. Appropriate attire may vary from location to location. All associates are required to comply with the mandatory dress code at each facility. Nametags should be visibly worn at all times while within the facility.

### **Guidelines:**

1. Shoes: No open toe shoes or sandals are to be worn due to safety reasons.
2. Jewelry is to be used in moderation. It is not to be worn in any manner which could interfere with associates’ or residents’ safety.
3. Therapists are reminded that their professional appearance and demeanor represents the entire company when they are in facilities.

The Company will reasonably accommodate associates’ religious beliefs – including, but not limited to, associates’ religious dress practice and religious grooming practice – provided that such accommodation does not impose an undue hardship on the Company.

# **WORKING HOURS AND COMPENSATION**

## **Hours of Work**

Each full-time associate is expected to work the required minimum number of hours to maintain full-time status.

Part-time associates are expected to coordinate working hours with their manager to comply with the facility and treatment needs.

Changes in your daily schedule, such as a need to arrive later or leave early in order to keep a personal appointment, should be arranged in advance with your manager. In general, you are expected to coordinate your working hours with your manager considering the other members of your work team.

Your role is important to us. If you are going to be late or absent, it is important that you contact your manager compliance with the Attendance and Tardiness Policy.

Your pay is calculated from your time keeping records. Accurate time keeping on your part will ensure accurate compensation. Do not begin work until you have clocked in. When your shift is over, please clock out. If you forget to clock in or out, please see your manager immediately. Never clock in or out for another associate or modify another associate's time card.

Associates are strictly prohibited from performing work without recording their time.

## **Meals and Breaks**

All associates will be scheduled with required meal and break times as required by state law. Unless mandated, meal breaks will be unpaid and the schedule will be completed to accommodate for this time. Associates are required to take their full meal break without working. Failure to do so without being required by a supervisor could result in corrective action including termination of employment. Any time worked during a meal break must be accurately recorded to allow the Company to properly pay associates for all of their hours worked.

It is your responsibility to ensure that actual hours worked and all time away from work are recorded accurately. Falsification of time records is a breach of Company policy and is grounds for corrective action, up to and including termination of employment.

## **California Meal and Rest Period Policy**

Non-exempt associates in California (including non-exempt managers, if any) who work more than five hours in a day must take one 30-minute unpaid, uninterrupted meal period. That meal period must begin no later than five hours after the shift begins. Additionally, non-exempt associates in California (including non-exempt managers, if any) who work more than ten hours in a day must take two 30-minute unpaid uninterrupted meal period, and that second period break must begin no later than 10 hours after the shift begins. Associates should record their time out and time returned from their meal period(s). Associates who work no more than six hours in a day may voluntarily

agree to waive their meal period for that day if the manager agrees. Associates who work over six hours may not waive their meal period. Additionally, associates who work no more than 12 hours in a day may voluntarily agree to waive their second meal period for that day if the manager agrees to allow such a waiver and if the first meal period was taken. Associates who work more than 12 hours may not waive their second meal period.

Non-exempt associates in California will also receive at least one 10-minute rest period during each four hours of work, or major fraction thereof. The only exception applies if an associate's total daily work time is less than three and one-half hours. If an associate works more than six hours in a day, he or she will be entitled to a second 10-minute rest period. Rest periods shall be provided in the middle of each work period insofar as practicable. Rest periods may not be combined with each other or added to an associate's meal period.

Any associate who misses a meal or rest period during his or her shift must notify a manager on duty in writing no later than the end of the shift in which the meal or rest break was missed.

## **Direct Deposit**

As a multi-state, multi-site employer, the Company ensures timely payment of wages using electronic direct deposit. Associates may choose to have paychecks deposited directly to their checking and/or savings account or split between multiple accounts. A Direct Deposit form should be completed electronically with the new hire paperwork, and may be updated at any time. Normally, paychecks are deposited by the close of business on payday. If the payday is a holiday, your paychecks will be deposited the business day prior to the holiday. If the payday is Saturday or Sunday, your paychecks will be deposited on Friday.

## **Overtime Pay**

Non-exempt associates outside California who work in excess of 40 hours in a workweek will be paid at the federally mandated overtime

Overtime compensation is paid to all non-exempt associates in California at one and one-half times the regular rate for all hours worked in excess of 8 hours per day or 40 hours per week and the first 8 hours worked on the seventh day of work in any workweek. Overtime compensation at two times a non-exempt associate's regular rate is paid for any work in excess of 12 hours in one day and for any work in excess of 8 hours on the seventh day in a workweek.

A "work week" is defined as Sunday 12:00 AM through Saturday 11:59 PM.

Unless otherwise specified, overtime is computed based on the number of hours you actually work in a given week. For example, while you will be paid for Paid Time Off (PTO) days, these hours will not be included for the purposes of computing overtime. In addition, all overtime must be pre-approved by immediate manager. Failure to obtain approval to work overtime or failure to accurately report overtime worked may result in corrective action up to and including termination of employment.



## **Associate Performance Appraisals**

The purpose of the performance appraisal is to establish goals to improve job performance both through maximizing job strengths and stressing improvement of job weaknesses. All Full-time and Part-time associates will be given an appraisal each year.

If your performance does not meet expectations in certain areas, you may be notified by your manager and given the opportunity to correct it. Counseling of this nature is intended to help you and your manager work together to resolve performance related problems.

Nothing in this policy disturbs associates' at-will employment.

## **Travel**

Daily travel considered a normal commute to your assigned work site and back home is not a reimbursable expense. Should you be required to drive while on work time, it is your responsibility to ensure you have adequate insurance coverage per your provider. To ensure the safety of our staff, the company reserves the right to perform a Division of Motor Vehicles check on all associates employed in driving positions as well as require proof of insurance at any time.

## **SAFETY**

### **Safe Operating Procedures**

You are expected to practice safety at all times. If you are injured at work, you are required to report all injuries, no matter how minor, to your manager immediately.

In addition, you should immediately inform your manager of any unsafe condition or act that you observe. If you can correct an unsafe condition without possible risk of injury to yourself or others, you should take steps to correct it.

Poor housekeeping is one of the primary causes of accidents. It is the responsibility of every associate to maintain good housekeeping practices in the immediate work area. Your manager will discuss any specialized safety requirements of your department with you.

In summary, we recognize how important it is to have safe work habits, to use personal protective equipment as required, to use any available safety educational tools, and to take corrective action when violations of work rules such as horseplay, unauthorized removal of safety devices from machines or equipment, or reckless operation of company vehicles occurs.

### **Occupational Safety And Health Act (OSHA)**

The Occupational Safety and Health Act was created to protect associates from hazards in the workplace. The results should be a safe and secure working environment for all associates. Please report any unsafe conditions immediately to your manager. If an accident occurs, notify your Manager immediately.

## Fire Prevention and Disaster Plan

You have no greater responsibility than that of protecting and preserving the life of every resident who is entrusted to the care of the location. Good housekeeping and watchful care will help guarantee a safe environment. You are responsible for learning your location's fire regulations, procedures, and location of fire extinguishers, fire alarm stations, and exits.

## TIME OFF BENEFITS

### Paid Time Off (PTO) Program\*\*

All regular full-time associates receive payment under an all-inclusive paid time off (PTO) policy. Associates will be eligible for paid leave on occasions such as illness, holidays, or vacations. PTO hours accrue immediately upon hire; however, PTO hours may not be used until the associate has completed 90 days of employment.

All eligible associates will become eligible for paid time off (PTO) each pay period accruing on a calendar year at the following rate:

<u>Service Length</u>	<u>PTO Accrual Rate *</u>	<u>Avg. PTO Hours Eligible/Year for a 40 hour workweek</u>
1 – 3 years	.085	176 (22 days)
3+ - 6 years	.089	184 (23 days)
6+ – 9 years	.097	200 (25 days)
9 + years	.108	224 (28 days)

Requests for PTO need to be submitted to your manager per procedure with at least 30 days' notice. All PTO is subject to the approval of your manager based on business need.

Failure to complete one year of service, submit the required written notice, of failure to work the termination notice will cause the terminating associate to forfeit all accrued but unused PTO. Additionally, any associate discharged for-cause also forfeits all accrued but unused PTO. (unless mandated by state law).

\*\*This PTO policy is applicable only in those states where its provisions do not conflict with state law, specifically excluding California.

### Rollover and FMLA Bank

#### Full-time Field Staff & Rehab Directors

After the first pay day in January each year, any hours that an eligible associate has accrued in excess of 80 will automatically be transferred into a FMLA Bank (See details below) for that associate. Hours less than 80 will roll over to the next calendar year.

Regional Vice Presidents, Regional Managers, Recruiters, and Corporate Non-Executive support staff (IT, Office Staff, Accounting, Marketing, HR, and Staffing Coordinators) will have a “use it or lose it” policy in which any pto hours not used after the first pay day in January of each year, will be transferred into the FMLA Bank. (See details below) Accruals will start over each year.

All eligible associates will be able to accumulate up to a total of 200 hours in their FMLA Bank in addition to the hours in their regular PTO account. The hours in the FMLA bank can be accessed in situations where an associate’s absence would fall under the Family and Medical Leave Act. (For details, please see policy on Family and Medical Leave Act). An associate must exhaust all regular PTO hours, with the exception of 24 hours that they may retain, prior to accessing their FMLA Bank. FMLA Bank hours will not be paid out to an associate upon termination

**Illinois Staff Only:**

The maximum amount that an employee can have in their PTO account at any one time is 120 hours. Although employees can accrue up to 224 hours of PTO per year, some PTO must be used during the year to keep their PTO bank below 120 hours. Once employees reach their maximum PTO cap of 120 hours, they will no longer accrue PTO hours until their balance is reduced below the maximum cap amount. Any hours in an employee’s regular account at year end will roll over to the next year.

**FMLA Bank (Illinois Staff)**

After the first pay date in January each year, the Company will deposit a fixed amount of hours into a FMLA Bank for that associate based on their cumulative years of service with the Company at 12/31 as follows:

<u>FT Service/Tenure Length</u>	<u>Annual FMLA Bank Deposit Hours</u>
0 – 3 years	0
3+- 6 years	8
6+-9 years	16
9+ years	20

All eligible associates will be able to accumulate up to a total of 200 hours in their FMLA Bank in addition to the hours in their regular PTO account. The hours in the FMLA bank can be accessed in situations where an associate’s absence would fall under the Family and Medical Leave Act. (For details, please see policy on Family and Medical Leave Act). An associate must exhaust all regular PTO hours, with the exception of 24 hours that they may retain, prior to accessing their FMLA Bank

## **OTHER (NON PTO) BENEFITS**

### **Jury Duty**

The Company recognizes associate obligations to serve on state and federal juries. At the conclusion of the jury duty obligation, associates shall be returned to their positions without loss of seniority. Additionally, while on jury duty, associates participating in insurance and other benefits will be eligible for continuation of these benefits according to established leave of absence policies.

This particular leave shall also be granted to associates who are subpoenaed to appear in court as a witness. Please advise your manager immediately of your call to jury duty, so we may plan accordingly for your absence.

Unless state law requires, you will not receive compensation from the Company while you are on jury duty. Associates are required to submit documentation to the payroll department of attendance in order to be paid when required by state law. Should you have questions as to your state specific guidelines, please contact Human Resources.

### **Bereavement**

When a family death occurs, full-time associates will be compensated for time lost from their regular work schedule, up to a maximum of three consecutive regularly scheduled workdays. Under this policy, immediate family is defined as your spouse, father, mother, brother, sister, and children (including step-parents and step-children, in-laws and grandparents). One (1) day of bereavement pay will be extended for the death of a relative by blood or marriage outside of the immediate family.

Requests for bereavement leave should be made to your immediate manager no later than the first workday of the absence.

If a death in your immediate family occurs during a vacation, you must notify your manager and/or Regional Vice President immediately. Adjustments will be handled on a case-by-case basis.

The Company reserves the right to request proof that a death occurred and that the appropriate immediate family relationship existed.

If you wish to attend the funeral of a person who is not a member of your immediate family, or a relative by blood or marriage outside of your immediate family, you can request a personal leave of absence from your immediate manager. Normally, such unpaid leaves will be granted for one day only.

# LEAVES OF ABSENCES

## Family Medical Leave Act (FMLA)

### ELIGIBILITY

Associates who (1) have worked 12 months of prior service, (2) have worked at least 1,250 hours during the 12 months immediately preceding the date on which FMLA would commence, and (3) work at a location where at least 50 Associates are employed (or where at least 50 Associates are employed within a 75 mile radius) are eligible for unpaid FMLA leave.

### CIRCUMSTANCE OF FAMILY AND MEDICAL LEAVE

**Parental Leave** - Leave needed by the Associate to care for or bond with the Associate's child within 12 months of the birth or placement for adoption or foster care of the child.

**Serious Family Illness Leave** - Leave needed by the Associate in order to care for a spouse, domestic partner, child or parent who has a serious health condition (as defined below and/or by law).

**Serious Personal Illness Leave** - Leave needed by the Associate because of a serious health condition which renders the Associate unable to perform the essential functions of his job.

**Qualifying Military Exigency Leave** – Leave needed by the Associate because of a qualifying military exigency related to active duty, or a call to active duty status, of the Associate's spouse, child or parent. This leave is limited to family members of reservists or National Guard members called into federal service, and retired members of the regular Armed Forces; it does *not* apply to families of regular Armed Forces service members.

**Service member Family Leave** – Leave needed by the Associate to care for a spouse, child, parent or next-of-kin (nearest blood relative of the service member) who is a member of the Armed Forces (including a member of the National Guard or Reserves and those on the temporary disability retired list) who has a serious injury or illness (1) incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; (2) otherwise in outpatient status; or (3) otherwise on the temporary disability retired list.

### DEFINITIONS

**Serious health condition:** A serious health condition is an illness, injury, impairment or physical or mental condition which involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition which either prevents the Associate from performing the functions of the Associate's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of serious health condition.

An Associate's on-the-job injury will usually also qualify as a serious health condition. In this instance, the Company will designate the leave of absence due to an on-the-job injury as FMLA

leave. The leave of absence will begin to run from the beginning of the absence caused by the on-the-job injury and will run simultaneously with any worker's compensation benefits that also may be provided the Associate.

Associates may also qualify for Short-Term Disability benefits (if offered by the Company and available to the Associate) while on FMLA leave. Although an Associate may receive Short-Term Disability benefits, the leave is still considered and counted under FMLA.

**Qualifying Exigencies:** Qualifying exigencies which may qualify for FMLA include: (1) short-notice deployment; (2) military events and related activities; (3) non-routine childcare and school activities; (4) non-routine financial and legal arrangements; (5) related counseling; (6) rest and recuperation; (7) post-deployment activities; and (8) additional qualifying activities.

**Covered service member:** A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty which may render the service member medically unfit to perform his duties for which he is undergoing medical treatment, recuperation or therapy; or is in outpatient status; or is on the temporary disability retired list.

**Serious injury or illness:** A serious injury or illness incurred by the covered service member in the line of duty on active duty is one which may render the service member medically unfit to perform the duties of the member's office, grade, rank or rating.

Associates may not work at other employment during FMLA leave.

## **DURATION OF LEAVE**

**In General** – Except in cases of Service Member Family Leave, eligible Associates are entitled to a total of 12 weeks of FMLA during any “rolling forward” 12-month period. “Rolling forward” means that the 12-month period is measured from the date the Associate's leave begins. For example if an Associate takes 12 weeks of leave starting January 5, the Associate will not be eligible for FMLA leave until the next January 5.)

**Service member Family Leave** - Eligible Associates are entitled to a total of 26 weeks of leave in a single 12-month period. This 12-month period begins on the first day an eligible Associate takes FMLA to care for a covered service member and ends 12 months after that date. No more than a total of 26 weeks of all FMLA types of leave may be taken in a single 12-month period.

**Married Associate Couples** - In cases where both husband and wife work for the Company, they will be eligible for a combined total of 12 weeks of FMLA for the birth or placement of a child, or to care for a parent with a serious health condition (not parent-in-law). Similarly, if both husband and wife work for the Company, they will be eligible for a combined total of 26 weeks of leave for Service member Family Leave or for Service member Family Leave combined with any other type of Family or Medical Leave.

**Intermittent Leave or Reduced Work Schedule Leave** – Qualifying Military Exigency Leave may be taken intermittently, in separate blocks of time (no less than one hour), or on the basis of a reduced leave schedule under which an Associate's usual working hours each day or each week are reduced. When medically necessary, other types of FMLA may also be taken intermittently, in separate blocks of time (no less than one hour), or on the basis of a reduced leave schedule under

which an Associate's usual working hours each day or each week are reduced. The Company does not grant intermittent or reduced leave schedule FMLA for the birth or placement of a child.

## **REQUESTS FOR AND APPROVAL OF LEAVE**

**Notice and Scheduling of Leave** - Associates must provide the Company with at least thirty (30) days' notice whenever the need for the leave is foreseeable (such as when the leave is for an expected birth or placement for adoption or for planned medical treatment). For planned medical treatment, Associates must consult with the Company and make reasonable efforts to schedule the treatment so as to minimize the impact of the Associate's absence on the Company's operations and their fellow Associates. In cases where the need for leave cannot be anticipated thirty (30) days in advance, the Associate must give notice of the need for leave as soon as practicable (meaning the same or next business day). Failure to give proper notice of the need for FMLA may result in delay of the commencement of leave, and may result in the absences counting against the Associate for attendance and/or disciplinary action purposes.

Associates must contact the Human Resources Representative at least every 15 days while on FMLA leave.

Associates also must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.

**Required Documentation** – The Company requires that Associates provide documentation to support the need for FMLA leave. Associates may obtain these documents from Human Resources. FMLA for a serious health condition will require the Associate to submit a completed health care provider certification within 15 calendar days. For Service member Family Leave requests, the Company will also accept invitational travel orders (ITOs) or invitational travel authorizations (ITAs) issued by the Department of Defense. For foreseeable leaves, medical certification must be provided before leave begins.

The certification must include:

1. The date on which the serious health condition or other qualifying condition began;
2. The estimated duration of the condition and the need for care; and
3. The health provider's statement documenting the need for leave; and, if the leave is for your own serious health condition, a statement from the health care provider establishing that you are unable to perform the functions of your job, due to your serious health condition; or
4. The appropriate documentation from the military regarding the specific leave to be taken (i.e., exigent circumstances or injured service member case).

If you are unable to obtain the medical certification due to reasons beyond your control, you must notify Human Resources as soon as possible.

Failure to provide the required medical certifications may result in denial of FMLA or other leave, automatic resignation of the leave as other than FMLA, or treatment of the absence in accordance with attendance and/or disciplinary policies.

In the case of Qualifying Military Exigency Leave, a copy of your family member's active duty orders and documentation of the qualifying exigency will be required.

**Eligibility Notice** – The Company will generally notify you of your eligibility to take FMLA Leave. If you are not eligible, the Company will tell you why.

**Notice of Designation as Family or Medical Leave** –Once the Company has determined whether your leave qualifies as Family or Medical Leave, we will notify you of our determination. If the leave is qualifying, and if possible, we will advise you of the amount of leave that will be designated as FMLA. We may also advise you whether we will require a fitness-for-duty certification upon your return to work.

**Recertification** – The Company may request medical recertification of the condition in accordance with the FMLA. We may also provide your health care provider with information about your attendance and ask the provider to evaluate whether your attendance pattern is consistent with the need to be absent for the condition in question.

**Second and Third Opinions** – The Company may also require the Associate, at the Company's expense, to obtain a second opinion and third opinion as to the medical condition. We will let you know if such is required.

## **BENEFIT PARTICIPATION WHILE ON LEAVE**

An Associate on approved Family and Medical Leave may continue group health insurance coverage during the leave by paying the Associate's normal share of the cost of such coverage during the leave on or before the date when payroll deductions for such costs would normally be made. Failure to pay the Associate's share of the premium when due will result in elimination of coverage after thirty (30) days. After 12 weeks of leave the Associate will have to continue benefits through COBRA.

An Associate who fails to return from Family and Medical Leave may be required to reimburse the Company's cost of maintaining group health insurance coverage for the Associate and/or the Associate's dependents while on leave, unless the Associate's failure to return to work is due to reasons beyond the Associate's control or the continuation, recurrence or onset of a serious health condition of the Associate or the Associate's spouse, parent or child or, in the case of Service member Family Leave, the next-of-kin family member of the Associate.

## **USE OF AVAILABLE PAID TIME OFF**

Family / Medical care is unpaid. An Associate must use any available PTO, during any qualified FMLA leave unless the Associate is receiving compensation from workers' compensation, long term disability benefits, or short term disability benefits. Associates are only required to use available PTO if the Associate's absence would otherwise qualify for benefits pursuant to the terms of the applicable policies.

## **CREDITING OF BENEFITS WHILE ON LEAVE**

Benefits such as sick pay and vacation do not continue to accrue while Associates are out on unpaid leave. Similarly, Associates do not receive holiday pay for holidays that occur while the Associate is on unpaid leave.



## **REINSTATEMENT FOLLOWING LEAVE**

**Request for Reinstatement** - An Associate returning from FMLA leave for his or her own serious health condition should notify his/her manager of availability immediately upon being released to return to work by the Associate's health care provider. Failure to do so within two (2) working days of release to work will subject an Associate to disciplinary action. The Associate should also provide the Company with a certification from the health care provider confirming the Associate's fitness to return to his or her normal duties (or any limitations if the Associate's activities are limited if requested by the Company) or if the duration of the leave for the Associate's own serious health condition exceeded two (2) or more working days. Failure to provide a requested fitness-for-duty certification may result in denial of reinstatement until this certification is provided. An Associate desiring to return from FMLA leave prior to the date the leave was due to expire, must also give written notice to his or her manager of the desire to return to work at least two (2) working days, prior to the desired return date.

**Reinstatement** - An associate returning from FMLA will normally be reinstated to the position held by the Associate at the time the leave commenced or to an equivalent position. However, an associate returning from FMLA leave will have no greater right to employment or reinstatement to a specific position than an Associate who had been continuously employed.

## **BENEFITS AT REINSTATEMENT**

Associates returning from FMLA leave will have their benefits reinstated to the same levels as they enjoyed at the time the leave commenced, except for any paid leave benefits used during the leave. Changes in benefits which took place during the leave at the Associate's election due to annual enrollment or family status change or that would have occurred had the Associate not taken the leave will also apply. An Associate's pay rate will also be adjusted to reflect any unconditional or across-the-board pay changes during the period of the leave.

## **Pregnancy Disability Leave**

Associates in California who are disabled due to pregnancy, childbirth, or a related medical condition may take a pregnancy-related leave of up to four months pursuant to the California Fair Employment and Housing Act (FEHA), in addition to the family/medical leave described above. The leave may be taken intermittently or in a single block of time up to four months. In order to take pregnancy-related leave, the associate must submit a doctor's note indicating they are unable to perform the essential functions of their job due to the pregnancy. In addition, the doctor's note should indicate the length of the expected leave.

An associate who requests a reasonable accommodation for pregnancy, childbirth, or a related medical condition and provides medical certification documenting the need shall be provided with such accommodation unless it causes the Company an undue hardship. For example, a pregnant associate who requests a temporary transfer to a less hazardous or strenuous position will be given the transfer, so long as it is supported by medical certification from her health care provider, and the transfer can be reasonably accommodated.

## **LEAVE IS GENERALLY UNPAID**

Pregnancy disability leave is unpaid. However, you may elect to use your accrued PTO /Paid Sick Leave time while on a pregnancy-related leave. You may also be eligible for a partial wage

replacement through a disability insurance program if you are unable to perform the duties of your job due to pregnancy, childbirth, or a related medical condition. Note that neither the substitution of paid leave nor the integration of disability insurance benefits for unpaid leave shall extend the four-month maximum leave period or result in your receipt of more than 100 percent of your salary.

### **MEDICAL AND OTHER BENEFITS (IF ELIGIBLE)**

During your pregnancy-related leave, the Company will maintain your health benefits as if you continued to be actively employed. If paid leave is substituted for unpaid pregnancy-related leave, the Company will deduct your portion of the health plan premium as a regular payroll deduction. If your leave is unpaid, you must pay your portion of the premium on your regularly scheduled payday. Your healthcare coverage will cease if your premium payment is more than 30 days late. If your payment is more than 15 days late, we will send you a letter to this effect. If we do not receive your co-payment within 15 days after the date of this letter, your coverage may cease.

### **Disability Leave**

An associate may take a disability leave if necessary to reasonably accommodate a workplace injury or a disability under the Americans with Disabilities Act (ADA) or any state equivalent. If an associate feels the need to take a disability leave, the associate must immediately contact Human Resources to discuss eligibility and the expected duration of the leave. To the extent applicable, disability leaves under this section will run concurrently with any medical leaves described above. To be eligible for disability leave, the disability must make the associate unable to perform the essential functions of his or her job, with or without reasonable accommodation. The duration of a disability leave will be determined on a case-by-case basis depending on the circumstances surrounding the leave and the Company's ability to accommodate the leave request.

### **GENERALLY UNPAID**

Disability leave is unpaid. However, associates taking disability leave must concurrently use their accrued PTO/Paid Sick Leave while on the leave of absence, except if the associate is taking a workers' compensation or pregnancy disability related leave.

### **MEDICAL AND OTHER BENEFITS (IF ELIGIBLE)**

During a disability leave under this section, the Company will not maintain your health benefits unless otherwise required by law.

### **California Paid Family Leave (PFL)**

Associates in California are eligible for up to six (6) weeks of partial compensation by the State under the State Disability Insurance (SDI) if they are unable to work for the following reasons:

- To care for a seriously ill child, spouse, parent or domestic partner;
- Bonding related to the birth, adoption or foster care placement of a child of either the associate or the associate's domestic partner.

## **Personal Leave**

Unpaid Personal Leaves of Absence may be requested and granted to associates for compelling reasons but may not exceed thirty (30) days. Personal Leave is granted at the Company's sole discretion upon consideration of relevant factors including but not limited to the reason for the request, associates length of service (at least 90 days), attendance, work record and staffing. Associates must utilize all accrued PTO hours during the Personal Leave of Absence.

Personal leaves are not protected and are granted with the understanding that the company may not be able to reassign the associate to the exact position they had prior to the leave being approved or to another comparable position.

## **Military Leave**

Appropriate military leaves of absence will be granted by the Company pursuant to state and federal law.

## **OTHER COMPANY BENEFITS**

### **CEU360**

The company offers and will cover the cost of an online continuing education program, CEU360, for full time and part time associates to help associates maintain and advance their job knowledge, skills and fulfill licensing requirements. On occasion, there may be courses that an associate needs to take that are not offered through CEU360. Only in this circumstance will the associate be allowed to request approval from their Regional Vice President to take a course outside the program and be reimbursed by the company. Each course will be assessed on a case by case basis by the RVP for approval. PRN Staff will have access to CEU360 for the completion of their annual mandatory trainings.

## **Dues and Licensure Reimbursement**

All full time (30+hours/week) associates are eligible for reimbursement for state licensing fees once they have completed their initial ninety (90) days of employment. The Company will reimburse all full-time clinical associates for state licensure each year, or each renewal period. Licenses that expire are the sole responsibility of the clinician. In the event an associate voluntarily terminates full-time employment within twelve (12) months after an annual license renewal, the associate will repay the cost of the license previously paid by the company.

All Speech and Language Pathologists are eligible for reimbursement for clinical professional dues once they have completed their initial ninety (90) days of employment. Clinical professional dues will be paid if the associate is active in the state organization on a year-to-year basis.

## **Professional Liability**

Professional Liability insurance is currently provided by our companies at no cost to applicable associates. All questions regarding this coverage should be directed to Human Resources. If an associate is involved in any incident in which a resident sustains an injury or potentially sustains an injury, please contact your manager immediately to complete an Incident Report and ensure that it is forwarded to Human Resources immediately.

In some cases, an associate may receive a subpoena either by mail or in person in regards to an incident that may have occurred during their employment with our company. If this should occur, that associate should notify his/her manager prior to responding to any information request, and the manager and associate will need to contact the company attorney for assistance before responding to the request. The company attorney is here to assist our associates in this type of a situation should the need arise.

## **Worker's Compensation**

Associates are provided with a special insurance for any disabling illness or injury that occurs in the course of their work. This insurance is provided under the applicable state Workers Compensation Act and the Company pays the full cost of the insurance.

Should an unsafe condition or an accident occur, it must be reported to your manager as soon as possible, even if no one is injured. If an injury does occur, please seek medical attention, or in-house first aid. Also, it is mandatory that the associate (with the help of management) complete a first report of injury, and send it to the home office. Associates involved in a recordable injury or accident may be required to submit to a substance abuse screening. Your Manager and Human Resources must be notified within 24 hours of any injury. Failure to do so could result in late or denied payment of any benefits.

All absences due to an on-the-job injury will be documented so that the Company may keep and report accurate injury statistics.

If an associate is placed on light duty by his/her prescribed physician, the associate's Regional Vice President will determine whether the associate is able to perform his/her job in a safe manner. If unable to perform their normal duties, the manager will determine what, if any, reasonable accommodation can be made until the light duty restrictions are lifted. An injured associate must accept light duty work when offered by the company. If an associate is reassigned and the light duty restrictions continue for 90 days; the Regional Vice President and Human Resources will evaluate the situation at that time.

An associate receiving payments as a result of a workers' compensation injury must make arrangements to continue to pay any insurance premiums, while off on leave, with the Human Resources Department. When the associate is ready to come back to work, they must present a medical release from their Physician.

## **CONCLUSION**

The contents of this handbook and the policies described in it are as a matter of information only. The language used in this handbook is not intended to constitute a contract between the Company and any of its associates. The Company is an at-will employer.

This material was printed on 06/01/16 and replaces any previous description of the Company's Policies and Procedures.

Should you have any questions, please consult with your manager or Human Resources.

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