

Welcome to PACE North!

It is important you know that as an employee of PACE North you are a vital member of our team. The quality of your service and your commitment and dedication in assisting us to serve those in need is integral to the success of our programs and services.

You are joining a dynamic organization that is committed to providing high quality, person-centered care. As a service oriented Employer we strive to meet the varying needs of each individual we serve to enhance their quality of life.

PACE North acknowledges and values the contributions each team member makes in advancing our purpose and mission. We recognize that our strength is in you, the employee, and that your satisfaction in the workplace is directly related to the quality of care delivered to our participants.

Our expectation is that you strive for excellence in whatever role you serve, so that our combined efforts may carry on the valuable and noble service this Employer provides to our community. You, indeed, may take pride in being part of the PACE North team, knowing that your contributions can make a meaningful impact in someone's life.

May you find your employment at PACE North both rewarding and enjoyable.

Thank you, and again welcome,

*Sherrie Moseler*

Sherrie Moseler  
Executive Director

## **Introduction**

The intent of this handbook is to provide information and to offer guidelines on the subjects addressed. This handbook supersedes all previous employee handbooks that may have been distributed prior to this date. For the purposes of this handbook the term “Employer” refers to PACE North.

This employee handbook is not all-inclusive. The Employer must manage day-to-day activities and make policy decisions, which require flexibility, latitude and interpretation.

This employee handbook applies to all employees of PACE North and is meant to be guidelines for employment. In no way should they be construed to be an employment contract. No employee, management, or other person has the authority to enter into any agreement, expressed or written, on behalf of the Employer. If such activity occurs without obtaining prior written approval from the Executive Director, the action and agreement will be considered null and void.

It is important for employees to understand that the PACE North is an “at will” employer and does not hire employees for any specific duration. An employee may resign at any time according to policy, for any reason. This Employer may terminate the employment relationship at any time, for any reason. No representative of PACE North can waive this policy or authorize exceptions, either verbally or in writing except the Executive Director. To be effective, any such agreement must be signed by the Executive Director and the employee.

PACE North reserves the right to alter, amend, or change any policy at any time for any reason.

If you have questions regarding the content of this employee handbook, please see management or Human Resources.

# **Section I**

## **Employment**

### **EQUAL EMPLOYMENT OPPORTUNITY**

PACE North supports equal opportunity without regard to race, color, creed, age, sex, religion, national origin, disability, height, weight, marital or familial status, pregnancy, military service, genetic information, or other personal characteristics as protected by applicable law. This applies to all aspects of employment including hiring, compensation, promotion, discipline, or termination. If you observe or feel subjected to discrimination, you should report it immediately to Human Resources or the Executive Director for prompt investigation and resolution. Retaliation against an employee who brings forward a concern of discrimination is prohibited.

### **DISABILITY ACCOMMODATION**

PACE North is committed to complying fully with the Americans with Disabilities Act (ADA) and related state law and ensuring equal opportunity in employment for all qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis. Reasonable accommodation is available to all disabled employees, where their disability affects the performance of their job functions unless the accommodation would constitute an undue burden on PACE North or create a direct threat to the employee or others in the workplace. Employees who are granted reasonable accommodations will generally be required to perform all essential job functions and to meet the same performance standards and expectations with respect to those job functions as required of similarly-situated employees, unless otherwise provided by applicable law.

Any employee who believes he/she needs reasonable accommodation should notify his/her supervisor and Human Resources.

### **DISABILITY ACCOMMODATION UNDER MICHIGAN LAW**

Under Michigan law, employees have 182 days from the date they knew or should have known that an accommodation was needed, to request an accommodation. If the applicant/employee fails to do so, his/her legal rights under Michigan law may be affected. Requests for accommodations should be direct to an employee's supervisor and Human Resources. This notice provision does not affect rights under the Americans with Disabilities Act.

### **RELIGIOUS ACCOMMODATIONS**

PACE North respects an employee's freedom of religion, and will grant employees reasonable accommodations when needed to avoid conflicts between work duties and their religious beliefs, if it can do so without undue hardship.

Employees seeking time off for religious observances should provide as much advance notice of their need for time off as possible, as it may not be possible to honor last-minute requests. Employees may be required to use available PTO, if any, to cover absences for religious observances. Requests for additional leave or other accommodations will be evaluated on a case by case basis in accordance with applicable laws.

### **NURSING MOTHERS**

PACE North will provide private accommodations for any employee that is a nursing mother to express milk. Please contact Human Resources for an accommodation.

### **IMMIGRATION LAW COMPLIANCE**

PACE North is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate based on citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form, if they have not completed the I-9 form with PACE North within the past three (3) years, or if their previous I-9 is no longer retained or valid. Employees with questions or seeking more information on immigration law issues are encouraged to contact Human Resources. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

### **RESPONSIBILITIES ON THE JOB**

Job descriptions are provided to each employee at the time of hire and are also available for review in Human Resources. Each employee is required to satisfactorily perform the functions of his/her current job description with or without a reasonable accommodation and any future revisions of the job description as may be necessary.

An objective of PACE North is to provide a superior work environment that expects and rewards trust, dedication and teamwork. This superior work environment is, in part, achieved by maintaining a cooperative working relationship based on mutual respect and understanding. Policies and procedures provide a foundation for these relationships. PACE North policies are reviewed and revised as needed in accordance with industry standards, organizational needs, regulatory updates, or changes in laws. Employees are expected to know and abide by PACE North policies. Policies are available from Human Resources.

### **CONTRACTUAL EMPLOYEES**

Contractual employees are subject to the same State and Federal PACE requirements as PACE North employees. All employees, including contractual employees, are expected to meet competency standards through Quality Assurance Performance Improvement, and must meet the job description requirements.

All personnel whether employed by PACE North or employed as an outside contractor agree to abide by the provisions of the PACE North Employee Handbook with regards to PACE regulations.

### **INTRODUCTORY PERIOD**

The introductory period is a time for an employee to become familiar with and demonstrate proficiency in performing his/her job duties. As used throughout this handbook, the term “introduction” or “introductory period” refers to an employee’s initial ninety (90) days for non-supervisors, and one hundred eighty (180) days for supervisor or above positions. An employee’s introductory period may be extended an additional ninety (90) days to allow for further evaluation. Formal and informal evaluation processes as well as tools/observations and other means may occur during introduction to assist in analyzing the progress of Introductory employees, including but not limited to, punctuality and attendance. Completion of the introductory period does not alter an employee’s at-will employment status.

### **EMPLOYMENT STATUS**

Employment status is determined at the time of hire. Based on your availability and the staffing needs of PACE North, your employment status may be classified as either:

**REGULAR FULL-TIME:** regularly scheduled to work at least 60 hours bi-weekly.

**REGULAR PART-TIME:** regularly scheduled between 39 hours to less than 60 hours bi-weekly.

**LIMITED PART-TIME:** regularly scheduled less than 39 hours bi-weekly.

**FLEX STATUS:** work a limited period of up to 6 months on a full or part-time schedule; year-round on an irregular substitute or “as needed” basis; not regularly scheduled on a weekly basis. Flex status employees are required to work ninety-six (96) hours annually and the equivalent of one (1) eight (8) hour shift every three (3) months to remain employed.

Your employment status may be changed in response to changes in your availability or the staffing needs of PACE North, but does not change automatically even if your hours of work vary. A change in employment status is effective only when officially documented in the Employer’s records. Your employment status may affect your initial and ongoing eligibility for certain benefits.

**HOURS ARE NOT GUARANTEED.** Due to the unpredictable nature of health care, PACE North does not guarantee a specific number of hours per week, or is there a guarantee that you will work every week.

**EXEMPT EMPLOYEES:** (also referred to as “salaried exempt”) are defined as employees who, based on duties performed and manner of compensation, are exempt from federal and state minimum wage and overtime provisions. Exempt employees are paid an established salary, subject only to deductions permitted by law, and are expected to fulfill the duties of their position regardless of hours worked. Generally speaking, exempt employees are expected to be present at work during their scheduled work times in order to perform work that is essential to the Employer’s operations. They also may be expected to arrive at specified times in order to assure that the workplace is properly staffed.

**NON-EXEMPT EMPLOYEES:** (also referred to as “hourly”) are not exempt from federal and state minimum wage and overtime requirements. Employees who fall within this category must be paid at least the federal and state minimum wage for each hour worked and receive overtime pay of not less than one-and-a-half (1 ½) times their hourly rate for any hours worked beyond 40 each week.

### **EMPLOYMENT RECORDS**

An employment record is maintained for each employee in Human Resources. It is the responsibility of each employee to notify the Employer, in writing, initially and when there is a change to the employee’s name, address, telephone number, tax exemptions, dependents, beneficiaries, marital status, and the names/addresses of dependents, and any other pertinent data that would be required.

Each employee is expected to provide a current emergency contact telephone number to be maintained on file with the Human Resources to allow for notification of a responsible party should an employee emergency occur.

Access to an employee’s employment record is restricted to representatives of the Employer, the employee, and as mandated by law. An employee may review the contents of his/her employment record upon written request to the Human Resources, at a time deemed suitable to both parties, but may not remove the employment record from the Human Resources. An employee who desires his/her employment record information released to an external party shall provide a signed authorization to Human Resources.

### **SCHEDULING**

The Employer establishes work schedules for each department to provide sufficient employees to maintain 24-hour care delivery. By necessity, weekend and non-traditional work hours may be scheduled. An employee may be assigned to work in different departments, and assigned specific work duties based on qualifications and needs of the Employer. It is the responsibility of each employee to schedule personal business on days/time off from work.

## **JOB POSTINGS**

PACE North provides opportunities for career growth, promotions, and job enrichment through job postings and inter-department transfers. Although the Employer reserves the right to fill job vacancies from outside the organization, qualified employees may be considered for such vacancies.

To be eligible for transfer, current employees must meet the qualification requirements of the desired open position and have a satisfactory record of work performance, attendance and punctuality, as determined by the employee's Director. Except for temporary transfers, employees changing positions by promotion, demotions, or transfer are subject to a new introductory period of ninety (90) days.

### Transfer Procedure

Transfers between departments are coordinated through department Directors following Human Resources guidelines, in accordance with the following steps:

1. Employees interested in transferring to an open position should contact their current Director to arrange a meeting to discuss the employee's interest and complete a job posting form. Employees should not be approached about possible transfer by other departments or Directors.
2. The prospective Director, having received a job posting form from an internal candidate, will review the employee's personnel record with the current Director and the appropriate senior leader. If a decision is made to offer the position to the employee, the effective date of the transfer will be determined by a consensus of leadership, at the start of a pay period.
3. Follow up with the internal candidate is the responsibility of the prospective Director, unless otherwise agreed upon.
4. Reasonable efforts to accommodate requests for internal transfers will be made. However, at times, transfers may be delayed or denied based on the needs of the department or other relevant factors as determined by PACE North.

## **PERFORMANCE EVALUATIONS**

Each employee is required to maintain a level of department, attitude, and work performance satisfactory to the Employer at all times. Performance will be evaluated primarily by daily observation. Documentation of work performance may be included in an employee's file.

The Employer may conduct periodic written performance evaluations on or near the anniversary date of employment. The purpose of periodic evaluations is to provide the Employer and the employee an opportunity to review the employee's work performance, and to assess the employee's ability to continue to meet job expectations, with feedback provided to the employee regarding performance and expectations. Non-annual, interim evaluations may be conducted as necessary.

### **RELATIONSHIPS IN THE WORKPLACE**

It is recognized that employees may encourage friends or relatives to apply for employment at PACE North. Such applications will be considered strictly on the individual applicant's qualifications.

Under no circumstances may an employee report to a relative. In some circumstances, relatives may not be allowed to work on the same shift or in the same department.

A conflict of interest exists when there is a consensual romantic or sexual relationship in the context of employment, supervision, or evaluation. Therefore, no supervisor may influence, directly or indirectly, salary, promotion, performance appraisals, work assignments, or other working conditions for an employee with whom such a relationship exists. Any supervisor involved in a consensual romantic or sexual relationship, in the context of employment supervision, must discuss the matter on a confidential basis with his/her own supervisor or Human Resources to assess the implications for the workplace, and make arrangements to ensure that employment-related decisions are made in an appropriate and unbiased setting. Although both employees involved in a consensual relationship are individually responsible for disclosure, a supervisor's failure to report such a relationship is regarded as a serious lapse in his/her management of the workplace and grounds for appropriate disciplinary action, including termination.

### **PERSONAL VISITORS**

Personal visitors are not permitted while an employee is on duty without specific approval from a supervisor. In order to ensure the privacy and confidentiality of our participants, employees are asked to obtain supervisory approval prior to scheduling tours of the center with family members or friends. All guests visiting the center are required to sign in and wear a visitor badge.

Spouses, children, relatives, non-family members, and non-resident pets are not allowed in participant homes under any circumstances.

### **DRIVING RECORD VERIFICATION**

If applicable, verification of an employee's driving record is a condition of employment and pre-employment verification of an applicant's driving record may be conducted. In the event that violations exist or occur, those violations could be grounds for termination of employment or non-selection of an applicant.

While driving on Employer business, employees are required to comply with all applicable traffic laws and regulations, including posted speed limits. If an employee's job duties require an employee to drive, the employee must report any changes to his or her driver's license status and/or ability to drive to Human Resources. The suspension or revocation of an employee's driver's license may result in disciplinary action, up to and including termination. Employees who violate this policy may be subject to disciplinary action, up to and including termination.

### **CRIMINAL BACKGROUND CHECKS**

PACE North conducts criminal background checks, including fingerprinting, on all new employees to determine suitability of employment. The Employer also reserves the right to conduct yearly or as needed criminal background checks on existing employees. PACE North will not employ staff in any capacity where an individual's contact with participants would pose a potential risk due to a conviction involving physical, sexual, drug, or alcohol abuse. PACE North also does not employ any staff who have been convicted of criminal offenses related to involvement in Medicaid, Medicare, other health care, or social services programs. To make a determination of disqualification for employment, PACE North will use the "Legal Guide" developed by the Department of Community Health, Office of Legal Affairs, and the Department of Human Services. A relevant job-related conviction is grounds for termination of employment or non-selection of an applicant. Conviction is defined as any plea that results in a conviction of any felony or misdemeanor except minor traffic violations in relation to any position that does not require driving. For positions that do require operation of a motor vehicle, the term "conviction" includes minor traffic violations.

Falsification of application materials or the omission of a material fact on application materials, including failure to disclose criminal convictions, could be grounds for termination of employment or non-selection of an applicant, regardless of when the information is learned by the Employer. Current employees are also required to notify PACE North immediately (at the start of the employee's next shift) upon being arraigned and upon being convicted of any misdemeanors and felonies, with the exception of minor traffic violations for positions that do not require operation of a motor vehicle. For positions that do require operation of a motor vehicle, immediate notification (at the start of the employee's next shift) of arraignment and conviction for traffic violations is required.

### **PHYSICAL EXAMINATION / DRUG SCREEN**

At the time of employment, all new employees are required to have a physical examination to certify they are free from communicable disease and physically able to meet the essential functions of the job for which they were hired, with or without reasonable accommodation.

The physical exam includes a drug screen. A positive result of illicit drugs may result in withdrawal of an employment offer. As a condition of continued employment, employees may also be required to undergo drug and/or alcohol screening, at the discretion of

PACE North. All employment related drug and/or alcohol screening will be paid for in full by PACE North.

### **CONFLICT OF INTEREST**

Employees are not to engage in, accept outside employment with, or provide any services to any participant of PACE North outside of their established employment. Solicitation of participants is strictly prohibited while employed at PACE North.

Employees are not to accept employment working directly for a participant with whom they become associated with through PACE North. Failure to comply with this policy may subject an employee to termination and/or legal action for damages. Employees are required to disclose any potential conflicts of interest to their supervisor, including employment with a PACE North vendor or contracted agency.

### **GRATUITIES AND GIFTS**

Under no circumstances may an employee accept or solicit a gratuity, loan, tip, or gifts of monetary or personal value from participants, family members of participants, or vendors at any time. If you are offered anything of value, you should politely refuse and direct the person to a supervisor. Violation of this policy may result in disciplinary action up to and including termination.

### **DRESS CODE**

Each employee will report to work in appropriate attire as defined by PACE North in accordance with the established dress code. Clothing should not interfere with satisfactory performance of job tasks nor the environment in which we strive to maintain for our participants' comfort and well-being. The dress code is available from Human Resources.

Each employee must wear the Employer provided name identification badge at all times when on duty. Employees will also be issued a security badge to enter the building. Replacement badges are available from Human Resources for a charge of \$5.00.

Failure to adhere to the dress code may result in disciplinary action up to and including termination.

### **SOLICITATION**

In order to prevent undue disruptions in the workplace, and in order to protect individuals from interference with their work, the following rules regarding solicitation and distribution of literature have been established by Employer.

No employee may solicit or distribute literature to another employee for any purpose anywhere on Employer property during the working time of either employee, including solicitation or distribution of information by e-mail, text messaging or other electronic means using Employer owned and maintained technology.

No employee may distribute or post literature in working areas of Employer at any time. Working time includes all time an employee is expected to be performing job functions but does not include break and/or meal times.

Working areas include all areas where work is performed, including hallways, offices, etc, but does not include the employee break room and locker area.

### **PURCHASES**

Employees are not permitted to purchase items for participants, except as specifically assigned. Employees are not permitted to purchase items from participants without specific written approval from the Executive Director.

### **EMPLOYER PROPERTY**

PACE North reserves the right to access and search employee offices, work stations, filing cabinets, desks, lockers, and any other Employer property at its discretion, with or without advance notice or consent. Such access would also include records, documents, files, schedules, ledgers, etc. No property is to be loaned or removed from the Employer's grounds without written supervisor approval. Removal of official documents or records without the written approval of the supervisor is strictly prohibited.

### **WORKPLACE VIOLENCE**

Each employee has the right to be free from any threats of, or actual acts of, violence to self or personal property. The Employer has "zero tolerance" for any act, whether verbal, written, or physical of intentional damage of property, threats of harm or violence, intimidation, or violent or attempted violent acts. Such acts are considered unsatisfactory acts of deportment and attitude, and as such, will result in disciplinary action, up to and including termination.

Possession of weapons on the Employer's premises, including all buildings and parking lots, and/or associated program sites, including in participant's home, is strictly prohibited. For purposes of this policy, weapons include firearms or guns, knives, box cutters, explosives, and other weapons that can cause harm. This policy applies to each employee, including anyone who may have permit to carry a concealed firearm.

Employees should immediately report all violations of this policy to Human Resources or a supervisor. If you believe that there is an imminent threat of harm, you should immediately dial 911.

### **DISCIPLINARY ACTION**

There may be occasion when an employee's behavior is unacceptable, resulting in disciplinary action. Disciplinary action may not always include progressive steps nor will the various forms of discipline necessarily be applied in any specific sequence. Disciplinary action may be issued as a verbal or written warning, paid or unpaid suspension, or discharge. Some situations may be considered serious or recurrent

enough to warrant immediate suspension or termination of employment without prior warning. Nothing in this policy provides any contractual rights regarding employee discipline or counseling, nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship.

The Employer reserves the right to terminate employment of any individual without prior progressive discipline for misconduct which includes, but is not limited to, such things as:

- Engaging in verbal, sexual, physical, or mental abuse, corporal punishment, or involuntary seclusion, of a participant or misappropriation of a participant's property;
- Failing to report a violation of participant's rights;
- sleeping or assuming the position of sleep;
- theft;
- dishonesty in connection with one's job;
- divulging confidential information without proper authority;
- negligence or carelessness in performing job duties;
- jeopardizing participant/employee safety, health, or wellbeing;
- Rude, discourteous, or unprofessional behavior toward a participant, volunteer, employee, or vendor;
- Being uncooperative with management or being insubordinate;
- Violation of Drug and Alcohol policy including but not limited to the use, possession of, sale or distribution of, or reporting to work under the influence of or a having detectable level of alcohol, a controlled substance, prescription drug not used in accordance with the prescription, or marijuana (recreational or prescribed);
- possession of firearms and/or other weapons;
- behavior such as fighting or intentional destruction of Employer property, participant property, or another employee's property;
- falsification of a record or furnishing false information for Employer records;
- harassing and/or being discourteous to participants, fellow employees, or the public, such as the making or publishing of malicious, false, or vicious statements concerning any participant or employee of the Employer;
- dispensing medications to co-workers is prohibited;
- excessive absenteeism or tardiness;
- improper or unacceptable work performance;
- engaging in discrimination or harassment or otherwise violating the Harassment Free Environment policy;
- violating the Employer's policies and procedures

### **PROBLEM RESOLUTION**

PACE North recognizes that there are times when the need arises for employees to express concerns or complaints in a formal manner. The problem resolution process provides employees with a documented review and response to workplace concerns.

## Problem Resolution Procedure:

### Step 1

#### **Informal discussion with Immediate Supervisor**

Employee concerns should first be discussed with an immediate supervisor. Many concerns can be resolved informally when an employee and supervisor take time to review the concern and discuss options to address the issue.

If the immediate supervisor is the cause or subject of an employee's concern/complaint, the next level of management may be consulted for informal discussion.

If the concern/complaint is regarding illegal harassment, discrimination, or retaliation, employees should contact Human Resources.

### Step 2

#### **Written complaint to Immediate Supervisor**

If the employee is not satisfied the results of the informal discussion in Step 1, the employee may submit a Problem Resolution form to his/her immediate supervisor which includes:

- (1) The nature of the concern/complaint
- (2) Detailed information, including evidence of the issue, witnesses, related policies, etc.
- (3) The remedy or outcome desired

The immediate supervisor will have five (5) working days to respond to the employee in writing.

### Step 3

#### **Written complaint to Executive Director**

If the employee is not satisfied with the written response from the immediate supervisor, he/she may submit an appeal to the Executive Director. The written appeal should include:

- (1) Explanation of all previous efforts to resolve the issue.
- (2) A copy of the Problem Resolution form with the immediate supervisor's response
- (3) Detailed information regarding the employee's dissatisfaction regarding the response

The Executive Director will consult with the employee's immediate supervisor, Human Resources, and any other relevant parties to evaluate the concern/complaint and provide a written response to the employee with five (5) working days. The outcome of the review the by Executive Director will be final unless new evidence or other circumstances warrant additional investigation of the concern/complaint.

## **CONFIDENTIALITY**

Every effort is made to ensure that employees who need access to protected health information have only the access necessary to carry out their duties. Information regarding participants is to be kept confidential and discussed only with those requiring such information to perform their jobs.

Release of confidential information is to be made only by authorized personnel. In addition to protected health information, confidential information includes the Employer's non-public financial information, business plans, financial data, information relating to business partners, vendors, and other non-public proprietary company information. When in doubt as to whether certain information is or is not confidential, employees should ask Human Resources. Breaches of confidentiality may result in disciplinary action, up to and including termination.

Nothing in this policy is intended to infringe on the rights of employees to engage in protected concerted activity including but not limited to discussing terms and conditions of employment including wages.

## **SOCIAL SECURITY PRIVACY**

PACE North, in order to properly secure and protect employee and/or participant and/or employee social security number/identification information, holds all employees that use or have access to any employee and/or participant social security number and information to the highest degree of confidentiality. In addition to the Employer's normal privacy and confidentiality policy/practices, employees are prohibited from accessing, viewing or using other employee and/or participant social security information. No employee is permitted to access or use social security numbers without the express permission of the Employer.

Only authorized personnel may access records and documents that contain employee and/or participant social security number and identification information. Any employee or individual that accesses social security data without authorization or for illegal purposes shall be disciplined including up to termination, and, if illegal intent is determined or suspected, referred to authorities for possible criminal prosecution.

All documents and records containing social security numbers and information will be secured with need-to-know access by authorized personnel only. When necessary, documents containing this and other confidential information will be properly destroyed through shredding or other means before disposal. Questions regarding social security privacy and security may be directed to Human Resources.

## **DETECTION AND PREVENTION OF FRAUD, WASTE AND ABUSE**

PACE North is committed to complying with all applicable federal and state laws and regulations. To ensure compliance with such laws, policies and procedures are established to detect and prevent fraud, waste, and abuse, and also to support the efforts of federal and state authorities in identifying incidents of fraud and abuse.

Employees are encouraged to bring any suspected fraud, waste, or abuse of Medicare or Medicaid funds to the immediate attention of their supervisor or next level of management. Employees who report violations of state or federal law or regulation are provided protection against retaliation or disciplinary action related to the report pursuant to both federal and state laws. These laws prohibit an Employer from dismissing, suspending, demoting, or taking other adverse actions against an employee based on the employee's filing of a report of wrongdoing. In instances where fraud, waste, or abuse of Medicare or Medicaid funds is identified by an employee, the employee should receive recognition for efforts to eliminate fraud, waste, or abuse of Medicare or Medicaid funds including recognition involving financial incentives and/or bonuses where appropriate.

Moreover, federal and state laws provide for actions by private persons (*qui tam* lawsuits) who can bring a civil action in the name of the government for fraud, waste, or abuse of Medicare or Medicaid funds. These same laws also provide civil, criminal and administrative penalties for filing false claims against Medicare or Medicaid.

### **PARTICIPANT RIGHTS**

Each participant has the right to be free from verbal, sexual, physical and mental abuse, corporal punishment and involuntary seclusion. Each participant must be treated with consideration and respect in full recognition of his or her dignity. Failure on behalf of an employee to observe these rights will result in disciplinary action, up to and including termination.

State and federal regulations hold each employee accountable to immediately report all alleged violations involving the mistreatment, neglect, or abuse of a participant, including misappropriation of participant property and injuries of unknown source, to the Executive Director or Center Director. Failure to report a suspected violation of a participant's rights will result in disciplinary action, up to and including termination.

### **HARASSMENT FREE ENVIRONMENT**

Each employee at PACE North has the right to work in an environment free of harassment. PACE North prohibits harassment based on race, color, creed, age, sex, religion, national origin, disability, height, weight, marital or familial status, pregnancy, military service, genetic information, or other personal characteristics as protected by applicable law.

Actions that constitute violation:

1. Harassment of another employee, volunteer or applicant for employment based on sex. Sexual harassment includes unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: submission to such requests is made either explicitly or implicitly a term or condition of employment (i.e., conditioning a tangible benefit, such as a promotion or pay, on the granting of sexual

favors, or withholding a tangible benefit because of the rejection of sexual advances); and such conduct creates an intimidating, hostile, or offensive working environment and unreasonably interferes with an individual's work. This includes conduct that involves unwelcome or unsolicited sexual advances, requests for sexual favors, annoying behavior that is sexually motivated or other undesired verbal, visual, or physical conduct of a sexual nature. Examples of sexual harassment include, but are not limited to, leering, whistling, pinching or patting, unwelcome hugging, sexual comments about a person's clothing, vulgar or obscene jokes, remarks, or jokes that belittle men or women, referring to a person in demeaning terms (such as sweetie or hunk), revealing parts of the body that violate common decency, starting or spreading rumors about a person's sex life, physically forcing sexual activity on a person, and display of obscene or sexually oriented photographs or drawings. This list is not meant to be exhaustive, but is included to provide examples of behavior that are prohibited under this policy.

2. Harassment of another employee, volunteer or applicant for employment because of race, color, creed, religion, national origin, sex, pregnancy, disability, height, weight, marital status, age, military status, genetic information, or other personal characteristic protected by law. Harassment include actions based on an employee's protected characteristic(s) that creates an intimidating, hostile, or offensive work environment; unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities. Harassing conduct may include, but is not limited to, the following: epithets, slurs, or negative stereotyping; threatening, intimidating or hostile acts that relate to a protected characteristic; denigrating jokes; and display or circulation in the workplace or on Employer premises of written or graphic material (including e-mail) that denigrates or shows hostility or aversion toward an individual or group because of a protected characteristic. This list is not meant to be exhaustive, but is included to provide examples of behavior that are prohibited under this policy.

Penalties for violation:

1. The determination of whether an employee's conduct constitutes harassment is made by PACE North management based on review of the facts and circumstances of each situation.
2. Any employee who engages in harassment is subject to disciplinary action, up to and including termination.

3. The Employer will take reasonable steps to stop the conduct immediately and to prevent its recurrence. The Employer may also reverse any adverse actions taken against the victim of harassment if the alleged harasser is a manager or supervisor, and has attempted to discipline, demote, terminate or deny employment opportunities to the victim as a result of the alleged harassment.

Procedure for reporting:

1. Any employee who observes or is subjected to any form of harassment is required to report it immediately to his/her supervisor. If the supervisor is the source of the alleged harassment, then it should be reported to the Executive Director. If the Executive Director is the source of the alleged harassment, then it should be reported to Human Resources. All reports are investigated thoroughly and discreetly for prompt resolution. No employee is subjected to any form of retaliation for reporting such conduct.

Confidentiality:

1. To the extent possible, the complaint and its investigation will be kept confidential; disclosures will only be made on an as needed basis.

### **PROTECTION AGAINST RETALIATION**

Any form of retaliation against an individual, who in good faith brings a charge of harassment or discrimination, otherwise reports harassment or discrimination, or participates in an investigation involving harassment or discrimination, is prohibited.

Retaliation is a serious violation which can subject the offender to disciplinary action, up to and including independent of the merits of the harassment or discrimination allegation.

### **HEALTH AND SAFETY**

The Employer has established rules for the health and safety of individuals. Each employee is required to know/understand and comply with such rules, including all current fire/safety procedures.

#### Smoke and Tobacco Free Workplace

PACE North is firmly committed to supporting employee health and well-being and is dedicated to promoting a wellness culture in our workplace. To help ensure this goal, PACE North enforces a smoke and tobacco free workplace policy. Employees, volunteers, visitors, contracted employees, and vendors are not permitted to smoke or use any tobacco related product on PACE North property or in participant homes or property or in PACE North vehicles.

This policy prohibits the use of tobacco and smoking products, including, but not limited to, cigarettes, electronic cigarettes, vapor devices, pipes, chewing tobacco, snuff, and marijuana (both recreational and prescribed).

#### Drug and Alcohol Screening

PACE North is committed to an alcohol and drug-free work environment including but not limited to being free of marijuana (recreational or prescribed). In order to protect the safety and well-being of employees, participants and guests, PACE North enforces a drug and alcohol policy where reasonable suspicion alcohol and drug testing may be implemented.

The determination that reasonable suspicion exists will be based upon specific, contemporaneous, articulable observation concerning the appearance, behavior, speech, or odors of the employees/workers.

Employees may also be tested if they are involved in an accident while on the job that requires medical treatment or when damage to personal or Employer property or injury occurs if there is reasonable suspicion that drug and/or alcohol use was involved. In the event of a confirmed positive test result, including a positive test for marijuana (recreational or prescribed) an employee will be subject to disciplinary action, up to and including termination.

#### Incident / Accident Reporting

An employee involved in an accident or incident must immediately report the event to a supervisor. The employee is responsible to document the accident/incident on the appropriate form as soon as possible, including all available names of witnesses to the accident or incident. The completed form should be submitted to Human Resources, who will arrange for medical treatment as necessary. Failure to follow accident/incident reporting protocol may result in untimely processing of claim and/or disciplinary action. An employee who has sustained an injury while on duty may be eligible for Workers' Compensation coverage and an alternate job assignment.

#### Tuberculosis Testing

Prior to employment, and as required thereafter, all employees must demonstrate that they are free of active tuberculosis infection. A TB skin test, or chest X-ray, if necessary, will be provided at the Employer's expense.

#### Infection Control

PACE North has detailed infection control policies and procedures in place. All employees will be provided information regarding infection control and their responsibilities during the orientation process. Immunization programs, including annual influenza vaccination, will be provided at the Employer's expense.

## **EMERGENCY PREPAREDNESS**

PACE North maintains a comprehensive emergency management preparedness plan. As an employee of PACE North, you will receive education and practice on the plan. You are expected to function within your scope of responsibility, as specified in the plan. This may include working outside of normal business hours or in other community settings.

## **EQUIPMENT MAINTENANCE AND REPAIR**

Employees should notify a supervisor immediately when equipment or machines fail to operate properly so repairs can be made or maintenance performed. An incident report must be completed for any equipment malfunction that is used for participant care, or in which the health and safety of a participant or staff member is at risk.

## **EMPLOYEE ENTRANCE / PARKING**

The employee entrance to the Day Center is located on the lower level, on the front, east side of the building. Employee parking is in the east lot, facing Garfield Rd. Employees not parked in the designated area will be asked to move their vehicles.

Employees are not permitted on PACE North property during off-hours except as approved by a supervisor for a specific reason.

## **EMPLOYEES AS VOLUNTEERS**

Employees of PACE North are not eligible to be volunteers for the Employer unless specific permission is obtained from the Executive Director. Employees will not be allowed to volunteer in the same or similar role of their regular position, in the department they work in, or in an area that would create a potential conflict with their current position and will not be allowed to volunteer during their shift. Former employees, who left in good standing, may volunteer after one (1) year has passed from leaving employment with PACE North. Exceptions may be granted upon approval of the Executive Director.

## **COMMUNICATION EQUIPMENT**

PACE North telephones are to be used for business purposes only. Employees who answer the telephone in their respective work areas are asked to do so in a professional, courteous manner.

The Employer understands and appreciates that some employees utilize personal cell phones for business purposes. However, to limit distractions and minimize the risk of violating participant privacy and security, employees who are not required to utilize cell phones for business purposes are asked to leave their phones at their desk, in a locker, or in their vehicle. Use of cell phones for personal reasons is limited to lunch or break periods. Approved areas for personal cell phone use are the employee breakroom and outside of the building. In emergent situations, with prior approval of a supervisor, an employee may carry his/her cell phone while on duty. The phone should be kept on vibrate mode and not visible.

The use of cell phones or other electronic devices for business related purposes while driving or for personal use while driving on Employer related matters or in Employer vehicles is strictly prohibited unless hands free technology is used and unless permitted by applicable laws. Employees who violate this policy may be subject to disciplinary action, up to and including termination.

PACE North provides a computer or computer access to employees based on their job requirements. The computer and its contents, including all hardware, software, diskettes, hard drives, file servers, tapes, electronic mail system, all programs and all information in any form, are property of the Employer.

By using the Employer's hardware, software, electronic mail system, and network systems, an employee assumes personal responsibility for appropriate use and agrees to comply with applicable Employer policies, practices and procedures, as well as any city, state, and federal laws and regulations.

The Employer maintains the right to enter and access the computer system at any time, and to disclose and use all information contained in any computer system for any purpose. Only authorized individuals employed or contracted by the Employer may install software programs in the computer system.

## **COMMUNICATIONS**

The Employer's bulletin boards, located in the employee breakroom, contain important notices regarding work, benefits, job openings, and other valuable information. All proposed materials to be posted on the Employer's bulletin board must be approved by Human Resources. The primary mode of organizational communication is through e-mail. Employees are encouraged to regularly check their e-mail to keep informed on happenings at PACE North.

Rumors and gossip may cause apprehension to employees and participants, is not a productive means of communication, and should be avoided. Each employee is responsible to not engage in and discourage spread of rumors.

## **SOCIAL NETWORKING**

Unauthorized participation in social blogs and networks such as MySpace, Facebook, Instagram, and Twitter is not appropriate during work time. Furthermore, employees should not disparage PACE North, our participants, or our employees on blogs or other social networks at any time. Employees who participate in social networks outside of work time are reminded to use their personal e-mail address for all correspondence and not to publish their PACE North e-mail address. Unauthorized or unlawful use of the PACE North logo, trademark, or graphic in any type of written or electronic communication is strictly prohibited. Employees who engage in any prohibited Internet usage will be subject to the appropriate disciplinary action, up to and including termination.

## **PERSONAL INVOLVEMENT**

Employees are asked to keep their personal affairs separate from PACE North. If taking part in community functions, employees are asked to do so as a private citizen; not as a representative of PACE North, except as approved by the Executive Director.

It is expected that PACE North employees maintain a strictly professional relationship with participants. Employees are not permitted to sign, witness, or handle legal documents such as wills, power of attorney, checks, etc. for participants. Employees are also not permitted to engage in personal relationships with participants outside of normal work requirements (unless the relationship existed prior to participation with PACE North).

## **QUALITY IMPROVEMENT & CONTINUING EDUCATION**

To assure the highest level of quality and ethical practices, PACE North develops and maintains a program for Quality Assurance Performance Improvement (QAPI). Each employee has a role in the quality improvement process. The quality improvement plan and organizational work plan is evaluated and approved by the Board of Directors annually.

Educational meetings and in-service trainings are scheduled on a regular basis to provide employees with new information and updates regarding current policies and procedures. Mandatory attendance at meetings and/or mandatory in-service trainings will be designated as such. Failure to comply with mandatory training requirements in a timely manner may impact your performance evaluation and may result in disciplinary action, up to and including termination.

If an employee chooses to participate in staff development training during non-scheduled work time, this may occur and be compensated. Prior approval to attend during non-scheduled time must be obtained. If prior approval is not obtained, the employee will be compensated in accordance with the law but may be subject to disciplinary action, up to and including termination. All other educational expense reimbursement is subject to administrative approval.

## **LICENSURE/CERTIFICATION**

All licensed and/or certified employees must maintain a valid license and/or certification as required for his/her position, and keep the license current at all times as a condition of continued employment. Failure to maintain a valid license may result in change of job category, employment being suspended without pay, or termination if verification is not received in the designated timeframe.

## **CORPORATE COMPLIANCE**

Each employee is required to comply with Corporate Compliance policies and Code of Conduct standards. These policies and/or standards are provided upon hire and are available from Human Resources.

## Section II

### Payment of Wages

#### **PAY PERIODS**

PACE North employees are paid on a bi-weekly basis. The payroll cycle consists of twenty six (26) pay periods annually. The work week begins on Sunday and ends on Saturday. Each pay period has 14 calendar days.

#### **PAYCHECKS**

Paychecks are issued via direct deposit or payroll debit card every other Friday for time worked in the previous pay period. Your check stub itemizes all earning and deductions by type and amount. Authorized deductions include required withholdings for federal, state, and local income taxes and FICA contributions. Other deductions that may be required include, but are not limited to, court-ordered deductions (such as garnishments and tax liens) and benefit deductions.

Questions regarding payroll calculations should be discussed with your supervisor as soon as possible. If you believe that any improper deductions have been taken from your wages, you should promptly report the matter to so that the issue can be investigated and, if necessary, corrected. If improper deductions are discovered, the Employer will take appropriate measures to ensure that the error is resolved. A paycheck outside of normal payroll process will be issued according to established guidelines for on-demand checks. PACE North does not provide any advance payment of wages, including vacation or any other paid leave time.

#### **WAGES**

A wage and salary plan has been developed to attract and retain qualified and desirable personnel. Through participation in wage surveys, PACE North seeks to remain competitive within our industry and in our local community. As a PACE North employee, your total compensation goes beyond your regular earnings, and may include other benefits and paid time off.

During the first 90 days of employment, employees are not eligible for wage increases, including cost of living (COLA) or merit-based adjustments.

#### **PUNCH IN/OUT REQUIREMENTS**

All hourly, non-exempt employees must always clock in before starting work and clock out when the work period is completed. All hourly, non-exempt employees must clock in no more than seven (7) minutes before the start of their scheduled shift and within seven (7) minutes after the end of their scheduled shift. Employees are not permitted to clock in or out for another employee, nor ask another individual to clock in or out for them.

Failing to clock in or out is not permissible. An employee must clock in or out to accurately account for time worked. If an employee has an issue clocking in or clocking out, the employee must notify his/her supervisor. Failure to clock out may result in the Employer's inability to determine hours worked. Failure to clock in or out will lead to disciplinary action, up to and including termination. If an employee is unable to clock in or out, a "time-clock override" form must be submitted to a supervisor for approval.

Employees are strictly prohibited from working off the clock and may be subject to disciplinary action, up to and including termination.

Any falsification of time worked is equivalent to falsification of a record and would be grounds for immediate termination of employment.

### **OVERTIME (HOURLY / NON-EXEMPT EMPLOYEES)**

The general policy at PACE North is to not schedule overtime. However, there are times when, for operational purposes, overtime may be required. For hourly, non-exempt employees, a rate of one and one-half (1 ½ ) times the regular hourly rate will be paid for time worked in excess of a forty (40) hour work week. All overtime must be approved by a supervisor. Paid leave time (such as paid time off, holiday pay, jury duty, etc.) is not considered time worked in determining eligibility for overtime pay.

All overtime must be assigned or approved by a supervisor. Employees may not work unauthorized overtime and may not perform any off the clock work. Violations of this policy may result in disciplinary action, up to and including termination.

### **HOLIDAY PAY**

PACE North recognizes a total of seven (7) holidays: Christmas Day, New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, and a Floating Holiday (as determined by Administration).

Regular Full-time employees (who work 60+ hours per pay period) will receive 8 hours of straight time pay for each designated holiday regardless of whether they are scheduled to work on that day. Regular part-time employees (who work 38 hours to less than 60 hours per pay period) will receive a pro-rated amount, based on their contracted hours, regardless of whether they are scheduled to work on that day.

When a recognized holiday falls on a weekday, the Day Center will be closed to participants and all Regular full-time and Regular part-time employees will receive holiday pay for that day.

If a designated holiday falls on a weekend, the Day Center will be closed to participants on an alternative day (either Friday or Monday as determined by Administration) and all Regular full-time and Regular part-time employees will receive holiday pay for that alternative day.

Employees who are on an unpaid leave of absence are not eligible for holiday pay.

All hourly, non-exempt employees who are scheduled to work outside of the Day Center on the actual day of a designated holiday will be paid at a premium rate of one and one half (1 ½ ) times their regular hourly rate for hours worked on the actual day of the designated holiday.

### **MEAL PERIODS / REST BREAKS**

PACE North provides meal and rest breaks to hourly, non-exempt employees based on the length of time worked on any given day. Meal periods and rest breaks may not be used for the purpose of arriving late or leaving early, or be combined for the purpose of creating longer meal periods or rest breaks, without prior approval of a supervisor. Employees are expected to return to work on time from meal periods and rest breaks. If a hourly, non-exempt employee is unable to take a meal period or rest break, a supervisor must be notified immediately. All hourly, non-exempt employees are expected to adhere to this meal periods and rest breaks policy. Failure to do so may lead to discipline, up to and including termination.

#### Meal Period

Hourly, non-exempt employees will be provided an unpaid meal period of thirty (30) minutes for each regularly scheduled shift exceeding five (5) hours. Meal periods will be scheduled according to Employer needs. Employees may be required to clock out and back in for their meal period. Employees will be relieved of all duties during the entire meal period and are able to leave the work premises. Employees may not work during their meal period.

A meal period for a shift of six (6) hours or less may be waived by the mutual written consent of an employee and the employee's supervisor. If it is determined by a supervisor that the nature of an employee's work assignment prevents him/her from being relieved of all duty during a meal period, an "on duty" meal period, with pay, will be authorized.

#### Rest Breaks

Hourly, non-exempt employees are permitted to take one (1) fifteen (15) minute paid rest break for every four (4) hours worked. Rest breaks will be scheduled according to Employer needs.

### **SEVERE WEATHER**

A decision to declare a severe weather emergency is made by the Executive Director or designee. Once declared, participants will be notified that the Day Center will be closed. Employees assigned to the Day Center will have the option to report to work as scheduled. If an employee is unable to report, or is late reporting due to weather, the absence or tardy will not be charged against his/her attendance record, and if eligible, the employee may use PTO to receive pay for the day.

## **TRAVEL REIMBURSEMENT**

PACE North will reimburse approved travel and related expenses that are reasonable and necessary for business purposes and are documented in conformity with the PACE North Travel Reimbursement policy. Extended business travel costs may include expenses for transportation, lodging, meals, and related items incurred by employees who are traveling on official PACE North business.

All employees who travel are expected to exercise prudent responsibility with PACE North funds. Business travel should be conducted at minimum cost and maximum efficiency, including travel between work assignments and off-site meetings. Generally, travel expenses incurred from home to the first work assignment and expenses incurred from the last work assignment to home are not reimbursable. Appropriate documentation must be submitted with all reimbursement request forms.

Mileage reimbursement is at the rate established by PACE North and is intended to cover the cost of operating privately owned vehicles while on PACE North business. Employees should consult with their supervisors regarding eligibility for travel reimbursement and to obtain guidelines for travel expenses. Any expense submitted that does not comply with the PACE North Travel Reimbursement policy will not be reimbursed, unless approved by the Executive Director as a valid policy exception.

## **Section III**

### **Employee Benefits**

#### **PAID TIME OFF (PTO)**

The purpose of Paid Time Off (PTO) is to provide eligible PACE North employees with flexible time off from work, with pay, that can be used for personal days, sick time, vacation, or cashed out and added to an employee's regular paycheck.

At time of hire, all regular full-time and regular part-time employees will accrue PTO at a percentage for each hour worked:

0 – 2000 hours	4%
2000 to 8000 hours	7%
8000 to 20,000 hours	8%
20,000 to 30,000 hours	10%
30,000 + hours	12%

#### **PTO Guidelines**

Hours worked, for accrual purposes, includes all regular and overtime hours an employee is being paid to perform work for PACE North.

PTO is not accrued when an employee is off work for any reason, including unpaid leave, short or long term disability leave, or workers' compensation leave. Other time off that is not covered by the PTO policy, and for which separate guidelines and policies exist, include Employer paid holidays, paid funeral leave, paid jury duty, and military service leave.

Employees may use PTO in one-quarter (1/4) hour increments.

The supervisor will make the final decision relating to approval/disapproval of a request for scheduled time off based on Employer/Program needs.

Available PTO must be used to cover any time off, with the following exception: Employees required to be off work due to center closure or who are called off due to low Participant census may elect to go unpaid or use available PTO to cover time off.

The deadline to submit an on-line PTO request for payroll purposes is no later than 10:00am on the Monday preceding a pay date. Failure to submit a PTO request by the required deadline may result in forfeiture of the employee's right to access PTO for that pay period.

Accrued PTO hours in excess of 480, as of the first pay period in December each year, will be cashed out to the employee.

Employees are paid for accrued PTO at employment end if proper notice is given, per Employer policy. Employees who are in their resignation notice period must work all scheduled days without utilizing PTO or be subject to "no rehire" status at the discretion of the Employer.

Limited part-time, Flex Status, contract, and educational employees are not eligible to accrue PTO.

### **PERSONAL DAYS / VACATIONS**

Employees should submit all requests for time off to their Supervisor as soon as possible. Requests for personal days require a minimum two (2) day notice to the supervisor unless there is a legitimate, unexpected illness or emergency. Vacation requests should be submitted at least thirty (30) days in advance.

The final decision to approve/disapprove any time off request will be made by the supervisor based on Employer needs.

Employees are required to use all available PTO for approved time off.

Unless otherwise prohibited by law, time off work in excess of an employee's PTO accrued amount may result in progressive disciplinary action up to and including termination of employment.

Exceptions to this policy may be made at the sole discretion of the PACE North Executive Director or designee.

Employees who miss more than three (3) consecutive unscheduled days may be required by Human Resources to present documentation from a physician that they are able to return to work with or without a reasonable accommodation.

### **LEAVE OF ABSENCE**

A leave of absence is a written, authorized absence from work. If an employee is unable to report to work for an extended period, whether for medical or personal reasons, he/she is required to notify a supervisor or Human Resources if a supervisor is unavailable.

Employees are asked to provide a thirty (30) day notice for foreseeable leaves such as births or planned medical treatments. When a leave is not foreseeable, employees must provide notice as soon as possible, but no later than two (2) days after the need for the leave becomes known. Any leave request must be made in writing, stating the reason and expected duration of the leave. Employees on an approved unpaid leave of absence must utilize accrued PTO. Leave of Absence request forms are available from Human Resources.

During a leave of absence, an employee must communicate any changes to the employee's anticipated return to work date and must promptly respond to the Employer's requests for updates. An extension of a leave of absence should be made in writing at least ten (10) calendar days in advance of the end of the leave unless it is impossible to do so.

Extensions may be granted at the sole discretion of the Employer, not to exceed a total of six (6) months. Exceptions may be made at the discretion of the Employer and as required by law.

If an employee uses a leave of absence for a reason other than as stated at the time of the initial request, employment may be terminated. An employee shall not engage in employment elsewhere while on a leave of absence, unless agreed to in writing by the Employer.

### **RETURN FROM LEAVE**

No employee shall return to work prior to the expiration of leave unless otherwise agreed to by the Employer. Before return to work from a medical leave of absence, an employee may be required to provide a written verification from the employee's health care provider that he/she is fit to return to work with or without a reasonable accommodation.

Failure to return to work on the exact date scheduled may result in termination. Exceptions may be made at the sole discretion of the Employer.

### MILITARY LEAVE

Employees who enter any branch of the Armed Forces of the United States, the National Guard and/or Reserves, will be granted leaves of absence in accordance with state and federal laws governing such leaves.

### FUNERAL LEAVE

In the event of death in the immediate family, up to five (5) scheduled days may be taken off as approved by a supervisor. "Immediate family" is defined as an employee's: spouse, child, stepchild, foster child, parent, current step-parent, parent of current spouse, grandparent, grandparent of current spouse, grandchild, sibling, current sibling-in-law, niece, nephew, aunt, uncle, or a relative of the employee living in the employee's immediate household.

Following the initial ninety (90) calendar days of employment, regular full-time and regular part-time employees are eligible to receive up to three (3) paid workdays within three months of death for the following family members: spouse, child, step-child, foster child, parent, current step-parent, parent of current spouse, grandparent, grandchild, sibling, current sibling-in-law, or relative of the employee living in the employee's immediate household. Pay is given only for days that the employee was scheduled to work, all other time will be unpaid. The Employer reserves the right to request documentation to support the leave request.

### JURY DUTY

Regular full-time and regular part-time employees will be granted a leave of absence with pay when required to report for jury duty in a Local, State, or Federal court on a scheduled work day. The employee must notify a supervisor promptly after receiving a notice to serve on a jury. A written statement from the court showing the date and time served must be furnished to receive jury duty pay. An employee is expected to report to work if jury duty is re-scheduled, cancelled, or completed such that he/she is able to work four (4) or more hours of that normal workday.

### **RETIREMENT SAVINGS PROGRAM**

PACE North offers a 401K retirement savings program for eligible employees. See Human Resources for additional details.

### **HEALTH INSURANCE**

Medical, dental, and vision insurance is available to full-time employees (regularly scheduled to work at least 60 hours bi-weekly), effective 1<sup>st</sup> of the month following 60 days of employment. Eligible employees are required to enroll for such insurance coverage within the time period specified in the contract with the applicable carrier.

Employees on an approved personal Leave of Absence (LOA) must pay the full insurance premium for such coverage, as is available through the applicable carrier. See Human Resources for additional details.

### **FLEXIBLE SPENDING PROGRAM**

The Employer participates in a pre-tax deduction program designed to afford eligible employees the opportunity to pre-tax child care and health expenses not reimbursed by insurance coverage. Information regarding this program is available from Human Resources.

### **LONGEVITY BONUS**

After two years of continuous employment, regular full-time and regular part-time employees are eligible to receive a longevity bonus payable by separate check on the second pay period date of December each year. The rate is established as follows:

- An employee who has worked at least two (2) continuous years as of a said payment date, but less than five (5) continuous years with the Employer will receive \$ .15 cents per hour worked in the preceding 26 pay periods.
- An employee who has worked at least five (5) continuous years as of a said payment date, but less than ten (10) continuous years with the Employer will receive \$ .20 cents per hour worked in the preceding 26 pay periods.
- An employee who has worked at least ten (10) continuous years as of a said payment date, but less than fifteen (15) continuous years with the Employer will receive \$ .25 cents per hour worked in the preceding 26 pay periods.
- An employee who has worked at least fifteen (15) continuous years as of a said payment date, but less than twenty (20) continuous years with the Employer will receive \$ .30 cents per hour worked in the preceding 26 pay periods.
- An employee who has worked twenty (20) + continuous years with the Employer as of a said payment date will receive \$ .40 cents per hour worked in the preceding 26 pay periods.

Hours worked for purposes of calculating the longevity bonus shall not include PTO, holidays, or any other leave of absence. An employee who separates employment with PACE North, for any reason, is not entitled to payment of the longevity bonus.

### **EMPLOYEE ASSISTANCE PROGRAM**

All PACE North employees have access to a free and confidential Employee Assistance Program (EAP). This benefit is designed to assist employees with personal and family issues of concern. Information regarding the EAP is available in Human Resources.

### **LOCKERS**

Employee lockers are the property of PACE North and are available for employee use according to policy. Employees will be assigned a locker for storage of personal items while working and are encouraged to secure the locker using a personal lock.

Personal items such as coats, boots and purses must be kept in the lockers. The Employer is not responsible for any lost or misplaced items and reserves the right to conduct periodic cleaning and/or inspections of the lockers.

### **EMPLOYEE BREAK ROOM**

PACE North provides a designated room for employees to take their lunch breaks. A refrigerator for employee lunches is available in the break room. All food items stored should have the employee name and date on the package. Food left in a refrigerator over 24 hours is subject to being discarded.

## **Section V**

### **Resignation**

#### **NOTICE**

A hourly, non-exempt employee who plans to resign his/her position is asked to provide at least a minimum of fourteen (14) calendar days written notice. An administrative, exempt employee who plans to resign is asked to provide a minimum of thirty (30) calendar days written notice. Resignation notices should be submitted to Human Resources and should include the expected last day of employment.

#### **PAID TIME OFF (PTO) REQUIREMENT**

PTO may not be taken during a resignation period. It is asked that employees work all scheduled days during their notice period, unless otherwise directed by administration. The Employer reserves the right to choose to pay in lieu of notice and cash out remaining PTO balance for exempt and non-exempt employees.

Accrued PTO will be paid out to a resigning employee if the required notice is provided and the notice period is successfully completed by working all scheduled days.

If an employee provides the required notice but is unable to work all scheduled days due to illness, this requirement may be waived and accrued PTO paid out if a physician statement is received prior to the last day of employment attesting to the employee's inability to perform job duties.

Employees who are terminated by the Employer or who leave without proper notice are not eligible for PTO payout.

#### **RETURN OF EMPLOYER PROPERTY**

On the last day of employment, employees are asked to return all Employer issued items including name tag, security badge, uniforms, keys, and electronic equipment (laptop, cell phone, pagers, etc) to Human Resources. If any Employer issued item is not returned, a deduction from the employee's last paycheck will be taken in the amount equal to the value of the item.

**EXIT INTERVIEW**

The Employer may invite an employee to participate in an exit interview with Human Resources or a designee prior to his/her last day of work.

**VISITING THE CENTER**

Terminated employees are not permitted on PACE North property except to conduct business in the administrative office. Former employees who wish to visit with participants or employees at the Day Center must first obtain permission from administration.