

# Forward

Dear I.M.P.A.C.T. Employees

As a valued member of I.M.P.A.C.T. there are a few things you should know.

I.M.P.A.C.T. developed and maintains this Personnel Policy Manual for the purpose of putting the welfare, rights and safety of the consumer/clients **FIRST**.

In addition, I.M.P.A.C.T. wants to make very clear its expectation of the employees and the expected quality of consumer services and care.

To that end, I.M.P.A.C.T. expects that you will read this Manual. If you have any questions about any part of the Manual, you should contact your Supervisor or the Human Resource Manager.

Employees are expected to follow all rules and regulations as set forth in this manual, as well as any other manual, directive, guidelines, or other such documents that the employer may, at his sole discretion, issue in the future.

The Personnel Manual explicitly reserves the employer's right to implement new policies and revise existing policies at its sole discretion.

Employees are expected to abide by all relevant State and Federal statutes, as well as all rules, regulations, policy directives, manuals and other such official pronouncements promulgated by the State or Federal government, or any agency or department of the State or Federal government.

**Any violation of any statute, rule or regulation (including health and safety violations and recipients' rights) by any staff member must be reported to the supervisor and if possible, corrected immediately.**

**All incidents involving consumers must be reported directly to the supervisor immediately.**

If you have any questions please do not hesitate to contact your supervisor, Human Resources or Administration.

# **INCORPORATION TO MAXIMIZE PERSONAL ACHIEVEMENT WITH COMMUNITY TRAINING**

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# **INCORPORATION TO MAXIMIZE PERSONAL ACHIEVEMENT WITH COMMUNITY TRAINING**

## **EMPLOYEE PERSONNEL POLICIES**

**This policy manual applies to all I.M.P.A.C.T. employees, students, interns and volunteers**

### **I. VISION STATEMENT**

I.M.P.A.C.T. will provide the highest quality community-based residential and behavioral health services to people with complex needs through innovative, person-centered services, and natural supports.

### **II. MISSION STATEMENT**

The mission of Incorporation to Maximize Personal Achievement with Community Training is to provide quality residential and behavioral health opportunities and community-based services that improve the quality of life, further personal growth, improve functional skills, promote consumer empowerment, and enrich the lives of the people we serve through information, referral, advocacy, prevention and treatment.

### **III. PURPOSE**

It is the purpose of this organization to provide the services possible that will maximize the social and psychological growth of the consumers it serves. The goal of this organization is for the consumer to become as self-sufficient as possible and for his/her needs to be met in a dignified and humane manner.

This organization is committed to providing **quality** services to its consumers, by the hiring of competent and qualified individuals who will help fulfill the contractual and statutory responsibilities of the organization, all the while ensuring the protection of the basic human dignity of the consumers.

The Board of Directors of the organization shall be solely responsible for establishing the policies and procedures, whereby these purposes and policies may be fulfilled. The policies may be changed at any time at the sole discretion of the employer.

### **IV. CORPORATE CODE OF ETHIC**

It shall be the practice of all I.M.P.A.C.T. employees, Board of Directors, volunteers and persons under contract to conduct themselves in a professional manner in accordance with the Agency's Policies and Procedures. The Policies and Procedures will promote ethical behavior, encourage and preserve human rights, dignity, safety and promoting the reporting of all suspected abuse, neglect or fraud. It is the employer's desire to provide good working conditions and maintain harmonious working relationships among employees as well as between employees and management.

### **V. AT-WILL STATUS OF EMPLOYMENT**

The employee understands that the nature of the employment contract is "At-Will". This means that at the sole discretion of either the employer or employee, the relationship may be terminated **with or without cause and with or without notice**.

Personnel practices, including the right to hire, transfer, suspend, or discharge, to relieve employees from duty and to maintain discipline and efficiency of employees, rest **exclusively** with the employer. The employer may introduce new administrative methods and job requirements as changing needs indicate.

**Nothing** in this manual operates to change the status of the employee from At-Will to any other status. **All disciplinary provisions in this manual are only deemed advisory. The employer expressly reserves the right to terminate any employee at the sole discretion of the employer.**

Any representations that change the employee status from an At-Will employment status must be in writing and signed by the Executive Director of the organization. Any other purported changes in the At-Will nature of the employment arrangement are without any effect.

This manual supersedes any prior manual, guidelines, or other statement, whether written or oral, that were stated or in effect prior to the issuance of this manual.

Nothing in this manual restricts the rights of the employer to terminate any employee at any time, without reason or cause.

This manual is not a contract of employment. Nothing contained in this manual or in any other statement of company policy, including statements made in the course of performance evaluations and wage reviews, should be taken as constituting an express or implied promise of continuing employment.

The "At-Will" Policy of the Agency cannot be varied except by the Executive Director in writing. The long-standing "At-Will" Policy of this Agency supersedes and nullifies any prior agreements, legitimate expectations, or situations "instinct with an obligation." An employee may be required to sign a periodic "renewal" of this agreement at the discretion of the employer.

## **VI. MANAGEMENT RIGHTS**

The employer expressly retains and reserves rights to operate its business as it deems advisable in its sole discretion, including but without limiting, the right to:

- A. Hire, dismiss, suspend, transfer and otherwise discipline its employees as the employer, in his sole discretion, deems advisable.
- B. Determine the work hours of the employee, to assign/reassign the employee, and to lay off the employee as the employer, in his sole discretion, deems fit. **MANAGEMENT RESERVES THE RIGHT TO REDUCE WORK HOURS AND TRANSFER EMPLOYEES.**
- C. Determine the job classifications and duties of each employee, subject to change without prior written notice to the employee.
- D. Manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of equipment to be used, and discontinuance of any services or methods of operation.
- E. Produce new equipment, methods, or processes, change or eliminate existing equipment and institute technological changes, decide on supplies and equipment to be purchased.
- F. Sub-contract or purchase the construction of new facilities, or the improvement of existing facilities, as the employer, in his sole discretion, deems advisable.

- G. Determine the number, location and type of facilities/departments, to direct the work force, to assign the type and location of work assignments, and determine the number of employees assigned to operations.
- H. Close or otherwise reduce the scope of operation of any or all facilities/departments.
- I. Determine starting and quitting times, and the number of hours to be worked.
- J. Establish and change work schedules, work standards, and the methods of processes and procedures by which such work is to be performed.
- K. Select employees for promotion or transfer to other positions, and to determine the qualifications and competencies of employees to perform the available work.

## **VII. EQUAL EMPLOYMENT OPPORTUNITY**

### **A. Equal Opportunity Statement**

We subscribe to a policy of equal employment opportunities and will maintain and conduct all practices relating to recruitment, hiring, promotion, discipline, and other terms and conditions of employment in a manner which does not discriminate on the basis of race, color, religion, national origin, age, sex, disability, marital status, veteran status, genetic information, height, weight or other classifications protected by law.

### **B. Disability Discrimination**

Pursuant to its Equal Opportunity Statement, I.M.P.A.C.T. prohibits discrimination against an individual who has a disability and/or who requests a reasonable accommodation. Disability discrimination occurs when an employer covered by the Americans with Disabilities Act of 1990, as amended ("ADA") treats a qualified individual with a disability who is an employee or applicant unfavorably because he or she has a disability. Disability discrimination also occurs when a covered employer treats an applicant or employee less favorably because he or she has a history of a disability (such as cancer that is controlled or in remission) or because he or she is believed to have a physical or mental impairment that is not transitory (lasting or expected to last six months or less) and minor (even if he or she does not have such an impairment).

An employee who believes that he/she has been subjected to unlawful discrimination based on a disability must notify the Human Resources Representative immediately. I.M.P.A.C.T. will take action necessary to appropriately address the situation. All complaints of discrimination will be investigated as promptly and confidentially as possible.

I.M.P.A.C.T. takes all reports of discrimination seriously and will investigate all alleged violations of this policy. Therefore, employees are expected to bring violations to I.M.P.A.C.T.'s attention in good faith. Intentional false complaints of a violation of this policy will result in disciplinary action up to and including discharge.

I.M.P.A.C.T. will not retaliate, or tolerate any retaliation, against any employee who makes a good faith report of a violation or perceived violation of this policy. If you believe you have been retaliated against, you must immediately report it to the Human Resources Representative.

### **Reasonable Accommodations for Disabilities**

I.M.P.A.C.T. is committed to complying with the Americans with Disabilities Act of 1990, as amended ("ADA") and providing equal opportunity in employment for qualified persons with disabilities. It is our policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability, so long as the individual can perform the essential functions of the job with or without reasonable accommodation.

According to the ADA, an individual with a disability is a person who: (1) has a physical or mental impairment that substantially limits one or more major life activities; or (2) has a record of such an impairment; or (3) is regarded as having such an impairment.

An employee who would like to request reasonable accommodation of a disability should contact the Human Resources Representative. The Human Resources Representative will meet with the employee requesting an accommodation to discuss the request, review job functions and other requirements, and the employee's limitations resulting from the disability to identify a potential accommodation so that the employee can perform the essential functions of the job. I.M.P.A.C.T. encourages employees to discuss the need for reasonable accommodation as early as possible and to offer suggestions of possible reasonable accommodations. This will help the employee and I.M.P.A.C.T. to work together to arrive at an appropriate accommodation. It is the employee's responsibility to notify the Human Resources Representative of the need for accommodation.

When appropriate, I.M.P.A.C.T. may need your permission to obtain additional information from your health care provider or other medical professionals. We will not request medical information or require an employee to submit to a medical test, unless such information or test is permissible under the ADA, FMLA, or other federal, state or local law.

I.M.P.A.C.T. will reasonably accommodate qualified individuals with a disability so that the employee can perform the essential functions of his or her job or another open position for which the employee possesses the skills and qualifications, with or without a reasonable accommodation. I.M.P.A.C.T. will do so unless doing so causes a direct threat to these employees or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to I.M.P.A.C.T., as defined by the ADA.

I.M.P.A.C.T. will also allow an employee with a disability to return to work with restrictions as a reasonable accommodation as long as the employee can perform the essential functions of the specific job. I.M.P.A.C.T. will do so unless doing so causes a direct threat to the employee with the restrictions or a threat to others in the workplace and/or if the accommodation creates an undue hardship to I.M.P.A.C.T., as defined by the ADA.

In Michigan, the Persons with Disabilities Civil Rights Act (the "PWDA") requires employers to accommodate employees or job applicants who have a "disability" (as defined in the PWDA), unless doing so would cause the employer an undue hardship. According to the Act, a disability is:

A determinable physical or mental characteristic of an individual, which may result from disease, injury, congenital condition of birth, or functional disorder, if the characteristic . . . substantially limits one or more of the major life activities of that individual and is unrelated to the individual's ability to perform the duties of a particular job or position or substantially limits one or more of the major life activities of that individual and is unrelated to the individual's qualifications for employment or promotion.

A disability does not include:

A determinable physical or mental characteristic caused by the current illegal use of a controlled substance by that individual, or a determinable physical or mental characteristic caused by the use of alcoholic liquor by that individual, if that physical or mental characteristic prevents that individual from performing the duties of his or her job.

The PWDA provides that a person with a disability may allege a violation of Michigan law regarding failure to accommodate "only if the person with a disability notifies the employer in writing of the need for accommodation within 182 days after the date the person with a disability knew or reasonably should have known that an accommodation was needed." Nothing in this requirement is intended to nor does limit or interfere with your rights under Title I of the Americans with Disabilities Act of 1990, as amended.

I.M.P.A.C.T. will respond to the request within 10 business days in writing.



## **C. Employment Requirements and Conditions**

The employer is required to comply with extensive state and federal laws that govern the hiring of employees and the maintenance of personnel records. Accordingly, the employer must have the following documents on file prior to the commencement of the relationship or by the time otherwise designated.

A CONDITIONAL JOB OFFER work agreement will be signed. The conditions that must be satisfied before employment begins include, but are not limited to:

- Completed and signed Job Application.
- Employee Medical Release Form/Physical (Cleared).
- Tuberculosis Test (Results must be negative, and the test must be repeated every 3 years).
- Drug Screening Test (All results must be negative).
- Criminal Records Check FBI and/or State of Michigan ICHAT (No misdemeanor or felony convictions based on the rules in Public Act 29 of 2006).
- All other required background checks such as but not limited to:
  - OIG
  - MDHHS
  - Central Registry Clearance
  - CMH Recipient Rights
- Driving Record Check (Employees in driving positions must be insurable under the Agency's motor vehicle insurance company).
- Form I-9 & State New Hire Reporting Form.
- Signature acknowledging receipt of Pre-Employment Drug Testing Acknowledgment Form.
- All other qualifications and/or credentials required in the job description.

During the new hire on boarding process, the conditional job offer also includes but is not limited to:

- Positive reference checks and/or letters of recommendation (3).
- Signature acknowledging receipt of Personnel Policy and Procedure Manual.
- Pass all required trainings.

### Residential Group Home Employees Only

I.M.P.A.C.T. is required to comply with the Adult Foster Care (AFC) Facility Licensing Act. In brief summary, this state statute mandates the obtainment of extensive criminal history background information, including FBI fingerprinting, of all individuals who seek employment or an independent contract in positions that provide "direct access" to the residents served by this organization. "Direct access" is defined as access to a resident or to a resident's property, financial information, medical records, treatment information or any other identifying information. This law supplements and reinforces I.M.P.A.C.T.'s long-standing policies relating to the required good moral character and suitability to work with vulnerable adults.

The AFC Facility Licensing Act prohibits AFC facilities from employing or independently contracting with an individual with certain criminal conviction histories who regularly has direct access to or provides direct services to residents. The complete list appears at the end of this policy.

The AFC Facility Licensing Act also prohibits employment or an independent contract with an individual who has been the subject of a finding of not guilty by reason of insanity. The AFC Facility Licensing Act also prohibits employment or an independent contract with an individual who engaged in conduct that became the subject of a finding of neglect, abuse or misappropriation of property by a state or federal agency pursuant to an investigation conducted in a nursing facility in accordance with 42 USC 1395i-3 or 1396r.

The criminal history background information mentioned in this policy will be obtained by I.M.P.A.C.T. only after a written good faith offer of employment or contract has been extended. All workers covered under this law must, as a condition of employment, execute any and all consent forms, acknowledgements and releases arising from compliance with the AFC Facility Licensing Act.

**As a condition of continued employment, all workers covered under the AFC Facility Licensing Act must immediately report to Human Resources any arraignment or conviction of one or more offenses that make them ineligible to work under the AFC Facility Licensing Act.** As an additional condition of employment, all covered workers must report to I.M.P.A.C.T. if they have become the subject of an order or disposition finding of not guilty by reason of insanity. Workers are also to report if they engage in conduct that becomes the subject of a substantiated finding of neglect, abuse, or misappropriation of property by a state or federal agency pursuant to an investigation conducted in a nursing facility in accordance with 42 USC 1395i-3 or 1396r.

The provision of false, incomplete or misleading information during the hiring and application process will result in refusal of work and/or termination. Under Michigan law, an individual who knowingly provides false information regarding his or her identity, criminal convictions or applicable substantiated findings of neglect, abuse or misappropriation of property is guilty of a misdemeanor punishable by imprisonment for not more than 93 days or a fine of not more than \$500.00, or both.

An individual is prohibited from working in an Adult Foster Care (AFC) facility if the individual satisfies one or more of the following:

- a. Has been convicted of a relevant crime described under 42 USC 1320a-7.
- b. Has been convicted of:
  - any of the felonies listed below;
  - an attempt or conspiracy to commit a felony listed below; or
  - a state or federal crime that is "similar" to the listed felonies (other than a felony for a relevant crime described under 42 USC 1320a-7) unless 15 years have lapsed since the individual completed all of the terms and conditions of his or her sentencing, parole, and probation for that conviction prior to the date of application for employment or the date of the execution of the independent contract.

Felonies Requiring a 15-Year Lapse

- i. A felony involving cruelty or torture.
- ii. A felony involving criminal sexual conduct.
- iii. A felony involving abuse or neglect.
- iv. A felony involving the use of a firearm or dangerous weapon.
- v. A felony involving the diversion or adulteration of a prescription drug or other medications.
- vi. A felony that involves the intent to cause death or serious impairment of a body function, that results in death or serious impairment of a body function, that involves the use of force or violence, or that involves the threat of the use of force or violence.
- vii. A felony that involves vulnerable adult abuse under chapter XXA of the Michigan Penal Code, 1931 PA 328, MCL 750.145m to 750.145r.

- c. Has been convicted of a felony or an attempt or conspiracy to commit a felony, other than a felony for a relevant crime described under 42 USC 1320a-7 or a felony described under subdivision (b) above, unless 10 years have lapsed since the individual completed all of the terms and conditions of his or her sentencing, parole, and probation for that

conviction prior to the date of application for employment or the date of the execution of the independent contract.

- d. Has been convicted of any of the following misdemeanors, other than a misdemeanor for a relevant crime described under 42 USC 1320a-7, or a state or federal crime that is substantially similar to the misdemeanors described in this subdivision, within the 10 years immediately preceding the date of application for employment or the date of the execution of the independent contract:

Misdemeanor Convictions Requiring a 10-Year Lapse

- i. A misdemeanor involving abuse or neglect.
- ii. A misdemeanor involving cruelty or torture unless otherwise provided under subdivision (e).
- iii. A misdemeanor involving criminal sexual conduct.
- iv. A misdemeanor that involves vulnerable adult abuse under chapter XXA of the Michigan Penal Code, 1931 PA 328, MCL 750.145m to 750.145r.
- v. A misdemeanor involving the use of a firearm or dangerous weapon with the intent to injure, the use of a firearm or dangerous weapon that results in a personal injury, or a misdemeanor involving the use of force or violence or the threat of the use of force or violence.

- e. Has been convicted of any of the following misdemeanors, other than a misdemeanor for a relevant crime described under 42 USC 1320a-7, or a state or federal crime that is substantially similar to the misdemeanors described in this subdivision, within the 5 years immediately preceding the date of application for employment or the date of the execution of the independent contract:

Misdemeanor Convictions Requiring a 5-Year Lapse

- i. A misdemeanor involving cruelty if committed by an individual who is less than 16 years of age.
- ii. A misdemeanor involving home invasion.
- iii. A misdemeanor involving embezzlement.
- iv. A misdemeanor involving negligent homicide or a moving violation causing death under Section 601d(1) of the Michigan Vehicle Code.
- v. A misdemeanor involving larceny unless otherwise provided under subdivision (g).
- vi. A misdemeanor of retail fraud in the second degree unless otherwise provided under subdivision (g).
- vii. Any other misdemeanor involving assault, fraud, theft, or the possession or delivery of a controlled substance unless otherwise provided under subdivision (d), (f), or (g).

- f. Has been convicted of any of the following misdemeanors, other than a misdemeanor for a relevant crime described under 42 USC 1320a-7, or a state or federal crime that is substantially similar to the misdemeanors described in this subdivision, within the 3 years immediately preceding the date of application for employment or the date of the execution of the independent contract:

Misdemeanor Convictions Requiring a 3-Year Lapse

- i. A misdemeanor for assault if there was no use of a firearm or dangerous weapon and no intent to commit murder or inflict great bodily injury.
- ii. A misdemeanor of retail fraud in the third degree unless otherwise provided under subdivision (g).
- iii. A misdemeanor under part 74 of the public health code, 1978 PA 368, MCL 333.7401 to 333.7461 relating to controlled substances, unless otherwise provided under subdivision (g).

- g. Has been convicted of any of the following misdemeanors, other than a misdemeanor for relevant crime described under 42 USC 1320a-7, or a state or federal crime that is substantially similar to the misdemeanors described in this subdivision, within the year immediately preceding the date of application for employment or the date of the execution of the independent contract:

Misdemeanor Convictions Requiring a 1-Year Lapse

- i. A misdemeanor under part 74 of the Public Health Code, 1978 PA 368, MCL 333.7401 to 333.7461 relating to controlled substances, if the individual, at the time of conviction, is under the age of 18.
- ii. A misdemeanor for larceny or retail fraud in the second or third degree if the individual, at the time of conviction, is under the age of 16.

- h. Is the subject of an order or disposition under section 16b of Chapter IX of the Code of Criminal Procedure, 1927 PA 175, MCL 769.16b. This statutory provision pertains to a finding of not guilty by reason of insanity.
- i. Engaged in conduct that became the subject of a substantiated finding of neglect, abuse, or misappropriation of property by a state or federal agency pursuant to an investigation conducted in a nursing facility in accordance with 42 USC 1395i-3 or 1396r.

The above paragraphs are a general summary of the state law. Employees must refer to the specific statute for final authority.

Candidates for the position of Executive Director shall be interviewed and selected by the Board of Directors.

**VIII. EMPLOYEE STATUS**

**For the purposes of salary administration and eligibility for overtime compensation, I.M.P.A.C.T. classifies as follows;**

**A. Regular Full - Time Employees**

The regular full-time employee is a budgeted position, which requires forty hours per week or eighty hours bi-weekly. Regular full-time employees are eligible to receive employee benefits.

**B. Part-time Employees**

The part-time employee status is a budgeted position that requires less than forty hours per week or less than eighty hours bi-weekly. Part-time employees shall not be eligible to receive employee benefits except where required by law.

### **C. Contingent Employees**

The contingent employee status is a non-budgeted casual position whose hours are based on schedule needs. Contingent employees shall not be eligible to receive employee benefits except where required by law. Contingent employees must work a minimum 8 hours in a 30-day period to maintain contingent status.

### **D. Temporary Employees**

A temporary employee is one who is hired for a specific length of time. Temporary employees shall not be eligible to receive employee benefits except where required by law.

### **E. Non-Exempt Employees**

Hourly employees who are required by law to be paid overtime at the rate of time and ½ their regular rate of pay for all hours worked beyond 40 hours in a work week.

### **F. Exempt Employees**

Salaried employees who are not required by law to be paid overtime for work performed beyond 40 hours in a work week. If you change positions and your exemption status changes you will be informed by Human Resources.

### **G. Inactive Employees**

An inactive employee is one who has performed no services for 90 days unrelated to an approved LOA or FMLA. It is the employee's responsibility to keep the employer informed about their work status or work availability. If the employee has made no effort to contact their supervisor or Human Resources or accept offered job assignments, in 90 days their position with the agency will be considered a voluntary resignation.

## **IX. ORIENTATION PERIOD**

### **COMPLETION OF THE ORIENTATION PERIOD DOES NOT GIVE RISE TO ANY EXPECTATION OR RIGHT TO CONTINUED EMPLOYMENT, OR IN ANY WAY ALTER THE AT-WILL STATUS.**

All staff hired by the Agency shall be on a 90- day orientation period. During this time, the Agency will assess the individual's ability to work within the Agency's system. To successfully complete the orientation period, the following must occur:

#### **A. Orientation**

- The employee must successfully demonstrate competency in all areas of responsibility within the established training required by the agency. Failure to take the training (paid for by the Agency) or pass the required certification tests may result in termination of the employee at the sole discretion of the employer. Any additional requirements that the employer may impose in the future must be complied with.
- New employees will receive on-the-job training from experienced members of the staff. Residential employees will be required to review the licensing statute and administrative rules and sign a statement that they have reviewed the statute and rules. All employees are required to pass the trainings on recipient rights, blood-borne pathogens, cultural diversity, Limited English Proficiency, and health and safety. Residential staff is required to complete the Training Toolbox.

#### **B. Orientation Evaluation**

- The employee must have a positive six (6) month evaluation that specifies training areas and future goals. The Program supervisor shall complete the evaluation. The Program or

Executive Director, prior to the evaluation interview, will review and sign the evaluation. After the evaluation interview, the employee shall sign the evaluation. The employee may attach any comments to the evaluation within 10 days of receipt of the evaluation, if they have comments or concerns regarding the evaluation.

## **X. PAYROLL PROCEDURES**

### **A. Work Period**

The work period for overtime calculations is based upon a 7-day work period beginning at 11:00 p.m. Saturday and ending at 10:59 p.m. the following Saturday. All hours worked over 40 in this work period will be compensated at time-and-a-half (1½) the employees' regular hourly rate of pay. For holiday pay, see "Holiday Pay" policy.

### **B. Payment of Wage**

**Method of Payment** – Employees are paid bi-weekly (every other Friday). Any adjustments required are made in the subsequent pay period. Pay periods end at 10:59 p.m. Saturday immediately prior to the pay date Friday.

All required deductions for federal and state income taxes based on the employee's forms W-4 and MI-W4, Social Security and Medicare will be withheld automatically from the paycheck.

***All employees should review their paystub for errors. Employees should be aware that failure to make the Human Resources Department aware of any discrepancies in hours worked or amount of pay within two weeks of receiving their pay shall be deemed a statement of consent, without objection, that the hours and pay are correct.*** The Agency reserves the right to correct an over or under payment in payroll upon discovery of the discrepancy. Disciplinary action will result if it is discovered that an employee knowingly withheld information regarding a payroll discrepancy. Any staff member that has questions regarding the hours of work that their payroll represents shall direct those questions to the Human Resources Department.

- **Direct Deposit** –It shall be the policy of I.M.P.A.C.T. to provide only electronic payment of wages to employees. The electronic payment of wages can occur in one of two ways; 1) direct deposit into the employees designated bank account or 2) payroll debit card. Employees will not be required to pay any costs associated with the setup of electronic wage payments. Employees will be provided with a written election notice to select one of the electronic options. The electronic payment of wages form provides required information regarding the electronic option selection process.
- **Lost/stolen payroll debit cards must be reported immediately upon discovery. The Agency will replace the first lost card. Every card thereafter will be at the employee's cost.**  
In addition, a written notice of disclosure of use, applications and fees will be provided for the payroll debit card. A copy of the pay statement is available online or at the administrative office upon request. Any questions regarding this process should be directed to Human Resources.
- **Payroll Deduction** –Voluntary deductions (such as Direct Deposit, United Way) can be arranged by contacting the Human Resources Department. Requests for payroll changes must be in writing on appropriate Human Resources or Government form.
- If an individual's last day worked is prior to the regularly scheduled payday, any and all final wages will be direct deposited or placed on a payroll debit card depending on the employee's selection.

### **C. Overtime Pay Procedure**

If you are classified as a nonexempt employee (see the classifications of employment policy section for the definition of "nonexempt employee"), you will receive compensation for approved overtime work as follows:

- 1) You will be paid at straight time (i.e., your regular hourly rate of pay) for all hours worked up to forty (40) hours in any given workweek.
- 2) You will be paid one and one-half times your regular hourly rate of pay for all hours worked beyond the forty (40) hours in any given workweek.

Hours worked for purposes of calculating overtime do not include PTO, Holidays or days serving jury duty.

Your supervisor will attempt to provide you with reasonable notice when the need for overtime work arises. Please remember, however, that advance notice may not always be possible.

At the end of each payroll reporting period, you will receive overtime pay for all completed work weeks. For uncompleted work weeks, any overtime will be paid in the next pay period. For purposes of calculating overtime, a work week is defined as a seven-day period starting with Saturday at 11:00 p.m. and ending the following Saturday at 10:59 p.m.

All overtime must be approved in advance.

### **D. Recording Work Hours**

It is the policy of I.M.P.A.C.T. to comply with applicable laws that require records be maintained of the hours worked by our employees. To ensure that accurate records are kept of the hours you actually work (including overtime hours where applicable) and of the accrued personal time you have taken, and to ensure that you are paid in a timely manner, you will be required to record your time worked and your absence in the I.M.P.A.C.T. official time record format. CISD only, all work time recorded must be submitted to the designated location by the following Monday at 10:00 a.m. Paperwork or electronic submissions received after the payroll closing date and time may be processed on the next available payroll cycle.

Recording of attendance should be made every day worked. After reviewing the entries and resolving any discrepancies, your supervisor will approve the entries and forward it for processing.

The time record must accurately reflect all hours worked, including overtime. This report must also specifically note PTO, meal periods, late arrivals, early departures and all other unpaid or paid absences. Any misrepresentations or false statements made on this report may result in the employee's termination.

Employees are required to report any discrepancies or inaccuracies in hours worked or amount of pay within a timely manner. Once a discrepancy or inaccuracy is reported, the Agency will assess the reason why the error occurred and take appropriate action.

### **E. Wage Increases**

Employees are eligible for wage increases based upon funding availability and other factors.

## **F. Bonuses**

It is the policy of the Agency that bonuses may be provided periodically to employees based on the availability of funds. Bonuses may be provided based on available funds and only if the employee is actively employed with the Agency on the date that the bonuses are paid to the employees for that fiscal year.

This bonus policy is not intended nor, should it be construed as a contract, guarantee, or promise with employees for future compensation from the Agency.

This bonus policy is subject to revision or may be rescinded at the sole discretion of the Board of Directors.

## **XI. PERSONNEL ADMINISTRATION**

### **A. Employee Records**

A personnel record will be maintained for each employee. Pursuant to Michigan Law under the Bullard-Plawecki Employee Right to Know Act, "personnel record" means a record kept by the employer that identifies the employee, to the extent that the record is used or has been used or may affect or be used relative to that employee's qualifications for employment, promotion, transfer, additional compensation, or disciplinary action. I.M.P.A.C.T. will not release any information from the personnel record without a signed release from the employee or a legal court order.

Based upon the above definition of personnel record, it may contain the employee's application for employment, federal and state tax forms, evidence of education, resume, training and previous experience, records of hiring, job assignments, work schedules, compensation, job performance evaluations, correspondence relating to the employee, reprimands and other discipline. Separate itemization of all credits for meals, tips and lodging against the minimum wage taken each pay period, if any, may also be included in the file. The file may contain other information not prohibited by law.

The following information will be maintained in a separate record:

- Employee medical records;
- Employee references;
- Information of a personal nature about a person other than the employee.
- For the purpose of maintaining complete and accurate personnel files, employees are required to immediately report any changes in their personal status to the employer. The information needed is:
  - a. Change of address or telephone number (in writing).
  - b. Any change that affects your tax withholding status (fill out new W-4).
  - c. Legal change of name in writing with supporting documentation (i.e. marriage license, driver's license).
  - d. Change of persons designated to call in case of emergency (in writing).
  - e. Changes that would affect your insurance benefits (forms will need to be filled out within 30 days of change or you will be required to wait until the open enrollment period).
- An employee may see his/her personnel file by submitting a written request to the employer. The employee may make this request twice in a calendar year. In order to make finding the file easier, the request should include the employee's name, dates of employment, and name of the facility in which he/she works. The examination of the personnel file will be supervised and should be done during regular office hours. The



request will be completed in a reasonable timeframe unless other arrangements are necessary.

- An employee may request copies of any document in their personnel file at a fee determined by the Agency. The request will be completed in a reasonable timeframe unless other arrangements are necessary. The employee may make this request twice in a calendar year.

## **B. Job Descriptions**

- Upon application, each employee will receive a written job description which describes the following:
  1. Qualifications necessary for the position
  2. Essential functions of the position
  3. Job classification
  4. Brief description of responsibilities and duties
  5. Title of immediate supervisor
- Any job description distributed by the employer is not inclusive of all duties that the employee will be required to perform. The employer expressly reserves the right to change the responsibilities and duties at its sole discretion. The job description may be changed orally by the employer and the employer need not provide a new written job description. Upon hire, the job description shall be signed by the employee to indicate acceptance and knowledge of the responsibilities of the position. The signed job description shall be placed in the employee's personnel file. The job descriptions will be reviewed every three (3) years or sooner according to legal standards. The employee will be asked to sign a new job description if any changes are made.

## **C. Annual Evaluation of Employees**

- Each employee shall be evaluated at the end of his or her orientation period (6 months) and annually thereafter. Interim progress reports may be scheduled at the supervisor's discretion. Reports shall be made in writing by the supervisor, with one hard copy given to the employee, one electronic copy placed in his/her personnel file.
- Within ten (10) working days, an employee may write a response to his/her evaluation, which will also be placed in the personnel file.

## **D. Transfer of Job Assignment**

- Transfers between job positions or facilities are at the sole discretion of the Executive Director/designee and can be made with no notice or consent of the employee.
- Requests for transfer and/or an application for an internal posting to a different facility or department by an employee shall be made in writing to Human Resources.
- All requests must be signed and dated by the employee.
- All internal transfers or acceptance into open positions will be contingent upon the employee being in good standing. All transfers can take up to 30 days depending on program needs.
- All requests will expire 30 days from the date they are submitted. If the transfer has not been granted at the end of the 30 days, the request must be re-submitted.
- Requests for transfer of a shift, days off or in-home positions in the same facility or department must be made in writing to the Supervisor.

## E. Separation from Employment

As mentioned elsewhere in this Manual, all employment relationships with the employer are on an "at-will" basis. Although the employer hopes that our relationships with employees are long-term and mutually rewarding, the employer reserves the right to terminate the employment relationship at any time, with or without notice, cause or reason.

Upon termination, the employer will complete an exit checklist. An employee will be required to return any employer provided items, including but not limited to; resident records, keys, cell phones, training materials, credit cards and all other employer property.

- **Resignation** – Employees who terminate their employment with the Agency are required to provide **written notice** of that termination at least two weeks in advance of their projected last day of work. If a staff member spontaneously quits their position without notice, they are requested to provide a written statement of their termination with the date and signature of the terminating staff. **Employees who do not fulfill the required two-week notice will be considered ineligible for rehire.**
- If a staff member refuses to give written notification of resignation, the supervisor may call in another staff member to witness the person's resignation or witness their refusal to provide written notice. This witnessing shall be documented and filed in the terminating employee's file.
- An employee in good standing, who gives ***two weeks written notice***, terminating employment and completes two weeks of actual scheduled work time will receive a cash-out of any unused accrued hours. The amount paid will be according to the existing hourly wage of the employee. Payment of accrued hours for employees in good standing will occur at the next full pay period following the final day of employment.
- **Suspension-** Suspension (with or without pay) is the temporary separation of an employee from the job.
- **Termination** – Employment termination may be initiated on the recommendation of the Supervisor, Program Director, or Executive Director. Final decision on discharge of all personnel shall rest with the Executive Director.

The complaint resolution procedure is not available for employer decisions resulting in termination of employment.

No payment of accrued benefit time will be made to an employee who is terminated by the Agency, as they are not considered in good standing with the Agency or its policies and not eligible for rehire.

## F. References Policy

Any request for a reference from I.M.P.A.C.T. must be made to the Human Resources Manager. No other person within the organization may provide a reference. References include written letter or electronic postings, including on any internet or social media websites, that provide any reference, recommendation or performance appraisal.

It is our policy to provide only your dates of service and the title of your last position in response to requests for references. If you want other information disclosed, you must give a written request to the Human Resources Manager that specifically identifies the information to be disclosed and specifically authorizes its release.

## **G. Employee Seniority**

Any employee who voluntarily left employment, was deemed to be in good standing with I.M.P.A.C.T. and wishes to return to work in the same job classification within 3 months of termination will be reinstated at the same hourly rate.

## **H. Discipline**

The employer, in his/her sole discretion, reserves the right to engage in discipline. Discipline may include, but is not necessarily limited to, verbal reprimand, written reprimand, demotion, suspension without pay, and/or termination. **Nothing stated in this manual requires any specific type of discipline for any violation. Rather, any form of discipline is the sole prerogative of the employer.**

Whenever any disciplinary action is taken against the employee, the employee shall sign said disciplinary documentation. Failure to do so may result in termination. Signing the memo verifies the employee received the memo/consultation note and does not necessarily mean the employee agrees with the contents of the memo/consultation note. If an employee disagrees with the content of the job performance memo/consultation note, he/she may write a statement to be attached to the memo/consultation note prior to its insertion into the employee's file.

### **Policy Violation Guidelines**

These are suggestions, guidelines; only advisory in nature and in no way supersede the "At Will" policy of this Agency.

All occurrences are within a rolling 12-month period with the exception of tardy and missed punch, which will be a rolling 90-day period; starting with the date of the first occurrence of any infraction. **Administration may do a review of any employees record and will take into consideration the entire employment history of the employee.**

It must be noted that all allegations must be substantiated by a thorough investigation.

**THE LIST OF VIOLATIONS IS NOT ALL INCLUSIVE. THE LIST IS FOR THE PURPOSE OF EXAMPLE.**

### **IMMEDIATE TERMINATION**

- Abuse or Neglect Class I of a consumer
- Sleeping on duty (exception is designated sleeping shift)
- Workplace violence
- Any working under the influence of drugs or alcohol
- Possession of a weapon on Agency or consumer property or while working with a consumer
- Intentional Agency property destruction
- Theft of Agency or consumer property
- Job abandonment

### **CLASS I POLICY VIOLATIONS**

- Medication errors
- Substantiated violation of a consumer's rights
- Endangering consumer's health and safety (i.e. distracted driving, failure to follow physician's orders)
- Falsifying documentation
- Breach in confidentiality, HIPAA violations (i.e. unauthorized home visitors)
- Insubordination
- Violation of the Agency code of ethics
- Unauthorized schedule changes resulting in lack of shift coverage

Unauthorized overtime

Disciplinary action for Class I violations

WJPM	2 <sup>nd</sup> WJPM with a 1-day suspension - Final	Termination
1 <sup>st</sup> occurrence	2 <sup>nd</sup> occurrence	3 <sup>rd</sup> occurrence

**CLASS II POLICY VIOLATIONS**

Dress code

Failure to complete assigned duties

Health and Safety (i.e. improper use of equipment such as assistive devices)

Smoking (i.e. smoking during non-break time or in an Agency vehicle)

Social Media (i.e. unauthorized use of Agency computer such as Face Book, Twitter, etc.)

Personal cell phone and electronic devices

Disciplinary action for Class II violations

VJPM	WJPM	WJPM -Final	Termination
3 <sup>rd</sup> occurrence	4 <sup>th</sup> occurrence	5 <sup>th</sup> occurrence	6 <sup>th</sup> occurrence

**ATTENDANCE VIOLATIONS**

Timely and regular attendance is an expectation of performance for all employees. To ensure adequate staffing, staff morale and to meet the expected needs of the individuals we serve, employees will be held accountable for adhering to their workplace schedule.

Unplanned Absence– A call-in for a scheduled shift. An unexcused absence from staff meeting or training will also be considered an unplanned absence. Pay may not be authorized for individuals who use unplanned time attached to a holiday.

Late Notification – Failure to notify your supervisor of your absence less than 2 hours prior to the start time of your scheduled shift. Failure to notify your supervisor before the end of your scheduled shift will be considered a No call, No show.

Unapproved time off - If an employee leaves his/her shift after the supervisor has denied unplanned time off the incident will be considered job abandonment and the employee will be considered to have voluntarily resigned.

Tardiness - Tardiness is defined as not being on duty and prepared to work at the start of the assigned shift. This includes but is not limited to assigned shift, trainings or meetings. Tardiness of 5 minutes or more will constitute an occurrence under the policy violation guidelines. Tardiness of more than 4 hours after your scheduled shift will be considered an unplanned absence. \*\*Tardiness always results in loss of pay.

Time Clock Violations – Employees are required to follow established guidelines for recording their actual hours worked. A missed clock in/out or not using the designated time clock (i.e. staff computer) is a violation of this policy.

No call, No Show - Failure to notify your supervisor of an absence from your scheduled shift. If you fail to notify your supervisor for two consecutive calendar days following such scheduled shift, it is considered job abandonment and your position will be terminated.

Occurrences	Occurrences/Days	Discipline Step and Action
1 Occurrence is equal to: <ul style="list-style-type: none"> <li>•1 Absent w/o accrued sick time</li> <li>•2 Late Notification</li> <li>•2 Tardy</li> <li>•2 Missed Punch</li> </ul>	4 Occurrences	Step 1: VJPM
	6 Occurrences	Step 2: WJPM
	8 Occurrences	Step 3: Final WJPM
	10 Occurrences	Step 4: Termination
Total # of Days Absent *Consecutive or Non-consecutive	6 Days	Step 1: VJPM
	9 Days	Step 2: WJPM
	12 Days	Step 3: Final WJPM
	15 Days	Step 4: Termination
Single Day of No Call/No Show	1 Occurrence	Step 3: Final WJPM
	2 Occurrences	Step 4: Termination

\*Note: At Step 1 the maximum number of days the employee is allowed to be absent from work before receiving a verbal warning is 6, regardless of the number of occurrences.

## **I. Grievance procedure for Written Disciplinary action**

If the employee disagrees with the content or action taken, the employee may communicate the disagreement in the following way;

1. Put the disagreement in writing on the back of the memo document and discuss the disagreement with the immediate Supervisor.
2. If the disagreement is not resolved after discussion, the employee is encouraged to request a meeting in writing with the Supervisor's direct report (Program Director or Executive Director). The employee should also send with the meeting request a written statement clearly explaining the disagreement and the employee's resolution of the disagreement. This must be done within 10 business days of the original discussion.
3. The Program Director or Executive Director will investigate following the meeting and will respond in writing to the employee within 10 business days. The decision of the Executive Director is final.
4. If the previous meeting was held with the Program Director and the employee does not believe the disagreement is resolved, the employee is encouraged to request a meeting in writing with the Executive Director. The employee should also send with the meeting request a written statement clearly explaining the disagreement and the employee's resolution of the disagreement. This must be done within 10 business days of the original discussion.
5. Executive Director will investigate following the meeting and will respond in writing to the employee within 10 business days. The decision of the Executive Director is final.

## **XII. EMPLOYMENT COMMUNICATION AND DISPUTE RESOLUTION PROCEDURE**

### **A. Purpose**

The purpose of the procedure is to provide a method for complaints to be voiced in an orderly manner, such that the proper authorities can resolve matters fairly and in a timely manner. This procedure is not available in conjunction with suspension or dismissal. To correct any work-related problems the employer must be fully informed about them. Therefore, the employer has an "open door" problem-solving policy. Employees are encouraged to discuss concerns or suggestions with their supervisor. Employees who believe that the supervisor has not or cannot adequately address the situation are encouraged to discuss the problem following the communication procedure below.

## **B. Procedure**

### **Work related issues**

**Step 1: Immediate Supervisor** – An employee having a work-related problem shall attempt to resolve it verbally with his/her supervisor immediately upon becoming aware of the cause of the problem. The immediate supervisor shall provide an oral answer to the employee within two workdays following receipt of the initial presentation of the problem.

**Step 2: Program Director** – (When applicable) If the employee is dissatisfied with the reply of the immediate supervisor, he/she shall condense the problem in writing, and submit it to the supervisor within five workdays of the supervisor's reply. The supervisor shall reduce his/her reply in writing and transmit both statements to the Program Director within two working days of receiving the written statement from the employee. After holding any conference deemed necessary, the Program Director shall render a written decision within ten workdays from the date of receipt.

**Step 3: Executive Director** – If after the review and decision of the Program Director, an employee remains dissatisfied, he/she may request of the Program Director in writing that the matter be brought to the Executive Director for a final review and decision. Any such request to the Program Director must occur in writing within five working days of the Program Director's decision. The decision of the Executive Director is final.

By Michigan law I.M.P.A.C.T. has established a statute of limitation on employment disputes to 180 days from the time of the incident.

It should be completely clear that the employer does not tolerate any form of retaliation against employees availing themselves of this procedure. The procedure shall not be construed as preventing, limiting or delaying the employer from taking disciplinary action against any individual up to and including termination, in circumstances involving problem of overall performance, conduct, attitude or demeanor, where the employer deems disciplinary action appropriate.

### **Corporate Compliance related issues**

Follow the procedure as outlined in the Corporate Compliance Policy Chapter 1, Section A, #20

## **XIII. SUMMARY OF EMPLOYEE BENEFITS**

### **A. Mileage Allowance**

The employer will reimburse approved expenses only when supported by a written expense report explaining the business purpose or benefit to the employer. The Agency will reimburse approved expenses only when supported by written documentation explaining the work-related reason and receipts. Staff are reimbursed at a per mile rate established by the Agency for travel directly related to their work. For CISD daily mileage limit of 25 miles per day unless prior approval for goal related events is given from the Program Director/designee. Mileage will only be paid to a limit of 300 miles per month. Use of personal vehicles must be approved by the Supervisor in advance and must include verification of automobile insurance. I.M.P.A.C.T. is not responsible for damage to an employee's vehicle while on company business. No mileage is paid to or from work for any reason. Expenses must be reasonable and reflective of the employee's efforts to be cost conscious. Mileage will not be reimbursed for travel to an employee requested conference where the Agency has paid the registration and other related expenses. The travel voucher should be completed monthly and turned into the Supervisor for signature by the 10<sup>th</sup> working day following the end of the month. For CISD voucher include vehicle safety self-inspection located on the back of the travel voucher form and turned into the Supervisor for signature by the 3<sup>rd</sup> working day following the end of the month.

## **B. Employee Assistance Program (EAP)**

The Agency has an official agreement with the Counseling Department that provides an initial (at no cost to the employee) assessment and referral service. An employee may receive counseling, other therapies and rehabilitation services up to three visits per family per year, to assist in maintaining not only a healthy and safe work environment, but also a more personally satisfying life style. All Protected Health Information (PHI) is kept strictly confidential. No employee, including management, will have access to any PHI. If the referral is made to EAP by a Supervisor, the Supervisor is only allowed to have information on appointments attended with a signed release.

## **C. Insurance Benefit Eligibility**

Regular employees working more than 30 hours are entitled to Health benefits under the Affordable Care Act. Benefits available under the Health Insurance Plan do not go into effect until after a 90-day waiting period following the date of hire or change in status to working more than 30 hours is completed. Part-time working 30 hours or less and temporary employees are not entitled to health insurance benefits unless required by law. Dental (unless required by law), vision, life insurance and short-term disability are only available to individuals working 40 hours.

## **D. Paid Time Off**

The intent of this benefit is to provide employees flexibility in scheduling paid time off and to reinforce employee accountability for managing their accrued time. An employee must be a regular, full time employee to be entitled to paid time off. Employees who take paid time off must use accrued hours available in their bank.

If the employee is requesting time off during a period in which the employer would be left understaffed, the employee's supervisor (at his or her sole discretion) may deny the request for time off. Requests for time off may be denied, upon occasion, to ensure adequate staff coverage and to keep the agency in compliance with the requirements of regulatory agencies.

## **DEFINITIONS –**

1. Benefit Year - A benefit year is any consecutive 12-month period used by an employer to calculate an eligible employee's benefits. The consecutive 12-month period commences on the employee's date of hire.
2. Paid time off (PTO) - Time is granted to only full-time employees. As a part of each full-time employee's (those working at least 40 hours per week on a regular basis) benefits package, an employee earns paid time off based on the employee's months/years of service. For purposes of this Policy, PTO may be used for vacations, bereavement or any other personal reason which requires time off.
3. Planned time off - is time off requested and approved with a minimum notice of 48 hours for time off from 1-2 days, 1 week notice for time off from 3-4 days and 2 weeks' notice for time off greater than 5 days. Regardless of the number of days earned and accrued by an employee, the employee may not schedule or use PTO in increments larger than 10 consecutive work days unless otherwise approved by the employee's supervisor. Certain departments may require more notification due to staffing, scheduling or consumer needs. Accrued time must be available when the request for time off is submitted.
4. Unplanned time off – is time off paid to the employee without prior notice. Excessive unplanned time off may result in disciplinary action up to and including dismissal.

Paid time off is accrued based on the number of ***hours actually worked***. It is subject to the annual maximum balance level as described in the Accrual table. Once the maximum balance is reached, no additional hours will accrue until the amount is reduced below the maximum. Eligible employees accrue hours based on their hours worked, length of service, and benefit level. PTO is tracked by the payroll timekeeping company.

Employees are eligible to accrue time upon hire and use accrued hours starting 30 days after hire, subject to orientation and staffing schedules.

An employee in good standing, who gives two weeks written notice, terminating employment and completes two weeks of actual scheduled work time will receive a cash-out of any unused accrued hours. The amount paid will be according to the existing hourly wage of the employee. Payment of accrued hours for employees in good standing will occur at the next full pay period following the final day of employment. The check will be direct deposited. No payment will be made without two weeks written notice. No payment will be made to an employee who is terminated by the Agency, as they are not considered in good standing with the Agency or its policies.

The Agency will offer to the staff the ability to buy back PTO hours the first pay in November. The staff person must leave 20 hours in their PTO bank. There will be no other limit to the number of hours staff can buy back.

Staff may buy back PTO hours one additional time per calendar year up to 40 hours but must leave 20 hours in their PTO bank. Staff must fill out and sign the PTO buy back form and turn it into the HR representative two weeks prior to the next payday.

In circumstances of a hardship, an employee may submit a written request to Human Resources to donate PTO hours from his/her bank to another employee who has depleted their PTO bank. The number of hours received cannot exceed an employee's regularly scheduled hours worked. The employee donating hours must leave a minimum balance of 20 hours in his/her bank. The written request must be received no later than one week prior to the pay date in which the donation may be paid. Human Resources will notify the employee if the request has been approved.

**Procedure for use of Unplanned Time Off:**

1. The employer expects all employees to assume diligent responsibility for their attendance and promptness.
2. Should you be unable to work your scheduled shift, you must speak **directly** to your supervisor at least two hours before your scheduled start time on each day of your absence unless you are granted an authorized FMLA leave, in which case different notification procedures apply. (See the FMLA policy.) Failure to properly notify the employer results in loss of benefit pay.
3. If you are absent for more than three consecutive workdays, a statement from a physician may be required before you will be permitted to return to work. The employee must be allowed at least 3 business days to provide documentation. In such instances, the employer also reserves the right to require you to submit to an examination by a physician designated by the employer at its discretion. In addition, the employer may require you either to submit a statement from your physician or to be examined by an employer-designated physician in other instances at its discretion, such as where abuse is suspected (for example, where an employee's record indicates a pattern of short absences and/or requested absences before or after holidays, days off and weekends).
4. Absenteeism or tardiness that is unexcused or excessive in the judgment of the employer is grounds for dismissal. Failure to attend work without you calling a supervisor will be considered a "No Call No Show" and is grounds for dismissal.
5. No Call No Show is defined as failure to notify your supervisor of an absence from your scheduled shift. If you fail to notify your supervisor for two consecutive calendar days



following such scheduled shift, it is considered job abandonment and your position will be terminated.

6. Unplanned time off, taken because of a denied request for planned time off, will be considered shift abandonment and a voluntary resignation. An exception will be made only in cases of proven emergencies.

**Procedure for use of Planned Time Off**

- Requesting time off should be done based on the time off guidelines. Supervisors may approve or deny requested time off outside of the posted schedule based on program needs/coverage. If request is denied employee may use the options provided in the guidelines. The employee must have accrued hours available in order to get paid for time off. Time-off may be denied if adequate accrued hours are not available at the time of the request. Requests for planned time off may be denied to ensure adequate staff coverage and to keep the agency in compliance with the requirements of regulatory agencies.

**Paid Time-Off Accrual Table**

**\*Max accrual includes both earned and/or donated hours**

**Non-Management**

0 - 2.99 years	3 – 4.99	5-9.99 years	10+
1.54 hours per 80 hours worked or .0192 mins. / hour worked	2.31 Hours per 80 hours worked or .0288 minutes/ hour worked	3.85 hours per 80 hours worked or .0481 mins. /hour	5.38 hours per 80 hours worked or .0673 mins. /hour
40 max accrual 100 max balance	60 max accrual 120 max balance	100 max accrual 140 max balance	140 max accrual 160 max balance

**Management**

0-4.99 years	5-9.99 years	10+
6.15 hours per 80 hours worked or .0769 mins. /hour	6.93 hours per 80 hours worked or .0866 mins. /hour	7.69 hours/ 80 hours worked or .0962 mins. /hour
160 max accrual 160 max balance	180 max accrual 180 max balance	200 max accrual 200 max balance

**E. Paid Sick Time**

- The Paid Medical Leave Act, 2018 Public Act 338, as amended by 2018 Public Act 369, effective March 29, 2019, covers employers who employ 50 or more individuals. The act covers individuals engaged in service to an employer in the business of the employer and from whom an employer is required to withhold for federal income tax purposes. An eligible employee does not include executive, administrative, and professional overtime exempt employees, and temporary employees.

- **Paid Sick Time Accrual**

Paid sick time accrual begins upon commencement of the employee's employment. Paid sick time is accrued at a rate of 1 hour for every 35 actual hours worked (0.0286 min. per hour worked); however, an employer is not required to allow accrual of over 1 hour in a calendar week or more than 40 hours in a benefit year. Employees can carry over up to 40 hours of unused accrued paid sick time from one benefit year to the next (max balance of 80 hours) and use no more than 60 hours in a single benefit year, with the exception of approved FMLA leave in which all paid sick time must be utilized.

- **Paid Sick Time Usage**

An employee may use paid sick time 30 days after the start of employment. Employees must follow the *Procedure for Unplanned Time Off* (see above) when requesting paid sick time. Employees may take paid sick time for any of the following: • Physical or mental illness, injury, or health condition of the employee or his or her family member • Medical diagnosis, care, or treatment of the employee or employee's family member • Preventative care of the employee or his or her family member • Closure of the employee's primary workplace by order of a public official due to a public health emergency • The care of his or her child whose school or place of care has been closed by order of a public official due to a public health emergency • The employee's or his or her family member's exposure to a communicable disease that would jeopardize the health of others as determined by health authorities or a health care provider For domestic violence and sexual assault situations, employees may use paid medical leave for any of the following: • Medical care or psychological or other counseling • Receiving services from a victim services organization • Relocation and obtaining legal services • Participation in civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

- **Employee Rights – Paid Sick Time**

An employee may file a complaint with the Department of Licensing and Regulatory Affairs within 6 months of the alleged violation. LARA shall investigate a complaint and attempt mediation, where appropriate.

## **F. Holiday Pay**

Residential/CISD non-exempt employees will receive holiday pay at the rate of one and one-half times his/her hourly rate for working shifts when the majority of the shift falls on the holiday. Example: Christmas Eve is the holiday for the midnight shift.

If an employee wishes to observe a holiday not listed below, an employee may request use of his or her accrued PTO.

Because of the nature of the employer's commitment to provide 24-hour services for residents, many categories of employees must report to work on an observed holiday. If scheduling necessitates an hourly employee to work on a holiday, he or she will receive one and one-half (1½) times his or her regular rate of pay for each hour worked. Despite the performance of overtime hours, the maximum holiday pay rate is one and one-half (1½) times the employee's regular rate of pay (not one and one half [1½] times the employee's overtime rate of pay). To receive holiday pay the employee is required to work the regularly scheduled hours the scheduled workday preceding and the scheduled workday following the holiday.

- Thanksgiving Day
- Christmas Day
- New Year's Day
- Easter Sunday
- Memorial Day
- Fourth of July
- Labor Day

## **G. Short Term Disability Insurance**

Full time employees who have worked for the Agency five (5) consecutive years are eligible to receive Short Term Disability (STD). Coverage is provided by the Agency at no cost to the employee. The STD benefit may be used for all medical leaves of absence (including FMLA, but excluding vehicular accidents paid for by automobile insurance) lasting longer than two weeks. The employee's PTO time must be used for the first two weeks of the leave. After the first two weeks, if the employee still has PTO time available, PTO time will be used to cover the DIFFERENCE between the STD payment and 40 hours of regular pay. The employee can only be "made whole" and cannot receive more than their standard pay for 40 hours. PTO time will be used until exhausted. Contact HR Representative for plan details.

## **H. Bereavement**

The Agency will pay for one regular scheduled day (up to 8 hours) to attend the funeral, if scheduled to work on the day of the funeral, for immediate family members. Immediate family members for the purpose of this policy are considered, spouse, children, siblings, parents, grandparents and grandchildren. The previous statement includes steps, halves and in-laws. If additional days off are needed, PTO time may be requested. The approval for use of PTO time will be based on program needs. Written proof of funeral attendance will be required. Written proof must be in the form of a letter from the funeral home or house of worship confirming that the requestor is an immediate family member.

## **I. General Leave Policy**

Unpaid and paid leave may be granted to employees under the circumstances described below. Leaves that are taken for medical, family or disability reasons are discussed separately below. PTO time will not accrue during any period of unpaid leave. Paid leave including PTO time and holidays provided by the employer are further described in other sections of this manual.

Employer payment of employee health insurance will be suspended while the employee is on unpaid leave not covered by the Family and Medical Leave Act of 1994 (FMLA). Employees on unpaid leave will be required to submit their insurance premium portions to the employer so that they are received by the first day of each month of the leave. Premium payments that are more than 30 days past due may result in the cancellation of insurance benefits and the employee will be ineligible for benefits until the next open enrollment period.

**Employees must use accrued hours at the onset of any leave including FMLA.**

## **J. Family and Medical Leave**

### General Provisions

It is the policy of the employer to grant up to 12 weeks of family and medical leave during any 12-month period to eligible employees, in accordance with the Family and Medical Leave Act of 1994 (FMLA) and up to 26 weeks of leave in any 12-month period in compliance with the expansion of the FMLA under The Support for Injured Service Members Act of 2007. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy. The 12-month period\* is measured forward from the date the employee first commenced an FMLA leave. For example, if an employee left on his or her first FMLA leave on February 1, 2013, the next 12-month period is measured forward from February 1, 2014.

\*The Agency uses a rolling 12-month period measured backward from the date an employee uses an FMLA leave.

PTO is not accumulated during a leave, educational leave, maternity/adoption leave or personal leave. Seniority is not accumulated during any of these leaves of absence.

## Eligibility

To qualify for family or medical leave under this policy, the employee must meet all of the following conditions:

- 1) The employee must have worked for the employer for at least 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of the week or if the employee is on leave during the week.
- 2) The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, the hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.
- 3) The employee must work in an office or work site where 50 or more employees are employed by the employer within 75 miles of that office or work site. The distance is to be calculated by using available transportation by the most direct route.

## Scope

The provisions of this policy shall apply to all family and medical leaves of absence except to the extent that such leaves are covered under other paid employment benefit plans or policies for any part of the 12 weeks of leave to which the employee may be entitled under this policy. In all situations covered under this policy, employees may use, and the employer may require employees to use PTO time.

### **K. Type of Leave Covered- Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- 1) For incapacity due to pregnancy, prenatal medical care or child birth;
- 2) To care for the employee's child after birth, or placement for adoption or foster care;
- 3) To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- 4) For a serious health condition that makes the employee unable to perform the employee's job.

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition, which, if left untreated, would result in a period of incapacity of more than three days, would be considered a serious health condition.

Employees with questions about what illnesses are covered under this FMLA policy or under the

employer's all-purpose leave policy are encouraged to consult with Human Resources.

The employer may require an employee to provide a doctor's certification of the serious health condition. The certification process is outlined in this policy.

5) A covered family member's active duty or call to active duty in the Armed Forces.

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

The leave may commence as soon as the individual received the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave, except that the person does not have to be a minor.) This type of leave would be counted towards the employee's 12-week maximum of FMLA in a 12-month period.

Employees requesting this type of FMLA leave must provide proof of the qualifying family member's call-up or active military service before leave is granted.

6) To care for an injured or ill service member.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. 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 that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Next-of-kin is defined as the closest blood relative of the injured or recovering service member. An employee is also eligible for this type of leave when the family service member is receiving medical treatment, recuperation or therapy, even if the service member is on the temporary disability retired list.

Employees requesting this type of FMLA leave must provide certification of the family member or next-of-kin's injury, recovery or need for care. This certification is not tied to a serious health condition as for other types of FMLA leave. This is the only type of FMLA leave that may extend an employee's leave entitlement beyond 12 weeks to 26 weeks. Other types of FMLA leave are included with this type of leave totaling the 26 weeks.

An eligible employee can take up to 12 weeks (or up to 26 weeks of leave to care for an injured or ill service member) under this policy during any 12-month period. Under law\*\*, the single 12-month period for military caregiver leave begins on the first day the employee takes leave for this reason and ends 12 months later.

If a husband and wife both work for the employer and each wish to take leave for the birth of child, adoption or placement of a child in foster care, or to care for a parent but not a parent-in-law with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for the employer and each wish to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.

\*\*The law requires that this method be utilized regardless of the 12-month period established by the employer for other FMLA leave reasons.

#### **L. Employee Status, Benefits and Protections During Leave**

While an employee is on leave, the employer will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

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

Under current employer policy, the employee pays a portion of the health care premium.

While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in Human Resources by the 1st day of the month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The employer will provide 15 days notification prior to the employee's loss of coverage.

##### Employee Status after Leave

An employee who takes leave under this policy will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The employer may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

##### Use of Paid and Unpaid Leave

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all the PTO time prior to being eligible for unpaid leave. Workers' Compensation, PTO and Short-Term Disability will run concurrently with FMLA leave.

Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA.

##### Intermittent Leave or a Reduced Work Schedule

The employee may take FMLA leave in 12 consecutive weeks or, if for a serious health condition, may use the leave intermittently or in a reduced work schedule, but only if such leave is medically necessary. The leave may not exceed a total of 12 work weeks (or 26 work weeks to care for an injured or ill service member) over a 12-month period.

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

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the employer

before taking intermittent or reduced schedule leave. If this is not possible, the employee must prove that the use of the leave is medically necessary. The employer may require certification of the medical necessity as discussed.

#### Certification of the Serious Health Condition of the Employee or the Spouse, Child or Parent of the Employee

The employer will ask for certification of the serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification may be provided by using the Medical Certification Form. Request for a medical certificate must be made in writing as part of the employer response to employee request for leave.

Certification of the serious health condition shall include the date when the condition began, its expected duration and a brief statement of treatment. For medical leave for the employee's own medical condition, the certification must also include a statement that the employee is unable to perform work of any kind or state that the employee is unable to perform the essential functions of the employee's position. For a family member who is seriously ill, the certification must include a statement that the patient, the family member, requires assistance and that the employee's presence would be beneficial or desirable.

If the employee plans to take intermittent leave, the certification must also include dates and the duration of treatment as well as a statement of medical necessity for taking intermittent leave.

The employer has the right to ask for a second opinion if it has reason to doubt the certification. The employer will pay for the employee to obtain a certification from a second doctor, which the employer will select. The employer will not regularly contract with or otherwise regularly use the services of the second doctor. If necessary to resolve a conflict between the original certification and the second opinion, the employer will require the opinion of a third doctor. The employer and the employee will mutually select the third doctor, and the employer will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

#### Documentation of the Covered Family Member's Active Duty or Call to Active Duty in the Armed Forces

Employees requesting this type of service member FMLA leave must provide proof of the qualifying family member's call-up or active military service. This documentation may be a copy of the military orders or other official Armed Forces communication.

#### Documentation of the Need for Service member FMLA Leave to Care for an Injured or Ill Service member

Employees requesting this type of Service member FMLA leave must provide documentation of the family member's or next-of-kin's injury, recovery, or need for care. This documentation may be a copy of the military medical information, orders for treatment, or other official Armed Forces communication pertaining to the service member's injury or illness incurred on active military duty that renders the member medically unfit to perform his or her military duties.

#### Procedure for Requesting Leave for:

- 1) the birth of a child or in order to care for that child;
- 2) the placement of a child for adoption or foster care and to care for the newly placed child;
- 3) to care for a spouse, child or parent with a serious health condition; or
- 4) the serious health condition of the employee

All employees requesting this type of FMLA leave must provide verbal notice with an explanation of the reason(s) for the needed leave to Human Resources. HR will require the employee to provide a written request for leave and reason(s).

The employer will provide individual notice of rights and obligations to each employee requesting leave within two business days or as soon as practicable.

When an employee plans to take leave under this policy, the employee must give the employer 30 days' notice. If it is not possible to give 30 days' notice, the employee must give as much notice as practicable. An employee who is to undergo planned medical treatment is required to make a reasonable effort to schedule the treatment in order to minimize disruption to the employer's operations.

If an employee fails to provide 30 days' notice for foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least 30 days from the date the employer receives notice. While on leave, employees are requested to report every 30 days to the employer regarding the status of the medical condition and their intent to return to work.

Procedure for Requesting Leave for:

- 1) a covered family member's active duty or call to active duty in the Armed Forces or
- 2) to care for an injured or ill service member

All employees requesting this type of FMLA leave must provide verbal notice with an explanation of the reason(s) for the needed leave to Human Resources. HR will require the employee to provide a written request for leave and reason(s).

The employer will provide individual notice of rights and obligations to each employee requesting leave within two business days or as soon as practicable.

#### Employer Responsibilities

When an employee makes a request for family medical leave, the employer will provide specific notice including but not limited to the following:

- 1) That the leave will be counted against his or her annual family medical leave entitlement;
- 2) Any requirements for the employee to furnish medical certification of a serious health condition and the consequence of failing to do so;
- 3) The employer will require the use of accrued time for paid leave
- 4) Any requirement for the employee to make any premium payments to maintain health benefits and the arrangements for making such payments;
- 5) Any requirement for the employee to present a physician's certification to be restored to employment without restrictions;
- 6) The employee's right to restoration to the same or an equivalent job on the return from leave;
- 7) The employee's potential liability for payment of health insurance premiums paid by the employer during the employee's unpaid family medical leave if the employee fails to return to work after taking family medical leave; and
- 8) The notice may include other information such as whether the employer will require periodic reports of the employee's status of intent to return to work.



## **M. Other non-FMLA Leaves of Absence**

### **Employees must use accrued hours at the onset of any leave.**

Other leaves of absence may be granted an employee who has completed 12 consecutive months of employment. A minimum of 30 days written notice is required before commencement of the leave unless medical conditions preclude the availability of such advanced notice. A leave of absence will be reviewed every 30 days for a maximum of 12 weeks at which point this leave of absence may be extended by a written request within seven (7) business days in advance of the expiration of this leave of absence. It is understood the extension of leave of absence shall not be binding upon the Agency until it has approved the extension request and provided to the applicant a copy of the approval. The employee will be required to report their status and intent to return to work every 30 days while on leave to Human Resources in writing. Failure to report will be considered by the agency as a voluntarily resignation. If the circumstances of the leave change, the employee is required to notify the Agency within two (2) working days of the change.

An employee shall be responsible for the entire expense of health insurance during a non-paid leave. The employer will not contribute any amount to the premiums. The employee must pay the entire premium at the regular schedule payment date. Failure to make timely payments will result in termination of benefits.

For any employee who accepts another job or position, while on a leave of absence his/her employment shall be terminated and all benefits will cease immediately.

Employees must substitute and exhaust all accrued time. Upon return to work the employee will be reinstated to the next available open position for which he or she is qualified at the standard compensation level for that position. The Agency does not guarantee the employee will return to the same position, shift, facility, pay rate or status.

Other L.O.A.'s may be considered for approved for:

- Education and training may be granted by the specific approval of the Executive Director.
- Military Leave – The Agency will comply with its obligation under the Uniformed Services Employment and Reemployment Rights Act (USERRA). If an employee is inducted in the armed forces of the United States, he/she must notify their supervisor so that arrangements can be made to authorize a leave of absence. The leave shall be for a maximum period of five (5) years, except when the employee's period of military service may be involuntarily extended due to an act of war or a declared state of national emergency. In that event, the period of military leave shall be extended, in accordance with federal law, until the end of the involuntary extension of the employee's military service. The employee must apply for a reinstatement within ninety (90) days of his/her date of discharge or forfeit his/her right to return. The employee must have been released from the service under honorable conditions.
- Other special cases when approved by the Executive Director.
- Non-paid L.O.A.'s must be for a leave lasting 72 planned worked hours or more.
- If the employee is a person with a covered disability, the employee may request a modification of this policy as a reasonable accommodation.
- If you are a reservist in any branch of the armed forces or a National Guard member, you will be granted time off for military training (normally 14 days plus travel time) in addition to your vacation. Please advise your supervisor of your training schedule as far in advance as possible.

- It is our policy to cooperate with the National Defense Program. If you are called to participate in a military training program or special emergency service with your reserve or National Guard unit, you will be excused from work to attend without pay.
- Any employee who has a disability and needs an accommodation in order to perform his or her job must notify Human Resources in writing within 182 days of when the employee knows or should know of the need. The employer will comply with all state and federal laws and regulations with respect to accommodating employee disabilities.

**All requests must be in writing on approved forms.**

## **N. Military Leave**

The employer will comply with its obligations under the Uniformed Services Employment and Reemployment Rights Act (USERRA) which was signed by the President on October 13, 1994. The Act applies to persons who perform duty, voluntarily or involuntarily, in the "uniformed services." These services include the Army, Navy, Marine Corps, Air Force, Coast Guard, and Public Health Service Commissioned Corps, including their reserve components. Federal training or service in the Army National Guard and Air National Guard also provides rights under USERRA.

"Uniformed services" include active duty, active duty for training, inactive duty training (such as drills), and initial active duty training, as well as absence from an employment position for an examination to determine fitness to perform any such duty. USERRA covers all employees except those serving in positions where there is "no reasonable expectation that employment will continue indefinitely or for a significant period."

The following five eligibility criteria must be met for an employee to be entitled to the rights provided under this law:

- 1) The employee must have held a civilian job;
- 2) The employee must have given notice to the employer that he or she was leaving the job for service in the uniformed services;
- 3) The period of service must not have exceeded five years (see exception below);
- 4) The employee must have been released from service under honorable conditions; and
- 5) The employee must have reported back to the civilian job in a timely manner or have submitted a timely application for reemployment.

USERRA establishes a five-year cumulative total on military service with a single employer, with certain exceptions allowed for call-ups during emergencies, for reserve drills and annually scheduled active duty for training, etc. USERRA also allows an employee to complete an initial period of active duty that exceeds five years, e.g. enlistees in the Navy's nuclear power program who are required to serve six years.

Pursuant to this law the following are employee time limits for returning to work, with the exception of fitness for service examinations:

- Less than 31 days service: By the beginning of the first regularly scheduled work period after the end of the last calendar day of duty plus time required to return home safely. If this is impossible or unreasonable, then as soon as possible.
- 31 to 180 days: Application for reemployment must be submitted no later than 14 days after completion of a person's service. If this is impossible or unreasonable through no fault of the person, then as soon as possible.

- 181 days or more: Application for reemployment must be submitted no later than 90 days after completion of a person's military service.
- Service-connected injury or illness: Reporting or application deadlines are extended for up to two years for persons who are hospitalized or convalescing.

Pursuant to USERRA the employer provides health benefits continuation for service members and their families during military service for up to 24 months.

On your return from service, your salary will be established to give you the same status you would have enjoyed had you been working for the employer during your leave.

- 1) If you are in the same position when you return, and the salary range has been increased, your salary will be determined by the point in the range you would have reached if you had not taken leave.
- 2) If you return to a more responsible job, your salary will be based on the present rates for the position and will be at least the same as the lowest paid qualified person in a similar position.

#### **O. Workers' Compensation**

All employees are entitled to Worker's Compensation in accordance with the State Worker's Compensation Law. Employees who are injured while on the job must inform his/her supervisor of the injury and complete a STAFF INJURY REPORT form. **This report must be completed before the end of the shift or, if not possible at that time, within twenty-four (24) hours.** All eye witnesses present on the shift shall be listed in the report and may complete an additional report, if they feel other information is needed to describe the injury. ***FAILURE TO FOLLOW THE PROCEDURE COULD MEAN LOSS OF ANY BENEFITS RESULTING FROM THE INCIDENT.*** You may be required to submit to a drug test if you are injured on the job. In accordance with the leave of absence policy, upon return to work the employee will be reinstated to his or her former position or to a comparable position. Workers' compensation leave of absence will be classified as Family Medical Leave Act leaves if FMLA eligibility is met. Both leaves will run concurrently.

For all employees, the employer will continue to pay its portion of the Employee's health insurance premium for up to 12 weeks of approved worker's compensation leave regardless of FMLA eligibility. The employee **must** make timely payments on shared health insurance premiums. Failure to pay will result in termination of benefits unless covered by applicable laws.

#### **P. Insurance Benefits**

See page 23 of this manual for benefit eligibility.

- **Group Life Insurance** is provided according to the following schedule:

Core Benefit - \$10,000

- **Medical/Dental/Hospitalization & Vision Insurance** is available to all eligible employees. Coverage is provided by the Agency at a co-pay rate annually established by the Agency. The cost to the employee may change as insurance rates for the Agency are adjusted. No co-pay increase will be deducted from an employee without his/her prior written authorization. **Any changes to the employee's coverage, i.e.: number of dependents, marital status, name, address, must be completed in writing, within thirty (30) days of the event, to the Human Resources Representative.**

Employer provided benefits excludes individuals who leave or retire from the Agency or individuals on personal leave of absence or any other situation that removes someone from the status of a regular full-time employee. The Agency is not responsible for any premium due or cost incurred for employees who do not meet these guidelines.

- **COBRA** – The Federal Consolidated Omnibus Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the employer’s medical, dental or vision insurance plan when a “qualifying event” would normally result in the loss of eligibility. Some common qualifying events are; resignation, termination of employment, death of an employee, a reduction in an employee’s hours, leave of absence, divorce or legal separation and a dependent child no longer meeting eligibility requirements. Under COBRA, the employee or beneficiary pays 102% of the cost of coverage at the employer’s group rates. Employer provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the employee’s medical insurance plan. The notice contains important information about the employee’s rights and obligation. Contact Human Resources for more information on COBRA.

***You must notify Human Resources in writing if you, your spouse, or your child becomes eligible for continuation of coverage due to divorce, separation, or reaching the limited age.***

#### **XIV. ATTENDANCE**

##### **A. Hours of Work**

- The Executive Director will determine hours of operation for the various programs.
- **Hours Worked Definition** – Fair Labor Standards Act (FLSA) regulation make the employer responsible to comply with minimum wage and overtime laws for all HOURS WORKED. The term “hours worked” generally includes all time an employee is required or authorized to be on duty or on the employer’s premises or at a prescribed work place, and all times when the employee is permitted to work for the employer.
- **Unauthorized Hours Worked** - An employee is considered permitted to work where the employee performs work for the employer but is not requested to do so. For example, an employee who arrives early for work or continues to work at the end of the shift. The FLSA requires the employer to pay **minimum wage** and any applicable overtime for this unauthorized additional work. The duty of management is to exercise its control and monitor the work that is performed and to discipline as appropriate any employee who performs unauthorized work.
- **Planned/Unplanned Time**– Requests for Planned time must be made with the Supervisor as defined in the definitions on Page 23.
- **Staff Attendance Record** – Each employee must use the automated time and attendance system to record their attendance. The staff must use the automated attendance system at the beginning and end of each shift worked. Missed punches should be reported to the Supervisor verbally or in writing if the Supervisor is not available. Excessive missed punches will result in disciplinary action. For CISD each employee must accurately record his/her hours worked on the approved Agency form. Time sheets must be turned into administration by 10:00 a.m. on Monday unless otherwise directed. **Failure to turn in time sheets by the designated day and time will result in the delay in the payment of wages** until the next payday. Timesheets are a legal document. Substantiated falsification of this document will result in termination.

- **No Call No Show** - Failure to notify your supervisor of an absence from your scheduled shift. Failure to notify your supervisor for two consecutive calendar days following such scheduled shift, is considered job abandonment and will be considered voluntary termination.
- **Switching work schedules** – No employee shall switch or adjust their scheduled work hours without prior approval by the Program Supervisor. Any employees that switch their schedule without Supervisor approval will be subject to disciplinary action. All requests to switch a work schedule must be in writing.
- **Residential Staff 30 Minutes of Break Time – Breaks do not apply to CISD staff.** There will be a total of 30 minutes of break time per 8 hours. These 30 minutes of break time will be paid because the employee cannot leave the work premises. If an employee is called off their break to assist with an emergency situation or a consumer-related situation, they will be given a full break period once the situation has been resolved. The Agency sees this as happening very infrequently. They must remain in the facility or on the premises during their break period. At no time is staff to leave the premises or the property of the Agency. This is to insure the safety of the consumers at all times so that staff may respond as necessary.
- **All Other Staff Break Time - Breaks do not apply to CISD staff.** There will be a total of 30 minutes of break time per 8 hours. This break time will be un-paid as the staff may leave the premises for the break. If the staff leaves the facility for the break they must punch out when they leave and back in when they return.

## **B. Overtime**

Business needs may at times make the following conditions mandatory: overtime, work at another home (residential) or adjustments in current work schedules. Employees are expected to work overtime when scheduled or requested by the Employer. This is a condition of employment. The employer will endeavor to give at least twenty-four (24) hours' notice whenever possible.

All non-exempt employees shall be compensated at the rate of time and one-half his/her regular hourly rate of pay for all authorized work in excess of forty hours (actual hours worked) per week when necessary to cover a program with adequate staff. The Program Supervisor must receive approval for all overtime in advance from the Program or Executive Director. Failure to obtain approval for overtime will result in disciplinary action. If the "overtime" is worked on a paid holiday, it is only paid at time and one-half of his/her regular hourly rate of pay.

## **C. Staff/Peer Meetings**

All regular full-time employees are required to attend all regular monthly and special staff meetings and special in-service training sessions that may be held at the facility at which they are employed. Unapproved absences from staff meetings will be counted as unplanned time for the purpose of disciplinary action.

## **D. Absenteeism/Tardiness**

In order to provide quality service to the individuals being served and to maintain staff morale, it is essential that employees shall not absent themselves from work without adequate notice and shall report for work at their scheduled starting times. Absence by an employee from work without notice is unfair both to the individual's served and to one's fellow employees.

**Absenteeism** is defined as failure to meet a scheduled work agenda exclusive of approved leaves. Every employee is expected to give at least a 2-hour notice prior to his/her regular start

time in the event of his/her inability to report for work at his/her scheduled starting time. Employees must call 2 hours before their scheduled start time on each day of absence unless granted an authorized FMLA leave. Failure to call in at least 2 hours prior to the regular start of the shift may result in disciplinary action for the late call in.

Except in the case of medical emergency, the employee ONLY is expected to speak directly to their Supervisor and report absenteeism. Asking a friend, another employee, spouse, or relative to give notification is not acceptable.

Additionally, **tardiness**, the failure to report to work at the time scheduled, imposes an undue burden on fellow employees and individuals served. Given that the individuals served require specialized attention, the tardiness of an employee will necessarily force the other employee to continue working for the health, welfare and safety of the individuals. As such, tardiness will not be tolerated. Tardiness will always result in lost wages to employees.

#### **E. Staff Scheduling**

Business needs may at times make the following conditions mandatory: overtime, work at another agency home, or adjustments in current work schedule. Employees are expected to work overtime when scheduled or requested by the employer. This is a condition of employment.

Our first priority is to ensure a high level of continuous care to individuals served. Consequently, staff scheduling, and duties may vary. The employee may be required to work at unscheduled times without prior notice.

Scheduling for double shifts in residential facilities shall be allowed only in the case of emergencies to ensure adequate staffing levels and only with the approval of the facility Supervisor. Double shifts cannot be approved for the purpose of time off requests, switching of shifts and other personal requests. The only exception is when the second shift is a sleeping midnight shift (CISD).

Illness, absence, vacation or other circumstances may make it necessary for an employee to be transferred to a different location, shift or assignment.

***Nothing stated hereto restricts the right of the employer to schedule shifts as deemed fit.***

#### **F. Work Reduction**

If a layoff becomes necessary for any reason, the layoffs will be determined by the sole judgment of the employer.

Due to the nature of the employment, employees are expected to take a temporary reduction in work hours and/or a permanent or temporary transfer to another worksite if requested by the employer.

#### **G. Jury Duty**

All employees will be granted a paid leave of absence, up to five (5) days (40 hours) *annually* (rolling 12 months forward from first day of jury service) to fulfill required jury duty.

- Any employee who is called to perform jury duty must provide a copy of the court summons to I.M.P.A.C.T. Administration for placement in his/her personnel file.
- Employees **must** request "Verification of Jury Duty" from the court clerk's office for **all** days and/or partial days served on jury duty. The staff must submit this to their supervisor.

- Time spent on jury duty shall not be deducted from Paid Time Off nor adversely affect any fringe benefit for the five (5) allowed days.
- Employees on jury duty shall be paid regular pay for performing jury duty during the employee's regularly scheduled work hours. (See Partial Day Jury Duty Service below).
- Pay for jury duty (from the court), other than any travel reimbursement (mileage), shall be returned to I.M.P.A.C.T., in lieu of regular wage. Only the days served on your regularly scheduled work days shall be kept by I.M.P.A.C.T., the remainder will be reimbursed to you. You **must** ask that *separate checks* be issued by the court clerk for *mileage* and *jury duty pay*.

## H. Partial Day Jury Service

The court will pay you a stipend for a *½ day* up to the lunch hour break (time varies by judge/court) and a *full day* for **any** after the lunch hour. On the days when employees are excused from court *on or before noon*, they will be required to report to work as follows:

- **Day Shift** – A day shift staff is required to report to his/her scheduled shift for completion of that day's scheduled shift.
- **Afternoon Shift** – An afternoon shift staff who has served a *partial day* of jury duty, as defined above, would be required to attend their regularly scheduled shift. An afternoon shift staff who has served a *full day* jury duty is *not* required to attend their regularly scheduled shift.
- **Midnight Shift** – A midnight shift staff who has served a *partial day* of jury duty, as defined above, would be required to attend their regularly scheduled shift, as this would allow a staff to get the rest needed to perform their job. (The exception would be in the case of court being dismissed early for the day but resuming the following morning.) A midnight shift staff, who has served a *full day* jury duty, is not required to attend their regularly scheduled shift.

## I. Work-related Subpoenas

Employees who are subpoenaed to appear in court for a work-related issue will be paid their hourly rate for the amount of time they are required to be in court and give testimony.

## J. Non-work-related Subpoenas

Employees who are subpoenaed to appear in court for a non-work-related issue must use PTO in order to be paid.

# XV. CONSUMER/CLIENT CONCERNS

## A. CONFIDENTIALITY

Each individual served has a right to confidentiality. In accepting employment at I.M.P.A.C.T., an employee is placed in a position of trust in regard to information concerning the individual served. Employees must constantly be aware of the confidential nature of all information regarding the individuals served.

All reports, records and data (paper and computer) are confidential which pertain to testing, care, treatment, reporting and research associated with the serious communicable disease or infection of HIV infection, acquired immunodeficiency syndrome, and acquired immunodeficiency syndrome related complex. Any employee who releases information in any form about an

individual served, pertaining to a HIV status, may be guilty of a misdemeanor, punishable by imprisonment for not more than one year or a fine of not more than \$5,000 or both, and is liable in a civil action for actual damages or \$1,000 whichever is greater, and costs and reasonable attorney fees. If anyone contacts an employee about a consumer for whom this section may be applicable, he/she must immediately direct the person to I.M.P.A.C.T. Management (e.g., Supervisor, Program Director or Executive Director). The employee should also advise the Executive Director of the contact.

Employees should not directly or indirectly copy or remove from the Employer's premises information unless the employee has a business reason for doing so and has received his or her supervisor's permission before doing so. When employment ends, employees must return to the Employer all originals and all copies of any confidential information.

As a condition of employment, employees must sign a confidentiality agreement. That agreement is a legally binding document in which employees acknowledge their obligation to maintain and protect the confidential information of the consumer and Employer.

Information concerning the consumers **or staff person** is not to be discussed outside the workplace.

Information concerning the consumers **or staff person** should not be released, whether written or oral to any individual or agency without the approval of the Program Supervisor.

If at any time employees have any questions concerning what is or is not confidential and what their duties are with regard to confidential information, they should not hesitate to discuss those questions with their immediate supervisor.

**ANY BREACH OF CONFIDENTIALITY MAY RESULT IN DISMISSAL.**

**B. Rights of the Individuals Served**

ALL INDIVIDUALS HAVE THE RIGHT TO BE TREATED WITH DIGNITY AND RESPECT. The following rights must be adhered to by all employees. Any employee observing any person violating these Consumer Rights must report it to the CMH Office of Recipient's Rights (CMH clients only) and supervisor immediately. Any employee who fails to report a violation will be subject to disciplinary action up to and including termination of employment.

**GENERAL**

1. The right to be free from discrimination on the basis of race, religion, color, national origin, sex, age, handicap, marital status, or source of payment in the provision of services and care.
2. The right to exercise his or her constitutional rights, including the right to vote, the right to practice religion of his or her choice, the right to freedom of movement, and the right of freedom of association.
3. The right to refuse participation in religious practices and to be free from staff influence to accept a particular belief or philosophy.
4. The right of reasonable access to a telephone for private communications. Similar access shall be granted for long distance, collect calls, and calls that are otherwise paid for by the caller. Agency Group Homes or Programs may charge an individual for long distance and toll telephone calls.



5. The right to voice grievances and present recommendations pertaining to the policies, services, and house rules of the home without fear of retaliation.
6. The right to associate and have private communications and consultations with his or her own physician, attorney, or any other persons of his or her choice.
7. The right to participate in the activities of social, religious, and community groups at his or her own discretion.
8. The right to use the services of advocacy agencies and to attend other community services of his or her choice.
9. The right to employ the services of a physician, psychiatrist, counselor or dentist of his or her choice for obtaining medical, psychiatric, counselor or dental services.
10. The right to refuse treatment and services, including the taking of medication, and to be made aware of the consequences of that refusal.
11. The right to be treated with consideration and respect, with due recognition of personal dignity, individuality, and the need for privacy.
12. The right to confidentiality of his/her records.

### ***RESIDENTIAL***

13. The right to write, send, and receive uncensored and unopened mail at his or her own expense.
14. The right to reasonable access to and use of his or her personal clothing and belongings.
15. The right to have contact with relatives and friends and receive visitors in the home. Exceptions shall be covered in his/her Assessment Plan, and special consideration shall be given to visitors coming from out of town or whose hours of employment warrant special consideration.
16. The right to request and receive assistance from the responsible agency in relocating to another living situation.
17. The right of access to his or her room at his or her own discretion.

### **C. Abuse Reporting**

If an employee has reasonable cause to suspect the abuse of a consumer, the violation must be immediately reported to the Community Mental Health Office of Recipient Rights (CMH ORR) and immediate supervisor. If applicable, the Supervisor or Administrator will orally report the suspected abuse to the law enforcement agency of the county, or city, in which the abuse is suspected to have occurred or to the State Police, DHHS, the consumers designated representative, and other agencies as needed.

**Within 24 hours a written report should be submitted to the CMH ORR and supervisor. The supervisor or administrator must file a written report within 48 hours from date of incident with appropriate law enforcement agency, MDHHS, the consumer's designated representative, and other agencies as needed.**

A person who makes the report of abuse will not be dismissed or otherwise penalized for making the report unless he or she is the cause of the abuse. The report of abuse shall be confidential

may be anonymous and subject to disclosure only with the consent of that person by judicial process.

All employees who have knowledge of an incident must report. Failure to report will result in disciplinary action up to and including termination.

**ABUSE THAT IS REQUIRED TO BE REPORTED TO APPROPRIATE AGENCY IS AS FOLLOWS:**

1. Assault
2. Assault and battery
3. Sexual intercourse under pretext of medical treatment
4. Murder
5. Manslaughter
6. Criminal sexual conduct including sexual penetration
7. Criminal sexual conduct
8. Assault with intent to commit criminal sexual conduct including penetration.

Any employee's observation of any abuse, neglect or failure to comply with approved employer programs is to be communicated to CMH ORR and his/her supervisor immediately. **IT IS THE EMPLOYEE'S LEGAL OBLIGATION TO REPORT ALL INCIDENTS INVOLVING ANY CONSUMER.** Failure to report consumer abuse or neglect may result in dismissal.

**D. Mistreatment of Consumers**

Employees shall not mistreat any individual. Mistreatment includes any intentional action or omission which exposes a consumer to a serious risk of physical or emotional harm or the deliberate infliction of pain by any means.

**Staff shall not:**

1. Use any form of punishment.
2. Use any form of physical force other than emergency behavior management techniques approved in the consumer's individual treatment plan or approved for emergency use. Physical force may not be used unless there is the risk of physical harm to staff or other recipients or immediate risk of significant property damage. Physical force may only be used when other less restrictive measures have been attempted first.
3. Restrain a consumer's movement by binding or tying or through the use of medication, paraphernalia, contraptions, material or equipment for the purpose of immobilizing a resident.
4. Confine a consumer in an area, such as a room where egress is prevented, in a closet, or a bed, box or chair or restrict a resident in a similar manner.
5. Withhold food, water, clothing, rest or toilet use.
6. Subject a resident to any of the following"
  - a. Mental or emotional cruelty
  - b. Verbal Abuse
  - c. Derogatory remarks about the resident or member of his/her family
  - d. Threats
7.
  - a. Refuse the consumer living in a residential facility entrance into the facility.
  - b. Consumers of the counseling department may be refused entrance if the consumer has or is displaying violent behaviors or is threatening harm to another individual.

8. Isolate a resident by complete and unattended separation from staff and other residents.
9. Use any electrical shock device.

#### **E. Incidents and Accidents**

In the event of the death of a consumer; any accident or illness that requires hospitalization; incidents that involve serious hostility; any hospitalization; and attempts at self-inflicted harm or harm to others; any instances of destruction to property; any incidents that involve arrest or conviction of a consumer for arson, rape, murder, burglary, robbery, larceny, motor vehicle theft and aggravated assault; staff shall do the following:

1. Immediately inform the program supervisor.
2. Complete a written incident report (I.R.), date and sign the report.
3. The supervisor, or staff if requested, shall make a reasonable attempt to contact the consumer's designated representative and responsible agency by telephone. If a message is left, write down the time and name of the person who received the message. Follow-up calls must be continued until contact is made.
4. Complete details regarding incident and accident reporting can be found in the I.M.P.A.C.T. policy and procedure manual, policy number Chapter 1 Section H #001.

#### **F. Agency Investigative Process**

In addition to all regulatory agency reporting requirements and in the interest of health and safety, I.M.P.A.C.T. Administration will conduct a review of any reported complaint involving its employee if it involves an agency related situation. Such reviews typically include:

- Collecting written statements from staff allegedly involved in or having witnessed an incident.
- Interviews with staff allegedly involved in or having witnessed an incident.
- Any other activities necessary to reach a determination concerning the validity/accuracy of a complaint.

During the course of an internal review, I.M.P.A.C.T. may elect to reassign or suspend involved staff members until such time as the complaint review is concluded. Any suspensions in accordance with agency policy may be paid or unpaid at the sole discretion of the Agency. Further, a suspension related to the review of an alleged incident of abuse or neglect is common procedure and does not imply that any staff person has participated in any wrongdoing. Removal of a staff person from the home/facility during the period of review assures the safety of Agency consumers.

At the conclusion of any such a review, the Agency will prepare a written report which either substantiates or does not substantiate the basis of the complaint.

Depending upon the outcome of any such a review, the Agency has at its disposal a wide range of action steps including but not necessarily limited to:

- Dismissal of employee(s)
- Transfer of employee(s)
- Retraining of employee(s)
- Extend orientation period of employee(s)
- Job Performance Memo issued to employee(s)
- Unpaid suspension of employee(s)

- No action directed to employee(s)
- Other action as deemed necessary or appropriate by the Agency.

### **G. Group Home/CISD Consumer Funds**

Extreme care must be exercised in the handling of consumer's funds. In handling such funds, the employee is placed in a position of trust in caring for such funds. As such, it is incumbent upon him/her to avoid even an appearance of wrongdoing. As such, all expenditures must be documented and evidenced by a bill and/or receipt.

Employees are not to intermingle, borrow or pledge funds of a consumer. Michigan law makes it a misdemeanor, with the possibility of 2 years in jail, a \$25,000 fine, or both if convicted.

### **H. Consumer Treatment Plans, Goals & Programs**

All employees are expected to abide by the clinical, case management, nursing, physical therapy, occupational therapy and speech therapy programs, diet treatment and/or medication plans established for each individual. Failure to do so may result in termination.

### **I. Driving for Agency Related Business**

All employees in driving positions throughout their employment with the Agency must have a valid driver's license. The employee must also be insurable under the Agency's motor vehicle insurance company. This means that the employee must maintain a good driving record. If an employee in a residential setting loses his/her driver's license or receives driving violations that cause them to be uninsurable under the Agency's motor vehicle insurance policy, he/she will be demoted to the position of Program Technician – Non-Driving with the related decrease in wages and may be transferred to another shift or facility. **The safe transportation of consumers is a primary requirement of all employees especially during emergency or evacuation procedures.** For non-residential employees who lose their driver's license or become non-insurable they will not be able to drive Agency vehicles. Other action may be required based on their job description requirements for driving. Checks will be run annually and as the Agency deems necessary on all Agency personnel to monitor their driving record.

All occupants in any vehicle shall be properly restrained as required by law. Employees will never exceed the posted speed limits while driving agency vehicles. It is expected that all employees obey all safety laws and regulations of any state in which they operate and that safety belts are used.

Employees are required to advise the employer immediately of any accidents, traffic tickets or other citations involving an automobile in which the employee is found to be responsible, at fault, or guilty. Failure to notify human resources of any of the above-mentioned violations may result in disciplinary action.

I.M.P.A.C.T. prohibits the following conduct while driving

1. Use of cell phones while driving a company vehicle.
2. Doing any other activities which would distract the driver (eating, texting).
3. Non-business use of I.M.P.A.C.T. vehicles.
4. Reckless or careless driving of any sort.
5. Operating a company vehicle while under the influence.
6. Using a company vehicle for an illegal purpose.

## **XVI. STAFF CONDUCT**

### **A. Medical Evaluations**

The Agency reserves the right at any time to require the employee to submit to a medical examination verifying that the employee is physically and emotionally capable of performing the employee's job responsibilities. The evaluation is conducted by a physician selected by the employer at the employer's expense. After a person starts work, a medical examination or inquiry of an employee may be made if it is job related and necessary for the business. The Agency also reserves the right at its sole discretion and expense to require an employee who is presently working, and is not on any leave of absence, to provide a physician's statement verifying that the employee is physically and emotionally capable of performing the employee's job responsibilities.

Adult foster care licensing rules require employees to be "suitable to meet the physical, emotional, intellectual, and social needs of each resident." The licensing rules require that "a person on duty in the home shall be in good health."

### **B. Substance Use/Abuse Practices and Testing Policy**

I.M.P.A.C.T. will maintain the highest level of integrity and safety within our Agency. One of the ways in which this will be done is to have a comprehensive program to maintain a drug-free work environment. This practice applies to all I.M.P.A.C.T. employees. I.M.P.A.C.T. prohibits the use, consumption or possession of controlled substances, marijuana, or alcoholic substances while on duty or on Agency premises including vehicles or at Agency sponsored events. No employee of I.M.P.A.C.T. is permitted to go on duty or remain on duty if he/she possesses or has the presence of controlled substances or alcohol in their system. This includes prescription drugs not prescribed by their physician to the employee. The prescription must have the employee's name on it. See Policy Manual Chapter 1, Section I Policy #050 for the Agency Medical Marijuana policy. Questions concerning this policy should be directed to the Human Resources Representative.

An initial pre-employment drug test is required by the Agency. Anyone who does not agree with a positive drug test may request a second drug testing. This drug testing will be done immediately at the employee's expense and at the convenience of the employer. A second drug test that yields a positive result will result in the termination or non-hiring of the individual.

An employee may be required to take an additional drug test if there are sufficient behaviors and actions on their part to suspect that they are under the influence of a controlled substance or alcohol. Refusal to take the required drug test will result in immediate termination from the Agency.

Employees will be required to take an additional random drug and alcohol test as required by the Agency to comply with the contract with Blue Water Area Transportation Commission. The procedure used is described in I.M.P.A.C.T. Policy Chapter 1, Section I, Section 005.

The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, marijuana or alcohol on agency premises or during work hours regardless of location or reason is prohibited. Reporting to work under the influence of any controlled substance, marijuana or alcohol regardless of location is prohibited. The arrival of any employee at any Agency location or sponsored event during non-work hours under the influence of controlled substance, marijuana or alcohol is prohibited. Any of the above activities may result in dismissal. An employee must notify the employer of any criminal drug statute convictions no later than five (5) days after such convictions.

### **C. Criminal Convictions and Criminal Charges**

It is the policy of I.M.P.A.C.T. to conduct a Michigan State Police criminal history record and an FBI fingerprint criminal record check on all applicable employees. The information needed to conduct the criminal records check will be obtained after a conditional job offer is made.

If the Agency substantiates that the employee provided dishonest or false answers on the job application or during all pre-hire interviews, under Michigan law the Agency will rescind the conditional job offer.

Should a criminal history report include information, which suggests an employee is inappropriate to work with vulnerable individuals; the employee is subject to refusal of work and/or termination.

Employees who are convicted of a felony, serious misdemeanor or any other serious crime, the nature of which implies that the employee is incapable of performing his or her job with good moral character, are subject to termination. An employee who is under investigation or is charged with a crime must inform I.M.P.A.C.T. of the charges and/or investigation. An employee who is under investigation or is charged with a crime may be placed on administrative leave without pay or re-assignment until the investigation or charge is resolved.

### **D. Firearms/Weapons**

The Agency strictly prohibits an employee from carrying a firearm or concealed weapon, even with a valid CCW permit, in the course of his or her on the job duties. This includes having the firearm/weapon in a vehicle on Agency property. See Policy # 1-H-240.

### **E. Personal Mail, Telephone Calls, Cell Phones & Pagers**

1. Personal mail should be sent to the employee's home address. Personal employee mail (mail not related to Agency business) is not to be sent to any Agency facility. Mail received at the administration office and/or group home may be opened. The employee will be notified of when and where they may retrieve the mail. The employee will be reminded at the time of pick up about the Agency policies on personal mail. If the mail is not retrieved within 48 hours of notification, the mail will be discarded.
2. All personal calls should be restricted to emergencies only. No telephone calls shall be charged to the Agency unless it is a consumer-related emergency. Collect calls for any other reason shall not be accepted. Employee's personal electronic devices, cell phones and pagers are not permitted in the residential facility for any purposes including; receiving or initiating personal phone calls or digital communications, including text messages and photographs. At the Administrative offices cell phones should be kept on vibrate. For CISD staff personal electronic devices may be permitted during work hours however at no time should the devices create a distraction that removes the focus from the care of the persons served.
3. I.M.P.A.C.T. provides cellular phones to Management staff for the purpose of conducting Agency business. The use of Agency owned phones to make or receive personal calls is discouraged, although it is understood that usage for personal reasons may be necessary in emergency situations. Employees must realize that personal calls made within the local calling region and under the usage limits provided by the calling plan do not result in additional charges; they do count toward the overall time limits established under the calling plan. Any overage, long distance, roaming or other charges realized by the employee for personal calls shall be the responsibility of the employee. The employee may not operate a personal business using an Agency phone. Phones damaged in the course of business should be brought to Administration. Lost phones should be immediately reported to the

employee's supervisor so that service can be cancelled. All costs incurred for replacement of lost or damaged phones will be the responsibility of the employee.

4. Agency fax machines should not be used except for Agency business. In rare cases, a personal fax may be sent/received. The employee must notify their supervisor for prior approval and there will be charge of \$0.10 per page to send or receive a fax.

#### **F. Smoking (Tobacco Products or E-Cigarettes)**

The Agency, in compliance with Medicaid guidelines, St Clair County Regulations and the guidelines established by the Surgeon General of the United States, will provide a smoke-free environment to all staff and consumers within each facility. Employees and consumers are not permitted to use any tobacco products or e-cigarettes in the facility or in any Agency vehicle at any time. The use of any tobacco products or e-cigarettes is only permitted in the outside designated area. Employees may only use tobacco products or e-cigarettes *during their scheduled break time*. Employees should not use tobacco products or e-cigarettes in their personal vehicle while transporting consumers or in any consumer's home. The Agency recognizes that smoking and secondary smoke is hazardous to individual health. The Agency will do everything within its power to comply with Medicaid guidelines and the Surgeon's General's recommendations.

#### **G. Anti-Harassment**

Harassment because of religion, race, color, national origin, sex, age, height, weight, handicap, disability, pregnancy, genetic information, marital status, or other protected status is unlawful discrimination and is prohibited by federal law and I.M.P.A.C.T.

**I.M.P.A.C.T. will not tolerate any form of harassment.**

For the purposes of this policy, "harassment" means unwelcome verbal communication or physical contact which unreasonably interferes with a person's work performance or which creates an intimidating, hostile or offensive work environment.

"Harassment" includes "sexual harassment," which means unwelcome sexual advances, unwelcome requests for sexual favors and other unwelcome verbal or physical conduct or communication of a sexual nature when:

- a) submission to such conduct or communication is made either explicitly or implicitly a term or condition of the individual's employment;
- b) submission to or rejection of such conduct or communication by an individual is used as a basis for employment decisions affecting such individual; or
- c) such conduct or communication has the purpose or effect of unreasonably interfering with an individual's employment or creating an intimidating, hostile or offensive work environment.

Examples of harassment may include one or more of the following:

- Physically touching an Employee in an offensive manner;
- Making suggestive or derogatory comments or gestures about a person's religion, race, color, national origin, age, sex, height, weight, handicap, pregnancy, genetic information, disability, marital status or other protected status;
- Displaying magazines, cartoons or jokes which are derogatory about a person's religion, race, color, national origin, age, sex, height, weight, handicap, pregnancy, genetic information, disability, marital status or other protected status;

- ❑ Telling jokes which are derogatory about a person's religion, race, color, national origin, age, sex, height, weight, pregnancy, genetic information, handicap, disability, marital status or other protected status. Examples of sexual harassment may include one or more of the following:
- ❑ Repeated and unwelcome requests for dates after work;
- ❑ Sending letters which make romantic suggestions;
- ❑ Sexual advances or propositions or threats;
- ❑ Continuing to express interest after being informed that the interest is unwelcome;
- ❑ Suggestive or insulting comments or sounds, including whistling;
- ❑ Commentary about an individual's body;
- ❑ Display of sexually suggestive objects, pictures or letters;
- ❑ Obscene gestures;
- ❑ Unwanted physical contact, including touching, pinching, brushing the body, impeding or blocking movement, unwanted sexual intercourse or other unwanted sexual acts, sexual assault or battery.

The above list is not meant to be all inclusive but is included to provide examples of prohibited action.

I.M.P.A.C.T. does not condone, either explicitly or implicitly, and will not tolerate, harassment of any kind by anyone in the organization or others including clients, vendors, independent contractors, applicants for employment or visitors to the workplace.

### **COMPLAINT PROCEDURE**

I.M.P.A.C.T. is responsible for fostering a workplace free from harassment, for discouraging employment related harassment and for implementing and enforcing this policy.

This responsibility is continuing, whether or not complaints of harassment have been brought to the attention of I.M.P.A.C.T.

Any person who feels that he or she has been subjected to harassment, who is aware of conduct prohibited under this policy, or who feels that he or she has been retaliated against for having brought a complaint of or having opposed harassment and/or for having participated in the complaint process is encouraged to bring the matter to the attention of Human Resources.

I.M.P.A.C.T. will promptly investigate all allegations of harassment. To protect the interests of the complainant, the person complained against, witnesses, or any other person who may report an incident of harassment and all other persons affected confidentiality will be maintained to the extent practicable and appropriate under the circumstances.

I.M.P.A.C.T. will conduct a prompt, thorough and impartial investigation using the following procedures:

1. Interviewing the complainant, both at the time the complaint is initially presented and at the time the complaint is reduced to writing;



2. Interviewing all witnesses and alleged harasser identified by the complainant and reducing their statements to writing, either by requesting that the witnesses do so or by reducing their statements to writing to be signed or otherwise acknowledged by the witnesses;
3. Reviewing any documentation or other evidence submitted by the complainant;
4. Interviewing all witnesses identified by the alleged harasser and reducing their statements to writing, either by requesting that the witnesses do so or by reducing their statements to writing to be signed or otherwise acknowledged by the witnesses;
5. Interviewing other potential witnesses who may have observed the conduct alleged or who may possess knowledge regarding the allegation under investigation and reducing their statements to writing, either by requesting that the witnesses do so or by reducing their statements to writing to be signed or otherwise acknowledged by the witnesses;
6. Reviewing any documentation or other evidence submitted by the alleged harasser;
7. Informing all witnesses including the complainant and the alleged harasser of the confidentiality of the investigation;
8. Completing a written determination of the validity of the complaint.

## **RESOLVING THE COMPLAINT**

### **IF VIOLATION FOUND**

If, as a result of an investigation, it is determined that a violation of this policy has occurred, I.M.P.A.C.T. will take prompt and appropriate remedial action to eliminate the policy violation and ensure that it does not reoccur.

Such remedial action may include:

1. Advise the complainant and the alleged harasser that I.M.P.A.C.T. is committed to the enforcement of this policy and will not tolerate harassment or retaliation of any sort;
2. Disciplinary action of the harasser up to and including termination;
3. Removal of the effects of the policy violation in the workplace, such as the removal of offensive graffiti or posters or similar objects of harassment, the elimination of unwanted physical contact or verbal communication;
4. Other appropriate measures to assure that this policy, and I.M.P.A.C.T.'s commitment to enforcing this policy, are reiterated in the workplace, such as republication of the policy and in-house training relating to this policy.

### **IF NO VIOLATION FOUND**

If as a result of the investigation, it is determined that no violation of this policy has occurred, I.M.P.A.C.T. will:

5. Inform the complainant and the alleged harasser of the results of the investigation and the reasons for its finding of no policy violation;
6. Other appropriate measures to assure that any individual adversely affected by the filing of a complaint, participation in any complaint proceeding or opposition to harassment is restored to the position held prior to the policy violation;

7. Notwithstanding the determination that no policy violation has occurred, advise all individuals that there will be no retaliation for making a complaint of harassment, opposing harassment or participating in an investigation under this policy;
8. Advise the complainant to provide additional information relating to any policy violations in the future;
9. Take appropriate measures to assure that this policy, and I.M.P.A.C.T.'s commitment to enforcing this policy, are reiterated in the workplace, such as republication of the policy and in-house training relating to this policy.

#### **IF NO DETERMINATION POSSIBLE**

If, as a result of the investigation, it is determined that there is insufficient information from which to make a determination whether a policy violation has occurred, I.M.P.A.C.T. will:

1. Inform the complainant and the alleged harasser of its finding that no determination can be made;
2. Advise the complainant and the alleged harasser that I.M.P.A.C.T. is committed to the enforcement of this policy and will not tolerate harassment of any sort;
3. Notwithstanding the determination that there is insufficient information from which to determine that a policy violation has occurred, advise all individuals that there will be no retaliation for making a complaint of harassment, opposing harassment or participating in an investigation under this policy;
4. Advise the complainant to provide additional information relating to any policy violations in the future;
5. Take appropriate measures to assure that this policy, and I.M.P.A.C.T.'s commitment to enforcing this policy, are reiterated in the workplace, such as republication of the policy and internal training relating to this policy.

#### **H. Honesty and Integrity**

To the employer organization, integrity means:

- 1) At all times, adhering to the high philosophical standards of the employer. Nothing less than professional and ethical behavior will be accepted in our relationships with residents, fellow employees, and others, or in our standard of conduct in the workplace and personal conduct outside the workplace related to the organization.
- 2) Maintaining the integrity of our services.
- 3) Continuity of management commitment to preserve the truest level of integrity and good standing.

With this commitment to professional integrity, the employer will continue to build an organization dedicated to uncompromising ethical principles, genuine concern for other's welfare, and above all, placing honesty above all other virtues.

Any deviation from these ethical principles must be brought to the attention of the employer so that appropriate action can be taken.

Employees are not to engage in theft, sabotage or unauthorized taking, use, or possession of any property belonging to the consumers, employer or other employees. Any such theft may result in immediate termination and criminal prosecution. Property, equipment, records or supplies of the employer are not to be removed from the employer's premises by any employee without express permission from the employer.

In case employees observe another employee engaging in any of the above circumstances, it becomes a duty to report to the employer through their supervisor of this fact.

## **I. Confidentiality of Employer Information**

Employees have access to a wide range of confidential information. "Confidential information" is information which is not generally known and which the employee obtained solely as a result of his or her employment. It includes, but is not limited to, written records and lists as well as knowledge of individuals served, the employer's suppliers, methods of operation, policies, trade secrets, pricing, financial condition, including information related to profits, sales, net income and debt.

During employment, employees should only share or discuss confidential information with other employees on a need to know basis. It is not information which should be gossiped about or discussed with any other employees who do not have a need to be aware of that information. Employees should never discuss confidential information with anyone outside of the employer. Furthermore, employees should not directly or indirectly copy or remove from the employer's premises any information unless the employee has a business reason for doing so and has received his or her supervisor's permission before doing so. When employment ends, employees must return to the employer all originals and all copies of any information.

As a condition of employment employees must sign a confidentiality agreement. That agreement is a legally binding document in which employees acknowledge their obligation to maintain and protect the information of the employer.

If at any time employees have any questions concerning what is or is not confidential and what their duties are with regard to information, they should not hesitate to discuss those questions with their immediate supervisor.

**Employees must comply with all securities regulations and other laws. Employees must comply with all HIPAA regulations and employer confidentiality procedures.**

## **J. Falsifying Documentation**

Falsification of any record, document, written statement or Agency form including, but not limited to, employment application, time sheets, any log of activity, vouchers or records of the recipients by any employee is in violation of this manual and may result in immediate termination.

## **K. Sleeping on Duty**

Sleeping on duty is only permitted on a **designated sleeping midnight shift**. Sleeping while on duty for all other shifts will not be tolerated and will result in immediate termination.

## **L. Insubordination**

Employees are expected to follow all orders and directions of their supervisors as long as the directives are within the Agency policy guidelines and State and Federal Law. Any failure to do so will be viewed as insubordination. Insubordination (physical or threat), failure to abide by the instructions of supervisory personnel, may result in dismissal.

## **M. Guidelines for Appropriate Staff Conduct**

As an integral member of the employer's team, you are expected to accept certain responsibilities adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. You are encouraged to observe the highest standards of professionalism at all times.

Types of behavior and conduct that the employer considers inappropriate include, but are not limited to, the following:

- 1) Falsifying employment or other employer records.
- 2) Violating the employer's nondiscrimination and/or sexual harassment policy.
- 3) Soliciting or accepting gratuities from residents or their family members.
- 4) Excessive absenteeism or tardiness.
- 5) Excessive, unnecessary, or unauthorized use of employer supplies or telephone lines, particularly for personal purposes.
- 6) Reporting to work intoxicated or under the influence of non-prescribed drugs; the illegal manufacture, possession, use, sale, distribution or transportation of drugs.
- 7) Bringing or using alcoholic beverages on the employer's property or using alcoholic beverages while engaged in employer business off the employer's premises, except where authorized.
- 8) Fighting or using obscene, abusive, or threatening language or gestures.
- 9) Theft or deliberate or careless damage of property of the employer or property of an employee or resident.
- 10) Possession of firearms or other dangerous weapons on the employer premises or while on employer business.
- 11) Disregarding safety or security regulations.
- 12) Insubordination, disrespect or refusal to follow employer policies or instructions.
- 13) Failing to maintain the confidentiality of employer or resident information.
- 14) Unauthorized use of property, telephones or technology for personal use.
- 15) Engaging in any conduct that would or could damage the employer's reputation.

Should your performance, work habits, overall attitude, conduct or demeanor become unsatisfactory in the judgment of the employer, based on violations either of the above or of any other of the employer's policies, rules or regulations, you may be subject to termination. The above policy does not alter the employer's right to terminate the "at will" employment relationship at any time with or without notice, cause or reason.

## **N. Workplace Violence**

Violence or threats of violence in the workplace will not be tolerated. Workplace violence is defined as an act that is intended to cause physical or emotional harm. Examples of workplace

violence may include but not be limited to: pushing, choking, fighting, threats, stalking, racial slurs, threatening gestures or intimidating acts of violence against any employee, employee's personal property or I.M.P.A.C.T. property is forbidden.

If an employee feels he or she is a victim or potential victim of violence in the work environment, it is recommended that the employee notify his or her supervisor or the Program Director. Notifying the supervisor of the complaint will result in an immediate investigation of the complaint and whatever action is deemed appropriate.

All complaints will be treated on a confidential basis to the extent possible. No disciplinary or retaliatory action will be taken against any employee filing a complaint in good faith.

The employer endeavors to provide a safe work environment for its employees. For the complete Agency policy on prevention of workplace violence please refer to the I.M.P.A.C.T. Policy and Procedure Manual Chapter 1, Section H, Policy 235.

## **WORKPLACE VIOLENCE OR THREATS OF VIOLENCE MAY RESULT IN DISMISSAL**

### **O. Acceptance of Gifts, Donations and Loans**

Employees are strictly prohibited from accepting gifts of any kind from consumers/clients for whom the Employer provides care, family members, friends of residents, or from individuals or organizations with which there is a direct business relationship. It must be made clear that compensation (of any type) for services rendered to the resident/client is limited strictly to the financial agreement established in the Resident Care Agreement. Similarly, it must be made clear that the Employer's business decisions are made entirely on the basis of merit, as accurately as can be determined. If Employees receive a gift or are asked to accept a gift, they must report it immediately.

The above holds true for the Agency also. The Agency must not accept gifts or donation from staff members. This includes staff members who bring in items for use in any facility. The Agency must provide the tools or resources necessary to perform job duties as described in the Agency job descriptions (i.e. gloves, cleaning products). Should a staff member wish to donate or gift an item for the benefit of the consumers or Agency the staff must contact Administration for clearance and approval. If a staff member wishes to enhance their office work area (i.e. extra computer screen, lamp) they must get prior permission from Administration. Approval may be withdrawn at any time.

Employees are not permitted to borrow money from consumers/clients, family members of consumer's/clients or friends of consumer's/clients under any circumstances.

Employees are not to co-mingle, borrow or pledge funds of resident/clients. Michigan law makes it a misdemeanor, with the possibility of a two-year imprisonment, a \$25,000 fine or both if convicted.

### **P. Dress Code**

Employees are expected to maintain standards of neatness, cleanliness and personal hygiene. All employees should arrive for work in modest, neat, clean clothing. All employees should be constantly aware that they act as role models for the consumers and are representatives of the Agency to the community. If required, employee uniforms, name tags and identification badges must be worn. Many of the restrictions have been put into place for the safety of the staff and consumers, as aggressive physical behaviors may result in grabbing. The Supervisor will have final decision as to the appropriateness of attire based on the program specific conditions.

## Professional Staff

Professional staff are expected to wear appropriate business casual attire during business hours, including onsite and offsite business meetings and related events. Accordingly, conservative dresses, skirted outfits, shirts, pantsuits, solid color leggings if worn with a mid-thigh length shirt and business suits are appropriate for women. Pants or Capris for women are allowed; however, "casual" slacks such as spandex, stirrups, blue jean or denim attire\*, shorts, "cold shoulder" and/or "cut-out" blouses/tops are prohibited during office hours.

For professional male staff, business suits or dress slacks and jacket are appropriate for men. Blue jean or denim attire\*, shorts are prohibited during office hours.

\* Except for Fridays.

Footwear should be professional in nature. Sandals are acceptable; however, rubber or plastic flip-flops are prohibited.

## Direct Care Staff

Direct care support personnel are prohibited from wearing stained, torn or damaged clothing, open toed shoes, sweatpants, shorts\*\*, sleeveless shirts, "cold shoulder" and/or "cut-out" blouses/tops and other clothing items inappropriate for the assisted living setting.

Staff are encouraged to consider the dress code as workday casual. Conservative pants, shirts, blouses, sweaters, solid color leggings if worn with a mid-thigh length shirt and similar attire are appropriate for women. Men are expected to wear casual pants. Tennis shoes are permitted provided that they are not visibly dirty or excessively worn.

The following items are illustrative of the clothing and jewelry that are **NOT** acceptable for all employees as every day wear while working:

- Sweatpants or lounge pants except if it is a sleeping midnight shift
- Tank tops, crop tops, plunging neckline shirts
- Spandex pants, slacks such as stirrups
- Any clothing that is ripped, torn, soiled or has holes
- Any clothing that has a saying, slogan or advertisement that refers to sex, drugs, tobacco, weapons or alcohol are prohibited. Sports logos are permitted.
- Body piercings must be small studs that are not able to be grabbed by a consumer during a physical aggression, lifting and transferring, **NO HOOPS, GAUGES OR DANGLES** (residential).
- Open-toed and open backed shoes (residential).
- Shoes/boots that have heels of an inch or more (residential).
- Cosmetics, colognes and fragrances must be kept to a minimum so as to prevent discomfort and/or allergic reactions from consumer's/clients and co-workers. There may be a time when staff will be asked not to wear colognes or fragrances if it is found another staff or consumer is allergic.
- Shorts during warm weather (May 1 – October 31) must be at least knee length. (residential)
- Jewelry must be conservative in nature and should not compromise health, sanitation and safety.

If you are assigned to do a painting or cleaning task at the residential facility that would cause your clothes to get soiled, you are allowed to bring in clothing that you do not mind getting dirty such as sweat pants or jeans with holes. These clothes should be brought to work not worn into work.

Finger nails should be kept at an active (1/4-1/2") length for health and sanitation reasons.

River Bend #1 and kitchen dress code will be discussed during orientation.

Requests for modification to the dress code are available for persons observing seriously held religious beliefs.

#### **Q. Residential Facility Visitors**

No visitors other than properly identified family, guardians or friends of residents or government officials are allowed in an I.M.P.A.C.T. facility without permission from the Home Supervisor. *Staff are not allowed visitors within the facility or on Agency property at any time, including during break periods.* Authorized visitors are permitted only during normal waking hours unless otherwise approved by the Home Supervisor. Visitors other than family, guardians or friends of residents or government officials must have prior authorization to visit. Staff shall maintain a log of visitors. This applies to former Employees as well as strangers. It is the responsibility of each Employee to refer unauthorized visitors to the Home Supervisor.

#### **Refer all unauthorized visitors to the Home Supervisor or Administration**

Employees are prohibited from visiting the home during off-duty hours unless the Home Supervisor approves a bona fide reason for the visit in advance. Approved employees visits will at no time ever be considered hours worked. Such visits must be brief and no services may be performed.

#### **CISD Visitors**

Staff is not allowed visitors while providing services to consumers at any time. This includes but is not limited to bringing family members into a HOYO, taking children along, taking consumers to their own home or the home of a family member or friend. This applies to current and former employees as well.

#### **R. Social Media**

Social media includes, but is not limited to, all means of communicating or posting information or content of any sort on the Internet, including the following forums: blogs, podcasts, discussion boards, on-line collaborative information and publishing systems that are accessible to internal and external audiences (i.e., wikis), RSS feeds, video sharing, personal websites, and social networks like Facebook and Twitter.

The employer respects the legal rights of our employees, and this policy is not intended to nor will it be applied to limit those rights. Activities inside or outside of work that affect the employer's interests in confidential or proprietary information, our partners and competitors, or the privacy, comfort and safety of our customers and employees is the proper focus for this policy. What an employee writes online can be read by anyone, and to the extent that an employee's personal behavior negatively I.M.P.A.C.T.s the employer's interests, the employer has the right to take disciplinary action against the employee up to and including termination.

#### **Unacceptable Use**

The goal of this section is to outline unacceptable uses and behaviors by employees. Employees are expected to practice good judgment in their social media use and are responsible for all of the content they publish on social media forums.

Work Interference. Any personal social media use that unreasonably interferes with an employee's job or work commitments is strictly prohibited.

Egregious Behavior. Any social media use that violates the employer's discrimination or harassment policies is strictly prohibited. This includes comments and images that are vulgar,

obscene, defaming, threatening, intimidating, or harassing, or comments or images that in any way target someone on the basis of age, race, religion, sex, ethnicity, nationality, disability, pregnancy or other protected classes, status, or characteristic. Show proper consideration for others' privacy and for topics that may be considered objectionable or inflammatory such as politics and religion.

Inappropriate Websites. Access to lewd, obscene, or otherwise inappropriate sites on the Internet is strictly prohibited.

Solicitation. Harassing or unreasonably pressuring other employees to connect with you via social media is strictly prohibited.

Confidential Information. Do not use social media to disclose confidential, proprietary, or embargoed information about the employer or its individuals served. This information includes trade secrets, internal business-related confidential communications, pending reorganizations, and customer news. It does not include information about terms and conditions of your employment.

Employees must comply with all securities regulations and other laws. Employees must comply with all HIPAA regulations and employer confidentiality procedures.

Intellectual Property. Employees must respect all copyright and other intellectual property laws. The commercial use of any of employer's protected intellectual property, including trademarks, logos, and **photographs, on social media forums without permission is strictly prohibited.**

Representations. Representing any opinion or statement as the policy or view of the employer, or of any individual in their capacity as an employee, or otherwise on behalf of the employer is strictly prohibited. Employees are responsible for ensuring that statements are not construed as a representation made on or on behalf of the employer. If an employee's use of social media may be reasonably construed as a representation made on behalf of the employer, the employee must expressly state: "These statements are my own and do not represent I.M.P.A.C.T.'s positions, strategies or opinions."

## **S. Media Contact**

The goal of this section is to ensure a consistent, controlled organizational message from the employer.

Designated Spokespersons. The employer shall respond to the media in a timely and professional manner through its designated spokespersons. Only those officially designated by the employer have the authorization to speak on behalf of the organization.

Employee Media Contact. Employees must not speak to the media on the employer's behalf. Employees must respond to all media questions only by replying that you are not authorized to comment for the employer or that you do not have the information being sought. Employees should then take the name and contact information of the media organization and inform their supervisor.

Media Access. Employees are strictly prohibited from granting the media access to the employer's property and facilities without prior approval from the Executive Director.

## **T. Reporting Policy Violations**

Duty to Report. All employees have a responsibility to immediately report to their supervisors any violation of this social media policy.



No Retaliation. The employer prohibits taking negative action against any employee for reporting a possible violation of the social media policy or for cooperating in an investigation. Any employee who retaliates against another for reporting a violation or for cooperating in an investigation will be subject to disciplinary action.

## **U. Computer and Electronic Communications**

The employer has established the following policy that governs the use of computer and telephone systems at the workplace, including computer operating systems, software, equipment, accessories, computer files (removable electronic media, hard drive and network), telephone operating systems, telephone equipment, cellular phones, e-mail and other electronic communications.

### **Property Rights**

The employer computer operating systems, software, equipment, accessories, computer files (removable electronic media, hard drive and network), telephone operating systems, telephone equipment, e-mail and other electronic communication devices are the sole and exclusive property of the employer. In addition to the system hardware and software, all electronic files and electronic messages, including e-mail and voice mail messages, are the property of the employer, whether composed, received or sent by the employee.

### **Business Use**

All employer computer operating systems, software, equipment, accessories, computer files (both removable electronic media and hard drive), telephone operating systems, telephone equipment, e-mail and other electronic communications are to be used exclusively for business purposes, meaning that the use of such equipment and systems must be job-related. Employees are prohibited from using employer computer operating systems, software, equipment, accessories, computer files (both removable electronic media and hard drive), telephone operating systems, telephone equipment, e-mail and other electronic communications for any non-business use except for emergency use. Under no circumstances should software or other copyrighted materials be copied without proper authorization.

### **Personal Cell Phones and Electronic Devices**

Residential Program Technicians/Support Staff are not allowed to bring cell phones into residential facilities. Phone calls and texting should be kept to a scheduled break time during work hours in residential facilities. For CISD staff - employees shall not use a consumer's personal phone unless it is an emergency or a consumer related call. At the Administrative offices cell phones shall be turned off or set to silent or vibrate mode during meetings, conferences and in other locations where incoming calls may disrupt normal workflow. If use of a personal cell phone causes disruptions or loss in productivity, the employee may be subject to disciplinary action up to and including termination of employment depending on the degree of violation of this policy.

### **Use of E-mail, Voice Mail and Internet**

The employer's policy on e-mail, voice mail and Internet usage in the work environment is as follows:

- 1) The communication of trade secrets and/or proprietary confidential information via voice mail or e-mail is prohibited. Employees are reminded that they must treat this information at all times in a secure manner and must not deviate from that obligation by communicating it via e-mail or voice mail.

- 2) Employees should have no expectation of privacy in e-mail or voice mail communications, whether to supervisors, co-workers, or others. Even if e-mail is deleted from the employee's screens, it is not deleted from the system, and even if employees have private code words for e-mail access, their e-mail is not private, since their messages still can be accessed.
- 3) E-mail messages are the equivalent of business memorandums and should therefore be used cautiously with words and messages prudently selected. An employee should not commit to e-mail what he or she would not readily commit to a business memo. The policy also includes e-mail retention and deletion policies that include archiving e-mails or purging them at stated intervals.
- 4) Employees are reminded that e-mail or voice mail may not be used to defame individuals or to convey messages or images that would violate the employer's policy that strictly prohibits discrimination and harassment of any kind, including sexual harassment.
- 5) The solicitation of employees or distribution of information not related to the employer's business is prohibited.
- 6) Employees are reminded that misuse of e-mail or voice mail may result in disciplinary action, including discharge from employment.
- 7) All e-mail and voice mail are the employer's property, and the employer reserves the right to access and/or monitor such communications at its sole discretion. This includes personal e-mail accounts accessed via employer owned property.
- 8) E-mail and voice mail may not be used for personal purposes or gain but is to be employed strictly as a business information tool.
- 9) The employer reserves the right to determine, at the employer's sole discretion, what constitutes permissible use of e-mail in the event of a dispute.

#### Internet Usage

Access to the Internet through the employer is a privilege and carries responsibilities reflecting responsible and ethical use. However, the employee is reminded no personal use of the Internet is allowed. In addition, no usage of social media is allowed during work hours.

At any time and without prior notice the employer may examine e-mail, personal file directories, Internet history and other information stored on employer owned computers. This examination helps to ensure compliance with internal policies, supports the performance of internal investigations and assists the management of information systems.

Some examples of inappropriate behavior include:

- Illegally downloading electronic files, including those that may be copyrighted;
- Downloading, transmission and/or possession of pornographic, profane or sexually explicit materials;
- Sending threatening messages/files;
- Sending racial, ethnic, religious, sexually harassing or offensive messages/files;
- Sending chain letters through e-mail;
- Attempting to access any computer system without proper authorization;
- Sending or posting proprietary or employer confidential information;
- Using employer time or resources for personal gain.

Internet activity will be monitored by the employer and privileges may be limited, changed or revoked at any time. Inappropriate use of the Internet is grounds for termination.

### **Employer Provided Electronic Devices**

Employer provided devices should be used for business purposes only. The electronic devices, all rights to licensed software and any data entered on the electronic devices by the employee is the property of the employer.

All data entered on any electronic devices relates to the employer or individuals served by the employer, belong to the employer. Employees agree to treat such data as confidential and not transfer or disclose confidential information without the prior approval of the employer.

The electronic devices may be loaded with software that has been provided to the employer by software developers under various licensing agreements. Each software licensing agreement prohibits the unauthorized transfer, duplication or copying of the software. The use of the software is restricted to the specific electronic device that is assigned to the employee. Employee agrees to use the software in accordance with the licensing agreement and will not copy any software for use on any other electronic device.

If, in the future, additional software programs are to be installed on any of employee's electronic devices, the installation of additional software shall be done only by or under the supervision of employer management designated for this purpose.

Employee will be expected to treat his/her assigned electronic devices with the same standard of care as if the employee owned the electronic devices. Damage, loss or theft of the electronic devices will be handled on a case-by-case basis. Employee may be held responsible for repair or replacement of the electronic devices, which have been damaged, lost or stolen, if in the reasonable judgment of the employer the employee has been grossly negligent in caring for the electronic devices or has intentionally caused damage.

Employee must return any assigned electronic devices when requested by the employer and in all events must return all electronic devices immediately upon termination of employment with the employer.

The electronic devices are being assigned to the employee for employment purposes only. Because the electronic devices will have confidential information stored on them, the electronic devices shall be used only by the employee or by other employees of the employer.

### **Connecting to Employer Electronic Resources**

When using any personal PC, laptop or other device to connect to the employer's electronic resources, all employees must verify the following two security requirements. This is required when using your personal equipment on the employer's premises or any other location.

- 1) Employees must verify that virus software is installed on the device and all updates are current; and
- 2) Employees must verify that the operating system, security patches and updates, as released by the manufacturer, are also current.

### **Using or Accessing Employer Confidential Information Outside the Office**

As is true of most companies today, the data stored on our employer's computers is among our most valuable assets. If that data is lost or stolen, it can have an adverse effect on all of us. Employer confidential information must not be accessed from a public computer, private computer or other electronic device that is not owned by the employer or the employee (i.e.

library computer). The employee must follow all employer security requirements, which includes keeping the computer or other electronic device utilized to access confidential information up to date with current anti-virus software and patches and following employer protocols for secure remote access to employer information systems.

The employee must not allow the computer or other electronic device to be used in ways that would compromise the security and confidentiality of the computer, device, the information stored on the device, or the employer information systems.

While working in remote or off-site locations, confidential information should not be printed or photocopied unless absolutely necessary. Confidential information taken from the employer to an offsite location must be returned to the employer on the employee's next scheduled work day. Employer owned media containing confidential information that is no longer needed must be returned to the employer and "scrubbed" or disposed of appropriately. This includes but is not limited to, printed information, faxes, hard drives, diskettes, CDs and thumb drives. Media owned by the employee and used to access confidential information must be "scrubbed" and otherwise disposed of according to standards established by the employer.

Non-employees, except as otherwise authorized by the employer, must not be permitted access to employer computers or confidential information in any circumstance. Employees must never leave open laptops, keyboards, mice or other input devices where non-employees could access it without the knowledge of employees.

### **Notice of Violations**

Employees who observe violations of these policies shall notify their supervisor or the Human Resources Department.

### **Policy Changes**

The employer reserves the right to modify or change the policies set forth above to comply with applicable law, to meet changing circumstances or for any other reason.

## **XVII. MISCELLANEOUS**

### **A. Changes in Employee's Personal Information**

The employee will be responsible for informing Human Resources of changes in address, phone number, emergency contact, and life insurance beneficiaries. Other changes including his/her name, number of dependents, Federal, State and Local income tax exemptions, or family status (births, deaths, marriage, divorce, etc.) must be done in writing to the Human Resources Department within 7 days of the change. Insurance change forms must be filled out immediately when changes occur. New dependents must be added within 30 days of the event, or you will be forced to wait until the next open enrollment period. Proof of the change (i.e. birth certificate, marriage license, adoption papers) must be provided to Human Resources.

### **B. Volunteers (Residential)**

Any volunteer working with I.M.P.A.C.T must complete a volunteer application/agreement form. The Agency requires an FBI fingerprint criminal history record check.

The volunteer must certify in writing that he or she is free from communicable disease and the volunteer's physical and mental health will not negatively affect either the health of the consumer or the quality of the consumer's care before volunteering in the home.

The Agency will require a volunteer to take a tuberculin skin test prior to volunteering. Such a test will be paid for by the Agency at a physician/clinic of the Agency's choice. It is understood that a positive skin test may prohibit a person from being a volunteer. The Agency may also require a volunteer to take a drug screening test. This would be at the Agency's expense and at a physician/clinic of the Agency's choice. A volunteer must also be capable of performing tasks, which require repeated bending, stooping, lifting, kneeling and twisting.

A volunteer under the direction of I.M.P.A.C.T. will be required to follow the policies and procedures of the Agency.

The volunteer's name, address, and telephone number must be submitted to the home.

A volunteer will not be considered in determining staffing requirements.

### **C. Search & Inspection**

Desks, file cabinets and offices are the property of the employer and must be maintained according to employer rules and policies. Employer property provided to employees must be maintained and used only for proper work-related purposes and used in an appropriate manner. The employer reserves the right to inspect all employer property to ensure compliance with its rules and regulations. The employer further reserves the right to inspect all property or items stored on employer property.

While the employer will attempt to advise the employee at the time of a search or inspection, the employer reserves the right to make any investigation or search without notice to the employee and in the employee's absence. The employer will take those actions necessary for its legitimate business needs while also trying to be reasonable and consistent.

Prior authorization must be obtained before any employer property may be removed from the employer premises.

The employer reserves the right to inspect all containers and packages entering or leaving the premises at all locations on the employer's premises.

No personal belongings, packages, electronic devices shall be brought into an I.M.P.A.C.T residential facility by an employee during work hours.

### **D. Health & Safety**

The employer makes every effort to maintain safety, and safety is the responsibility of every employee. **Should an employee be injured or otherwise hurt on the job, it must be reported IMMEDIATELY to his/her supervisor.** (See Worker's Compensation page 35.) The program supervisor will then make certain that all necessary steps are taken. Program supervisors must provide information to Human Resources about all such injuries as soon as possible, but no later than one business day after the occurrence.

All employees are expected to practice excellent hygiene when working. Become aware of the safety procedures necessary to avoid either contracting or spreading disease. If an employee has special medical risks or problems, he/she must educate him/herself to deal with the special risks. The primary responsibility of the Agency is the care and protection of the consumers. The employer makes every effort to provide adequate training and information for the employees, and the employer urges that employees make every effort to practice safe procedures and good hygiene.

If an employee is aware of any medical or health problems which may affect his/her ability to properly perform his/her job functions or may result in harm or risk to the consumers, it is incumbent that the matter be discussed with Human Resources.

#### **E. Keys**

Employees shall **not** duplicate any Agency keys, vehicle or any other keys, entrusted to them. All keys so entrusted must be returned upon termination of employment. Lost Keys must be reported to the supervisor immediately.

#### **F. Media Releases**

The goal of this section is to ensure a consistent, controlled organizational message from the employer.

Designated Spokespersons. The employer shall respond to the media in a timely and professional manner through its designated spokespersons. Only those officially designated by the employer have the authorization to speak on behalf of the organization.

Employee Media Contact. Employees must not speak to the media on the employer's behalf. Employees must respond to all media questions only by replying that you are not authorized to comment for the employer or that you do not have the information being sought. Employees should then take the name and contact information of the media organization and inform their supervisor.

Media Access. Employees are strictly prohibited from granting the media access to the employer's property and facilities without prior approval from their supervisor.

#### **G. Personal Belongings of Residential Staff**

The employer is not responsible for any personal belongings brought into the facility. For Residential staff - personal belongs such as purses or bags must remain in the employee's vehicle during work hours and should not be brought into the facility.

#### **H. Solicitation**

In the interest of efficiency and for the protection of our consumers, the employer has adopted the following policy concerning solicitation and distribution of materials by employees and non-employees. There shall be no solicitation or distribution of materials or conducting of personal business of any kind on any agency premise by any employee or non-employee during the working time of the employee or the working time of the person(s) being solicited. Staff shall not seek to encourage the acceptance of any particular belief or philosophy of any individual to whom we provide services. Employees should notify his/her supervisor immediately of any unauthorized persons on the premises.

#### **I. Other Employment**

Any other employment must not interfere with the employee's ability to perform the work expected by the employer.

With regard to personal entrepreneurial activity (such as Amway, Avon, Tupperware, etc.) unrelated to the employer's business, employees are prohibited from conducting personal business on employer time. Employees may not use employer computers, telephones, mailing systems, or any other employer technology in connection with personal entrepreneurial activity. Employees may not request and/or accept delivery of any mail or package at the employer's premises in connection with personal entrepreneurial activity.

## **J. Social Security Number Privacy Policy**

Pursuant to the Michigan Social Security Number Privacy Act, Public Act 454 of 2004, the employer's goal is to maintain, to the greatest extent possible, the confidentiality of the Social Security Numbers of employees and consumers. It is the strict policy of I.M.P.A.C.T. that Social Security Numbers will not be released to anyone outside the employer, except as required by law or otherwise permitted under the Social Security Number Privacy Act. Additionally, management controls are in place to assure that employee and consumer Social Security Numbers will be made available internally on a "need-to-know basis."

I.M.P.A.C.T. shall not intentionally do any of the following with the Social Security Number of an employee or a consumer except as required by law or otherwise permitted under the Social Security Number Privacy Act:

- 1) Publicly display all or more than 4 sequential digits of the Social Security Number.
- 2) Use all or more than 4 sequential digits of the Social Security Number as the primary account number for an individual except as permitted under the Social Security Number Privacy Act.
- 3) Visibly print all or more than 4 sequential digits of the Social Security Number on any identification badge or card, membership card, or permit or license.
- 4) Require an individual to use or transmit all or more than 4 sequential digits of his or her Social Security Number over the internet or a computer system or network unless the connection is secure, or the transmission is encrypted.
- 5) Require an individual to use or transmit all or more than 4 sequential digits of his or her Social Security Number to gain access to an internet website or a computer system or network unless the connection is secure, the transmission is encrypted, or a password or other unique personal identification number or other authentication device is also required to gain access to the internet website or computer system or network.
- 6) Include all or more than 4 sequential digits of the Social Security Number in or on any document or information mailed or otherwise sent to an individual if it is visible on or, without manipulation, from outside of the envelope or packaging.
- 7) Include all or more than 4 sequential digits of the Social Security Number in any document or information mailed to a person, unless any of the following apply:
  - a) State or federal law, rule, regulation, or court order or rule authorizes, permits, or requires that a Social Security Number appear in the document.
  - b) The document is sent as part of an application or enrollment process initiated by the individual.
  - c) The document is sent to establish, confirm the status of, service, amend, or terminate an account, contract, policy, or employee or health insurance benefit or to confirm the accuracy of a Social Security Number of an individual who has an account, contract, policy, or employee or health insurance benefit.
  - d) The document or information is mailed by or at the request of an individual whose Social Security Number appears in the document or information or his or her parent or legal guardian.
  - e) The document or information is mailed in a manner or for a purpose consistent with subtitle A of title V of the Gramm-Leach-Bliley Act, 15 USC 6801 to 6809; with the Health Insurance

Portability and Accountability Act of 1996, Public Law 104-191; or with Section 537 or 539 of the Insurance Code of 1956, 1956 PA 218, MCL 500.537 and 500.539.

The employer may use all or more than 4 sequential digits of the Social Security Number if the use is an administrative use of all or more than 4 sequential digits of the Social Security Number in the ordinary course of business to do any of the following:

- a) Verify an individual's identity, identify an individual, or do another similar administrative purpose related to an account, transaction, product, service, or employment or proposed account, transaction, product, service, or employment.
- b) Investigate an individual's claim, credit, criminal, or driving history.
- c) Detect, prevent, or deter identity theft or another crime.
- d) Lawfully pursue or enforce a person's legal rights, including, but not limited to, an audit, collection, investigation, or transfer of a tax, employee benefit, debt, claim, receivable, or account or an interest in a receivable or account.
- e) Lawfully investigate, collect, or enforce a child or spousal support obligation or tax liability.
- f) Provide or administer employee or health insurance or membership benefits, claims, or retirement programs or to administer the ownership of shares of stock or other investments.

Those documents that include Social Security Numbers that are discarded are to be shredded.

Any violation of this policy will result in discipline up to and including termination of employment.

#### **XVIII. TITLES AND HEADINGS**

Titles and headings to articles, sections, or paragraphs are inserted for convenience of reference only and are not intended to affect the interpretation or construction of this manual.

**If you have further questions regarding anything in this manual, contract your Supervisor immediately. If your Supervisor is not available you may contact Human Resources at 810-985-5437 extension 110 or the Executive Director at extension 108.**