

H. V. GROUP HOME, INC.

HR POLICY

&

PROCEDURE

Addendum

Substance Abuse and Testing

H.V. Group Home, Inc. is committed to a drug- and alcohol-free workplace to ensure a safe environment for our employees, residents and clients.

The following activities are strictly prohibited:

- Bringing illegal, non-prescribed drugs or alcoholic beverages to work.
- Being under the influence of such substances while working.
- Using such substances at work.
- Dispensing, distributing, selling or illegally manufacturing such substances on company property.

Employees who violate the policy will be subject to disciplinary action up to and including termination.

Disclosure of Medication -

- An employee must notify his or her supervisor prior to beginning work if he or she legitimately is taking a drug or other medications, whether prescribed by a physician or not, which is known or advertised as possibly affecting or impairing judgement, coordination, or any of the senses, or which may adversely affect the ability to work in a safe or productive manner.

Reasonable Suspicion Drug Testing -

- Any employee who observes another employee demonstrating unusual behavior patterns that appear to be drug-or alcohol-related should immediately report the behavior to a supervisor.
- Any employee who appears to be under the influence of drugs or alcohol will be subject to immediate substance abuse testing to determine the presence of drugs or alcohol.
- An employee who refuses to take the test will be subject to disciplinary action, up to and including termination.

Random Drug/Alcohol Testing -

- The company reserves the right to require employees to take a drug/alcohol test at any time and for any reason, with or without notice, in circumstances it deems appropriate

Random Searches of Company/Personal Property -

- The company reserves the right to conduct random searches for illegal drugs or alcohol on company property such as vehicles, desks, file cabinets and so on.
- Company property may be searched at any time and need not be based on any reasonable cause or suspicion.

Substance Abuse (continued from p.2)

- The company reserves the rights to search for illegal drugs and alcohol on employee's personal property such as vehicles, clothing, packages, purses, briefcases, lunch boxes or other containers brought onto company premises.
- Employee's personal property may be searched when there is reasonable cause or suspicion to believe that the employee has brought an illegal drug or alcohol onto company property.
- Employees are expected to cooperate in such searches.

Employee with Substance Abuse Problems -

- The company strongly encourages employees who experience problems from drug or alcohol abuse or dependency to report such problems to their supervisor or to the Administrator.

Progressive Discipline

Employment with H.V. Group Home, Inc. is on at-will basis, meaning that either party can terminate the employment relationship at any time for any reason or no reason. The provisions outlined below are not binding as employee rights.

Management reserves the right to determine the type, form and severity of corrective action and/or disciplinary action up to and including discharge.

Introductory Period Employees -

- The provisions of this policy do not apply to employees during their introduction period.
- Introductory employees may be terminated at any time during their 90-day period with or without prior warning.
- Management employees will make reasonable effort(s) to correct an introductory employee's unsatisfactory conduct or performance. If the employee fails to satisfactorily correct their conduct or performance, he or she may be terminated during the 90 -calendar-day introductory period.

Initial Counseling-

- Most, but not all, first infractions will result in an initial counseling.
- The Supervisor will discuss the rule violation with the employee and required need for improvement/compliance.

Progressive Discipline (continued from p.3)

Written Warning -

A written warning will be issued when an employee has

- Been given an initial counseling and has failed to correct the deficiency within a reasonable amount of time or
- Committed an offense or revealed a deficiency that warrants more than an initial counseling or
- Been given one or more prior initial counselings or written warnings

Final Written Warning -

- A final written warning is issued when one written warning was issued in the last 12 months for any infraction.
- The supervisor should document on the Notice that one more written warning in a 12-month period may result in discharge.
- The problem must be corrected or the employee will be subject to discharge.

Guidelines for Implementation -

Incident	1st Offense	2nd Offense	3rd Offense
Misconduct	Written Warning	Final Written Warning	Discharge
Gross Misconduct	Discharge	X	X

The following list of infractions is not all-inclusive, as it is not possible to list all types of offenses that can result in disciplinary action. Any act, which is the company discretion, hampers or tends to hamper resident care, the performance of any employee, safety or operation of the business location can also subject an employee to disciplinary action.

Misconduct -

Misconduct or poor performance infractions start with a Written Warning, progress to Final Written Warning and then to Discharge. These infractions include:

- Failure to maintain acceptable standards of respect for residents, visitors, co-workers and supervisors.
- Failure to readily cooperate with fellow employees and supervisors.
- Failure to carry out general and/or specific instructions.

Suspension and Discharge

- **Suspension**
 - a. A very serious Misconduct Infraction can result in “Suspension”, pending investigation, subject to discharge.
 - b. The company endorses the use of suspensions for investigative purposes, but does not endorse the use of suspension as a punitive action. Therefore, while a suspension is not absolutely necessary in all cases, it should be considered to allow time to conduct an investigation. If an employee is found innocent after the investigation, they will be compensated for the suspension. If the employee is found guilty, they will not be compensated for the suspension
- **Discharge**
 - a. An employee’s third written warning within a 12-month period will result in termination.
 - c. Any act of gross misconduct will result in discharge.
- **Guidelines for Implementation**
 - a. The employer reserves its right to determine the appropriate level of discipline in individual cases and to acknowledge mitigating factors where they apply. However, the following is a chart of work rule violations and their prescribed consequences:

Progressive Discipline (continued from p.4)

- Failure to accept and/or perform job responsibilities.
- Poor work quality or productivity.
- Violation of no solicitation/no distribution policy.
- Failure to hourly employees to clock in or out for their scheduled shifts.
- Unauthorized overtime.
- Working off the clock by an hourly employee.
- Receiving unauthorized visitors while on duty, including children, friends, and relatives.
- Making or receiving personal telephone calls during work time, other than in emergencies. Use of cell phones and pagers while performing direct care responsibilities and work responsibilities.
- Smoking in unauthorized areas.
- Not following company dress and grooming codes.
- Habitual leaving early for or returning late from meal periods and breaks.
- Leaving the department or assigned work areas during work hours without the supervisor's permission.
- Stopping work before the time specified by the supervisor.
- Starting work before or continuing to work after specified work hours without

the prior approval of the supervisor.

- Posting, removal of altering of notices, signs of writing in any form on any bulletin board or other posting area without prior permission of the administrator or supervisor.
- Failure to attend scheduled mandatory meeting or In-service Training sessions.
- Failure to observe Safety First Rules unless the act is flagrant or willful.
- Failure to report an unsafe or unhealthy condition to management.
- Failure to use proper body mechanics, or lifting, transferring techniques and/or failure to use mechanical lifts.
- Speeding, reckless driving or improper parking in company parking lots or elsewhere on company property.
- Littering or failure to deposit rubbish in proper receptacles contributing to disorderly or unsanitary conditions.
- Engaging in horseplay, running, scuffling or throwing objects of any kind on company property.
- Failure to maintain acceptable standards of attendance.
- Entering a facility or business line location at unauthorized times without proper permission.

Progressive Discipline (continued p.5)

Gross Misconduct -

Gross misconduct infractions are so serious that they will warrant discharge. These offenses are a direct violation of the company's Code of Conduct and Corporate Integrity Agreement. These infractions include:

- Any violation of the Code of Conduct and Corporate Integrity Agreement.
- Physical, fiduciary, sexual, verbal or emotional/psychological abuse of a resident.
- Neglect or resident care duties **directly** related to the safety, health and/or physical comfort and well being of a resident.
- Theft, attempted theft, fiduciary malfeasance or abuse, and/or the unauthorized possession of property belonging to the company, a resident, another employee or a visitor. This includes any instances of narcotic diversion or narcotic conversion.
- Fighting, hitting, shoving, pushing, forcible grabbing, offensive touching, threatening or provoking such acts toward another employee, resident, or visitor.
- Verbal threats of physical violence toward another employee, resident, visitor or

the location.

- Sexual harassment of any employee, resident, visitor or volunteer, or harassment because of race, color, religion, creed, sex/pregnancy, age, national origin, ancestry, citizenship, physical or mental disability, or any other unlawful basis under state law.
- Introduction, possession, or consumption of intoxicating beverages or controlled substances on location property or reporting to work under the influence of either. Distributing, selling, using, offering to sell or purchase, or purchasing alcohol or a controlled substance while on the job is a rule violation. This rule also applies to places other than location property where the employee is on company business.
- Willful or attempted sabotage, abuse, damage, defacement or destruction of property belonging to the company, a resident, another employee, a visitor or other person doing business with the location.

Progressive Discipline (continued from p.6)

- Falsification of business location records, reports or other documents, including employment applications, time cards or time sheets (including punching or signing another employee's time card/sheet), injury reports, health screenings, resident records, financial records or being an accessory of any of these acts.
- Unauthorized disclosure or removal of confidential or privileged information concerning the company, location, other employees or the resident.
- Insubordination, including, but not limited to, refusal or failure by words or action to carry out a reasonable job direction or assignment **after being warned that failure to do so can result in discharge.**
- Abandoning the job by walking off the shift or leaving the location without permission of the supervisor or location manager.
- Conviction of a felony. An indictment for an alleged felony may also serve as a basis for termination in cases where the sensitive nature of the employee's duties justifies such action.
- Cheating, fraud or dishonesty including soliciting or accepting any form of gratuity from any resident or family member.
- Soliciting and/or accepting loan of money or item/service of value from a resident or family member.
- Introduction, possession, use of threat of use of firearms or any other dangerous weapons on company property.
- Sleeping during work hours.
- Flagrant and willful violation of safety rules that has the potential of causing direct and serious harm to the employee, fellow employees, resident and/or visitors.
- Engaging in any immoral, indecent or illegal act on company property.
- Failure to obtain or maintain a current and valid professional license, certification or other credentials that are required to perform the job duties.
- Misrepresentation of a material fact in an attempt to obtain a benefit or advantage.
- Failure to call in and/or show up for work as scheduled for one or more consecutive days. This will be treated as a voluntary resignation.
- Failure to report observed resident abuse or neglect or a physical injury of a resident, which is suspected to be a result of abuse or neglect.
- Other extreme instances of improper conduct not specifically listed.

Attendance and Punctuality Standards

There have been some changes in the policy on attendance and punctuality (tardiness). These changes apply to all H.V. Group Home, Inc. employees and are Effective September 1, 2002.

Let's start with some definitions:

Absence: Failure to work one or more consecutive scheduled shifts for any reason.

- **Tardiness:** Reporting to work any time after the scheduled starting time. **OR** Leaving early for or returning late from break period or meal periods.

Proper Notice: Employees are required to notify their supervisor **2 hours** prior to the start of a scheduled shift if they intend to be absent.

No Call/No Show: Failure to call and/or failure to show up for work for one scheduled shift or more. This is considered a voluntary resignation.

H.V. Group Home, Inc.'s new policy is very clear about absences and tardiness (punctuality)

- Employees are expected to be at work, **ready** to work, at the scheduled shift time.
- Employees **must** notify their direct supervisor as far in advance as possible, **but at least 2 hours**, prior to shift start time, whenever they cannot report or work. (when calling in, you must provide your supervisor with a reason for the absence/tardy and an indication of when you can be expected for work.)
- Supervisors may advise an employee that a physician's note will be required on all future absences when patterns of absences have been established.
- Employees cannot work additional time to make up for time lost to absence and/or tardiness, nor can they use PDL hours to "fill in" hours, without prior supervisor approval.
- Any employee who fails to call and/or fails to show up for one scheduled shift will be considered to have quit or abandoned his/her disciplinary action up to and including termination.
- H.V. Group Home, Inc. has also defined a Disciplinary Process for Absenteeism and/or Tardiness. It's most easily explained in the following table:

Two absence occurrence in a 90-day period without proper notice.	Written Warning
Three absence occurrence in a 90-day period without proper notice.	Written Warning
Two tardiness in a 90-day period without prior notice.	Written Warning
Three tardiness in a 90-day period with proper notice.	Written Warning
Third written warning (for any reason) within a 12-month period.	Termination

Jury Duty

This policy is **specifically** for non-exempt employees. A non-exempt employee is an employee who is paid an hourly wage vs. salaried amount.

It is the policy of H.V. Group Home, Inc. to grant time off to employees summoned for jury duty. However, it is your responsibility to notify your supervisor immediately if you receive a summons. If your service would cause extreme hardship for **either** the company or employee, the Administrator will assist you in submitting a request for deferral or postponement.

Key points are as follows:

- If selected to serve on a jury, you must complete a "Jury Duty Leave of Absence" form. You must attach a copy of your Summons or a written confirmation of service from the Clerk of the Court.
- Maximum leave allowed for jury duty is 90 days.
- Employees are not paid for time missed due to jury duty. However, if you are selected for jury duty you may elect to use PDKL to cover the absence. PDL must be pre-approved.
- If required to serve more than 5 consecutive days, you may request a Leave of Absence. See your administrator for information.
- Employees are expected to report to work on those days when they are excused from jury duty prior to noon or whenever time spent on jury duty does not coincide with the regularly scheduled shift.
- Employees must report for work at the end of an approved leave for jury duty. Failure to report is a No Call/No show and is considered job abandonment and will result in disciplinary action.
- Employee benefits will continue during time served on jury duty; contributions will continue to be made as with any Leave of Absence.

Termination Policy

Termination

- Voluntary resignation - Appropriate notice for staff is 2 weeks and 30 days for Administration/Management. Should you fail to give proper notice as indicated above you will not be eligible for rehire or reinstatement.
- Should you abandon your job you will not be eligible for rehire

Termination Policy (continued from p.9)

Rehire and Reinstatement/Restoration of Service

- Rehired employee - A former employee who is hired again after being separated from the company for more than 12 months. Rehired employees receive a new date of hire and no seniority upon return.
- For rehired employee there is a new 90-day waiting period for benefits
- Reinstated employee - A former employee who has been separated from the company for 12 months or less.
- Employees who are reinstated within 90 days are eligible for benefits the 1st day of the month following the reinstatement date.
- Former employees who are reinstated within 12 months will be restored to their pre-separation status for purposes of seniority, anniversary date, vacation, award level, and certain other benefits.

Questions regarding any of these policies should be to your Administrator

Employee Acknowledgement

I have received a copy of the H.V. Group Home, Inc. HR Policy and Procedure Addendum. I realize that it is my responsibility to read and familiarize myself with the contents of this Addendum. I understand that the contents of this Addendum summarize current policies of H.V. Group Home, Inc., that they are intended as guidelines only and that these policies may be amended at any time. I further understand that the contents of this Addendum do not constitute the terms of a contract of employment, and that nothing contained in this Addendum can be construed as a guarantee of continued employment. I understand that employment with H.V. Group Home, Inc. is on an at-will basis which means that the employment relationship may be terminated at any time by either me or H.V. Group Home, Inc. with or without reason. I understand that my Administrator or a member of Human Resources will answer any questions I have regarding this Addendum.

Employee Name: _____

Date Received: _____

Employee Signature; _____