

# **St. Francis Manor**

Rev.: May 18, 2021

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## Employee Handbook Receipt and Acceptance

I have received my copy of the Employee Handbook.

The employee handbook describes important information about policies currently in effect at St. Francis Manor [Manor], and I understand I should consult my supervisor or Human Resources regarding any questions not answered in the handbook. I have entered my employment relationship with the Manor voluntarily and acknowledge there is no specified length of employment. Accordingly, either the Manor or I can terminate the relationship At-Will, in other words, at any time, with or without cause.

I understand and agree that, other than the President of the Board of Directors, no manager, supervisor or representative of the Manor has any authority to enter into any agreement for employment other than At-Will and, then only in writing signed by the President.

This handbook and the policies and procedures contained herein supersede all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with the Manor. By distributing this handbook, the Manor expressly revokes all previous policies and procedures which are inconsistent with those contained herein.

I understand, except for At-Will employment status, any and all policies and practices may be changed at any time by the Manor. All such changes will be communicated in writing to me, and I understand any revised information may supersede, modify or eliminate existing policies. Only the Manor Board can adopt any revisions to the policies in this handbook.

I understand and agree nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment and employment at St. Francis Manor is At-Will, which may be terminated at the will of either the Manor or me. Furthermore, I acknowledge this handbook is not a contract of employment, but codification of policies and procedures to be followed., unless and until these policies and procedures are amended, altered or eliminated. I understand and agree employment and compensation may be terminated with or without cause and with or without notice at any time by the Manor or me

I have received the handbook, and I understand it is my responsibility to read it thoroughly and to understand the contents. I agree to comply with the policies contained in this handbook and any revisions made to it.

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Employee's Signature

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Employee's Name (Print)

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Date

## Confidentiality Policy and Pledge

Any information an employee learns about St. Francis Manor or its members or donors because of working for the Manor which is not otherwise publicly available constitutes confidential information. Employees may not disclose confidential information to anyone who is not employed by the Manor or to other persons employed by the Manor who do not need to know such information to assist in rendering services.

The disclosure, distribution, electronic transmission or copying of St. Francis Manor's confidential information is prohibited. Any employee who discloses confidential Manor information will be subject to disciplinary action (including possible separation), even if he or she does not actually benefit from the disclosure of such information.

I understand the above policy and pledge not to disclose confidential information.

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Employee's Signature

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Employee's Name (Print)

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Date

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

## SECTION ONE

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### INTRODUCTION

# INTRODUCTION – Welcome to St. Francis Manor

On behalf of the Board of Directors, we would like to welcome you to our team. We hope your tenure here is personally fulfilling and professionally productive.

## 1.1 Mission

The mission of St. Francis Manor is to provide affordable independent living to senior citizens on a limited income in an attractive, safe, and socially supportive environment.

## 1.2 Overview

The St. Francis Manor Employee Handbook (the “Handbook”) has been developed to provide general guidelines about St. Francis Manor (the “Manor”) policies and procedures for employees. It is a guide to assist you in becoming familiar with some of the privileges of your employment, including the Manor’s policy of voluntary Employment-At-Will, which preserves the right of either the employee or the employer to terminate the employment relationship at any time, with or without cause. The policy of Employment-At-Will may not be modified by any written or oral statements, except by a written agreement signed by the President of the Board of Directors. None of the policies or guidelines in the Handbook are intended to give rise to contractual rights or obligations, or to be construed as a guarantee of employment for any specific period, or any specific type of work. Additionally, except for the voluntary at-will employment policy, these guidelines are subject to modification, amendment, or revocation by the Manor at any time, without advance notice. All changes to these policies shall be communicated in writing to all employees in a timely manner.

The personnel policies of the Manor are established by the Board of Directors, which has delegated authority and responsibility for their administration to the Executive Director. The Executive Director may, in turn, delegate authority for administering specific policies. Employees are encouraged to consult with the Executive Director for additional information regarding the policies, procedures, and privileges described in this Handbook. Questions about personnel matters also may be reviewed with the Executive Director. At any point, an employee may ask for clarification of the policies contained in this handbook and the Executive Director may request an employee to acknowledge the explanation offered to an employee’s inquiry(ies).

The Manor will provide everyone a copy of this Handbook upon employment. All employees are expected to abide by it. The highest standards of personal and professional ethics and behavior are expected of all Manor employees. Further, the Manor expects each employee to display good judgment and courtesy in their professional relationships with members of the Manor’s Board of Directors, committees, staff, residents, and the general public.

*Each employee is required to read this handbook carefully since it is a valuable reference for understanding the Manor and its policies. **You will also be required to sign an acknowledgement form stating that you agree you have read the handbook, understand the contents and agree to be bound by its terms.** After you sign the sheet, return it to the Executive Director (or Board President, in the absence of the Executive Director).*

**\*This handbook and its policies are effective May 18, 2021, and supersede all other employee handbooks and personnel policies previously distributed by the Manor or in current use and practice**

## SECTION TWO

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### **EMPLOYMENT POLICIES AND PROCEDURES**

# EMPLOYMENT POLICIES AND PROCEDURES

## **2.1 *Employment-At-Will***

The Manor takes pride in selecting the best candidate for every position and looks forward to a long and mutually rewarding relationship with all employees. It is the Manor's belief that excellence can be achieved only when both parties are satisfied with the employment relationship. Therefore, the right of the employee or the Manor to terminate the Employment-At-Will relationship is recognized and affirmed as a condition of employment.

As an At-Will employee, you or the Manor can terminate your employment at any time with or without cause, reason and/or notice. Nothing contained in any employee handbook or any workplace policy or rule of the Manor shall alter the At-Will employment relationship between you and the Manor or restrict the option of you or the Manor to terminate the employment relationship.

Furthermore, other than the President of the Board of Directors, no manager, supervisor or other Manor representative or agent, including any representative or agent with hiring authority, has the authority to enter into any agreement or contract for employment for any specified duration, or to make any agreement, promise, guarantee or commitment which contradicts the above.

Any agreement which contradicts your At-Will status must be entered into by the President of the Board and will not be enforceable unless it is in writing and signed by you and by the President of the Board. The agreement must specifically state the At-Will relationship between you and the Manor has changed and a new standard is to be applied. No implied contract concerning any employment related decision or condition of employment can be established by any other statement, conduct, policy or practice. The Manor disclaims any implied contractual obligation of continuing employment.

## **2.2 *Equal Employment Opportunity Statement***

The Manor is firmly committed to a policy of equal employment opportunities (EEO) in all aspects of its relations with employees and applicants for employment without regard to race, color, religion, sex, disability, national origin, or genetic information to the extent of applicable federal, state and local laws. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, discipline, layoff, recall, transfer, leaves of absence, compensation, and training. To the extent reasonably possible, the Manor will accommodate individuals with disabilities in the application, hiring, and employment process.

## **2.3 *Immigration Compliance***

The Manor complies with applicable immigration laws, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must complete a U.S. Citizenship and Immigration Services I-9 form immediately upon beginning to work for the Manor and provide satisfactory evidence of his or her identity and legal authority to work in the United States. Questions or additional information on immigration law issues should be addressed to the Executive Director.

## 2.4 Policy against Workplace Harassment and Complaint Procedure

The Manor is committed to a work environment in which all individuals are treated with respect and dignity. Everyone has the right to work in a professional atmosphere which promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment of any kind. Therefore, the Manor expects all relationships among employees of the Manor will be business-like and free of bias and harassment.

It is the policy of the Manor to ensure equal employment opportunity without discrimination or harassment based on race, color, religion, sex, sexual orientation, disability, national origin, age or genetic information. The Manor prohibits any such discrimination or harassment. The Manor encourages reporting of all perceived incidents of discrimination or harassment. If for any reason, the employee feels uncomfortable discussing the matter with his or her supervisor, he or she should notify the Executive Director, or the Board President. It is the policy of the Manor to investigate such reports promptly and thoroughly. The Manor prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports.

### Definitions of Harassment

Sexual harassment constitutes discrimination and is illegal under federal, state, and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of overt, subtle, and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but is not limited to, unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess, or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures, and other physical, verbal or visual conduct of a sexual nature.

Harassment based on any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct which denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, citizenship, genetic information or any other characteristic protected by law or that of his/her relatives, friends or associates, and that

- a) Has the purpose or effect of creating an intimidating, hostile or offensive work environment; or
- b) Has the purpose or effect of unreasonably interfering with an individual's work performance, or

- c) Otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes epithets, slurs, or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material which denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on Manor time or using Manor equipment via e-mail, phone (including voice messages), text messages, tweets, blogs, social networking sites or other means.

### Individuals and Conduct Covered

These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees, residents, or someone not directly connected to the Manor, e.g., an outside vendor or visitor, etc.

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

Harassment, whether it is sexual, physical, verbal or written in nature, is a form of employee misconduct which undermines the integrity of the employment relationship within the Manor organization and is in direct contravention of the Manor's values. As an employee, you should be aware the issue of whether conduct constitutes sexual harassment or discriminatory conduct may depend on how that conduct is viewed by the employee who is subjected to the conduct. The employee who initiates or persists in this prohibited conduct assumes the risk the person who is the object of the conduct views it as offensive, and may be subject to penalties even if the conduct might not have been intended as offensive.

### Complaint Process

Any employee who believes that he or she has been the subject of or witnessed any form of harassment should report the alleged incident immediately to his or her supervisor, or the Executive Director of the Manor. A follow-up written complaint must be submitted and must include the nature of the incident and the date(s) and place(s) the harassment or misconduct took place, as well as the name(s) of the accused and any other witnesses to the incident. If a supervisor is the cause of the discrimination or concern, if you are not comfortable discussing it with your supervisor or your supervisor does not appropriately follow-up on your concerns, you must report your concern to the next level member of Management or to the President of the Board of Directors. It is imperative that any concerns be reported as soon as possible so it may be promptly resolved.

The Manor will promptly investigate all reported allegations of harassment or retaliation as discreetly and confidentially as practicable. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have additional relevant knowledge. If the Manor determines a violation of this policy has occurred, it will take appropriate disciplinary action against the offending party, which may include counseling, warnings, suspensions, and termination. A written report will be

made to the employee(s) making the complaint and the employee(s) who is the subject of the complaint concerning the results of the investigation as soon as possible after the investigation concludes. All findings of misconduct shall be maintained in the alleged offending employee's permanent employment file, whether the allegation be founded or unfounded.

When possible, the Manor encourages individuals who believe they are being subjected to such conduct to promptly advise the offender his or her behavior is unwelcome and request it be discontinued. Often this action alone will resolve the problem. The Manor recognizes, however, an individual may prefer to pursue the matter through official complaint procedures.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and appropriately addressed.

The same processes set forth in investigating and reporting a violation of the anti-discrimination and anti-harassment policies shall apply with regard to anyone accused of retaliation.

## **2.5 Drug-Free Workplace [See also Sec. 3.2; 3.8; 5.2]**

St. Francis Manor is committed to providing a safe working environment and, likewise, expects its employees to report to their jobs physically and mentally fit for work. Furthermore, the Manor is committed to assuring its continued representation as a quality institution. To achieve these goals, the Manor must take a firm and positive stand against drug and alcohol abuse. This policy is intended to ensure a drug free environment for our residents, employees, and visitors.

The Manor believes all employees have a right to work in a drug-free environment. Persons under the influence of controlled substances on the job may pose serious safety, health and security risks to our residents, visitors, and employees.

### **Definitions**

1. Prescription Drug: any drug prescribed for individual consumption by a licensed medical practitioner or healthcare provider.
2. Controlled Substance: any substance listed in Title 21 United States Code (USC) Controlled Substances Act, Subchapter 1, Part B, § 812, Schedules I - V, as now enacted or as amended.
3. Prohibited Drug: (i) prescription drugs or over-the-counter drugs which are not being used as intended, or which were obtained under false pretenses; (ii) prescription drugs which were not prescribed to the affected employee by a licensed physician; (iii) controlled substances; and (iv) inhalants.
4. Manor Premises: all property, facilities, land, buildings, structures, installations, automobiles, and all other vehicles, whether owned, leased or used to conduct Manor business. Manor Premises also include other work locations, including any place in

which employees provide services, and travel to and from premises and other work locations while in the course and scope of employment.

5. Under the Influence: not having the normal use of mental or physical faculties by reason of the introduction into the body of a Prohibited Drug. Being Under the Influence may include misbehavior, aberrant behavior, reduced ability to perform work in a safe and productive manner, or impairment of physical or mental ability, such as incoherence, slurred speech or difficulty maintaining balance.
6. Workday: includes an employee's normal work shift, breaks, lunch hour, any overtime and travel to and from Manor premises.

This Policy specifically prohibits:

1. Reporting to work Under the Influence of any Prohibited Drug.
2. Using, possessing, selling, purchasing, distributing, or being under the influence of any prohibited drug on Manor premises or while performing services as a Manor employee. If the medically approved and appropriate use of a prescription drug or over-the-counter drug adversely affects the employee's work performance or the safety of the employee or others, the Manor reserves the right to limit, suspend or modify the employee's work activity, or otherwise reasonably accommodate such adverse effect or risk.
3. Becoming intoxicated using alcoholic beverages.

It is acknowledged an employee may be on duty during an event for the Manor where alcohol is served or available. The above regulations apply in full to such events.

Specific actions will be taken against employees for violations of this policy, in the form of discipline, dismissal from employment, or enrollment and successful completion of a drug rehabilitation program.

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#### Policy Requirement

1. The use, possession, sale, or transfer of an illegal drug by any employee on Manor premises, in the performance of Manor business, or at Manor sponsored events, is strictly prohibited.
2. The use of any legally obtained drug or substance by any employee while performing Manor business or while on Manor premises is prohibited to the extent that such use may adversely affect the safety of the employee or others, the employee's job performance, or the Manor's regard or reputation in the community. Employees who have been informed or have discovered that the use of a legal drug may adversely affect job performance or behavior are to report such drug use and possible side effects to the Executive Director.
3. Possession, distribution, or consumption of alcoholic beverages by employees while on the premises of St. Francis Manor is not permitted except at official events and those served must be 21 years of age or older.
4. The consumption of alcohol during regular working hours is prohibited. However, at social occasions responsible consumption is permitted except when performing specific Manor duties which would prohibit the use of alcohol, i.e., drinking and driving. The use of alcohol

by employees while attending Manor sponsored business or social functions, or otherwise representing the Manor off Manor premises is permitted only to the extent that it is not unlawful and does not adversely affect the safety of the employee or others, the employee's job performance, or the Manor's regard or reputation in the community.

5. The presence in specified amounts (producing positive test results) of any illegal drug or alcohol in an employee's system while on Manor premises or while otherwise performing Manor business is prohibited.

### Testing and Treatment

1. All prospective new employees will be tested for the use of illegal drugs and controlled substances. No offer of employment will be made to an applicant until he or she completes the necessary drug information and testing consent forms and passes the pre-employment drug test. Applicants who refuse to complete the necessary paperwork and test or who test positive on the drug screen will not be offered employment.
2. The Manor may require a drug/alcohol test whenever:
  - a. The Manor suspects an employee's work performance or on-the-job behavior may have been affected in any way by alcohol or drugs, or an employee has otherwise violated the substance Abuse Policy. An employee must complete the necessary drug information and consent forms prior to the testing.
  - b. Credible information obtained from other employees based on their observations of slurred speech, excessive physical and verbal arguments, confusion, disorientation, personality changes, or odor of marijuana or alcohol.
  - c. An employee has been involved in an on-the-job accident resulting in property damage or personal injury requiring medical attention.
  - d. An employee has been arrested in association with drugs or alcohol.

A refusal or failure to test by an employee who is requested to do so will be the basis for immediate termination.

3. The Manor may also require periodic, unannounced testing on an employee following the employee's return from an approved drug or alcohol rehabilitation program or medical leave.
4. An employee who tests positive for alcohol or drugs during the employee's first 90 days of employment will be discharged immediately for violation of the Manor's Substance Abuse Policy.
5. After the employee's first 90 days of employment, an employee whose alcohol or drug test is positive may be subject to the following rehabilitative procedure, at the discretion of the Executive Director or Board of Directors:
  - a. First Offense: The employee is to be placed on an immediate leave of absence. The employee cannot return until a Manor approved counselor or physician releases the employee to return to work and complete job duties and responsibilities of her/his position.

- b. Second Offense: If within one year of release from a treatment program an employee again tests positive for either alcohol or drugs, the employee will be terminated for the positive test result.
6. The leave of absence that must be taken after a positive alcohol or drug test is without pay. However, an employee may use any accrued, unused vacation, personal days, or sick days to receive compensation during the leave. Any current benefit coverage, if applicable, will continue during the leave.
7. All test results, assistance requests, and treatment records will be maintained in files separate from the employee's personnel file and will be held in the strictest of confidence, disclosed only to those having a legitimate need to know such information.

### Disciplinary Action

1. Depending upon the seriousness of the offense, any violation of the policy requirements of the Substance Abuse Policy will result in discipline, up to and including termination, even for a first offense.
2. The failure or refusal to complete the necessary paperwork, to submit to a drug test, or to undergo treatment pursuant to the requirements of the Substance Abuse Policy will be grounds for immediate termination.

## **2.6 Business Ethics**

The Manor is committed to conducting its business affairs honestly and with integrity. The Manor's reputation and the trust and confidence of those with whom we interact are among our most vital resources. The Manor is committed to conducting its affairs in a uniformly ethical manner. This standard requires adherence to all laws, regulations, and normal ethical practices which apply to the Manor's business activities. These rules, practices and policies concerning conduct and behavior (Standards) are instrumental to the continued success of the Manor.

An employee should not conduct business which is not in the full spirit of honest and ethical behavior, nor should an employee cause another employee or non-employee to act or behave in such a manner, either through inducement, suggestion, or coercion. Furthermore, an employee should not furnish Organization or employee information to any individual, business, or entity without first consulting with and acquiring the approval of the Executive Director or the Board President.

Initiating or encouraging reprisal action against an employee or other person who, in good faith, reports suspected Standards violations is prohibited.

Employees are encouraged to discuss issues and concerns pertaining to the Manor's commitment to ethical business practices with their supervisor and/or the Executive Director.

## **2.7 Conflicts of Interest**

A conflict of interest exists when an employee's private interests conflict with the employee's professional interests and/or working hours. It is incumbent upon the employee to report to the Executive Director and/or direct supervisor any perceived or actual conflict of interest. Thus, the

Manor is attuned to potential or actual conflicts of interest. Should conflicts of interest arise, management reserves the right to remove the applicable employee from participation in the area where the conflict has been identified. Employees must refrain from participating in any activity or business venture that could conflict with the interests of the Manor. Specifically, you may not accept personal payment from any vendor, resident, or patron of the Manor for services generally rendered as an employee of the Manor, nor should you take any action as a representative of the Manor for personal gain. Performing services for residents, patron, or vendors during non-working time that are performed by the Organization during working hours is strictly prohibited. Performing tasks outside of the employee's Manor duties during non-Manor work time, should be reviewed by the direct supervisor and/or Executive Director prior to the employee agreeing to the task.

## **2.8 Outside Employment**

Any employee of the Manor may engage in outside employment if the activities of additional employment do not create a conflict of interest or adversely affect his/her Manor employment. Employees are required to inform their manager prior to accepting or continuing additional employment. The Manor reserves the right to restrict any outside work considered to be in conflict or competition with the Manor. Regardless of whether you choose to pursue a second job, the Manor requires all employees comply with Manor policies concerning attendance, work performance, etc.

## **2.9 Separation**

Either St. Francis Manor or the employee may initiate separation. The Manor encourages employees to provide at least two weeks (10 days) written notice prior to intended separation. After receiving such notice, an exit interview will be scheduled by the Executive Director or his or her designee. The Executive Director has authority to employ or separate all employees other than the position he/she holds.

Circumstances under which separation may occur include:

1. *Resignation.* Employees are encouraged to give at least 10 business days of written notice. Since a longer period is desired, the intention to resign should be made known as far in advance as possible. Employees who resign are entitled to receive accrued, unused Vacation benefits.
2. *Termination or Lay-off.* Under certain circumstances, the termination or lay-off of an employee may be necessary. Employees who are terminated or laid off are entitled to receive accrued, unused Vacation benefits. Termination shall be made with the appropriate notice under the presented circumstances of each individual case.

The Executive Director has authority to discharge an employee from the employ of St. Francis Manor. As stated above, all employment at the Manor is "at-will." That means that employees may be terminated from employment with the Manor with or without cause, and employees are free to leave the employment of the Manor with or without cause. Reasons for discharge may include, but are not limited to:

- Falsifying or withholding information on your employment application that did or would have affected the Manor's decision to hire you (this conduct will result in your immediate termination).
- Falsifying or withholding information in other personnel records including personnel questionnaires, performance evaluations or any other records.

- Performance at work below a level acceptable to the Manor or the failure to perform assigned duties.
- Failure to complete required time records or falsification of such time records.
- Insubordination.
- Refusing to work reasonable overtime.
- Negligence in the performance of duties likely to cause or actually causing personal injury or property damage.
- Fighting, arguing or attempting to injure another.
- Destroying or willfully damaging the personal property of another, including Manor property.
- Breach of confidentiality.
- Using or appearing to use for personal gain any information obtained on the job, which is not readily available to the general public or disclosing such information that damages the interests of the Manor or its residents, donors, or vendors.
- Placing oneself in a position in which personal interests and those of the Manor are or appear to be in conflict or might interfere with the ability of the employee to perform the job as well as possible.
- Using Manor property or services for personal gain or taking, removing or disposing of Manor material, supplies or equipment without proper authority.
- Dishonesty.
- Theft.
- Repeated violations of Manor policies and procedures.
- The possession, use, sale or being under the influence of drugs or other controlled substances or alcoholic beverages during working hours or on the Manor premises at any time in violation of Manor policies.
- Carrying or possessing unauthorized firearms or weapons on Manor property.
- Excessive tardiness or absenteeism whether excused or unexcused.
- Unauthorized absence from work without proper notice.
- Engaging in discriminatory or abusive behavior, including sexual harassment.

At the sole discretion of the Executive Director, the employee may be asked to leave immediately or be given a period of notice.

## **2.10 Return of Property**

Employees are responsible for Manor equipment, property and work products which may be issued to them and/or are in their possession or control, including but not limited to:

- Credit cards,
- Identification badges,
- Office/building keys,
- Computers, computerized diskettes, electronic/voice mail codes, and
- Intellectual property (e.g., written materials, work products).

In the event of separation from employment, or immediately upon request by the Executive Director or his or her designee, Employees must return all Manor property in their possession or control.

Where permitted by applicable law(s), the Manor may withhold from the employee's final paycheck the cost of any property, including intellectual property, which is not returned when required.

The Manor also may take any action deemed appropriate to recover or protect its property.

## **2.11 Review of Personnel Action**

Employees may request a review of a personnel action or an unsatisfactory performance review. Employees are expected first to discuss their concern with their immediate supervisor. If further discussion is desired, the employee may then discuss the situation with the Executive Director. The decision of the Executive Director is final.

## **2.12 Personnel Records**

Personnel records are the property of St. Francis Manor and access to the information contained therein is restricted and confidential. A personnel file shall be kept for each employee and should include the employee's job application, copy of the letter of employment and position description, performance reviews, disciplinary records, records of salary increases and any other relevant personnel information. It is the responsibility of each employee to promptly notify his/her supervisor in writing of any changes in personnel data, including personal mailing addresses, telephone numbers, names of dependents, and individuals to be contacted in the event of an emergency.

All employees must complete, within two days of the end of each pay period, their time and attendance record for review and approval by the Executive Director. Accurately recording time worked is the responsibility of every employee. Tampering, altering, or falsifying time records, or recording time on another employee's time record may result in disciplinary action including separation from employment at the Manor.

## SECTION THREE

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### EMPLOYEE RELATIONS

## **EMPLOYEE RELATIONS**

### **3.1 Freedom of Discussion with Management – Organizational Structure**

The Manor is committed to the principle of open communication between employees and their supervisors concerning any aspect of the employment relationship. The right of employees to think and speak for themselves as individuals is and will be respected and shall not be deemed a negative reflection on the employee. Therefore, an Open Communication Policy exists at the Manor and feedback is encouraged regarding your job and/or issues which affect you or the Manor. The Manor insists upon a demonstrated respect for all employees and is responsive to individual needs. Communication on all parts is to be conducted in a respectful and civil manner.

To promote positive employee relations, mechanisms are in place to ensure attention is focused on any complaint and/or grievance by any employee without threat of reprisal and to offer assurances honest efforts will be made to remedy any wrong. If you have a problem, or questions about any aspect of your employment relationship with the Manor, you are encouraged to discuss the issue with your immediate supervisor. We hope most matters can be satisfactorily resolved by such discussions. However, if you are not satisfied with the outcome of the first session, you are welcome to discuss the situation with the Executive Director. If, after that session, your issue is not resolved, a representative of the Board will meet with you and your supervisor and attempt to reach a satisfactory solution. The Board's decision will be final and binding on all parties.

The Executive Director shall report to the President of the Board of Directors. All other employees shall report to the Executive Director. In the event the Executive Director is unavailable, employees should report to the President of the Board, or whatever member of the Executive Committee the President shall appoint for this purpose. Should an employee be unable to resolve written grievances with the Executive Director, the employee may consult with the President. The Executive Director, if needed, may bring written grievances to the Executive Council of the Board of Directors, or if unresolved, request resolution by the full Board.

### **3.2 Standards of Conduct**

Rules and regulations are kept at a minimum so the Manor can function with flexibility. However, this places responsibility for a high standard of employee conduct squarely on the employee. Thus, employees are expected to:

- Treat residents and visitors in a professional and courteous manner.
- Always dress neatly and appropriately in appearance.
- Take interest and ownership of your job responsibilities.
- Be dependable and punctual in attendance.
- Respect fellow employees.
- Assist other employees in their workload when appropriate.
- Be creative in the approach of your job responsibilities.

The following represents examples of unacceptable conduct:

- Unauthorized disclosure of confidential or related material or information.
- Deliberate or reckless action that causes damage to the Manor or employee property or physical injury to employees.
- Serious or continued violation of safety standards.
- Unauthorized use of Manor vehicles.
- Stealing Manor property; hiding, concealing or misappropriation of Manor property or the property of other employees, sabotage or willful damage to Manor property or the property of other employees or residents.
- A violation of the Manor's drug and alcohol policies stated herein.

### **3.3 Application for Employment**

All candidates for employment at the Manor must complete in detail, date, and sign the Manor's standard employment application form. The Manor will investigate any portion of the requested information and may deny or later terminate the employment of anyone giving false, misleading, or incomplete information. A background check as well as a reference check is part of the employment application process. The completed employment application form will be made part of the personnel file for those applicants accepted for employment. It is the policy of the Manor to request information from a prospective employee's previous employer(s) to obtain prior work records as it pertains to an application for employment.

### **3.4 Employment Classification/Status**

For purposes of federal and state wage and hour law, employees at the Manor are classified as either "Exempt", or "Hourly non-exempt" as set forth by §13(a)(1) of the Fair Labor Standards Act (FLSA) as defined by Regulations, 29 CFR Part 541 – per the following:

- **"Exempt"** employees include executive, administrative, and professional employees who are paid on a salary basis. "Exempt" employees are not required to receive overtime premium pay when they work more than forty hours in a defined seven-day work period.
- **"Hourly non-exempt"** employees are those whose positions do not meet the exemption tests of the FLSA, whose pay is based on hours worked, and who receive overtime compensation at a rate of 1.5 times their regular hourly rate for time worked over forty hours in a seven-day work period.

### **3.5 Starting Wage and Probation Period**

The introductory period is an extension of the employment selection process where newly hired, rehired, or transferred employees serve an introductory period of ninety (90) days. During this period, an employee will receive information and instructions on the duties of the position and the supervisor will have the opportunity to review employee progress and performance. If either employee or supervisor is not satisfied with these reviews during or at the conclusion of the introductory period, employment may be terminated. Introductory periods may also be extended for a period at Manor discretion. The use of this introductory period is not intended to affect At-Will employment status, nor does it imply that employment continues for the entirety of this period or beyond it.

### **3.6 Performance Reviews**

For each employee other than the Executive Director, the Manor wishes each employee to receive positive feedback in those areas in which he or she excels, and to become aware of areas in his or her performance, which need improvement and for the employee to take steps, often in conjunction with the immediate supervisor or the Executive Director to improve those areas. Within the first 30 days of employment, every employee will be given job-related objectives which detail the requirements and expectations of the position for which the employee was hired. All performance reviews are based on merit, achievement, job description fulfillment, and performance. Performance reviews are conducted every year, except for a three (3) month review at the end of your probationary period. The performance of employees shall be reviewed with their immediate supervisor. Annual reviews will generally occur during the month of January in each year to review performance over the prior year. Formal or informal performance review may be performed at any time - up to quarterly - as may be initiated by a supervisor or requested by an employee. The Executive Director is responsible for seeing that the reviews of employees are conducted. The Board President will prepare the Executive Director's evaluation and submit it to the Executive Council of the Board of Directors for their approval. All performance reviews shall be maintained in the employee's personnel file. The Executive Committee shall make the Board aware of the content of the reviews.

Formal performance review shall generally include at least the following steps:

1. The employee shall prepare an initial written self-appraisal of their performance – per a standard form – including:
  - An appraisal and descriptive overview of the employee's performance, for the period of review - (a) per the criteria cited in the standard form, and (b) relative to the employee's previously adopted *Development Plan* associated with the employee's prior performance review,
  - Proposed changes in duties, work hours, and/or compensation,
  - A *Development Plan* for the next year or period, and
  - Self-admitted areas in need of improvement.
2. After review of the above by the employee's supervisor, a private meeting occurs between the employee and the supervisor to:
  - Review the initial self-appraisal and comments,
  - Review comments as may be added by the supervisor, and
  - Identify any revisions to initial written performance appraisal that are mutually acceptable to the employee and supervisor.
3. A meeting of the employee's supervisor with the Executive Director or Board President to:
  - Discuss and edit, as may be warranted, to produce the final written performance appraisal and
  - Obtain the Board President's approval of proposed changes and the employee's *Development Plan*.
4. The final written performance appraisal is saved in the employee's employment file.

As for the Executive Director, the Manor wishes the Executive Director to receive positive feedback in those areas in which he or she excels, and to become aware of areas in his or her performance, which need improvement and for the Executive Director to take steps, often in conjunction with the President and Vice President of the Board to improve those areas. Within the first 30 days of employment, the Executive Director will be given job-related objectives which detail the requirements and expectations of the position. All performance reviews are based on merit, achievement, job description fulfillment, and performance. The first performance review shall be conducted on the anniversary date of the hire of the Executive Director, except for a three (3) month review at the end of the probationary period. Thereafter the annual performance review

and all recommendations for salary adjustments shall be made after adoption of the annual budget. The effective date of all salary increases, if any, and retroactivity of any salary adjustments shall be at the discretion of the Board of Directors. Formal or informal performance review may be performed at any time - up to quarterly - as may be initiated by President and Vice President. The President and Vice President are responsible for seeing that the review of the Executive Director is conducted. The Board President and Vice President will prepare the Executive Director's evaluation and submit it to the Executive Council of the Board of Directors for their approval. All performance reviews shall be maintained in the Executive Director's personnel file. The Executive Committee shall make the Board aware of the content of the review.

### **3.7 Wage Adjustments**

Compensation review shall be undertaken in concert with Performance Review as cited above. Factors considered in formulating salary adjustments include:

- A change in the employee's contributions and value to the Manor,
- A change in the employee's duties and responsibilities,
- Exceptional job and/or Manor success in the previous year,
- Comparable salaries within the Manor and at other companies,
- Employee fulfillment (or non-fulfillment) of performance objectives,
- Cost of living increases.

Any adjustments in employee compensation become effective during the first full pay period following review unless designated otherwise. An employee's compensation may be increased or decreased based on the above factors.

The Executive Director shall make wage adjustment recommendations for all employees to the Executive Committee. The President and Vice President shall make wage adjustment recommendations for the Executive Director to the Executive Committee. Except for the first annual review of the Executive Director on the anniversary of hire, all recommendations shall be made sufficiently in advance of preparation of the annual budget. The Executive Committee shall make their wage adjustment recommendations to the entire Board who shall vote on same after preparation of the annual budget.

### **3.8 Drug Testing [See also Sec 2.5]**

The Manor is committed to providing a safe and productive environment for all employees. Therefore, a random drug and alcohol policy is in place and job applicants and current employees may be asked to provide body substance samples (urine and/or blood) to determine illegal use of drugs or alcohol. Any applicant who fails the drug test will not be accepted for employment. Any employee who refuses to submit to drug testing is subject to disciplinary action up to and including termination of employment. A drug test is required after any work-related incident.

### **3.9 Motor Vehicle Record (MVR) Inquiry**

Employees who are required to drive Manor vehicles must provide the Manor with current and acceptable motor vehicle driving information. Employment and/or assignment will be conditional pending the receipt of a satisfactory report from the Florida Department of Motor Vehicles. Any employee operating a personally owned vehicle in the course of performing their job must provide proof of adequate automobile insurance.

### **3.10 Changes in Personal Information**

The Manor maintains confidential personnel records on each employee. These records contain important information, and it is imperative individual employee information is always current. Therefore, you should promptly notify the Human Resources Department of any changes related to address, phone number, email address, life event, and emergency contact information.

### **3.11 Attendance and Punctuality**

Regular attendance and timelines are essential to maintain efficiency in the normal operation of the Manor. The Manor relies on all employees to productively contribute to the Manor's success. Therefore, punctuality and regular attendance are expected of all employees. If you are absent for any reason or plan to arrive late or leave early, you must notify your supervisor and the executive director prior to the start of each scheduled workday. In the event of an emergency, notification shall be expected as soon as practical. When reporting an absence, you should indicate the nature of the problem causing your absence and your expected return-to-work date. A physician's statement may be required as proof of the need for any illness-related absence. A physician's certification must be provided to your supervisor in the event of an absence caused by a continuing illness of more than seven (7) days. Except as provided in other policies, an employee who is absent for three (3) days without prior permission or without proper notification will be presumed to have voluntarily terminated his or her employment as of the last day worked by the employee. The employee's final paycheck will be mailed to the last mailing address on file with the Manor with a letter of immediate termination and reference to this provision of the handbook.

Prior notification and approval by your supervisor are necessary for doctor appointments, dentist appointments, etc.

Occasionally an employee must arrive late, leave early, or otherwise be away from the office for work or personal reasons, other than pre-approved time off. In such circumstances, the employee must give his or her supervisor at least 24 hours' notice, when possible, of the need to be away from the office. If 24 hours' notice is impossible, then notice must be given as soon as the employee knows of the need. The notice must include:

- a. The reason for being out of the office,
- b. The office work hours the employee will keep that day, and
- c. The location and phone number where the employee can be reached.

Employees may be asked to make up lost time.

Within the framework described above, an employee may work "flexible hours" which allow the employee to fulfill their job duties and meet their personal needs. Abuse of this "flexible hours" privilege, including excessive tardiness and absence, will result in the suspension or loss of this privilege, as well as potential disciplinary action, up to and including termination. The description of the "flexible hours" shall be documented by the Executive Director and the employee and signed by both parties.

Excessive absences (whether excused or unexcused), tardiness or leaving early is unacceptable and will be grounds for discipline up to and including termination. Depending on the

circumstances, including the employee's length of employment, the Manor may counsel employees prior to termination for excessive absences, tardiness or leaving early.

Any employee who fails to maintain an acceptable attendance record will be subject to disciplinary action and/or termination. In addition, unexcused absences or tardiness may affect continued employment as well as promotions and/or raises.

The main contact number is listed below are for your convenience should you need to provide notification of any absence. Enter the applicable numbers for your supervisor in the spaces below.

<b>Main Number:</b>	<b>(772) 562-8575</b>
<b>Supervisor name:</b>	<b>Contact number:</b>

### **3.12 Pay Periods and Payroll**

Paychecks are distributed bi-weekly for work performed the previous 2 weeks. For purposes of the Fair Labor Standards Act (FLSA), the 7-day work period (week) begins each Wednesday at 12:01 a.m. and ends each following Tuesday at 12:00 midnight. The Manor will arrange for payroll deductions for federal and state income taxes, social security taxes, past due taxes, garnishments or other court-ordered wage deductions, loss, damage, misuse, or destruction of Manor property, etc. Other deductions for various insurance and retirement programs will be made upon your written authorization. Direct deposit is available for permanent full-time and part-time employees.

### **3.13 Overtime Pay**

Employees are expected to work overtime when the need arises. All non-exempt (hourly) employees who work over 40 hours in any given week will receive compensation at the rate of 1.5 their normal hourly rate for all hours more than the normal 40 hours in one week. Non-exempt employees may not work more than 40 hours in one workweek without prior approval from their supervisor and the Executive Director. Holidays, sick leave, and vacations are not considered time worked for the calculation of overtime pay.

### **3.14 Compensatory Time Off (Comp Time)**

In addition to earned time and holiday leave, the Manor provides its salaried exempt employees with time off when they work certain hours beyond their normal work schedule.

Compensatory time off (Comp time) is available only to salaried exempt employees at one hour for each hour worked over 40 per week, when averaged over a quarter. For example, if a particular quarter contains 14 weeks, then the employee accrues an hour of compensated time off for each hour worked over 560 hours (14 weeks X 40 hours).

Comp time will not be considered “hours worked” for purposes of calculating compensatory time accrual.

Accrued comp time must be taken (a) during the month that it is earned, or (b) the following month, or it will be lost. For comp time to be carried forward to the next month, the employee must notify the Executive Director by email of the employee’s intent to carry forward the accrued comp time. At the end of each quarter, a salaried employee must work or use vacation time to complete the equivalent of 40 hours per week over the quarter. Accrued comp time has no cash value and cannot be borrowed against, nor will it be cashed out upon separation from employment. Regarding the Executive Director, the above policies apply except all required notifications shall be made to the Board President.

### **3.15 Loans and Advances**

It is the policy of the Manor not to make loans or advances to any employee.

### **3.16 Benefits [See also Sec 4]**

The Manor offers benefits for full time employees in the form of paid time off for holiday leave and vacation time. Contact the Executive Director of the Manor for details of these benefits. The extent of your benefits will be set forth in your written offer of employment.

### **3.17 Main Office Hours**

The main office is normally open from 8:30 a.m. to 5:00 p.m. Monday through Friday.

### **3.18 Time Sheets**

All non-exempt employees will use a bi-weekly timesheet. Each employee is responsible for submitting time sheets that are filled out completely, accurately, and legibly. Employees are to complete their time sheets daily. Accurately recording time worked is the responsibility of every non-exempt employee. The paper timesheet must be signed by your department supervisor to verify the payment being submitted. Failure to obtain this signature will prevent this payment from being processed. Timesheets must be submitted by the required deadline to be paid during the regular payroll cycle.

Timesheets must be completed legibly, in ink, not pencil, with any changes or errors **lined out - not whited out** - and initialed by the supervisor approving the timesheet. Upon verifying this information and confirming that the employee has signed and dated the completed form, the supervisor must sign and date the timesheet and record the total approved hours. The employee and supervisor signatures verify the accuracy of the timesheet, which shall be maintained by the Executive Director electronically or in paper format.

### **3.19 Breaks and Lunches**

It is important to take lunch breaks at the times established by your supervisor

Lunch breaks for full-time non-exempt and part-time employees working at least 30 hours per week are generally one (1) hour and are included in compensated work time. Whenever possible, lunches are scheduled about halfway through a typical eight (8) hour workday. Exempt employees are allowed one (1) hour lunch breaks.

Although the work schedule sometimes requires a “short lunch” or lunch later all employees are expected to take a lunch break. A brief rest and nourishment are important to good health and successful performance.

Whenever you lunch on premises, it is your responsibility to clean the area when you are finished. No one has been assigned to wash coffee cups, clean utensils, microwave oven spills or the refrigerator.

## SECTION FOUR

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### **BENEFIT PROGRAMS**

## **BENEFIT PROGRAMS**

### **4.1 Benefits**

#### **A. Social Security/Medicare/Medicaid**

St. Francis Manor participates in the provisions of the Social Security, Medicare, and Medicaid programs. Employees' contributions are deducted from each paycheck and the Manor's contributes at the applicable wage base as established by law.

#### **B. Workers' Compensation and Unemployment Insurance**

Employees are covered for benefits under the Workers' Compensation Law. Absences for which worker compensation benefits are provided are not charged against the eligible employee's sick leave. To assure proper protection for employees and the Manor, any accident which occurs on the job must be reported, even if there are no injuries apparent at the time. Forms for this purpose are available from the Manor.

#### **C. Vacation/Paid time off (PTO)**

Details of PTO (paid time off ) are detailed in the offer of employment.

Employees who have been employed for over one year, who resign in good standing and give proper notice of termination, are entitled to receive payment of 50% of accrued PTO. However, if an employee has taken more hours than actually accrued at the time of resignation or termination, the used unearned PTO hours will be deducted from the employee's final paycheck. Employees who resign or terminate with less than one year's service are not eligible to be paid for accrued PTO. Temporary employees are not eligible for vacation time,

### **4.2 Holidays Observed**

- New Year's Day
- Memorial Day
- July 4<sup>th</sup>
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve (1/2 day)
- Christmas Day

Full-time employees (employees who continually work at least 35 hours per week) are eligible for holiday pay and are eligible for these observed holidays AFTER SUCCESSFUL COMPLETION OF THE PROBATIONARY PERIOD. Holiday benefits for part-time employees will be pro-rated in accordance with the hours regularly worked by the employee. Temporary or seasonal employees are not eligible for holiday pay unless they are scheduled to work on an observed holiday. Employees wishing to take religious holidays may substitute a religious holiday for one of those listed above, with advance approval from their supervisor and the Executive Director.

Holidays falling on a Saturday will normally be observed on a Friday. Holidays falling on a Sunday will normally be observed on a Monday. The Executive Director will designate the workday which will replace the weekend holiday.

#### **4.3` Medical Absences**

The Manor reserves the rights to request an explanatory note from an employee's physician should an absence extend beyond three (3) consecutive working days due to a non-job-related illness or injury. When an employee is absent from work for more than three (3) consecutive working days, management will review the situation to determine if there is a need to fill the position in the individual's absence.

Medical absences for periods more than six (6) weeks will be at the discretion of the Manor upon receipt of medical certification and business needs. Absence due to pregnancy, childbirth and related medical conditions will be treated the same as any other non-pregnancy-related illness or disability. The Manor adheres to all state and federal laws or as applicable under Section 2.4 (Family and Medical Leave Act of 1993) in this handbook. If health insurance is part of the employee's compensation package, it is the employees' responsibility to maintain insurance contributions, if applicable, while on a medical absence. Failure to submit payment to the Manor for insurance contributions will forfeit participation.

#### **4.4 Bereavement Leave**

In the event of a death of a relative (spouse, child/step-child, mother, father, grandmother, grandfather, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law) two (2) days paid funeral leave will be given in accordance with the hours regularly worked by the employee. This policy applies to all employees regularly working at least 30 hours per week. If additional time off is needed, please make a request to your supervisor for approval.

#### **4.5 Civic Responsibility (Jury Duty and Election Day Poll Workers)**

The Manor believes in the civic responsibility of its employees and encourages this by allowing employees time off to serve jury duty when required and to serve as nonpartisan Election Day poll workers when appropriate and approved.

##### Jury Duty:

If you are required to serve on a jury, you will be granted the necessary time off from work. For time served on jury duty, the Manor will pay employees the difference between his or her salary and any amount paid by the government, unless prohibited by law, up to a maximum of ten days. If an employee is required to serve more than ten days of jury duty, the Manor will provide the employee with unpaid leave. Employees must provide the Manor a copy of proof of service received by court in which they serve. You are expected to report to work during jury duty when not actually in court, i.e., you are released at 12:30 p.m. and are to report to work for the remainder of the work schedule for the day. You must provide a copy of the jury summons to

your supervisor as soon as possible so that arrangements can be made to accommodate your absence. If, in the Manor's judgment, your absence would create serious operational difficulties for the Manor, either you or the Manor may request that you be excused from jury duty.

### Election Day Poll Workers

The Manor will pay employees the difference between his or her salary and any amount paid by the government or any other source, unless prohibited by law for serving as an Election Day worker at the polls on official election days (not to exceed two elections in one given calendar year). While performing their official nonpartisan duties at the polls, Election Day workers may not engage in political activity or campaign for or against any candidate or ballot measure or act in any manner as a representative of the Manor in expressing an opinion. The Manor requires that employees provide proof of service for their time at the polls. Employees interested in using this benefit must have written approval from the Executive Director 30 days before the election. The Executive Director will assure that the employee's absence will not seriously interfere with the organization's operations.

## **4.6 Other Leave**

### Parental Leave:

The DC Parental Leave Act allows employees who are parents or guardians to take 24 hours of unpaid leave during a 12-month period to attend school-related activities. School events include but are not limited to parent-teacher conferences, concerts, plays, rehearsals, sporting events, and other activities where the child is a participant or the subject of the event, not a spectator. The employee must notify the employer 10 days before the requested leave unless the school-related activity was not reasonably foreseeable. The Manor reserves the right to deny the leave if granting the leave would disrupt Manor operations. While parental leave is unpaid, employees may elect to use accrued vacation or personal leave.

An employee is considered a parent or guardian for purposes of this Act if he or she is:

- Biological mother or father of a child; or
- Person who has legal custody of a child; or
- Person who acts as a guardian of a child; or
- Aunt, uncle, or grandparent of a child; or is
- A person married or in a domestic partnership to a person listed above.

### Leave of Absence without Pay

Employees have the right to take other types of paid and unpaid leave, pursuant to federal and state laws. These include, but are not limited to, time off to vote and military leave. Please check with your supervisor or the Executive Director if a personal circumstance arises requiring leave time. The Manor will review your situation and the applicable laws to determine the extent of additional leave, if any.

An employee may be granted a leave of absence without pay for sufficiently valid or necessary reasons. Requests for leave will be considered based on the employee's length of service, performance, responsibility level, the reason for the request, and the expected impact of the leave on the Manor. Accrued earned vacation time/PTO must be used prior to the start of a leave of absence without pay, except during medical leave of absence without pay. It is understood that following a leave of absence without pay, there is no guarantee of any kind of re-employment

offered the employee by the Manor unless the leave granted was for maternity leave or, unless specifically designated in writing by the Board President. Employees who return from leave without pay will receive first consideration for open positions, but they do not have a right to their previous position.

Examples of acceptable reasons for “leave without pay” include:

- Professional obligations to national organizations.
- Extended illness of employee or family member.
- Adoption, fatherhood, foster parenthood, or extended maternity leave.
- Slow business periods.
- Business or educational consultation.

Under no circumstances may a single leave of absence last more than three months. If an employee is unable, fails, or is not returned to full-duty work from an authorized leave of absence, regardless of reason, at the end of three months from the first day the leave began, his or her employment will automatically terminate—unless otherwise approved by the employee’s supervisor and the Board President. An employee will be considered unable to return to work if he or she cannot perform the essential functions of their previous position or newly assigned position, with or without reasonable accommodations.

#### Maternity Leave

Employees are allowed up to three months of unpaid maternity leave. The employee must identify the projected period of leave in writing at least 45 days prior to commencement of leave or otherwise as approved by the supervisor. At the end of the three-month period, the employee will be expected to return to the previous position or will forfeit their rights to the position—unless otherwise approved by the employee’s supervisor and the Board President prior to the commencement of leave.

#### Length of Service

Time spent on leave of absence without pay will be included in determining an employee’s length of service, provided he or she is returned to the payroll as a regular employee immediately following the period of leave of absence without pay.

#### Benefits

Benefits offered or not offered are per the employee’s letter of engagement.

During a leave of absence without pay, all benefits included in the employee’s engagement letter lapse including paid Holidays, in addition, earned vacation time and sick leave credits do not accrue during a leave of absence without pay.

SECTION FIVE

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**MANOR POLICIES AND PROCEDURES**

## **MANOR POLICIES AND PROCEDURES**

### **5.1 Proprietary Information and Confidentiality Policy**

In the course of employment, employees may be exposed to Manor confidential information. Confidential information is defined as confidential and proprietary information of the Manor to which the public does not have access. This will include donor lists and accounts, systems, procedures, policies, strategies, research, business plans, financial data, strategies, confidential reports, computer software, telephone lists, contract forms, files and all other information, knowledge, or data of any kind or nature relating to the services or business of the company. Confidential and proprietary information also includes any work product of the employee during his or her employment with the company including emails, reports, memorandums, research, and other similar documentation.

Employees are prohibited from disclosing or duplicating such confidential information to non-employees except when there is a business need to do so and such disclosure is approved by your supervisor. Upon termination of employment, the employee shall return all confidential information in the employee's possession. Employees are also prohibited from accessing files, databases, and other company resources which they do not have authorization to access. Those in violation of this policy will be subject to disciplinary action up to and including termination. Violations may also result in legal action.

### **5.2 Drug and Alcohol Abuse Policy [See also Sec.2.5; 5.3]**

The Manor has a vital interest in maintaining a safe, healthy, and efficient working environment for all employees. Employees under the influence of drugs or alcohol present safety and health risks to themselves, residents, and fellow employees, and they have a detrimental effect upon the Manor's high standards of performance and conduct and community reputation.

Therefore, the Manor adheres to a zero-tolerance attitude regarding the abuse of alcohol and drugs and strictly prohibits the unlawful manufacture, use, sale, purchase, transfer, distribution, or possession of a controlled substance and/or alcohol by an employee at any time in the course of their employment. Arrests for the violation of any state or federal law concerning the possession, sale or manufacture of illegal substance or the operation of a motor vehicle under the influence may result in immediate termination. Violation of any part of the above policy will result in disciplinary action up to and including termination.

Any Manor employee may work, under the influence of a legal drug (prescribed and over-the-counter drugs that have been legally obtained and are being used for the purpose for which they were prescribed or manufactured), if there has been a medical judgment the employee does not pose a threat to the employee's own safety or the safety of co-workers and the employee's job performance is not affected. However, when there is cause to believe an employee's physical or mental faculties or other performance may be impaired during work hours as a result of alcohol, prescription drug or non-prescription drug use, the Manor will require the employee to have a random physical examination which will include drug testing. A refusal by an employee to attend such a physical examination within a designated period, stated in a written notice to the employee, will result in discipline up to and including termination.

### 5.3 Safety Policy

The safety and health of our residents and employees is a foremost consideration.

A primary goal is to identify hazards and unsafe work practices, removing obstacles to accident prevention, and help evaluate the Manor's effort to achieve an accident and injury-free workplace. In that regard, the Manor pledges to do the following:

- Strive to achieve the goal of zero incidents, injuries, and illnesses.
- Provide mechanical and physical safeguards wherever they are necessary.
- Conduct routine safety and health inspections to find and eliminate unsafe working conditions, control health hazards, and comply with all applicable OSHA safety and health requirements.
- Train all employees in safe work practices and procedures.
- Provide employees with necessary personal protective equipment and train them to use and care for it properly.
- Enforce Manor safety and health rules and require employees to follow the rules as a condition of employment.
- Investigate accidents to determine the cause and prevent similar accidents.

All employees have responsibility for their own safety as well as for the safety of fellow employees and residents. Employees are also expected to participate in the safety program, which includes immediately reporting of accidents, hazards and unsafe work practices to a supervisor or the Executive Director and participating in and supporting Safety Plan activities.

#### Safety Rules and Guidelines

To ensure your safety and that of other employees, please observe and obey the rules and guidelines as outlined below. Any employee who disregards any Manor safety rule and/or regulation is subject to disciplinary action up to and including termination of employment.

Regarding these rules, the following will be considered standard procedure for all employees:

- Should a safety regulation be modified so that an employee's safety is something less than it should be the employee should inform the supervisor immediately.
- All questions concerning the reason for doing something in a certain manner may be asked of any member of management at any time.
- Employees' decisions should always be guided by the Manor's commitment to safety.

The most important part of safety is YOU. It is your responsibility to abide by the safety rules; rules are made for your protection.

- Report all accidents, injuries or damage to equipment or property to your supervisor or manager immediately.
- Alcohol and narcotics are forbidden at all times. This includes possession, use or being under the influence of any substance, except as outlined in Section 2.5.
- Disruptive conduct, loud or abusive language and profanity are prohibited.
- Violence and intimidation are prohibited.
- No horseplay or practical joking is permitted.
- Unauthorized removal, alteration or damage to safety guards, devices or signs is not permitted.
- Smoking is permitted only in designated smoking areas. Consult your supervisor for approved smoking areas. Always dispose of all smoking materials in receptacles provided for that purpose.
- Keep break areas free from litter and debris. Pick up debris and litter when you are finished eating and place in the proper containers. If you drop it, please pick it up. If you spill it, please wipe it up. Remind your co-workers as well.
- Keep work areas free from litter and debris. Serious and painful injuries can be caused by items, spilled food, or liquids left on the floor. Pick it up before someone trips or slips.
- Deposit oily rags, paint-soaked or fuel-soaked rags and drop cloths in a well-ventilated waste container marked for that purpose.
- Do not ride on any part of any vehicle or trailer being towed other than in a seat designed to carry a passenger.
- Do not operate any machine or power tool if a guard has been removed, altered, or damaged or if you have not been trained properly. Do not operate any tool or appliance with a frayed, cut, or exposed cord. Never operate or work around machinery while wearing jewelry or loose clothing that can be caught in machinery or cause injury.
- Always wear safety goggles when operating power saws, trimmers, drills, and sanders or when using compressed air. Use protective mask and safety equipment when operating a bench grinder or welding equipment.
- The use of headphones/ear buds is not allowed for employees unless specifically approved by Management.
- Footwear must be clean and in good repair and safe for the job duties performed.
- When you lift:
  - Judge the load before you attempt to lift it. Ask for help even if you think you do not need it. Do not over lift just to demonstrate your strength.
  - Get a good footing. Bend at the knees. Get a good grip.
  - Keep your back as straight as possible. Lift by straightening the legs, not by bending the back.
  - Do not run. WALK and LOOK when you are walking.
  - Use common sense in all activities, both on and off the job. It is the best safety policy you have!

Employees who are injured on the job are covered by Workers' Compensation insurance. This insurance carries a measure of protection for a job-related incident, injury or illness while

performing duties assigned by the Manor.

It is your responsibility to immediately notify your supervisor of any injury regardless of the nature or severity. Documents must be completed immediately relating to any incident, injury or illness and are available from your supervisor.

#### Workers' Compensation and Job Safety

The Manor strives to create a safe environment for its employees and visitors. If an employee is injured on the job, the Manor will work to ensure that the employee received both proper medical treatment and any compensation that is due under the law. If injured, notify your supervisor and the Executive Director immediately of the injury and any Workers' Compensation claim; the supervisor may provide first aid or if appropriate, arrange for transportation to a local hospital. The Executive Director will coordinate any warranted Workers' Compensation claim process.

### **5.4 Loss Prevention - Anti-Theft Policy**

The Manor has no tolerance regarding theft of property, either physical or intellectual, or the property of any employee, resident, or visitor on Manor premises. Theft is a criminal offense and a serious violation, which will result in immediate termination of employment and criminal prosecution. The Manor will aggressively pursue any theft on our premises and will fully prosecute violators in accordance with the law. There is no tolerance for a violation of this policy.

Employees are encouraged to report any suspicious impropriety or proof of employee dishonesty to their immediate supervisor and should be aware that Management will treat such a report in a confidential manner. The Manor will not retaliate against any employee for any good faith report of misconduct regardless of the outcome of the investigation. A member of the Management team will be responsible for confidentially investigating and acting upon any report of misconduct. If guilt is proven or admitted after an impartial investigation, the dishonest employee(s) will be immediately terminated and face criminal prosecution.

### **5.5 Ethics Policy**

As a non-profit organization, the Manor is a community asset. As such, it is of paramount importance that we conduct our day-to-day activities in an ethical and responsible manner. A balance of independence and impartiality by employees when working with vendors, sub-contractors and residents is essential to maintaining confidence and trust in the Manor. Employees are expected not to use their position within the Manor for personal gain. Thus, it is important ethical behavior is always endorsed and promoted.

### **5.6 Professional Attire and Conduct**

It is the intent of Manor Management for work attire to complement and reflect an efficient, orderly, and professionally operated organization. Therefore, the objective of this policy is to allow employees to work comfortably yet project a professional image for residents, vendors, and community visitors. The Manor expects employees to contribute to a favorable work environment by performing their responsibilities in a professional, competent, enthusiastic, mature, and committed manner, and to show courtesy to coworkers and the public. If an employee cannot or will not commit themselves to professional conduct and appropriate attire, he or she will be

terminated. To retain an unsuitable employee does a disservice to the employee, the Manor, and its employees and residents, and ultimately affects the Manor's image and efficiency.

Employees are required to use common sense and sound judgment in their conduct, always behave in an honorable, safety-conscious, and business-like manner, and to treat residents, coworkers, supervisors, and visitors with respect. Employees are expected to always remain professional in attitude, attire, mannerisms, and tone of voice.

Clothing suitable to the occasion shall be worn to reflect the dignity of the Manor and decorum of the situation.

### Compliance

All employees should use their best judgment in maintaining acceptable attire and appearance. However, Management reserves the right to determine attire appropriateness. Employees who are improperly dressed may be sent home to change clothes. If an employee is warned regarding unacceptable attire and/or sent home on multiple occasions, a written warning will be issued and placed in his or her personnel file. Continued disregard of dress attire policy standards may be cause for further disciplinary and corrective action, up to and including termination of employment.

## **5.7 Computer, Internet, E-Mail, and Voice Mail Use Policy**

The Manor provides access to the Internet to support business purposes and work-related activities, and no use of the Internet should conflict with the primary business purpose of the Manor or with applicable laws and regulations. Any computers and software are provided to employees to perform their work function. No additional programs may be loaded onto any computer without prior approval. Employees are advised that they have no right to privacy when using any of the above-named systems.

The Manor prohibits the use of computer, Internet, email, instant messaging, and voice mail systems in ways that are disruptive to other employees, i.e., the display or transmission of sexually explicit images or cartoons, ethnic, racial, religious, sexist, or age-related slurs or jokes, or anything that may be construed as harassment or showing disrespect for other employees. Employees are also prohibited from using any of the above-listed systems to copy, disseminate or print copyrighted materials, engage in personal, non-company-related activities for gain or profit, any illegal activity, any type of hacking, or to access, view, or store pornographic or other obscene materials.

Employees should notify a member of management or the Board of violations relating to this policy. Employees who violate this policy will be subject to disciplinary action up to and including termination of employment.

## **5.8 Vehicle Safety Policy**

The Manor is committed to promoting safety and responsible driving for all employees. In that regard, the Manor endorses all applicable state and federal motor vehicle laws and regulations pertaining to the operation of motor vehicles. The following safe driving practices have been established to reduce the risk of incident or injury.

- Always buckle up, driver and passenger(s), and keep your hands on the wheel and your eyes on the road.
- Obey all driving laws and safety rules such as adherence to posted speed limits and directional signs, use of turn signals, and avoidance of offensive behavior while driving.
- Under no circumstances attempt to keep a specific time of arrival promise by breaking traffic laws or by driving in an unsafe manner. If following posted speed limits will make you late for work, stop, call your supervisor, and advise that your arrival will be delayed.
- Use hands-free technology regarding the use of cell phones, and never use wireless data services such as text messaging, Web browsing or email while operating a vehicle.

**Manor-owned vehicles** are to be used by authorized employees and for business purposes only.

The following are specific policies related to Manor-owned vehicles:

- Driver must possess a valid driver's license and shall have no more than one (1) minor moving traffic violation within a 12-month period.
  - An employee convicted of one or more major violations (driving under the influence of alcohol or drugs, reckless operation of a vehicle, hit and run, driving under suspension) or who have more than one (1) minor moving violation in the preceding 12-month period will not be eligible to drive a Manor vehicle.
  - Should an employee be convicted of a major violation after becoming a driver of a Manor vehicle, the employee must notify the Executive Director of this conviction by the next business day or privileges to drive a Manor vehicle may be revoked.
- Employee must be listed on the approved driver list to operate a Manor-owned vehicle.
- No one, other than an authorized Manor employee, is permitted to operate a Manor-owned vehicle.
- No one, other than an authorized Manor employee resident or others approved by the Executive Committee, is permitted to ride in a Manor-owned vehicle for Manor sponsored events.
- A monthly vehicle maintenance checklist must be completed; exterior and interior to be kept neat and clean.
- In the event a Manor vehicle has been assigned to an employee, the employee is responsible for ensuring the vehicle is properly maintained.
- Only the driver assigned to the vehicle is authorized to sign for gasoline, oil, etc.
- All charge receipts must include the name and address of the vendor, the date of purchase, the number of gallons purchased, the amount paid, the vehicle ID number, the license tag number the license plate number, and the mileage on the odometer.
- Distractions such as eating, and drinking should be refrained from or at least kept at a minimum while driving.
- Smoking is not allowed in any vehicle.
- Driving a Manor vehicle after using alcohol or drugs is strictly prohibited. Alcoholic beverages, illegal drugs or chemicals are not allowed in a vehicle at any time, other than pre-approved purchase or transport of unopened alcohol for a Manor event or unopened personal purchases for a resident being transported by a Manor employee.
- Any equipment discrepancies or vehicle damage should be reported to the Executive Director. Inspect the vehicle before using and report any existing problems. Vehicles

thought to be unsafe should not be taken out on the road under any circumstances.

- Vehicles should be locked when not in use.
- Vehicle's maintenance (oil changes, tire rotation, etc.) must be followed according to the manufacturer's schedule.
- Any employee who misuses a Manor-owned vehicle will be subject to dismissal.
- Any damage to a Manor-owned vehicle caused by employee carelessness or misjudgment is the responsibility of the employee. This includes insurance deductibles.
- Vehicles are not to be used to visit establishments that, by the vehicle's presence, would cause embarrassment to the Manor.
- Unless approved by the President, personal use of a Manor vehicle is prohibited.
- Any accident involving a Manor vehicle must be reported immediately to law enforcement authorities within the jurisdiction where the accident occurred and to the Executive Director. In the event of an accident, admit no liability, make no statement about damage payment, and move the vehicle only when instructed by law enforcement personnel. Drivers of a Manor vehicle are responsible for all citations received because of an accident, exceeding the speed limit, illegal parking, expired inspection and/or registration or other moving or non-- moving violations.
- Any employee who fails to comply with any of the above listed policies will be subject to disciplinary action up to and including immediate termination.

### **Personal Vehicle Use for Manor Business**

- There may be instances during a workday where an employee may need to use a personal vehicle for business purposes. If that type of situation should arise and unless the task is specifically defined in the employee's job role (i.e., courier), the employee **MUST** obtain authorization from the Executive Director prior to leaving company property. Employees must receive specific authorization for each trip. Also, if such use is approved, the employee driving his or her personal vehicle is explicitly subject to the same policies as listed above for drivers of Manor-owned vehicles.
- Any employee who fails to comply with any of the above listed policies will be subject to disciplinary action up to and including immediate termination.

SECTION SIX

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**EMPLOYEE PROGRAMS AND PROCEDURES**

## **EMPLOYEE PROGRAMS AND PROCEDURES**

### **6.1 Expense Records**

All employee expenses shall be pre-approved by the Executive Director, except in the event of exigent circumstances. All expense records (including gasoline credit card receipts) must be submitted upon return to the Manor. Documentation for all expenses is required. Any item that is not accompanied by a receipt will not be approved.

### **6.2 Personal Telephone Calls**

Personal telephone calls, whether utilizing the Manor phone system or a personal cell phone, should be made and received only when necessary and with the intention of keeping the call to a minimum.

### **6.3 Smoking**

To provide and maintain a safe and healthy work environment for all employees, smoking is not permitted in any Manor building. Smoking is not permitted in front of the office building and is only permitted in designated space. Your supervisor can identify the permitted area. Employees who violate the smoking policy will be subject to disciplinary action up to and including immediate termination.

### **6.4 First Aid**

All Manor offices are equipped with first aid kits. Please check with your supervisor for the nearest location to your assigned work location. In a serious medical situation, call for emergency medical help immediately. When time is of the essence to care for the individual, apply medically appropriate procedures or intervention until help arrives.

### **6.5 Parking and Personal Property**

The Manor does not assume responsibility for damage to or loss of personal property including damage to vehicles. Lock your vehicle and secure any valuables. Use caution while driving on Manor property; speeds more than 5 mph are unsafe and not permitted.

### **6.6 Travel Expenses – Travel Reimbursement Policy**

#### **Purpose:**

- (a) To implement a consistent and purposeful approach to managing all travel-related procedures, including but not limited to approval, booking, and expense reimbursement.
- (b) To establish cost controls following the Department of Labor (DOL) and IRS standards.
- (c) To set forth expense reimbursement guidelines for vendors, consultants, and staff.

#### **Travel Procedures:**

Any person expecting to engage in business-related travel, requiring reservation of overnight accommodations, airfare, or other modes of transportation, must obtain the proper travel forms from his or her department manager. Upon receiving approval for travel via management signature, the completed Travel Request Form should then be submitted to the Travel

Coordinator. Ordinary and necessary<sup>1</sup> expenses incurred during business travel are initially the responsibility of the traveling party and are reimbursable following the submission of an expense report to the Executive Director or Treasurer. It is the responsibility of the traveling party to acquire, maintain, and submit itemized receipts in correlation with the expenses. To qualify for reimbursement, expense reports and receipts should be submitted within 30 days.

**Reimbursable Expenses:** Expenses for vendors and consultants are reimbursed as applicable per contract.

- Meals: The Manor will reimburse meal expenditures for business purposes, up to but not exceeding the Federal Per Diem Rate, including gratuities. Receipts for meals must be itemized.
- Vehicle Mileage: When the use of a personal vehicle is necessary, mileage shall be reimbursable based on the maximum standard mileage reimbursement rate issued by the IRS.
- Fuel: Receipts must be submitted with expense report.
- Parking: Fees associated with parking for business-related travel are reimbursable and do not include parking violations incurred due to negligence of the traveler.
- Lodging, Airfare and Ground Transportation: Reservation inquiries should be directed to the Travel Coordinator. If the traveling party becomes responsible for booking travel accommodations or transportation, the traveler should use a cost-efficient approach. Participation in hotel, airline, or other reward programs must not influence selection.
- Entertainment: Entertainment expenses are reimbursable only when causally related to conducting business or resulting in a specific benefit for the business.
- Miscellaneous Purchases: The Manor will reimburse for miscellaneous purchases only when the purchase is causally related to conducting business.

**Non-Reimbursable Expenses:**

- Family/Spousal Travel
- Alcoholic Beverages
- Personal Entertainment
- Cancellation/No-Show Fees: Fees incurred due to negligence of the traveler are not reimbursable.
- Travel Insurance
- Lost/Stolen Items
- Upgrades, Priority Boarding, & Excess Baggage: Changes to reservations resulting in excess fees are not reimbursable by the Manor unless approved in advance. Exceptions for excess baggage will be made if the duration of travel is longer than 5 days.

**Additional Information:**

Guidelines pertaining to expense reimbursement will be reviewed annually to ensure compliance with DOL and IRS standards. All parties should review reimbursement guidelines before using personal funds for business-related expenses and are expected to use good fiscal judgment when incurring costs to the business. Categories not listed as non-reimbursable are not automatically subject to reimbursement. Requests for exceptions must be submitted to management prior to costs being incurred. Additional questions or concerns should be directed to the Travel Coordinator or the Finance Department.

<sup>1</sup> Under the IRS Tax Code, an expense incurred in the operation of a trade or business must be an ordinary and necessary expense of the trade or business. An expense that is incurred can be "ordinary" if it is considered normal for a taxpayer in a

similar trade or business to incur such an expense. "Necessary" distinguishes a business expense from a personal expense. In order to qualify as a "necessary expense", the expense need not be vital to the business's continuation and need only be appropriate or helpful to the business. (IRC § 162)