



**DENINYBYRNE**  
at M A R Y F I E L D  
A Continuing Care Retirement Community

# EMPLOYEE HANDBOOK

Dear Employee:

On behalf of all the Sisters it is my privilege to welcome you to Pennybyrn at Maryfield. Thank you for joining us! We want you to feel that your association with our facility will be a mutually beneficial and pleasant one.

You have joined an organization that has established an outstanding reputation for quality care. Credit for this goes not only to the Sisters who founded Pennybyrn at Maryfield over sixty years ago, but to every one of our employees down through the decades for their continued commitment, enthusiasm and dedication, always showing the utmost respect for those in their care. We hope you, too, will find satisfaction and take pride in your work here.

This handbook provides answers to most of the questions you may have about Pennybyrn at Maryfield's benefit programs, as well as the company policies and procedures we abide by. If anything is unclear, please discuss the matter with your Leader or Human Resources. You are responsible for reading and understanding this handbook, and your performance evaluations will reflect your adherence to Pennybyrn at Maryfield policies. In addition to clarifying responsibilities, we hope this handbook also gives you an indication of Pennybyrn at Maryfield's interest in the welfare of all who work here.

From time to time, the information included in our Employee Handbook may change with or without notice to employees. However, every effort will be made to keep you informed through suitable lines of communication, including postings on the company bulletin boards and/or notices sent directly to you in-house.

Again, welcome to Pennybyrn at Maryfield. May your work here prove to be a part of the tradition of delivering outstanding care to our residents; the quality care that has always been the hallmark of Pennybyrn at Maryfield.

Sincerely,

*Sr. Lucy Hennessy, S.M.G.*  
CEO

## NOTICE

This Employee Handbook has been prepared to inform you of Pennybyrn at Maryfield's philosophy, employment practices, and policies, as well as the benefits provided to you as a valued employee.

The policies in this Employee Manual should be considered as guidelines.

- Pennybyrn at Maryfield, at its discretion, may change, delete, suspend or discontinue any part or parts of the policies in this Employee Handbook at any time without prior notice as business, employment legislation, and economic conditions dictate.
- Any such action shall apply to existing as well as future employees.
- Employees may not accrue eligibility for monetary benefits that they have not become eligible for through actual time spent at work.
- Employees shall not accrue eligibility for any benefits, rights, or privileges beyond the last day worked.
- No one other than an authorized Human Resource representative for Pennybyrn at Maryfield may alter or modify any of the policies in this Employee Handbook. Any alteration or modification of the policies in this Employee Handbook must be in writing.
- No statement or promise by another employee, including leadership, past or present, may be interpreted as a change in policy nor will it constitute an agreement with an employee.

Should any provision in this Employee Handbook be found to be unenforceable and invalid, such finding does not invalidate the entire Employee Handbook, but only that particular provision.

Pennybyrn at Maryfield reserves the right to revise, supplement and rescind, or deviate from any policy or provision of these guidelines from time to time, with or without notice, at its sole and absolute discretion, consistent with all applicable federal and state laws. All prior policies in conflict with these policies are superseded.

**“THIS HANDBOOK IS INTENDED FOR GUIDANCE AND IS NOT A CONTRACT OF EMPLOYMENT NOR IS IT INTENDED TO CREATE A CONTRACT OF EMPLOYMENT. ALL EMPLOYEES AT PENNYBYRN AT MARYFIELD ARE EMPLOYED FOR AN INDEFINITE TERM, AND EMPLOYMENT MAY BE TERMINATED, WITH OR WITHOUT CAUSE OR NOTICE, AT ANY TIME, AT THE WILL OF EITHER THE EMPLOYEE OR THE COMPANY.”**

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## EMPLOYMENT POLICIES AND PRACTICES

### Employee Work Commitment

In accepting employment with Pennybyrn at Maryfield, employees assume certain duties, responsibilities and relationships, which are to be observed in fulfilling the requirements of their positions. Your personal and professional conduct directly reflects the quality of service that can be expected from our organization. It is your responsibility to perform job functions according to the highest ethical standards. You are expected to use the mission, values, philosophy, policies and procedures of Pennybyrn at Maryfield as guidelines for the performance of your duties. In addition to those items reflected in their job descriptions, all employees are expected to observe the following:

1. To work conscientiously toward achieving the goals and objectives of Pennybyrn at Maryfield in keeping with its philosophy, mission, policies and procedures.
2. To support the total quality concepts and teamwork approaches valued by the organization through active commitment to its quality processes and initiatives and assistance to others throughout the organization.
3. To perform assigned duties and responsibilities at a high level of quality, accuracy, efficiency, integrity, and effectiveness.
4. To work cooperatively with employees and volunteers. To respect their opinions, views and actions as individuals and to use appropriate behaviors and/or channels to resolve differences.
5. To be punctual and to plan assigned duties to achieve effective and productive use of time. To request and use leave with respect for others' schedules and needs and in keeping with requirements of policies and procedures.
6. To respect the privacy of the people served by Pennybyrn at Maryfield and to use information gained in relationship with them in a responsible manner. To keep and hold confidential all information in accordance with Pennybyrn at Maryfield policies, especially information regarding residents.
7. To be responsive to the guidance, directions, and instructions of Pennybyrn at Maryfield management and Board members.
8. To speak publicly only as an individual, except when designated to speak as a representative of Pennybyrn at Maryfield.
9. To be constantly mindful of the obligation Pennybyrn at Maryfield and its employees have for the welfare and care of the residents served by Pennybyrn at Maryfield.
10. To maintain an appearance and attitude towards residents and the public that is consistent with high business and professional standards.

## Our Mission

Pennybyrn at Maryfield, a full service retirement community sponsored by the Poor Servants of the Mother of God, a Catholic Congregation of Sisters, is committed to demonstrate God's love for the lives we touch.

## Our Values

- We are a faith based ministry of the Roman Catholic Church that embraces people of all faiths, creeds, and color. Together, we create a culture of spiritual nourishment. *All for the Glory of God* - we bear witness to Christ's love in our daily striving.
- Pennybyrn at Maryfield is each resident's home. The established customs, protocols, and respect surrounding the sanctity of a person and their home is paramount...whether it be an individual or small group home.
- Residents have the power, freedom, and inherent right to make their own choices, to have lives of meaning and purpose, and to control their own environment through individual/collective decision making and representative governance.
- Each person deserves love, honor, acceptance, and dignity which are demonstrated through listening, respect, acknowledgement, sincere response, kindness, compassion, and understanding. We strive to treat one another as we wish to be treated.
- We encourage building a vibrant and active community while also respecting privacy and individual pursuits. We believe that successful community is built on the foundation of individual relationships and a sense of belonging.
- We have a passion for our mission and values and are determined to hold one another accountable as we strive to live them out.
- We guard against programs or actions that do not fit our mission and values, yet remain aware and responsive to new opportunities as they present themselves. We aim at clarity and prudence in our organization, planning, implementation, and evaluation.
- We are grateful for, and are good stewards of the resources we have been provided: people, capital, property, time, heritage, mission, and values.
- We are committed to financial health and stability as a strategy for mission perpetuity.
- We set high standards and continually "raise the bar" of our service quality. Our policies and procedures shall be designed to reflect our shared values and standards. We believe this to be a bedrock for resident and family confidence in our services.
- We strive to make our organization open, just, and transparent in purpose, action, and communication. We seek high involvement with all stakeholders in the growth of Pennybyrn at Maryfield's community life. Each person is highly valued which is reflected in our individual, team and organizational behavior.

- We organize ourselves in service through interconnecting self-led teams, supported by values-driven resource bearing leadership principles in our service. We actively seek to make leaders of everyone in the organization and deemphasize bureaucratic authority and hierarchy. This is a journeying process that will constantly change. It is a way of life and not merely a program.
- We understand that learning from mistakes is a part of success. Therefore, we support and encourage one another in such times as a way to learn, build strength, resolve, and self confidence.
- We are committed to accountability, self-discipline and integrity as individuals and teams. We encourage honesty, objectivity, feedback, and mutual evaluation as pathways to growth.
- We are a learning/teaching organization both in and outside the organization. We mentor and are mentored in a way that produces growth in individuals, teams, and organizations. This is not a means to an end, but an end in and of itself.
- Our physical spaces are intended to be comfortable, pleasant, inviting, clean, functional, and friendly as a vehicle for meaningful interaction and relationship building.
- We believe that art, culture, recreation, and nature feed the human spirit. We actively seek opportunities to make them significant aspects of life.
- We believe that communities and their elders must strengthen the relationships and interdependence between them. We are committed to that pathway in our organization's life.
- We treasure the interwoven heritage and shared mission of the Triad community and the Poor Servants of the Mother of God. In our eyes, the Triad, the Sisters, and Pennybyrn at Maryfield are all one and the same.
- We celebrate life, its new beginnings, and its passages. We recognize that age is a natural process of human development, beginning at birth and continuing through death. We honor and celebrate death as a passage to a new beginning.
- "We should enjoy ourselves and have a right good time"\*. We enjoy fun, humor, and laughter in life.

*\* As stated by Mother Magdalen Taylor*

### **Equal Employment Opportunity Policy (EEO)**

Pennybyrn at Maryfield is an equal employment opportunity employer. Employment decisions are based on merit and business needs, and not on impermissible factors such as race, color, national origin, gender, age, religion, veteran status, physical or mental disability or any other factor protected by law. Pennybyrn at Maryfield complies with the law regarding reasonable accommodations for disabled employees.

It is the policy of Pennybyrn at Maryfield to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). Pennybyrn at Maryfield will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. Pennybyrn at Maryfield will also make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that any accommodations made do not impose an undue hardship on the company.

Equal employment opportunity notices are posted as required by law. These notices summarize the rights of employees to equal opportunity in employment and list the names and addresses of the various government agencies that may be contacted in the event that any person believes he or she has been discriminated against.

Leadership is primarily responsible for seeing that the company's equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone.

Any employee, including leaders, involved in discriminatory practices will be subject to discipline up to and including termination.

### **Harassment Policy Statement**

Harassment is verbal or physical conduct that denigrates or shows hostility toward an individual because of his/her race, color, religion, gender, national origin, ancestry, age, or disability, and that creates an intimidating, hostile, or offensive working environment. Harassment may include, but is not necessarily limited to, epithets, slurs, jokes, or other verbal or physical conduct relating to an individual's race, color, religion, gender, national origin, age, or disability. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature that creates an offensive or hostile work atmosphere.

Behavior of this nature is unprofessional and can distract employees from performing their job functions. Therefore, any form of unlawful harassment, including unwelcome sexual advances, requests for sexual favors, or verbal or physical conduct that has sexual connotations will not be tolerated. (Such behavior by vendors and other non-employees who have reasons to be on Company premises or who otherwise have dealings with our employees also will not be tolerated).

Any employee who believes that he or she is being sexually harassed or harassed on the basis of race, color, religion, gender, national origin, ancestry, age, or disability should promptly take the following steps:

1. Go to your immediate leader and, orally or in writing, state the specific details of the sexually harassing or other type of harassing behavior. If you so desire, you may report the behavior directly to Human Resources, or to any other leader.
2. The policy of this Company is to listen to all reasonable grievances, investigate with due regard for confidentiality, and quickly apply appropriate sanctions that will end any offensive behavior.

### 3. VIOLATION OF THIS POLICY BY ANY EMPLOYEE SHALL SUBJECT SUCH EMPLOYEE TO DISCIPLINARY ACTION UP TO AND INCLUDING IMMEDIATE TERMINATION.

Pennybyrn at Maryfield's system for resolving grievances is available to employees without fear of retaliation. An employee who believes retaliation has resulted from the reporting of a sexual harassment or other harassment grievance should immediately report this to Human Resources.

All leadership positions are responsible for preventing and eliminating harassment, including sexual harassment, in their respective areas. If you have any questions concerning this policy, please contact Human Resources.

#### **Resident Confidentiality**

As an employee of Pennybyrn at Maryfield, you are expected to protect the resident's right to privacy. Employees are required to hold confidential all information obtained through resident records, written and verbal communication and personal contact with residents or their families.

Employees are required to also keep confidential and not disclose any company confidential information such as marketing strategies, policies, procedures, systems, client lists, vendor lists, and other related information, either during or after employment. This information is proprietary and must not be given out or shared with others not authorized to receive it whether inside or outside the company or used directly or indirectly for an employee's benefit.

Residents and suppliers entrust the company with important information related to their personal lives or businesses. The nature of our relationships with residents and suppliers requires maintenance of confidentiality. Employees who may be asked for information by persons outside the company or their department should refer the inquirer to the person in the company authorized to supply the information requested.

No one is permitted to remove or make copies of any company records, reports or documents without prior approval by management. Employees are required to sign a statement upon hire, which is kept in their personnel file that acknowledges their responsibility for maintaining confidentiality of resident and proprietary information. Disclosure of any confidential information is a violation of this policy and could result in termination, as well as legal action.

#### **Definition of Employment Status**

**Employment-At-Will:** Employees with Pennybyrn at Maryfield should understand that the employment of all personnel is at the will of Pennybyrn at Maryfield and the particular employee and that the employee and/or Pennybyrn at Maryfield may terminate the employment relationship with or without cause and with or without notice at anytime. In no case or circumstance should written guidelines, such as this handbook, or policy statements be considered or interpreted to be a contract of employment between Pennybyrn at Maryfield and the employee.

**Recruitment:** Applicants will be recruited through job announcements, advertisements, community resources, and referrals. We continually strive to employ the most qualified people for each position. If you wish to refer an applicant or to be considered for a job opening, please direct the inquiry to Human Resources.

**Work Year Defined:** The term "work year" or "years" relating to policies and procedures or employee benefit information is defined as a continuous twelve (12) month employment period beginning on an employee's date of hire and ending on the following anniversary of that date.

The first ninety (90) days of employment immediately after hire will be considered an introductory period. Annual reviews will be given on the employee's anniversary date or promotion/transfer date.

**Introductory Period (new employee):** The first ninety (90) days of employment for all new employees of Pennybyrn at Maryfield is considered to be an introductory period. The introductory period is a time for training and evaluating a new employee. During this ninety (90) day period, each new employee has an opportunity to demonstrate his/her ability, skills and performance, as well as have an opportunity to discover whether they would enjoy working at Pennybyrn at Maryfield.

Pennybyrn at Maryfield, as your employer, will evaluate your work performance, including attendance, and your ability to work well with others. Termination of employment may occur without notice at any time during this period. An extension of the introductory period may be offered to allow an opportunity for the employee to demonstrate potential and progress should performance not be at acceptable levels.

During this ninety (90) day period of evaluation, full-time employees are eligible for enrollment in group Major Medical insurance, Dental insurance, Life and Accidental Death and Dismemberment (AD&D) insurance, and Short and Long Term Disability. Medical Insurance benefits are effective after sixty-one (61) days of employment. Other insurance/benefits are effective after ninety (90) days of employment. Introductory employees are not eligible for Paid Time Off. After completion of the introductory period, the employee will be considered eligible for all applicable benefits as a regular employee. The successful completion of the introductory period does not alter the at-will employment relationship.

**Work Probation Period (current employee):** If your performance, work quality, attendance and/or attitude are below satisfactory levels, Pennybyrn at Maryfield reserves the right to establish a work probation period. During this period, you will meet with leadership and establish specific areas to improve performance. Discussion will be made to determine what areas are lacking and what performance goals need to be met by a specific date. If at the end of this period the improvement goals have not been reached, you will be subject to termination. During this established work probation period regular employee benefits, if any, will not be affected.

**Employee Classification:** The following classifications are in compliance with the Fair Labor Standards Act (Wage - Hour Law) and are applicable to positions held within the Company.

- 1. Exempt Employees:** Employees, who are salaried, eligible for all benefits, perform managerial, administrative or professional duties are exempt from the minimum wage, and overtime provisions of the Fair Labor Standards Act (Wage and Hour Law) as amended. Exempt employees normally perform their work during normal business hours and must meet attendance standards.
- 2. Non-Exempt Employees:** Employees who are eligible for the overtime pay and minimum wage regulation provisions of the Fair Labor Standards Act (Wage and Hour Law) as amended. These employees comply by reporting all time worked through our timekeeping system. All hours

worked in excess of 40 hours per week are compensated with overtime pay.

3. **Regular Full-Time Employees:** Employees who normally work at least 72 hours per pay period are eligible for all employee benefits, excluding special Baylor shift employees.
4. **Regular Part-Time Employees:** Employees who average less than 72 hours per pay period, excluding special Baylor shift employees. Part-time employees are paid hourly and are ineligible for regular full-time employee benefits. If part-time employees become regular full-time employees, they will be eligible for paid benefits on the same schedule as a new hire full-time employee. Benefit waiting periods will be effective from the date regular full-time employee status begins.
5. **Temporary Full-Time Employees:** Employees who are hired with the understanding that employment will be of a limited duration, such as the summer months or as a temporary clerical service. The hours will normally be over 72 hours per pay period. Temporary employees are paid hourly and are ineligible for regular full-time employee benefits. If temporary employees become regular full-time employees, they will be eligible for paid benefits on the same schedule as a new hire full-time employee. Benefit waiting periods may be waived if the employee has maintained full time hours during their service.
6. **Temporary Part-Time Employees:** Employees who are hired with the understanding that employment will be of a limited duration. Temporary part-time employees are paid hourly, work less than an average of 72 hours per pay period, and are ineligible for regular full-time employee benefits. If temporary employees become regular full-time employees, they will be eligible for paid benefits on the same schedule as a new hire full-time employee. Benefit waiting periods will be effective from the date regular full-time employee status begins.

### **Disclosing Information on Employees, Current and Former**

To protect employee legal rights to privacy, all requests for information or verification of employment on current or former employees must be referred to Human Resources. Banks, finance companies, government agencies, etc. may make such requests. Pennybyrn at Maryfield will release only job related factual information, including dates of employment, job title, and eligibility for rehire. Any other information, such as salary, requires written authorization from the employee or former employee.

Anyone who receives a telephone inquiry or a written Request for Verification of Employment must forward the request to Human Resources immediately. No comments about or evaluations of performance are to be given out by anyone other than Human Resources.

### **Substance Abuse**

Pennybyrn at Maryfield is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any Pennybyrn at Maryfield employee uses drugs on or off the job, comes to work under their influence of drugs or alcohol, possesses, distributes or sells drugs in the workplace, or abuses alcohol on the job. Therefore, Pennybyrn at Maryfield has established the following policy:

- 1) It is a violation of company policy for any employee to use, possess, sell, trade, offer for sale, or offer to buy illegal drugs or otherwise engage in the illegal use of drugs on or off the job.
- 2) It is a violation of company policy for any employee to report to work under the influence of or while possessing in his or her body, blood or urine, illegal drugs in any detectable amount.
- 3) It is a violation of company policy for any employee to report to work under the influence of or impaired by alcohol.
- 4) It is a violation of the company policy for any employee to use prescription drugs illegally, i.e., to use prescription drugs that have not been legally obtained or in a manner or for a purpose other than as prescribed. However, nothing in this policy precludes the appropriate use of legally prescribed medications.
- 5) Violations of this policy are subject to disciplinary action up to and including termination of employment.

### **General Procedures**

Any employee reporting to work visibly impaired will be deemed unable to perform required duties and will not be allowed to work. If possible the employee's leader will first seek other leadership opinion to confirm the employee's status. Next, the leadership will consult privately with the employee to determine the cause of the observation, including whether substance abuse has occurred. If, in the opinion of leadership, the employee is considered impaired, the employee will be sent home or to a medical facility by taxi or other safe transportation alternative – depending on the determination of the observed impairment – and accompanied by the leader or another employee if necessary. If it is determined that reasonable cause exists to drug or alcohol test the employee, said test will be administered. An impaired employee will not be allowed to drive.

### **Drug Screening**

Drug screening shall be a part of the conditions of employment. Your continued employment with Pennybyrn at Maryfield is contingent upon the successful passing of this screening. The company may conduct tests to determine whether employees have used an unauthorized drug or controlled substance. These tests may be conducted at the discretion of the company and may include the following:

- Pre-employment testing
- Random testing
- Post-accident/injury testing
- Probable cause testing

Any employee who refuses to take a drug test will be terminated.

### **Confidentiality**

The confidentiality of any information received by the employer through a substance abuse testing program shall be maintained, except as otherwise provided by law.

## Termination of Employment

Because employment with Pennybyrn at Maryfield is on a voluntary basis for both the employee and Pennybyrn at Maryfield, either may terminate employment at any time.

**Voluntary Separation:** Employees who wish to resign should notify leadership in their immediate area and Human Resources with a letter of resignation and proper notice. A minimum of two (2) weeks is considered proper notice. For leadership and Professional positions, a minimum of four (4) weeks is considered proper notice. (For details on final pay, see Compensation Section.) We ask that you give proper written notice of your intent to resign your employment to ensure timely processing of paperwork and to find replacements to fill your vacancy as necessary.

**Involuntary Separation:** Pennybyrn at Maryfield provides each employee with a reasonable opportunity to succeed in his or her position. Expectations are that all employees follow established policies and procedures to meet or exceed job requirements and accept correction, suggestions and instructions from leadership. When standards of performance are not met, the employee is subject to discipline and/or termination. (For details on final pay, see Compensation Section.)

**Job Abandonment:** An absence of one (1) day without notice by the employee (“No Call, No Show”) is considered Job Abandonment. You will be subject to disciplinary action up to and including termination.

**Grievance Procedure:** Employees may use this procedure to file a grievance regarding work decisions, work directives or procedures, working conditions, and discipline which directly affects the complaining employee. Salary, benefit, job elimination or layoff, or workers’ compensation decisions are excluded from review through this grievance procedure.

The steps of the grievance procedure are as follows:

1. You are encouraged to first informally discuss your concerns or grievances with the leadership in your area. You should address any grievances for informal resolution within thirty (30) days of first knowing about the issue.
2. If you are not in agreement with the response to your written grievance, you may appeal in writing within five (5) working days of receipt of the answer to your written grievance to Human Resources. Human Resources will respond to your appeal within ten (10) working days.
3. If you are not in agreement with the response from Human Resources to your written grievance, you may appeal in writing within five (5) working days of receipt of the answer to your written grievance to the Community Leader. The Community Leader will respond to your appeal within twenty (20) working days. The Community Leader’s decision is final and may not be appealed.

Throughout the grievance process, the leader involved in the process or Human Resources or Community Leader may request that you or others provide such documentation and/or witnesses as may be deemed helpful to resolving the grievance. Additionally, by mutual agreement, but not independently, the amount of time for response to your grievance may be extended. The time limit for submitting or advancing grievances at all steps is controlling and not subject to modification. Any grievance which is not advanced by the employee from one step to the next within the time limits

specified will result in the grievance being considered to have been withdrawn or satisfactorily settled. No employee of the company, including management, has the power or authority to alter any procedural requirements of this policy other than as stated in the policy.

### **Re-Employment**

Former employees who wish to seek re-employment with Pennybyrn at Maryfield will be given consideration if they formerly separated in good standing.

Employees rehired within a year (12 months) of their prior separation will be eligible for the same benefits during the first year of employment as a newly hired full-time employee. After completion of one (1) year as a rehired employee, the previous amount of time employed will be added to the year of employment to determine the adjusted hire date, seniority and eligible benefits.

### **Outside Employment and Activities**

Additional employment should be disclosed promptly to Human Resource and leadership in your area. Outside employment and participation in outside organizations are permitted unless such activities adversely affect job performance and attendance, or present a conflict of interest.

### **Compensation Program Explanation**

It is the policy of Pennybyrn at Maryfield to continually strive to compensate its employees fairly and competitively. Pennybyrn at Maryfield strives to keep wages and salaries competitive by conducting periodic surveys throughout the appropriate community. Pennybyrn at Maryfield conducts compensation reviews annually.

### **Performance Appraisal /Development Review**

Performance evaluations are held during an employee's Employment Life Cycle after each work year, and completion of a defined period after promotion or transfer (usually ninety (90) days).

Leaders will assess the employee's progress, performance and achievements during the review period in order to rate employee performance. Leaders will complete a performance evaluation form and discuss performance strengths and weaknesses, areas of improvement and areas needing improvement. Both parties will sign and date the evaluation form. Employees will also be asked to complete a self evaluation as part of the review process.

### **Policy on Deductions from Salaries**

**General Policy:** Pennybyrn at Maryfield prohibits deductions from the pay of exempt employees where such deductions violate the Fair Labor Standards Act. Additionally, no deductions will be made for absences due to jury duty, attendance as a witness, or temporary military leave, but the company may offset against salaries amounts an employee receives for jury duty, attendance as a witness, or military leave.

### **Deductions from Paycheck (Mandatory)**

Pennybyrn at Maryfield is required by law to make certain deductions from your paycheck. Among these are your federal, state and local income taxes and your contribution to Social Security as required by law. The amount of the deductions may depend on your earnings and on the information you furnish on your W-4 form regarding the number of dependents/exemptions you claim.

Any other mandatory deductions to be made from your paycheck, such as court-ordered attachments, will be explained whenever Pennybyrn at Maryfield is ordered to make such deductions.

### **Deductions (Other)**

It is possible for you to authorize Pennybyrn at Maryfield to make additional deductions from your paycheck, such as for 401k, Section 125, Insurances, etc.

### **Repayment of Company Purchase**

Funds you owe to Pennybyrn at Maryfield may be deducted from current wages according to the terms and conditions agreed upon at the time of your purchase. (i.e. meal tickets, uniforms, etc.)

**Automatic Direct Deposit:** Automatic direct deposit is mandatory for employees. The employee may choose to have their check deposited into multiple checking and/or savings accounts. On payday, a notice of deposit and an earnings statement will be received rather than a check.

**Salary Changes:** Payroll salary changes after the introductory period, performance, promotion/transfer reviews will be in effect the payday immediately following your review date. If the review is late or has not been completed by the established review date, these salary changes will be retroactive and received the next pay period.

**Overtime Pay:** Overtime is paid according to guidelines established by the Fair Labor Standards Act.

**Termination Pay:** Termination or final pay will be available within the current pay period for both voluntary and involuntary terminations. The effective date of termination will be the final day worked. The last day of work cannot be Paid Time Off (PTO). Unused Paid Time Off (PTO) will be paid to those terminating full-time employees (in good standing) for the current calendar year and are not within their introductory period or their first ninety (90) days of regular full-time employment status after changing from regular part-time or temporary employment at Pennybyrn at Maryfield. Introductory and part-time employees are not eligible for Paid Time Off (PTO) in conjunction with final pay.

## **DISCIPLINARY POLICY**

Pennybyrn at Maryfield provides employees with reasonable opportunities to succeed in their positions. After receiving sufficient opportunities and coaching to meet standards of performance, employees who do not meet these standards are subject to discipline and possible dismissal. In

addition, there are performance and/or behavior standards, which are understood to be so inappropriate to the workplace that they may lead to immediate dismissal.

The provision of this Disciplinary Policy is not a guarantee of its use. The company reserves the right to terminate an employee's employment at any time, with or without reason.

Leaders may begin disciplinary action for reasons including, but not limited to:

- Failure to meet requirements of the introductory period;
- Violations of established work rules;
- Substandard or unacceptable job performance;
- Illegal discrimination based upon race, religion, sex, national origin, age, or physical/mental disability
- Suspected or believed to participate in abusive actions toward residents

The action taken will be related to the nature of the offense, mitigating circumstances, if any, and the employee's previous work history. Disciplinary action can range from oral reminders to immediate dismissal.

#### **Step One: Oral Reminder/Coach/Educate**

Your leader will meet with you to discuss the problem or violation and to identify the nature of the problem or violation and the expected remedy. The purpose of this conversation is to remind you or educate, if appropriate, of exactly what the rule or performance expectation is and also to remind you that it is your responsibility to meet the company's expectations.

You will be informed that the Oral Reminder is the first step of the discipline procedure. Your leader will fully document this conversation. Documentation of the incident will remain in your file so that your leader may follow-up with you to assess growth.

#### **Step Two: Written Warning**

If your performance does not progress in a positive manner within the expected time frame, or if you are again in violation of Pennybyrn at Maryfield practices, rules or standards of conduct, your Department Leader will discuss the problem with you, emphasizing the seriousness of the issue and the need for you to immediately remedy the problem. Your Leader will advise you that you are now at the second formal level of disciplinary action. After the meeting, your leader will write a memo to you summarizing the discussion and your agreement to change. A copy of the memo will be sent to your personnel file. You will be requested to sign this memo. If an employee refuses to sign a counseling/disciplinary report, the leader will sign the report and note that the employee refused to sign.

#### **Step Three: Second Written Warning – Final Notice**

If your performance does not improve following the First Written Warning, or if you are again in violation of Pennybyrn at Maryfield practices, rules or standards of conduct, you will be placed at Step Three of the Disciplinary Process.

**Discretionary Step: Decision Making Leave**

(Optional: Can be used at any point in the process determined by the situation and the preference of the leader.)

If a positive change in behavior/performance does not occur, or if another disciplinary problem occurs, you may be placed on Decision Making Leave. This is an unpaid leave of a leader-defined time frame for the employee to decide whether or not they wish to continue employment and agree to meet the expectations of their role.

**Step Four: Termination**

If, after all steps in the disciplinary processes have been utilized, and there is still no improvement in behavior or performance, you will be terminated in accordance with our Disciplinary Process.

**Crisis Suspension**

If you commit any of the actions listed below, or any other action not specified but similarly serious, you will be suspended without pay pending an investigation of the situation. Following the investigation, you may be terminated without any previous disciplinary action having been taken.

1. Theft
2. Falsification of Pennybyrn at Maryfield records
3. Failure to follow safety practices
4. Breach of Confidentiality Agreement
5. Threat of, or the act of, doing bodily harm
6. Willful or negligent destruction of property
7. Use and/or possession of intoxicants, drugs or narcotics
8. Violation of Harassment Policy

Throughout the disciplinary process, Pennybyrn at Maryfield reserves the right to impose a discipline suitable to the violation up to and including immediate discharge at any point in the disciplinary process. Furthermore, Pennybyrn at Maryfield reserves the right to prosecute any employee for any of the above infractions.

## **VIOLENCE IN THE WORKPLACE**

Pennybyrn at Maryfield does its best to provide a safe job site for all employees. To ensure a safe work site and to reduce the risk of violence, all employees should review and understand all provisions of this workplace violence policy.

**Prohibited Conduct**

We do not tolerate any type of workplace violence committed by or against employees. For the purpose of this policy a threat or act of violence shall include, but not be limited to, any act or gesture likely to leave another person injured or fearing injury, any act or gesture likely to damage property, any act or gesture intended to harass or intimidate another. Employees are prohibited from making threats or engaging in violent activities.

This list of behaviors, while not inclusive, provides examples of conduct that is prohibited.

- Causing physical injury to another person;
- Making threatening remarks;
- Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
- Intentionally damaging employer property or property of another employee;
- Possession of a weapon while on company property or while on company business;
- Committing acts motivated by, or related to, sexual harassment or domestic violence.

### **Reporting Procedures**

Any potentially dangerous situations must be reported immediately to Leadership and/or Human Resources. Reports can be made anonymously and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know basis. All parties involved in a situation will be counseled and the results of investigations will be discussed with them. Pennybyrn at Maryfield will actively intervene at any indication of a possibly hostile or violent situation.

### **Risk Reduction Measures**

**Hiring:** Pennybyrn at Maryfield takes reasonable measures to conduct background investigations to review candidates' backgrounds and reduce the risk of hiring individuals with a history of violent behavior.

**Safety:** Pennybyrn at Maryfield conducts annual inspections of the premises to evaluate and discover any potential exposures to workplace violence or hazards. Any necessary corrective action will be taken to reduce all risks. Individual Situations: Employees are expected to be aware and exercise good judgment to inform a Leader if any employee exhibits behavior which could be a sign of potentially dangerous situations. Such behavior includes:

- Discussing weapons or bringing them to the workplace;
- Displaying overt signs of extreme stress, resentment, hostility, or anger;
- Making threatening remarks;
- Sudden or significant deterioration of performance;
- Displaying irrational or inappropriate behavior.

### **Dangerous/ Emergency Situations**

Employees who confront or encounter an armed or dangerous person should not attempt to challenge or disarm the individual. Employees should remain calm, make constant eye contact and talk to the individual. If leadership can be safely notified of the need for assistance without endangering the safety of the employee or others, such notice should be given. Otherwise, cooperate as possible and follow the instructions given.

## Enforcement

Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to disciplinary action, up to and including termination. Non-employees engaged in violent acts on the employer's premises will be reported to the proper authorities and fully prosecuted.

## LEAVE OF ABSENCE PROGRAM

### Attendance & Punctuality Policy

The company employs the number of staff required to provide quality service and appropriate levels of effort by staff. We must have a reliable work force to operate our facility efficiently. When you are on the job and on time each assigned working day, you contribute greatly to the team effort and the continuous workflow. When you are absent or tardy, even for a valid reason, it places an extra burden on other employees and has a negative impact on the organization and other staff members' ability to provide quality service.

Pennybyrn at Maryfield relies on the regular work attendance of its employees in order to assure the quality and timeliness of the services and care provided to our residents. As an employee of Pennybyrn at Maryfield, it is the responsibility of each person to be prompt and regular in attendance and to keep absences to a minimum. Every job is vital – otherwise it would not exist. Absenteeism and tardiness place a serious burden on your team.

Our attendance and punctuality expectations are simple and clear:

**As a normal condition of employment Pennybyrn at Maryfield expects every employee to be at work, on time, for the full duration of the scheduled work shift every day that employee is scheduled to work.**

Staffing levels, in all areas, are generally based on the assumption that regular full-time employees are available for work five (5) days or forty (40) hours each week. The number of hours worked by part-time employees may vary from employee to employee, but, they, too, are expected to meet their scheduled hours on a consistent basis.

Your leader will educate you on the attendance procedure for your area, as it may vary based on your job responsibilities and job location.

When an employee is absent from work for illness or injury three (3) or more consecutive days, (excluding your regularly scheduled days off), the employee will need a doctor's note to return to work. Consecutive absences with a doctor's note will count as one incident. (Example: An employee is out for 3 days with the flu and returns with a doctor's note = 1 absence). Intermittent absences that relate to a particular condition may also be treated the same. Make every effort to schedule necessary appointments on day off or around the work schedule.

Approved absences will not count against your attendance record. The only approved absences are:

- *Scheduled time off*
- *Military leave*
- *Jury Duty*
- *Bereavement Leave*
- *Family Medical Leave (which only counts as one incident)*

### **Attendance Disciplinary Procedures**

*Employees will be counseled and disciplined for any noticeable attendance patterns.*

- 3 absences or incidents within a 90 day period will result in a written warning.
- 4 absences or incidents within a 90 day period will result in suspension without pay for three (3) days.
- 5 absences or incidents within a 90 day period will result in termination.

### **Tardiness**

We are a continuous operation. Our residents can never be left unattended. If you are tardy for the beginning of your shift, you place a burden on the employees of the previous shift. If you find that you are going to be late for an emergency you should call in as soon as possible. Three tardies will be considered the same as one absence and will be treated as such. Being consecutively tardy without calling in may result in discipline including and up to immediate termination.

### **“No Call, No Show” or Abandonment**

Employees who miss one (1) day or shift without notice will be assumed to have abandoned their position and will be subject to disciplinary action up to and including termination.

### **Holidays**

The following holidays are recognized by Pennybyrn at Maryfield and are included in your Paid Time Off (PTO) time:

New Year's Day	Labor Day
Good Friday (Easter)	Thanksgiving Day
Independence Day	Christmas Day

The use of PTO for a holiday requires a Leader or leader's approval.

Departments or areas which regularly operate Monday through Friday will observe holidays which fall on Saturday on the preceding Friday, and holidays which fall on Sunday on the following Monday.

Departments or areas which regularly operate seven (7) days a week, will observe holidays which fall on Saturday or Sunday on the day the holiday falls.

#### Pay for Time Worked on an Observed Holiday

- Exempt employees who work on an observed holiday will be paid at straight time for all time worked on the holiday.
- Non-exempt employees who work on an observed holiday will be paid at time and one half (1 ½ x) their regular rate for all time worked on the holiday.

Regular employees who are hired to work in regular positions are eligible to participate in the Paid Time Off (PTO) Plan once their ninety (90) day introductory period has been met.

#### **Paid Time Off (PTO) Plan**

Regular full-time employees who are hired to work at least seventy-two (72) hours per pay period and regular part-time employees who are hired to work at least forty (40) hours per month are eligible to participate in the Paid Time Off Plan. Paid time off is paid using the employee's base hourly rate.

A request for leave should be approved by the Department Leader two (2) weeks in advance of the leave being taken. Approval of PTO time will be given in accordance with the department workload, employee request for specific dates and the request for PTO by other employees. Every effort will be made to honor PTO requests, but service to our residents will be the primary focus in approving the requests and it may be necessary, at times, to deny leave requests due to business needs (i.e. The Nursing Department discourages requests between November 15<sup>th</sup> thru January 15<sup>th</sup>).

PTO time will accrue during the ninety (90) day introductory period; however, employees will not be eligible to use this time until the completion of their ninety (90) day introductory period. Employees who terminate their employment at Pennybyrn at Maryfield will be eligible to receive compensation for unused PTO days (up to eighty hours plus their annual allotment), provided the proper notice is given. Employees who terminate will only be paid out for PTO that was actually accrued prior to their last day of employment.

Employees who are involuntarily terminated or who resign before the completion of their initial ninety (90) day introductory period, will not be entitled to any payment of PTO leave that has accrued.

PTO time is accrued per pay period. Pennybyrn at Maryfield calculates PTO once yearly for regular full-time employees, either at the end of the first 90 days of employment or at the beginning of the calendar year for existing employees. If a Part-time employee becomes a full-time employee, PTO will be calculated from the first day of full-time hours worked. This allows the employee full access to their annual allotment of time before it is actually earned. If an employee starts during the middle of a pay period, the accrual will begin during the next pay period.

Use of PTO time for employees is as follows:

- Employees will be permitted to carry over a maximum of 80 hour to the next calendar year.
- Employees who terminate in good standing, and who have completed their initial ninety (90) day introductory period, will be paid for unused accrued PTO days that have been earned through the last day of work.
- Employees who terminate before the end of the calendar year will be responsible for paying back any used PTO time that was not actually accrued.
- In accordance with Pennybyrn at Maryfield policy, employees who are involuntarily terminated, or who resign before the completion of their ninety (90) day introductory period, will not be paid for accrued PTO.
- Up to 80 hours of PTO time may be cashed out per year during the first pay period of the months of March, July, September and December. An employee may only be paid out for 40 hours per request, unless requesting in the month of December.
- Requests for PTO time must be made with as much advanced notice as possible to allow for rescheduling of staff to cover employee's absence.
- Approval of PTO time will be given in accordance with the department workload, employee requests for specific dates and the requests for PTO by other employees. It may be necessary, at times, to deny leave requests due to business needs.

Eligible employees will accrue PTO beginning with the date of hire. The PTO accrual rate is based on length of employment, as follows:

**FULL TIME EMPLOYEES** – Includes all regular full-time staff

Years of Employment	Per pay period Accrual (7.5 hr day)	Per pay period Accrual (8 hr day)	Total maximum PTO days per yr
Less than 5 (1-4 yrs)	7.21	7.69	25
Less than 10 (5-9 yrs)	8.08	8.61	28
Less than 15 (10-14 yrs)	8.65	9.23	30
Less than 20 (15-19 yrs)	9.52	10.2	33
More than 20 yrs	10.10	10.8	35

**PART TIME EMPLOYEES** – Includes all regular part-time staff

Years of Employment	Per pay period Accrual (7.5 hr day)	Per pay period Accrual (8 hr day)	Total maximum PTO days per yr
Less than 5 (1-4 yrs)	2.88	3.08	10
Less than 10 (5-9 yrs)	3.46	3.69	12
Less than 15 (10-14 yrs)	4.04	4.31	14
Less than 20 (15-19 yrs)	4.64	4.92	16
More than 20 yrs	5.19	5.54	18

### Emergency or Sudden Illness Conditions

Pennybyrn at Maryfield recognizes that employees occasionally, although rarely, experience emergencies or sudden illnesses which prevent the request for paid time off in advance or a timely

fashion. Under emergency or sudden illness conditions, employees must notify their leader as soon as possible of their need for paid time off. The duty to notify continues as a daily requirement throughout an employee's illness or emergency, unless the leader specifically authorizes the employee to report differently. Employees may be required to provide their convalescent location when they are ill and inform the leader of any changes in the convalescent location. The employee may also be asked to provide verification of the emergency or illness regardless of the length of the absence.

### **Denial of Paid Time Off**

The use of paid time off always requires a Leader or leader's approval. Leaders and leaders are not required to approve any paid time off request, even an emergency request. Employees who believe that they have been denied the use of paid time off inappropriately are encouraged to discuss the matter with their Department Leader. If the issue remains unresolved, employees are encouraged to consult with Human Resources. Leaders are encouraged to consult with Human Resources if they have questions concerning how to assist employees in managing their paid time off.

Human Resources will assist the employee and Leader in resolving any issues or questions, which may exist. An employee, who is absent without approval, is in an unauthorized leave status and subject to corrective action, which may include termination of employment.

### **Other Paid Leaves**

#### **Bereavement**

All eligible regular full-time employees, in paid status, will be eligible for up to three (3) days of leave upon the death of an immediate family member. Immediate family is defined as: spouse, child, parent, brother or sister, or legal guardian. The leave shall consist of three (3) consecutive scheduled workdays, one of which must be the day of the funeral. One (1) day with pay will be granted to attend funeral services for a grandparent, grandchild, son or daughter-in-law, father or mother-in-law.

Regular part-time employees, those who are scheduled to work at least 15-37 hours per week, who are scheduled to work during the period of the funeral, will be granted one (1) day with pay to attend funeral services death of an immediate family member. If the employee is not scheduled to work during this period, no leave will be granted. Leadership reserves the right to request valid proof of relationship prior to authorization of payment for the paid bereavement leave.

With your leaders agreement employees may take up to one full day with or without pay to attend funerals of other relatives and friends, depending on available benefit time.

Approval of additional bereavement leave, if needed, will be considered on an individual basis and must be approved by your leader and Human Resources.

#### **Jury Duty**

An employee called for jury duty must notify the leadership in their area the next working day of receipt of the jury summons and must present a copy of the summons from the court or attorney showing the date and time of the jury duty.

All employees, with the exception of temporary employees employed for less than six months, will

be paid the difference between their regular salary and the jury duty pay. The employee shall be excused from employment for the day(s) required in serving as a juror or witness in any court created by the United States or any state or common wealth of the United States. This shall be considered an excused absence. Regular part-time employees will receive pay for the number of hours they were scheduled to work on the days missed for jury duty

### **Changing the Number of Hours Regularly Worked**

Pennybyrn at Maryfield employees who shift to a part-time work schedule of less than forty (40) hours per month, or who no longer occupy regular positions are no longer eligible for the paid time off plan. Employees may return to work schedules that again make them eligible to participate in the paid time off plan. Any change in schedule, which permits participation in the paid time off plan, must have been approved and processed through the organization's normal procedures.

### **Unpaid Leaves**

Occasionally, for medical, personal or other reasons, employees may need to be temporarily released from their duties with Pennybyrn at Maryfield. It is the policy of Pennybyrn at Maryfield to allow its eligible employees to apply for and be considered for certain specific leaves of absence.

Failure to return to work as scheduled from an approved leave of absence, or to inform the appropriate Human Resources of an acceptable reason for not returning as scheduled, will be considered a voluntary resignation of employment.

All requests for leaves of absence shall be submitted, in writing, to Human Resources. Each request shall provide sufficient detail such as the reason for the leave, the expected duration of the leave and the relationship of members, if applicable.

There are several types of unpaid leaves for which employees may be eligible:

#### **Military Leave**

Leaves of absence for military service will be granted in accordance with federal law. Pennybyrn at Maryfield will compensate an employee for the difference between regular salary and military pay earned for a maximum of ten working days' leave per year for military service. A military earnings statement is required by the payroll department for compensation.

#### **Uniform Services Employment and Reemployment Rights Act (USERRA)**

USERRA governs the employment and reemployment rights of all uniformed service members and requires both private and public employers to provide employees with leave to serve in the military.

USERRA also requires employers to reinstate employees returning from military leave and to train or otherwise qualify employees returning from military duty.

#### **General guidelines and requirements:**

1. Employer must provide military leaves of absence to employees who must fulfill their military obligations.

2. Under USERRA, reemployment rights and benefits extend to all employees who must miss work to fulfill their commitment in the uniformed services. These services include the Army, Navy, Air Force, Marines (and the reserve units of the foregoing), the Army National Guard, the Air National Guard, full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of individuals the President may designate in a time of war or national emergency.
3. "Service in the uniformed services" under USERRA includes active duty, active duty for training, initial active duty for training, full-time National Guard duty, and absence from work for an examination to determine an individual's fitness for any of the above types of duties.
4. The employee or an appropriate military officer must give the employer advance notice (either written or oral) of the leave. No notice is required, however, if military necessity prevents the giving of notice or such notice is otherwise impossible or unreasonable.
5. The cumulative length of service that causes a person's absence cannot exceed five years, with certain exceptions including service under an order to remain on active duty because of a war or national emergency declared by the President or Congress.
6. An employer cannot dictate either the frequency or length of military leave taken by its workers. Additionally, an employer cannot require employees to use earned Paid Time Off while performing military duty.
7. USERRA does not require employers to pay employees while they are absent for military duty. If employees are salaried and exempt, however, the Fair Labor Standards Act prohibits the employer from deducting the employee's salary for temporary military leave.
8. Employee rights
  - Under USERRA, restoration rights are based on the duration of military service rather than the type of military service (e.g., active duty for training or inactive duty), except for fitness-for-service examinations. The time limits for work are as follows:
  - Less than 31 days service: By the beginning of the first regularly scheduled work period after the end of the tour of duty, plus time required to return home safely and an eight hour rest period. If this is impossible or unreasonable, then as soon as possible.
  - 31 to 180 days: The employee must apply for reemployment no later than 14 days after completion of military service. If this is impossible or unreasonable through no fault of the employee, then as soon as possible.
  - 181 days or more: The employee must apply for reemployment no later than 90 days after completion of military service.
  - Service-connected injury or illness: Reporting or application deadlines are extended for up to two years for employees who are hospitalized or convalescing.

9. Depending on the length of leave, returning veterans must be reinstated either to the position they would have attained, their former position, or one with similar seniority, status, and pay.
10. Veterans returning from active duty, once reinstated, cannot be fired except for cause for a period of one year if the service period was more than 180 days or for six months if the service period was more than 30 days.
11. Benefits that normally accumulate during other types of leaves must also accumulate during military absences, in keeping with company policy.
12. Under USERRA, all employer health care plans have to make immediate provision for continuing health care coverage under COBRA to any employee (and his or her dependents) where (1) they were participants in the plan immediately before the uniformed leave of absence, and (2) the employee's absence was due to a uniformed service leave.

### **Military Reserve Training**

Employees who are members of the military will be granted a leave of absence to attend summer camp or summer training. This leave includes one (1) weekend per month, fifteen (15) consecutive calendar days in any calendar year, and active duty in time of crisis declared by the Department of Defense. The terms on which this leave is granted shall be in accordance with applicable state and federal laws (USERRA).

### **Hourly Employees**

Employees will be granted time off when serving for the basic required time in military reserves and will be paid the difference between the compensation received for military reserve duty and the regular wages that would have been earned during the period of military reserve duty. Pennybyrn at Maryfield may require satisfactory evidence of military reserve duty and the amount of compensation received. This clause does not apply for extended time served in the military reserves and if an employee is called into active duty.

## **Family and Medical Leave**

### **A. Family and Medical Leave Act (FMLA)**

1. Eligibility - Employees who have a cumulative (not necessarily continuous) 12 months of prior service, who have worked at least 1,250 hours during the 12 months immediately preceding the date on which the FMLA leave would commence.
2. Types of FMLA Leave Available:
  - (a) FMLA Parental Leave - Leave for care of or bonding with the employee's child within 12 months of the birth or placement for adoption or foster care of a child (under 18 years of age).
  - (b) FMLA Serious Family Illness Leave - Leave needed by the employee in order to care for a spouse, child (under the age of 18) or parent who has a serious health condition.

- (c) FMLA Serious Personal Illness Leave - Leave needed by the employee because of a serious health condition (including job-related injuries or illness) which renders the employee unable to perform the functions of his or her job.
3. Duration:
- (a) In General - Eligible employees are entitled to a total of 12 weeks (90 days) of FMLA leave during a calendar year.
  - (b) Married Employee Couples - In cases where both husband and wife work for the Company, they will be eligible for a combined total of 12 weeks (90 days) of FMLA leave for Parental Leave or Serious Family Illness Leave to care for a parent.
  - (c) Intermittent Leave or Reduced Work Schedule Leave - When medically necessary, Serious Family Illness Leave or Serious Personal Illness Leave may be granted intermittently, in separate blocks of time (no less than one hour), or on the basis of a “reduced leave schedule” under which an employee’s usual working hours each day or each week are reduced, if the organization can reasonably accommodate this kind of leave. Requests to take Parental Leave on an intermittent reduced leave schedule will be granted in the discretion of the Company.
4. Request and Approval - Leave requests should be submitted to Human Resources on the Request for Leave Form available from the HR Department. Requests for Serious Family Illness Leave or Serious Personal Illness leave should be accompanied by a Medical Certification Form (available from the HR Department) whenever the need for such leave is foreseeable. In cases where the need for leave is not foreseeable, a Medical Certification must be provided within 15 calendar days of the request or as soon as reasonably possible under the circumstances. Failure to provide proper medical certification may result in denial of leave, or denial of continuation of leave until the certification is provided.

Employees must provide the Company with at least thirty (30) days notice of the need for FMLA leave whenever the need for the leave is foreseeable (such as when the leave is for an expected birth or placement for adoption or for planned medical treatment). When planning medical treatment, employees should consult with their leader and whenever possible attempt to schedule the treatment so as to minimize the impact of the employee’s absence on the Company’s operations. In cases where the need for leave cannot be anticipated 30 days in advance, the employee must give notice of the need for leave as soon as possible (no more than two business days) after the employee learns of the need for the leave. Failure to give proper advance notice of the need for FMLA leave when the need for such leave is foreseeable may result in denial of the leave until after such notice is provided.

Timely requests for FMLA leave from eligible employees will be granted as required by state and federal law.

If the Company has reason to question the validity of a Medical Certification provided by the employee's health care provider, the Company may require the employee to obtain a second opinion, at the Company's expense, from a health care provider designated by the Company. In the event the second opinion differs from the first, the Company may require the employee to obtain a third and final opinion, again at the Company's expense, from a health care provider jointly approved by the Company and the employee.

If the employee has accrued paid leave available, the employee may choose to use available paid leave during the FMLA period.

Upon completion of a leave under this section, you shall be reinstated to your original position or an equivalent one. We can not guarantee scheduled days worked or off, or location of position. If, due to your own medical circumstance, you are no longer able to perform your original job, we will attempt to make a reasonable accommodation to find an alternate suitable job.

## **B. General Medical Leave (Including Pregnancy and On-the Job Injuries or Illnesses)**

1. Eligibility - Full-time employees are eligible for General Medical Leave.

An employee may request a General Medical Leave of Absence when he or she is unable to work due to a medical condition. General Medical Leave is leave which does not qualify as FMLA Serious Personal Illness Leave, as described above, either because the medical condition is not a "serious medical condition" or because the employee is not eligible for, or has exhausted, all FMLA leave.

2. Duration - General Medical Leaves, if granted, are granted only for the period of inability to work due to a medical condition, not to exceed four (4) months (including any prior or included period of FMLA leave for the same disability) or the end of an FMLA eligibility period, whichever comes later. If the employee has accrued paid leave and is eligible to take it, the employee must use all available paid leave during the General Medical Leave.
3. Request and Approval - Leave requests should be submitted to Human Resources on the Request for Leave Form available from the HR Department. Requests for General Medical Leave must be submitted at least 30 days in advance of the need for the leave whenever the need for leave is foreseeable. When the need for such leave is not foreseeable 30 days in advance, the employee must give as much notice as possible, based on the circumstances.

Requests for General Medical Leave must be accompanied by a Medical Certification Form (available from the HR Department).

Properly supported and timely requests for General Medical Leave from eligible employees will be granted as accommodations are possible.

## Leave of Absence

An unpaid Leave of Absence (LOA), if not detrimental to the services provided by Pennybyrn at Maryfield or the welfare of other staff members affected, may be granted under circumstances described in this policy. LOA requests that involve issues controlled by other personnel policies are governed by this policy and the other controlling policy. For example, a request for leave because of pregnancy, childbirth, adoption, or illness of a child, spouse or parent would be governed by both the Family and Medical Leave Policy and the LOA Policy.

LOA requests should be made before weekly schedules are finalized and before the employee exhausts applicable paid leave. In general, employees should request LOA as far in advance as possible. Exceptions to these notice requirements may be made when emergency or sudden illness conditions exist.

Paid leave of any type does not accrue when an employee is on LOA for more than fifteen (15) calendar days.

### **LOA is usually used for (but not limited to) the following reasons:**

- Time off for employees who do not accrue paid leave.
- Extended travel (request must be submitted at least 60 days in advance).
- Prolonged illness of an employee or employee's family member.
- Funerals
- Moving
- Marriage
- Emergencies or crises, which require absence from work

## Continuation of Benefits during Leave

While on a leave of absence provided for under these policies, we will continue your group health, dental, and disability insurance benefits under the same terms as provided to other employees, for up to a maximum of 16 weeks leave time during any one-year period. You will be responsible for any employee contribution toward insurance while on leave.

If your leave extends beyond 16 weeks, you shall be offered the opportunity to purchase continuing coverage under state and federal COBRA continuation rules.

## Absence without Authorization

Employees, who fail to report to work, as scheduled, are not in an authorized leave status and will be considered Absent without Authorization. Employees who request leave which is denied, and fail to report are not in an authorized leave status and are considered Absent without Authorization and will not be paid for the time away from work and are subject to disciplinary action up to and including termination of employment.

An employee who fails to report to work, as scheduled, for two (2) consecutive days will be considered to have abandoned their position, and the employment relationship will be terminated. An employee, who does not come to work after receiving direct instructions to report from a leader, may be terminated at any time for being absent without permission.

Employees who are absent from work without authorized leave are not paid for hours not worked. Leave of Absence (LOA) is an authorized, unpaid leave status and is granted when an employee requests such leave in the manner prescribed by personnel policy.

Employees who are absent from work without permission immediately before or after a holiday are not paid for the holiday.

Employees who have been absent without authorization and who have accrued paid time off, will be allowed to charge the unauthorized absence to paid time off only upon the approval of their Department Leader and/or Human Resources.

## **EMPLOYEE BENEFITS**

The information contained here on Pennybyrn at Maryfield's benefits is only a summary. For complete information on benefits, you should refer to the applicable formal documents and plan booklets, which will control in case of any discrepancy between this overview and the actual benefit.

### **Medical, Dental, Life and Short Term Disability Insurance**

Pennybyrn at Maryfield provides group life, short term disability and dental coverage and offers major medical insurance for all regular full-time employees who meet plan eligibility requirements. New employee coverage for major medical begins sixty-one (61) days after date of hire. Life, short term disability and dental coverage begin ninety (90) days after date of hire. Should you elect Family or Dependent coverage, they may be enrolled at the same time. If, at a later date, you add new dependents whether by birth, adoption or marriage and you wish to cover them, you have thirty-one (31) days to complete enrollment forms. Otherwise, a health statement, physical, lab tests and/or proof of insurability may be required to enroll family members after this thirty-one (31) day period passes. (Refer to your employee benefits plan booklet).

Should termination or a change in employment status from full-time to part-time occur, an employee's group insurance coverage will end on the day that the event occurs. At this time, your rights to continued health insurance benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) allow you to continue the group major medical and dental insurance policy at your expense. (Refer to COBRA in this section for more details.) You may also convert your life and disability coverage to an individual policy at the time of termination of coverage. (See your plan documents or Human Resources for more details)

Pennybyrn at Maryfield pays a portion of the premium for medical insurance, and pays the entire premium for dental, short term disability, and life insurance for each regular full-time employee. Family coverage is voluntary and is available, as well as, other voluntary supplemental insurance plans, when the employee elects to pay the cost of such coverage by biweekly payroll deduction. Specific coverage, eligibility periods and benefits paid are outlined in the Insurance Plan Booklets provided during employee orientation or upon request, thereafter. For additional information, contact the Human Resources department.

## COBRA Health Insurance Continuance

Under the federal law, Pennybyrn at Maryfield is required to offer to covered employees and their covered family members the opportunity to elect temporary health care continuation coverage at group rates when coverage under the plan would otherwise end due to certain qualifying events. This notice is intended to inform you (and any covered dependents) in a summary fashion of your options and obligations under the continuation coverage provisions of the law.

### Qualifying Events

For covered employees: If you are a covered employee in the health plan, you may be entitled to elect continuation coverage if you lose your group health plan coverage because of a termination of your employment (for reasons other than gross misconduct), or your hours of employment are reduced.

For covered spouses: If you are the spouse of a covered employee and are covered under the health plan, you may be entitled to elect continuation coverage if you lose group health coverage for any of the following reasons:

1. A termination of your spouse's employment (for reasons other than gross misconduct), or a reduction in the employee's hours of employment;
2. The death of your spouse;
3. Divorce or legal separation from your spouse; or
4. Your spouse becomes entitled to Medicare.

For covered dependent children: If you are the dependent child of a covered employee and are covered under the health plan, you may be entitled to elect continuation coverage if you lose group health coverage for any of the following reasons:

1. A termination of the employee's employment (for reasons other than gross misconduct), or a reduction in the employee's hours of employment;
2. The death of the employee;
3. Parents' divorce or legal separation;
4. The employee becomes entitled to Medicare; or
5. You cease to be a "dependent child" under the health plan.

If you are a child born or placed for adoption with a covered employee during the continuation coverage period, you may also elect continuation coverage.

### Notification Requirements for Covered Employees, Spouses and Dependents

Under the law, the covered employee, spouse, or other covered family member has the responsibility to inform our Plan Administrator of a divorce, legal separation, or a child losing "dependent status" under the health plan. This notification must be made within 60 days from whichever date is later: the date of the qualifying event or the date that coverage would be lost under the terms of the insurance contract because of the event. Check the dependent eligibility rules contained in the summary plan description carefully to determine when a child loses "dependent status" under the health plan. You satisfy our notification requirements by sending the information in writing to

Human Resources. The information must be in writing and may be sent through interoffice mail, certified mail or hand delivered. If this notification is not done in a timely manner, then your rights to continuation coverage may be forfeited. Note: Pennybyrn at Maryfield has the responsibility for notifying the health plan of the employee's termination of employment, reduction in employment hours, death or Medicare entitlement.

### **Election Period**

After a qualifying event, covered individuals (also known as qualified beneficiaries) will be notified of their right to elect continuation coverage. Each qualified beneficiary has an independent election right and will have 60 days from the date coverage is lost under the health plan or from the date of notification to elect continuation coverage. The law does not allow for an extension of this maximum period. If a qualified beneficiary does not elect continuation coverage within this period, all rights to elect continuation coverage will end.

If a qualified beneficiary does elect to continue coverage and pays the applicable premium, then the company is required to provide the qualified beneficiary with coverage that is identical to that provided under the plan to similarly situated employees and/or covered dependents. If coverage is changed or modified for similarly situated active employees, then continuation coverage may be similarly changed and/or modified.

### **Length of Coverage**

18-month period: If the event causing the loss of coverage is a termination of employment (other than for reasons of misconduct) or a reduction in employment hours, then you will have the opportunity to continue coverage for an 18-month period starting with the date of the qualifying event.

Disability Extension: The 18 months of continuation of coverage may be extended to 29 months if the Social Security Administration determines that a qualified beneficiary was disabled during the first 60 days of continuation coverage according to Title II or XVI of the Social Security Act. It is the qualified beneficiary's responsibility to obtain this disability determination from the Social Security Administration and to provide a copy of the determination letter to the Plan Administrator within 60 days of the date of determination and before the original 18 months of continuation coverage ceases. If there is a final determination that the qualified beneficiary is no longer disabled, the Plan Administrator must be notified within 30 days of the determination by the qualified beneficiary.

Secondary Events: Another extension of the 18-month period can occur, if during the 18 months of continuation coverage, a second qualifying event occurs (divorce, legal separation, death, entitlement to Medicare, or ceasing to be a dependent child). If a second qualifying event occurs, then the 18 months of continuation of coverage may be extended to 36 months from the date of the original qualifying event. If a second qualifying event occurs, it is the qualified beneficiary's obligation to notify the Plan Administrator of the event within 60 days of the event and within the original 18-month period. In no event, however, will continuation coverage last beyond three years from the date of the qualifying event.

36-month period: If the original qualifying event causing the loss of coverage was the death of the employee, divorce, legal separation, Medicare entitlement, or loss of "dependent status" of a dependent child under the Health Plan, then each qualified beneficiary will have the opportunity to elect 36 months of continuation coverage from the date of the qualifying event.

## Eligibility, Premiums and Conversion Rights

You do not have to show that you are insurable to elect continuation coverage. However, you must be covered under the plan at the time of the qualifying event in order to be eligible to elect continuation coverage (except for children born to or placed for adoption with a covered employee during the continuation period). The health plan reserves the right to verify eligibility and terminate continuation coverage retroactively if you are determined to be ineligible or if there has been a material misrepresentation of the facts.

A qualified beneficiary may have to pay all of the applicable premium plus a 2% administration charge for continuation coverage. This premium may be adjusted in the future if the applicable premium amount changes. In addition, if the continuation period is extended from 18 months to 29 months due to a Social Security Administration determination of disability, the company may charge up to 150% of the applicable premium(s) during the extended period. There is a grace period of 30 days for the regularly scheduled monthly premiums. This is the maximum grace period under the plan, as the plan does not provide for an extension beyond what is required by law.

At the end of the continuation period, a qualified beneficiary must be allowed to enroll in an individual conversion plan provided by the health plan, if such conversion plan is available.

## Termination of Continuation Coverage

The law allows continuation coverage that has been elected and paid for to be terminated prior to the maximum continuation period for any of the following reasons:

1. The company ceases to provide group health coverage to any of its employees;
2. Any required premium is not paid in a timely fashion;
3. A qualified beneficiary becomes covered under another group health plan that does not contain any exclusion or limitation with respect to any preexisting condition of such beneficiary (other than an exclusion or limitation that may be disregarded under the law);
4. A qualified beneficiary becomes entitled to Medicare;
5. A qualified beneficiary who has extended coverage due to a disability is determined by the Social Security Administration to be no longer disabled;
6. A qualified beneficiary notifies the Plan Administrator that he/she wishes to cancel continuation of coverage.

## Address Changes

Please contact Human Resources of any address changes as soon as possible. Failure to do so on your part may result in delayed notification and loss of continuation coverage options.

## Questions

Please contact Human Resources if you do not understand any part of the notice or if you have questions regarding the information or your obligations.

**Other Health Care Benefit Sources:** During your employment you may be entitled to health care benefits from other sources such as Pennybyrn at Maryfield's Accidental Death and Dismemberment plan (AD&D), Workers' Compensation Insurance (WC), and the U.S. Government's Social Security Disability (SSD) benefit plan.

**Flexible Benefits Plan:** Pennybyrn at Maryfield offers each regular employee the option of participating in a Flexible Benefits Plan (Cafeteria Plan). The Cafeteria Plan allows each employee the option of withholding pre-tax dollars for eligible dependent day care expenses and/or eligible medical expenses. You must complete the enrollment form, which includes information about using flexible benefits plan. Contact Human Resources for more information.

### **Income Protection**

Disability, illness, or injury lasting more than fourteen (14) days may be compensated under the Short Term Disability plan and/or through additional voluntary Long Term Disability or supplemental plans.

### **Accidental Death & Dismemberment Insurance (AD&D)**

If you are disabled as the result of an accidental dismemberment such as the loss of a limb or eyesight, you may be eligible for benefits under the Pennybyrn at Maryfield Life and AD&D insurance plan. For more information on coverage specifics refer to the Life and AD&D Insurance Plan Booklets provided after completion of your ninety (90) day introductory period, or contact Human Resources for additional information.

### **Worker's Compensation Insurance**

Pennybyrn at Maryfield maintains W/C Insurance as required by state law to provide you with on the job injury and death benefits. This coverage is automatic and immediate and protects you from a qualifying on-the-job injury. An on-the-job injury is defined, in general terms, as an accidental injury arising out of and suffered in the course of your work, or an illness, which is directly related to performing your assigned job duties. (State law will determine whether your injury is compensable under Workers' Compensation). This job-injury insurance is paid for by Pennybyrn at Maryfield. If you cannot work due to a qualifying job-related injury or illness, Workers' Compensation insurance pays your medical bills and, depending on the period of time involved, may provide a portion of your income until you can return to work.

All injuries or illnesses arising out of the scope of your employment must be reported to your leader or Human Resources immediately. Prompt reporting is the key to prompt benefits. You must report every injury, no matter how slight, before the end of your shift. Employees who file fraudulent claims risk denial of benefits and being in violation of state laws governing workers' compensation, which may provide for the assessment of civil and/or criminal penalties against such employees. Employees returning to work after being absent due to a work-related injury must report to Human Resources Leader prior to beginning work and must bring a doctor's clearance for returning to work.

### **Unemployment Compensation**

Pennybyrn at Maryfield pays a percentage of its payroll to the Unemployment Compensation Fund according to Pennybyrn at Maryfield's employment history. If you become unemployed, you may be eligible for unemployment compensation, under certain conditions, for a limited period of time. Employees, who quit or are discharged for misconduct in connection with their work, may not be eligible to receive unemployment compensation benefits.

### **Social Security**

The United States Government operates a system of contributory insurance known as Social Security. As a wage earner, you are required by law to contribute a set amount of your weekly wages to the trust fund from which benefits are paid. As your employer, Pennybyrn at Maryfield is required to deduct this amount from each paycheck you receive. In addition, Pennybyrn at

Maryfield matches your contribution dollar for dollar, thereby paying one-half of the cost of your Social Security benefits.

### **Long Term Disability (LTD)**

Pennybyrn at Maryfield offers a voluntary Long Term Disability (LTD) plan to all regular full-time employees. The benefit begins ninety (90) days following hire. The plan has a 6 month benefit waiting period and benefits are payable to age 65 provided you are still disabled. The insurance provider determines your disability.

### **Supplemental Plans**

Pennybyrn at Maryfield offers a variety of supplemental insurances plans that all employees are eligible for after (90) ninety days of employment.

### **Survivor Benefit Plan**

Pennybyrn at Maryfield provides a survivor benefit plan for all full-time employees. Upon the event of your death, your family may be eligible to receive benefits from our Group Life and AD&D plan, and under COBRA. The life insurance plans provided for the employee allows the employee to designate beneficiaries.

## **OTHER BENEFITS**

### **401K Retirement Savings Plan**

Pennybyrn at Maryfield offers a tax deferred savings plan for all employees. Employees age 21 and up who have completed one (1) year of service and one thousand (1000) hours may choose to join the plan. Pennybyrn at Maryfield will match a percentage of the employee's contribution. Enrollment is held twice annually, April 1<sup>st</sup> and October 1<sup>st</sup>.

### **Credit Union Membership**

Pennybyrn at Maryfield is able to offer our employees and their dependents lifetime membership with Summit Credit Union. Accounts may be opened with \$25.00. See Payroll for details on how to join the credit union.

### **Education/Training**

From time to time, Pennybyrn at Maryfield may arrange to have both formal and informal training programs to enable you to progress in your technical knowledge of our business. All or a portion of the expenses for off-premises training may be paid for by Pennybyrn at Maryfield depending on the nature of the course.

## **EMPLOYEE RESPONSIBILITY**

### **Professional Conduct and Commitment**

Pennybyrn at Maryfield's commitment to its residents and the community is to provide professional services in all facets of business. As part of Pennybyrn at Maryfield, it is extremely important that all members, whether professional or support staff, maintain excellent standards of business conduct. Your actions to residents, family members, and community members reflect upon Pennybyrn at Maryfield's reputation, which has been carefully developed over 60 years. Expectations are that you maintain high work standards and are courteous, friendly, helpful, hard working and professional in all related activities. These expectations also require that you avoid any activity or interest, which may reflect unfavorably upon Pennybyrn at Maryfield's reputation.

**Telephone Courtesy**

Telephone communication is essential to all Pennybyrn at Maryfield business dealings. Your part in presenting a courteous, professional image to all that call Pennybyrn at Maryfield is expected. With each call, you should state your name and an appropriate greeting. Always answer promptly and pleasantly. Remember, you may unconsciously convey feelings or other information simply by your manner of speaking and choice of words. Try to "smile" over the telephone to each person you speak with regardless of how frenzied your day may be.

**Personal Phone Calls**

Employees should not make or receive personal phone calls on our business phones. If there is an emergency call, a message will be taken or the call will be passed onto your leader. Be aware that the caller may be asked the nature of the emergency. Employees are never to use a resident's personal phone.

**Personal Pagers / Cell Phone Use**

Employees may use personal pagers/cell phones on breaks and before/after work only. Employees should turn off pagers/cell phones so that they do not ring while working.

**Appearance and Dress Code**

Pennybyrn at Maryfield expects each employee to present a professional, conservative image through proper dress, personal appearance, and courteous behavior. Employees that work in departments that require uniforms are expected to have clean, neat uniforms for every shift.

Employees will greet residents on behalf of Pennybyrn at Maryfield. First and lasting impressions do matter. We are a professional service company with an excellent reputation. Each employee is expected to project this image by refraining from unbecoming behavior, appearance and dress.

Should inappropriate attire or behavior occur, you will be counseled. If asked to go home, change and return, the time you are absent will be without pay.

**GENERAL INFORMATION ON OFFICE PROCEDURES****Office and Lunch Hours**

Regular full-time employees usually work eight (8) hour days with a one-half (1/2) hour unpaid lunch period. All hourly employees must clock out for their 30 minute break. A paid break period of fifteen (15) minutes each morning and afternoon is permitted. Employees who work six (6) hours or less per day are permitted one paid fifteen (15) minute break and a one-half (1/2) hour unpaid lunch period, if their work schedule indicates the need. Employees are not allowed to eat at their work station or perform work during their meal period, without prior approval of their leader. Employees, who perform work during their meal period or eat at their work stations without such prior approval, will be subject to disciplinary action. Unused break periods are forfeited.

Office hours are from 8:30 a.m. to 5:00 p.m. Monday through Friday, although certain office staff may work on Saturday or Sunday. Service staff maintains schedules, which support appropriate resident care and may include regular Saturday or Sunday work. Office staff and service staff may be reassigned at any time to a schedule which better supports resident or organization needs.

## WORK WEEK, PAY CYCLE, PAYDAY

The work week begins at 12:01 a.m. on Sunday and ends at 12:00 midnight on Saturday. Pay periods are bi-weekly and there are 26 pay periods per year. Payday is normally every other Thursday. The pay period ends on the Saturday prior to payday at 12:00 midnight.

Service staff may work on various shifts. The beginning time and ending time for these shifts may vary according to the needs of the facility and the department to which the employee is assigned.

Weekend schedules will be determined by the needs of the facility and the department to which the employee is assigned.

Leadership reserves the right to change shift schedules and assignments at any time in order to maintain optimal staffing levels.

### Time Recording

The purpose of this policy is to establish guidelines for the implementation of the time clock system. In order to maximize the benefit of this system, Pennybyrn at Maryfield has written these policies to cover the following areas to describe the use of daily time clock use, time clock correction and payroll submission.

### Daily Time Clock Use

All Non-exempt employees of Pennybyrn at Maryfield will use the time clock on each workday. Non-Exempt (overtime eligible) employees will clock in at the beginning of the shift and out at the end of the shift. Non-Exempt employees *are also required* to clock out before taking their lunch break and clock back in before resuming work.

The clock records time in tenths of an hour. An employee may clock in up to seven (7) minutes before or after the scheduled start of the shift and the clock will round the time to equal the scheduled start time. This also occurs at the end of the shift. If an employee clocks either in or out outside of the parameters, the entry will be flagged in the system and the Department Leader will review it when processing payroll.

The Department/Household, as well as the individual employee, will be responsible to insure that the time clock system information is accurate. Whenever an employee does not use the clock to record their time worked, the employee is responsible to inform their leader immediately

Each appointed Leader will review punches from the system. All flagged times will be reviewed and corrected or accepted. The information for benefit time will be input into the system also at this time using the appropriate notification form.

The appointed Leader will maintain a missing "punch" log. Once the employee is oriented to the time clock system, if an employee continues not to use the time clock appropriately, then the employee will be subject to performance correcting action. If the employee does not report missed "punches" then they will be paid for those missed hours on the paycheck following the date on which the hours are reported.

### Payroll Submission

All disputes regarding actual time worked and editing issues must be approved through the

Leadership of the Department. All issues regarding information changes and retro pay will be handled by the Human Resources Department or the Payroll Designee.

### **Vacation Scheduling**

Employees should request Paid Time Off from the leadership in their area at least two weeks (2) in advance. Every effort will be made to accommodate requests, but service to our residents will be the primary focus in approving Paid Time Off requests.

### **Gratuities**

It is the policy of Pennybyrn at Maryfield that no employee is permitted to accept any form of tips, gifts or gratuities in the performance of their jobs. This policy extends to gifts or incentives offered from vendors, families, residents or any other source. Employees accepting any form of tips or gratuities are subject to disciplinary action, up to and including termination. If donations or gifts are received from vendors, they should be turned over to Administration to determine the best organizational use. Families, residents, etc wishing to reward employees for exceptional performance should complete *Caught You Caring* nominations and may make contributions to the *Employee Appreciation Fund* in any amount, at any time.

### **Smoking**

Pennybyrn at Maryfield is committed to providing a "smoke free" work environment. The purpose of this policy is to foster the health and safety of all employees and to protect Pennybyrn at Maryfield equipment. The "smoke free" constraints encompass all Pennybyrn at Maryfield employees. Smoking is only permitted in designated outdoor areas. Employees are expected to only smoke on their breaks or meal breaks. Pennybyrn at Maryfield prefers that employees refrain from smoking during working hours. There are receptacles at both smoking areas for employees to properly dispose of their cigarette butts and other trash. Improperly disposing of cigarette materials could result in a fire hazard. Your understanding and cooperation with this policy is expected.

### **Open Door Policy**

Pennybyrn at Maryfield management encourages any and all communication between employees and their co-workers and/or leadership. Generally, it is appropriate to address any question, issue, or concern personally and directly. However, if you feel your concern cannot be addressed in this manner or the problem needs further resolution you may seek guidance from leadership or Human Resources. With good communication and a conscientious effort to do the best job possible, we can all work to provide the best employment relationships. (See the Grievance procedure for more information.)

### **Inclement Weather**

Pennybyrn at Maryfield will remain open during inclement weather. Employees are encouraged to use caution, good judgment and proper planning when traveling during hazardous conditions. However, we do expect all employees to make every reasonable effort to report to work on time as scheduled.

### **Suggestion Program**

You are our most valuable resource for ideas, improvements, and time or money saving suggestions. All Pennybyrn at Maryfield employees are encouraged to participate. Please submit your suggestions in writing, signed and dated to Human Resources.

## Our Position on Labor Unions

Pennybyrn at Maryfield is a one hundred (100%) percent non-union company. This means that all of you are at liberty to deal directly with the Company management – without any third party intervening or coming between us. We consider this a high compliment to us and to you indicating that you do not feel the need for third party representation.

It is not necessary, and it will never be necessary, to belong to any union in order to work at this Company. We expect to continue to conduct our affairs and relationships with our people so that they will never feel it necessary to belong to a union.

This Company has always tried to deal fairly with employees in every way and to provide everything that goes into making up a good job for everyone who sincerely and honestly deserves such an opportunity, and this we will continue to do.

We are convinced that employees prefer to deal directly with us rather than through a union. Experience shows that where there is a union – there is often trouble, strife and discord. It is, therefore, our positive intention to oppose unionism by every proper means and, in particular, by fair and square treatment. It is quite possible that from time to time employees may be approached by union representatives who will try to sell unionism. In such organizing campaigns, they may make false promises and claims, and frequently distort the facts with respect to business, profits and other matters. Affecting your working relationships with the Company, they may also hand out promises which they actually cannot live up to. We sincerely trust that if and when our employees are approached by union organizers, they will obtain all the facts from both sides. Employees have the right to seek information from Human Resources at any time if questions arise on these matters.

It is also important for employees to keep in mind that any person whom might join or belong to any union will never get advantages or preferred treatment in this Company over those who do not join or belong to a union. Everyone should also know that no person will be allowed to conduct union organizing activities during his/her working time or approach another employee for the purpose of conducting union organizing activities while that employee is on working time. Anyone who does so will be subject to disciplinary action.

## RECEIPT & ACKNOWLEDGMENT OF Pennybyrn at Maryfield Handbook

This Employee Manual is an important document intended to help employees succeed in working for Pennybyrn at Maryfield. Employees are encouraged to keep this Manual and use it as a resource throughout employment with the company. This Manual will serve only as a guide. For specific situations, consult the Manual and your leader. The contents of the Manual may be changed at any time with or without notice.

*Please read the following statements and sign below to indicate receipt and acknowledgment of the Pennybyrn at Maryfield Employee Policy Manual.*

I have received and read a copy of the Pennybyrn at Maryfield Employee Handbook. I understand that the policies, rules and benefits described in it are guidelines only and are subject to change at the sole discretion of the company at any time. I understand that this Handbook supersedes and replaces all other previous Pennybyrn at Maryfield Employee Handbooks for the company.

I further understand that this Handbook does **not constitute a contract of employment** and that my employment is terminable at will, either by myself or the company, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no contract of employment other than “**at will**” has been expressed or implied, and that no circumstances arising out of my employment will alter my “**at will**” employment relationship.

I am aware that during the course of my employment confidential information may be made available to me such as marketing strategies, procedures, systems, client lists, vendor lists, and other related information. I understand that this information is proprietary and must not be given out or shared with others outside the company or used directly or indirectly for my benefit. In the event of termination of employment, whether voluntary or involuntary, I hereby agree not to utilize or exploit this information in any way. I also understand that this Manual is proprietary information and belongs to the company. When my employment terminates for any reason, I will return this Handbook.

I understand that, should the content of this Handbook change in any way, the company may require an additional signature from me to indicate that I am aware of any new or changed policies.

I understand that my signature below indicates that I have read and understand the above statements and have received a copy of the Pennybyrn at Maryfield Employee Handbook.

\_\_\_\_\_  
Employee's Printed Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

*\*\*\*The signed original of this agreement must be given to your leader or HR  
To be filed in your Personnel File\*\*\**