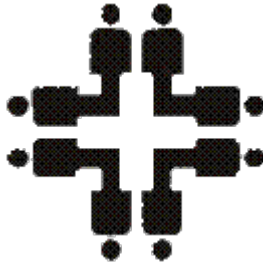


COMMUNITY CARE  
CENTER



EMPLOYEE HANDBOOK  
LEVEL 2

EMPLOYEE HANDBOOK  
COMMUNITY CARE CENTER  
LEVEL 2

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|---|-----------|
| <u>I. Employment Policy Statement .....</u> | <u>4</u>  |
| <u>II. Employment .....</u>                 | <u>5</u>  |
| <u>III. Work Schedules and Pay .....</u>    | <u>10</u> |
| <u>IV. Policies and Procedures .....</u>    | <u>17</u> |
| <u>V. Orderly Procedures .....</u>          | <u>32</u> |
| <u>VI. Communications .....</u>             | <u>40</u> |
| <u>VII. Safety .....</u>                    | <u>45</u> |
| <u>VIII. Benefits .....</u>                 | <u>48</u> |
| <u>IX. RULES FOR YOUR PROTECTION .....</u>  | <u>68</u> |

## **A Message From: Roy Freebourn**

Dear Community Care Center Employee:

Community Care Centers are the product of a caring partnership that was developed to purchase your facility. This partnership is a marriage between the senior housing industry and the long term care industry.

These individuals are bringing their expertise and years of experience together to help dedicated facility staff be the front-runner in long-term health care within their community.

Community Care Centers has implemented an ongoing program to transform your home from a plain Jane facility into a home with multiple levels of care and specialty care units.

Today Community Care Centers is a dynamic organization with a proud start and an exciting future. The company's success will be based on employees who have dedicated themselves to caring for the elderly in a professional and compassionate manner.

It is absolutely essential to the residents, families, staff and management that all health care and support services provided be of the highest quality, practical and consistent with general financial feasibility. Throughout the company we are committed to excellence. This commitment is expressed by our belief statement on what is important to us:

God is First

Taking Care of our Families is Second

Our Jobs are Third

However if we meet the first two goals, the residents in our homes will receive the best loving care in all of this land!

## **I. Employment Policy Statement**

The policy of Community Care Centers is to offer equal opportunity to every employee based on their qualifications only, without regard to, race, color, religion, sex, age, national origin, handicap, or veteran status as defined by law.

Our company will:

1. recruit, hire, train and promote persons in all job areas without regard to race, color, religion, sex, age, national origin, handicap or veteran status;
2. base decisions on employment so as to further the principle of equal employment opportunity;
3. make sure that the promotion decisions follow the principles of equal opportunity by using only valid requirements for promotional opportunities;
4. insure that all personnel activities such as compensation, benefits, transfers, layoffs, return from layoffs, recreational programs, company sponsored training, education and social programs will be determined without regard to race, color, religion, sex, age, national origin, handicap or veteran status.

Community Care Centers follows the rules of the Immigration Reform and Control Act of 1986 by employing only authorized workers.

Community Care Centers has and will continue to support this policy to provide equal employment opportunity and will promote opportunities for minority and female employees.

## **Sexual harassment**

Community Care Centers will not tolerate sexual harassment of any employee by another employee, Supervisor, or contracted labor. Actions such as sexual threats, inappropriate comments or physical touches of a sexual nature are examples of sexual harassment and will be considered enough reason for discipline and possible termination.

Any employee who feels that he or she is a victim of sexual harassment should immediately report the matter to his or her supervisor or the facility Administrator.

## **Resident Admissions and Room Assignments**

Resident admissions and room assignments are made without regard to race, religion color, national origin, age or qualifying disability the same policy as used for all services and facilities offered for the use of residents and visitors. All persons and organizations making referrals or recommendations for admission to our nursing centers should not consider the potential residents race, religion, color, national origin age or handicap.

## **II. Employment**

### **Orientation and Initial Training Period**

The first weeks and months of employment are very important. During this period, you will learn about your work and your company. You will also attend a series of classes where you will learn about the company, your facility, and your duties. This will be your orientation period, and for most facilities the orientation period is 90 calendar days. (If your orientation period is something other than 90 days, your Supervisor will notify you.) You may be eligible to participate in the company's benefit programs after a specific period of time. Your Supervisor will tell you

when you are eligible to participate in these programs.

## **Your Supervisor**

Your Supervisor is an important member of the Community Care Centers team. Supervisors have direct responsibility to see that company goals of quality patient care and positive employee relations are met. They are interested in seeing that you are satisfied, enjoy your job and are successful at Community Care Centers . It is your duty to your Supervisor to act professionally by following his or her directions. Your Supervisor is here to help you do well on your job, so you should work closely with your Supervisor.

A Supervisor has the authority to act in the interest of the company/building by, among other things, counseling, communicating disciplinary action, granting time off, calling off-duty employees and/or transferring employees to cover staffing, assigning employees to specific patients or work tasks, training, orientation, interviewing and screening prospective employees, hiring, suspending and/or terminating employees who violate policies, adjusting complaints, evaluating performance, rewarding, approving time cards, including overtime, and attending to other supervisory duties as required.

## **Health Examinations**

Before employment, health certificates are required and must be renewed annually if required by state or local ordinances. Otherwise, proof of adequate health, being free from communicable diseases, will be required. Furthermore, we reserve the right to perform random drug screening on all employees.

## **Employee Classification Status**

Employees are classified as full-time, part-time, temporary, casual, on-call

or per diem. Your classification will be explained to you during the orientation period.

## **Changing Your Status**

If you wish to change your classification status from full-time to part-time, please discuss the change with your Supervisor or Administrator. A change of classification could affect your eligibility to receive company benefits and your seniority status. It is important that you understand how a change will affect you.

## **Licenses**

When required, licenses must be presented before employment and must be renewed at your expense. Copies of these renewals must be provided to the facility so that we have a current license on file at all times. Failure to maintain current licensure may be grounds for termination. (License renewal fee for facility Administrators will be a reimbursable expense, however C.E.U. expenses will NOT be reimbursed)

Note: We encourage all licensed personnel to carry personal/professional liability insurance for their own protection.

## **Personnel Records**

A personnel record is maintained for every employee. These records are the property of the company and are private. Requests for third party verification of employment, references, or other employment information will be refused unless the company has your written permission allowing such information to be given out. The company may release employee information as required by federal, state or municipal law.

As a current employee you may read your personnel file (on your own time) by making a written request. Your administrator will arrange a

convenient time for such review. You are free to make notes of what is in the file and to point out incorrect information. If incorrect information is not taken care of to your satisfaction, you may add a written memo to your file to indicate the items in question and your version of the questionable item.

## **Updating Your Personnel Records**

Personnel records must be kept up-to-date. You should report all changes of any of the following to your Supervisor immediately: address, telephone number, marital status, name, dependents, payroll, insurance, other deductions, who to contact in case of an emergency.

## **Staff Meetings**

We hold regularly scheduled staff meetings to talk about important issues. Normally, attendance at these meetings is voluntary for those who are not scheduled to be at work during the time of the meeting. Occasionally, the topics to be discussed will be of great importance and your attendance will be required. You will be paid for all time spent at mandatory meetings.

## **Education and Training**

Your facility provides continuing in-service programs. You may be required to attend sessions that are directly related to your particular work.

Every attempt will be made to schedule in-service training during your normal shift or work hours. You will be notified as to the times of in-service training sessions and if you must attend. Time spent in required sessions will be paid on the same basis as work hours.

## **Anniversary Date**

Your anniversary date is the first day of work during your current period

of employment. Many of your benefits and scheduled performance evaluations are based upon this date. (For performance review purposes, a major change in job status, for example—if you are promoted, will change the date of your performance evaluation.)

## **Seniority and Employment**

“Seniority” means length of service from the last date you were hired. Seniority is a fair way to provide greater employment security to employees with longer service. Temporary and casual employees as well as employees in their orientation period have no seniority rights.

A change to full-time from part-time, or from part-time to full-time does not interrupt your seniority. A change to casual employee status would, however, end your seniority; and if you later changed back to full-time or regular part-time status, your seniority and employment date would begin the day you changed back.

Recognition of seniority (or other statements by your Supervisor or others) does not make an employment contract or guarantee employment.

If a reduction in the work force becomes necessary, layoffs would be made by seniority of similar positions, provided those remaining are qualified to fill the remaining positions and available to work the required shifts. Casual, temporary, probationary, and part-time positions would normally be eliminated first. You should also note that in a layoff situation, part-time employees would not normally fill full-time positions. Except for probationary, temporary and casual employees, you will maintain your seniority and recall rights for a period equal to your length of service, not to exceed one year.

## **Termination Notice**

We request at least two (2) weeks prior written notice should you decide to quit your job. This advance notice is given to your Supervisor and will

allow us to find a replacement for you without unnecessary inconvenience to our patients and your fellow employees. This will give us time to prepare your final check for delivery to you without delay. Department Heads and Management Staff are requested to give at least four (4) week's prior written notice. Note: Please reference P.T.O. Policy on page 27 of this handbook.

### **III. Work Schedules and Pay**

#### **Work Hours and Schedules**

1. Work schedules are posted at least two (2) weeks in advance. in case of an emergency, the Shift Supervisor or Administrator may change the schedule and will notify you. You should check the daily schedule for unexpected but necessary changes.
2. We must provide patient care 24 hours per day, seven days per week. Shift changes will only be made when absolutely necessary. The Administrator or his/her representative will set hours of work for part-time and temporary employees, working on other than normal shifts.
3. You are expected to work within your schedule. Payment for any overtime hours will be made in accordance with state and federal wage and hour regulations. Except in cases of extreme emergency, your Supervisor, Director of Nurses, or Administrator must approve overtime in advance.

Employees are not permitted to exchange "off days" or change the work schedule before getting permission from their Supervisor. Special requests for P.T.O. must be made in writing and given to your Supervisor before the work schedule is posted that includes the day(s) off you want. Exchange requests must be signed by both employees and given to your Supervisor for approval.

Note: Salaried employees should have a 45-hour work week with one hour deducted for lunch each day.

## **Pay Practices and Payday**

You will be paid bimonthly. Your paycheck will not be given to anyone other than you unless written permission is received from you.

### **Time of Distribution**

Distribution of payroll checks will be on appropriate paydays no earlier than 4:00 p.m. CST.

Distribution of payroll checks on each payday will continue until the business office closes. After that time payroll check distribution will cease. Distribution will then continue on the next business day during normal business hours. No overtime should be incurred in the distribution of payroll checks.

### **Determination of Appropriate Pay Dates**

Paychecks will be distributed on the 1st and 16 of each month. When these dates fall on a weekend or on a holiday, the following rules apply:

1. Saturday/Sunday Dates — Paychecks will be distributed on the following business day beginning at 4:00 p.m. CST using all other procedures as noted herein.
2. Holiday Dates — Paychecks will be made available on the business-banking day following the holiday in question at 4:00 p.m. CST using all other procedures noted herein.

### **Personnel Authorized to Receive Paychecks**

To provide protection both to Community Care Centers and its employees,

only the employee named on a check is authorized to receive his or her payroll check. Each employee must sign for each paycheck distributed.

Under unusual circumstances employees may authorize another party to receive his/her paycheck (during planned leave time, vacation, etc), however, this authorization must be made in writing and must adhere to ALL of the following criteria:

1. The request must be made in writing,
2. The request must obtain the following information:
  - a. Employee name & employee number
  - b. Name of person authorized to receive the payroll check
  - c. Reason for authorization
  - d. Pay date authorized (only one pay date per authorization)
  - e. Identification for person authorized (Driver's license number)
3. The request must be signed by the employee, AND:
4. The employee's signature must be notarized.

The request must be received and approved by the facility Administrator and the Director of Operations no less than 5 days before the payroll is scheduled for distribution. Authorized distribution personnel must make a copy of the recipient's identification and verify that it matches the employee's request and retain this record in their files.

Required standard deductions will be taken from your paycheck. These include:

1. FICA — Federal Social Security Tax.
2. Federal Income Tax-Your Federal Income Tax withholding deduction will depend upon the W-4 authorization you signed at the time of your employment. Changes in your marital status and dependents will affect

the amount of tax withheld, so changes should be reported right away to the payroll department by completing a new W-4 form.

3. State/City Income Tax — If required, there may also be deductions for State or City income Tax withholding.
4. Voluntary Deductions — Group medical insurance is an example of a payroll deduction that is approved by you.
5. The company will process wage garnishment/assignment as required by law.

As your employer, Community Care Centers contributes to your Social Security (FICA) deduction. In addition, Community Care Centers each month pays an amount into the Federal and State Unemployment Insurance Tax fund. Each of the contributions made by the company is an important benefit to you.

### **Actual Time Worked**

Community Care Center pays only for time actually worked on the job (except as otherwise stated in this booklet). This does not include time spent getting to your department, punching your time card, changing your clothes, or similar activities before your shift starts or after it ends. You should be at your work station prepared and ready to begin work when the shift starts. and you should continue to work up to the time your shift actually ends.

### **Lunch and Rest Periods**

“Break periods” vary among our facilities. During orientation, you will be informed of the facility practices. To make sure the work of your department continues uninterrupted, your Supervisor will schedule your breaks. You are expected to stay in your work area during your scheduled

work time. You must have permission from your Supervisor to leave your work area.

## **Payroll and Time Clock Policy**

Community Care Center has had a continuous problem with employees and their level of responsibility regarding the payroll time clocks. As a company, we have tried several different avenues to deal with the problem but with little success. It is our belief that each employee has the ultimate responsibility to insure they are paid properly. This is accomplished by expecting them to punch the time clock on a consistent basis. Because of those employees who do not feel compelled to be responsible, we have had to come to the decision to enforce the original policy we established which is true “NO-PUNCH-NO-PAY” standard.

We realize there are specific times when there truly are problems with punching in and out, but we have made avenues available to help in these instances, which are outlined below. Our true intention is not to punish the employee, but to let them know that there are certain expectations our company has as a condition of their employment. One of these expectations is to punch the time clock properly.

To insure a streamlined Payroll process, Manual Punch Edit slips will be eliminated.

Adherence to our “NO-PUNCH-NO-PAY” policy will be strictly enforced. This means that if an employee misses a punch in or out, that employee will not be paid.

It is the responsibility of each employee to ensure that his or her time is correct. Each employee has the opportunity to review his or her time through the business office during normal business office hours. Any changes to the employee’s time must be submitted within five business days after the pay period has ended. Changes requested after this time will not be considered

1. For a New Employee: New employees will be given a time sheet to record their time until they are set up in the time clock. After four (4) calendar days the manual time sheet will no longer be accepted. It is the responsibility of the employee to contact the business office to ensure that they are set up to use the hand clock within these initial four (4) calendar days.
2. Employee cannot punch in or out: Refer to Punch Checklist on Page 2. this list will be posted by the time clock at each facility.
3. If the supervisor cannot fix the clock issue at that immediate time: This employee has two (2) opportunities per six months to fix this error as follows:
  - a. Approach his/her supervisor and request his/her supervisor to take their case to the business office manager of the facility.
  - b. The supervisor must then approach the business office manager personally during regular business office hours to identify and verify the employee's problem (For night shift supervisors, it is appropriate to ask a day shift supervisor in the same department to make this effort.)
  - c. The business office manager will then call the corporate office to request such changes to the employee time.

Note: if a particular employee requests more than two (2) punch edits in a six month time, the corporate office must approve these requests. This employee will be required to have retraining on the time clock with the business office prior to working again. This retraining must take place on the employee's own time.

4. If an employee is not physically capable of using the hand clock, there are two options:

- a. He or she can enter his or her ID into the clock: (see Corporate office for details in how the supervisor can enroll the person into the clock)
- b. He or she cannot enter his or her ID into the clock: (This employee will use a manual time sheet)

**Because the sole responsibility for clocking in and out properly rests on the employee, manual payroll checks will no longer be issued for incorrect time. Corrections issued after more than five business days will be paid in the following pay period.**

### **Punch Checklist**

#### How to Punch In and Out

1. At the Enter ID prompt, enter your ID number followed by the # key.
2. Place your hand comfortably on the scanning plate (like a plane landing on a runway)
3. Press your thumb and fingers against the placement pins
4. When your hand is in the correct position, the red lights go out on the hand diagram on top of the Hand Punch Reader.
5. When you are verified properly, the Hand Punch keeps and displays OKAY followed by your ID number.

#### If you are still unable to punch

1. Let any employee punch in or out (The next person in line, for example). This will “clear” the clock and allow you three more attempts to clock in or out. OR

2. Find your supervisor and ask for their help with the time clock, OR
3. If your supervisor is not available, find someone on the list to get help with punching in or out. The facility business office will need to supply this list and place it by the time clock.

## **Overtime**

From time to time, it may be necessary to work overtime. Whenever possible, you will be given advance notice. Overtime payment will be made in accordance with company policy and the law. This will be explained fully during your orientation. Let your Supervisor know if you are interested in working extra hours. Remember, your Supervisor or Administrator must authorize all overtime worked. If you work unauthorized overtime you will be subject to disciplinary action as outlined in this handbook.

## **IV. Policies and Procedures**

### **Attendance**

Our work goes on 24 hours a day, seven days a week. The work of all departments is related to each other, and your presence is very important to prevent an interruption of patient care services. For this reason, we have rules regarding absenteeism and tardiness. The absentee policy will be explained to you during the orientation period. To make sure there is a fair administration of these rules, your Supervisor maintains a record of your attendance. Failure to keep a good attendance record will lead to disciplinary action or possible termination of your employment. **NO CALL—NO SHOW status is grounds for immediate termination. You must call in a report your intended absence to your immediate supervisor or the designated supervisor at least 2 hours before your scheduled shift is to begin.**

## **Performance Evaluation**

Your Supervisor will rate your job performance. New employees will be evaluated at least once before the end of the orientation period. Following your orientation evaluation you will receive a performance evaluation at least once a year. At these intervals a written evaluation form will be completed and discussed with you. Your strengths and weaknesses will be reviewed and specific goals for improvement will be made. There will also be opportunity for you to write comments in regard to your evaluation. It will then become part of your record and filed with the job evaluation form in your personnel file.

## **Leaves of Absence**

Leaves of absence may be granted to regular fulltime and part-time employees who have completed their orientation period. The types of leave and the procedures to obtain a leave of absence follow.

### **Medical Leave of Absence**

*A. Medical Leave of Absence will be granted because of injury, illness, or other physical conditions that prevent an employee from working.*

A Medical Leave of Absence must be requested within the first five (5) scheduled workdays following the start of the absence from work. The written request must also include a physician's statement including diagnosis and the expected return to work date. A Medical Leave of Absence is only granted to employees with over one year of service who have worked a minimum of 1,250 hours.

Medical Leaves of Absence will be granted for thirty (30) calendar days. Extensions to a medical leave may be granted if requested within five (5) calendar days of the expiration of the leave or any extension. Requests for extensions must be in writing and be accompanied by a physician's

statement that includes diagnosis and the expected return to work date.

A Medical Leave of Absence with extensions may not exceed six (6) months.

### *B. Family and Medical Leave Act of 1993*

The following define the policy and procedure of the Company with regard to family leave required by the Family and Medical Leave Act of 1993 (FMLA):

#### **Reasons for the FMLA**

Employees who have worked for the Company for at least twelve (12) months and at least 1,250 hours during the prior twelve (12) months may take up to twelve (12) weeks of unpaid leave (FMLA) for the following reasons:

- Birth and/or care of a child of the employee;
- Placement of a child into the employee's family by adoption or by foster care arrangement;
- Care of the employee's spouse, child or parent who has a serious health condition; or
- Inability of the employee to perform the functions of the employee's position due to a serious health condition.

#### **Calculations of Amount of FMLA Leave**

Any FMLA leave taken by an employee during the preceding 12-month period will be used to determine the amount of available leave pursuant to the Family and Medical Leave Act. For example, if an employee used four weeks of leave beginning February 1, 2001, four weeks of leave beginning

June 1, 2001, and four weeks of leave beginning December 1, 2001, the employee would not be entitled to any additional leave until February 1, 2002. On February 1, 2002, the employee would be entitled to four weeks of leave and on June 1, the employee would be entitled to an additional four weeks, etc.

### *Birth, Care or Placement of Child*

The right to family leave for the birth, care, and/or placement of a child into an employee's family may only be taken within the twelve (12) months after the date of the birth or placement of the child. In the case of unpaid leave for the birth, care or placement of a child, intermittent leave or working a reduced number of hours is not permitted, unless both the employee and the Company agree. If both spouses are employed by the Company, the combined leave for either birth, care and/or placement of a child shall not exceed twelve (12) weeks. However, each employee may use the remainder of his or her individual FMLA for other allowable reasons.

### *Serious health Condition*

For purposes of this policy, a serious health condition means an illness, injury, impairment or mental condition that involves:

1. Any period of incapacity or treatment in connection with or consequent to in-patient care in a hospital, hospice or residential medical care facility.
2. Continuing treatment by a health care provider and one of the following:
  - a. A period of incapacity greater than three (3) calendar days and that included two or more treatments by a health care provider or those under the provider's supervision, or at least one treatment with a

regimen of continuing treatment (such as taking prescription medication);

- b. Any period of incapacity due to pregnancy;
  - c. Prenatal care;
  - d. Any period for chronic serious health conditions. A chronic serious health condition is a condition which:
    - i) Requires periodic visits for treatment by a health care provider or those under the provider's supervision;
    - ii) Continues over an extended period of time; or
    - iii) May cause episodic incapacity;
  - e. A periodic incapacity, which is permanent or long, term for an untreatable condition (e.g., Alzheimer's);
3. Any period of absence to receive multiple treatments for restorative surgery or a condition in the absence of the treatment would likely result in a period of incapacity for more than three days.

A serious health condition does not normally include the common cold, the flu, earaches, upset stomach, and minor ulcers, headaches other than migraines, or routine dental orthodontia or periodontal problems. (NOTE TO EMPLOYERS: *the final regulations include substance abuse as a possible serious health condition.*)

### **Intermittent Leave**

In the case of unpaid leave for serious health conditions, the leave may be taken intermittently or on a reduced hours basis only if such leave is medically necessary. When an employee requests intermittent leave or

leave on a reduced hours basis due to an immediate family member's or the employee's own serious health condition, the Company has the option, in its sole discretion, to require the employee to transfer to a temporary alternative job for which the employee is qualified and which better accommodated the intermittent leave or reduced hours leave than the employee's regular job.

If the employee is an exempt salaried employee, the Company and the employee will document the employee's normal work schedule or average hours worked in a week. Any intermittent unpaid leave will be deducted on an hourly basis determined by dividing the weekly salary by either the normal work schedule or average hours worked.

#### *Paid Leave and FMLA Leave*

Employees may be required to use their available PTO during the twelve (12) week family leave period when family leave is taken because of serious health conditions. NOTE: That portion of the family leave of absence, which is paid time off, will be with pay according to the Company's policies regarding paid time off. The employee will be notified orally, within two (2) business days from the date the Company learns that the leave is for FMLA reasons, that the paid time off will be counted towards the twelve (12) weeks of family leave, the Company will confirm the oral notification by the following payday (or second payday if the period after the oral notification is less than one week).

#### *Notification By Employee*

When the necessity of leave is foreseeable due to the expected birth or placement of a child, the employee must provide the Company at least thirty (30) days notice of the employee's intention to take leave. If the date of birth or placement of a child requires the employee's leave to begin in less than thirty (30) days from the date of notice to the Company, the employee must provide such notice as soon as practical.

Where the necessity for leave is due to a family member's or an employee's own serious health condition and is foreseeable based on planned medical treatment, the employee must:

1. Give at least thirty (30) days notice, or as soon as practical if treatment starts in less than thirty (30) days; and
2. Consult with your supervisor or administrator and make reasonable effort to schedule the treatment so as not to unduly disrupt the operation of the facility or department, subject to the approval of the health care provider.

Where the need for leave is unforeseeable, the employee must give notice as soon as practical. Any leave request based on a family member's or employee's own serious health condition must be supported by certification from a health care provider. The employee must provide a copy of the certification to the Company in a timely manner. (Fifteen (15) calendar days will be allowed to provide the certification). The Company will use Form DM-380 for certification from the health care provider. All appropriate information must be provided on Form DM- 380. Failure to provide the certification in a timely manner will result in denial of the leave until the certification is provided. The Company will notify the employee if the certification form is incomplete and the employee must provide the additional information.

### *Employee Benefits Under FMLA*

During family leaves of absence, the Company will continue to pay its portion of the health insurance premiums and the employee must continue to pay his or her share of the premium. Failure of the employee to pay his or her share of the health insurance premium may result in loss of coverage. If the employee fails to pay his or her share of the insurance premium in a timely manner, the employee will have a grace period of thirty (30) days. At least fifteen (15) days before the expiration of the

grace period, the Company will mail a written notice to the employee informing the employee of the date the insurance will expire if the employee's share of the premium is not paid.

### *Accrual of Employment Benefits*

During the leave, the employee shall not accrue employment benefits such as vacation pay, sick pay, pension, etc. Employment benefits accrued by the employee up to the day on which the family leave of absence begins will not be lost.

### *Employee s Reporting Requirements*

The Company may require an employee on FMLA leave to report periodically on his or her status and the intention of the employee to return to work, and also periodic re-certification of the medical condition. The Company will notify the employee in writing of its initial requirement for medical certification. The Company will advise the employee of its need for additional medical certification either verbally or in writing. The interval for subsequent certification should be at least ten (10) days, or beyond the initial period of incapacity set forth in the original medical certification, whichever is greater, unless circumstances have changed significantly or the Company receives information which casts doubt about the employee's stated reason for the absence. If the Company receives a complete medical certification, it will limit its inquiries to the healthcare provider for clarification and authenticity. If the employee is covered by worker's compensation, the Company will follow the worker's compensation procedures.

An employee taking leave due to the employee's serious health condition is required to obtain certification that the employee is able to resume work prior to the return from any FMLA leave.

### *Restoration of Employees Returning from FMLA Leave*

Employees who return to work from Family Leave of Absence within or on the business day following the expiration of the twelve (12) weeks are entitled to return to their job or an equivalent position without loss of benefits pay.

**Procedures:**

Applications for family leave of absence must be submitted in writing and signed by the employee's immediate Supervisor. Applications should be submitted at least thirty (30) days before the leave is to commence or as soon as possible if thirty (30) days notice is not possible.

Appropriate forms should be submitted to Human Resources to initiate a family leave and to return the employee to active status.

Each employee taking leave that meets the requirements for FMLA leave will be provided the "Employer Response to Employee Request for Family or Medical Leave" form (Form DM481). The Company will inform the employee of its response, either to the employee's request for FMLA leave or upon learning that the employee's absence from work is for a FMLA reason, within two (2) business days. If the employee is not eligible for FMLA leave, the employee shall be informed of that fact.

All medical documents, including the medical certificates, shall be maintained in the employee's separate confidential medical file. All other documents shall be maintained in the employee's personnel file. The Company will keep a record of all FMLA leave on its payroll records designated FMLA for every hour taken.

*C. Military Leave of Absence*

Military leave of Absence will be granted to any employee who is on active duty in the U.S. Armed Forces (including National Guard or Armed Forces Reserves) in accordance with all applicable laws.

## **Reinstatement From Leave of Absence**

Employees returning to work from any type of leave of absence must give two (2) weeks advance notice of return to work. Without such notice, the date of the return may be delayed until arrangements can be made for your return to work.

Employees returning from a leave of Absence will return to work in accordance with all applicable laws.

## **Benefit Continuation While on Leave of Absence**

Length of Service will continue to add up on any leave of absence.

During any leave of absence, all benefits based on hours worked and/or paid are suspended. If an employee desires to continue health insurance while on medical leave of absence, the employee is responsible for paying the employee portion of the premium. Health insurance may be continued while on any other type of leave of absence, but the employee is required to pay the full premium by the first of each month.

If an employee fails to return to work after the expiration of a leave of absence or any extension of leave, the employee will be considered as having resigned without notice.

## **Promotion**

It is our policy to promote from within the facility whenever possible. Regular attendance, good attitude, and demonstrated good job performance, etc. contribute greatly toward consideration for promotion. Where these facts are equal within accepted levels, seniority will be the deciding factor for promotion.

## **Employee Transfers**

Employees should feel free to inquire about and/or pursue transfers to other company locations in other geographical areas.

To be eligible to apply for a transfer, you must have at least six (6) months of service and a satisfactory work record.

If you are interested in pursuing a transfer, you should first notify your Supervisor and Administrator. They will, in turn, contact the facility or office that you are interested in to notify them of your interest in a transfer. That facility or office will then coordinate the necessary steps to complete the requested transfer.

Note: Should you apply for a transfer and be accepted, no relocation costs will be reimbursed to you, unless preauthorized in writing by the Corporate Office. It is important to note that wage scales can vary by location. Your salary or hourly rate may change upward or downward depending on your new location.

## **Hiring of Relatives**

Hiring of immediate relatives (spouse, children, brother, sister, mother, and father) will be allowed with the written approval of the Chief Executive Officer. It is our policy not to hire the immediate relatives of the Administrator, Director of Nurses, Department Heads, or Nursing Supervisors. Employees may not work in any areas where their Supervisor would be a relative.

## **Confidential information**

All information concerning our residents' medical and financial records, such as charts, medication, financial folders, doctor's orders, nursing care received, patient's condition, etc., must be kept strictly confidential. You

may never discuss the information contained in these records with other individuals who do not have authorization. Requests for such information should be referred to your Supervisor or Administrator. All employees are required to sign acknowledgement of the confidentiality policy upon hire. Violation of terms within this policy could result in termination.

## **Paid Time Off Policy**

### **Effective Date 07/01/02**

It is the policy of Community Care Centers (the “Company”) to provide a paid time off benefit (PTO) to its salaried and hourly employees as enumerated herein.

### **Whom does this policy cover?**

All full-time Company employees, both hourly and salaried are covered by this policy: At this time, PRN and part-time employees are not eligible for PTO benefits.

### **What Is PTO?**

PTO stands for *paid time off*. That is, compensatory payments for which they are not required to be physically “on the job.” PTO can be applied to any situation at the employee’s discretion, subject to the policies noted below. It is intended to replace policies formerly in place that pertained to vacation pay and sick pay. Additionally, employees may now use earned PTO time to be compensated for days missed due to illness. However, please note that if the Company at any time feels that this privilege is being abused, it reserves the right to retract this benefit without prior notice, either in its entirety or on an employee-by-employee basis. Company policies for holiday pay are not impacted by this policy. Paid time off for bereavement is as follows for all full-time employees: Spouse,

parent or child — **3 days**, Siblings, Grandparents or in-laws **1 day**.

(If additional time is required the employee must take PTO if available, or, take time off without pay for the other two days.)

### How is PTO Earned?

PTO is earned on a fractional basis each pay period, depending on your length of service and your position within the Company. Employees must complete at least one full year of full-time employment prior to becoming eligible for PTO.

PTO is accrued based upon a fulltime equivalent work year, that is, a work year that contains 2,080 regular and/or overtime hours worked (52 weeks x 40 hours per week = 2,080 hours). Because the Company pays its employees on a semi-monthly basis, an employee who works 86.67 hours per pay period will accrue their maximum PTO allowance for that pay period. However, employees who work a minimum of 65 hours per period are eligible for fractional benefits.

### Requesting PTO Benefits

Employees with earned PTO must request PTO in writing on the appropriate form that may be obtained from the business office. The employee, their supervisor, and the facility administrator must sign these forms. Forms, which have not been fully completed and/or signed by all parties, are not considered to be valid requests.

In the case of conflicting PTO date requests, the employee with the earliest filed PTO request will be granted his/her choice of PTO dates.

### PTO Eligibility

Eligibility for PTO benefits will accrue beginning with the employee's first day of employment and will terminate on the date of request of

written notice of voluntary termination or on the employee's actual termination date, whichever is earlier.

### Unused PTO

PTO awarded on each anniversary date cannot be carried over to subsequent years. All unused PTO hours left over from the previous year will be forfeited on each anniversary date. Exceptions to this policy will only be made on the authority of the President of the Company (or his designee) and then only in the event that the Company requests that you delay scheduled PTO for its benefit.

### PTO Available Upon Employee Termination

PTO benefits will be paid upon voluntary termination ONLY to those employees who provide adequate notice of termination as detailed below. PTO benefits will NOT be paid to any employee who is involuntarily terminated or who does not provide the minimum amount of working notice as detailed below. NO EXCEPTIONS will be made to this policy.

It is expected that all employees will give appropriate notice of any voluntary termination. Salaried employees are expected to give at least 4 weeks notice and hourly employees are expected to give at least the minimum amount of working notice prior to voluntary termination, any unused PTO as of the employee's termination date will be paid at the employee's standard rate of pay on the next standard pay date.

For Corporate Officers/Employees and Administrators, notice is defined as a written notification from the employee to the President of the Company (or his designee) of the employee's facility which contains at minimum the employee's name, date of the notice, the last day of employment, and a reason for the voluntary termination. On the date of notice, the process of accruing PTO time based on tenure will cease.

PTO amounts to be Accrued

**Facility Employees**

- 05 Days Following 1 Full Year of Employment
- 07 Days Following 2 Full Years of Employment
- 09 Days Following 3 Full Years of Employment
- 11 Days Following 4 Full Years of Employment
- 13 Days Following 5 Full Years of Employment
- 15 Days Following 6 Full Years of Employment

**Holiday Pay Policy**

**Effective Date 01/01/02**

It is the policy of the Company to provide holiday pay to its employees as described in the following sections. For purposes of holiday pay determination, the term “full-time” applies to all salaried employees, all department heads, and all hourly employees who average at least **30 hours** worked per week. Exceptions to this rule can only be made by the President of the Company (or his designee).

Who is Covered by this Policy?

All full-time Company employees who have been employed for at least 90 days are eligible for holiday pay. There are different criteria for salaried and hourly employees as noted below. At this time, PRN and part-time employees are not eligible for holiday pay.

Company holidays are as follows:

New Year's Day  
Labor Day  
Memorial Day

Thanksgiving Day  
Independence Day  
Christmas Day

*Who is Eligible for Holiday Pay?*

All full-time salaried employees who have completed at least 90 days of employment are eligible for holiday pay. Hourly employees are eligible for holiday pay if:

1. They are full-time employees, AND
2. They have completed at least 90 days of continuous employment, AND
3. They are not scheduled to work on the holiday in question, AND
4. They work the day before the holiday in question, AND
5. They work the day after the holiday in question.

All five criteria **MUST** be met for holiday pay to be approved for hourly employees.

## **V. Orderly Procedures**

### **Resident Relations**

One of our primary jobs is to maintain good relations with all our

residents. At times, this may be difficult; however, courteous treatment of our residents and their families is important for everyone.

Your approach to and handling of our residents should always be on your mind. It is our primary objective to see that they are handled with gentle care and dignity, and that their needs are met in a timely and efficient manner. Always perform your duties consistent with the Patient Bill of Rights.

Occasionally, an employee may be accused of resident abuse (physical or verbal) or neglect. If this happens, a full investigation will be made in accordance with corporate abuse policy and procedures as well as State and Federal guidelines as applicable. Employees accused of abuse will automatically be suspended for 3 days pending the investigation. Upon completion of the investigation the employee will be informed of the findings. If the allegation is unsubstantiated, the employee will be reinstated and compensated for missed time. If the allegation is substantiated, appropriate disciplinary action will be taken.

### **Parking Lots, Lockers, and Packages**

In most facilities, designated parking areas are provided for your convenience and safety. However, we cannot be responsible for any damage or theft that occurs to your vehicle while it is parked on our property.

You are responsible for your personal belongings (such as purses, wallets, and keys) at all times.

Management may inspect locker contents as well as packages and personal belongings carried in and out of the facility.

## **Rules of Conduct**

Our main goal is to consistently provide quality care to our residents. To do this, it is necessary to have rules that govern our conduct at work. The purpose of these rules is not to restrict the rights of anyone, but to define and protect the rights of everyone.

No employee may have children accompany him or her to their workplace. If children, other family members or friends visit employees at work, it must be during scheduled breaks and only in designated break areas.

Your Supervisor will give you the Community Care Center's general rules as well as any specific facility rules. As a member of the Community Care Centers team you are responsible for understanding and abiding by these rules. When a situation develops that is not covered by a written rule, you are expected to use common sense and confer with your immediate supervisor.

## **Telephone Procedures**

1. ***Answering Telephone Calls*** — All employees will be expected to answer the telephone from time to time. When answering the telephone, remember that the only impression many people will receive of our facility is the one they receive when you answer the telephone.

The right way to answer the telephone is as follows:

With a pleasant and distinct voice say, “Good morning (afternoon or evening), your facility name and your name”.

These way callers know they have the right number and know the name of

the person with whom they are speaking.

If the person being called is not in, ask if you may take a message or if they would care to leave their name and number. Remember, over the telephone your voice **IS** your company.

2. ***Placing Private Calls*** — The routine daily work of our facility burdens the telephone system. You should not use the facility telephones for personal calls except in emergencies with your Supervisor's permission. Also, Resident's personal phones are NOT to be used under ANY circumstances.

All incoming calls are referred to the business office. In case of an emergency, you will be notified immediately of the call. Otherwise, a message will be taken and you may return the call on your break. Excessive incoming personal calls of a non-emergency nature will be subject to disciplinary action.

## **Your Appearance**

The personal appearance of all employees of Community Care Centers is extremely important to our image with our patients, visitors and the general public.

Without restricting individual taste, it is the policy of Community Care Centers to require reasonable personal cleanliness; good grooming and appropriate dress while employees are on duty.

Community Care Centers has established the following guidelines as reasonable standards of cleanliness, grooming, and dress for all employees.

1. In the interest of health and safety, sandals, clogs, and thongs may not be worn. Shoes should be well fitting with non-slip soles that are not open-toed or high-heeled. Shoes should provide safe and secure footing, protection against hazards, and be quiet for the comfort of the residents.
2. General attire must be clean, neat, moderate in style and appropriate for the type of work being performed. Clothes generally considered inappropriate and not to be worn include: Jeans, clothes that prevent ease of movement (lifting, bending, reaching, stooping), or skirts shorter than one inch above the knee. No mottos or commercial advertisements on clothing will be allowed. Proper undergarments should be worn at all times.
3. No T-shirts, see-through shirts, shifts nor necklines more than 2” below collarbone will be allowed. Halter-tops, tank tops or similar apparel are not acceptable.
4. Employees who work in food service must wear hairnets or caps, and comply with other local health department requirements.
5. The only jewelry that may be worn is a low profile wedding ring and watch. Earrings or other body rings other than studs should not be worn at any time, as a patient could accidentally rip one from your body, and is therefore a safety issue.
6. Fingernails should be kept clean and cut to an appropriate length so as not to cause injury to the resident.
7. Employees who are required to wear smocks must keep them clean, neat and well-pressed at all times.

8. Gait Belts will be considered a part of the daily nursing staff uniform.

### **Smoking**

Smoking is allowed ONLY in employee-designated areas and NEVER in the corridors, living rooms, patients' rooms, nurses' stations, kitchen, storage areas or near any room where oxygen is stored or is being administered. Smoking is expressly prohibited outside main entrances of the facility (i.e., all non-service entrances).

### **Leaving Facility Premises**

If it should be necessary to leave the facility during working hours, you must get permission from your immediate Supervisor. Following your workday, you should leave the premises within ten (10) minutes after the end of your shift. Anyone who must wait for transportation should do so only in the designated area n not in-patient care areas.

### **Gratuities**

1. You may not accept gifts/tips of any kind from our residents, their families or relatives.
2. Do not accept any gift for services performed as part of your duties at the facility.
3. Decline all gift offers with a thank you.

### **Conflict of Interest**

Engaging in private business dealings with a resident or family member may be considered a conflict of interest. Your Administrator must approve

any such arrangements.

### **Patient's Property**

Be extremely careful not to remove patients' personal items accidentally while removing food trays, changing linens, or cleaning rooms. Alert your Supervisor or Administrator if you find that forgetful residents have valuables in their possession. Purchase of any item from a resident is not allowed (except through an authorized resident craft sale). Only the Administrator, Director of Nurses, or Shift Supervisor may assume, even temporarily, the possession or control of residents' personal property and then only for the purpose of putting it in a safe place and issuing receipts.

### **No Solicitation**

Solicitation by an employee of other employees is prohibited while either person is on working time. Working time is all time when an employee's duties require that he or she be engaged in work tasks, but does not include meal periods, scheduled breaks, or time before or after a shift. In addition, solicitation is prohibited at all times in immediate patient care areas.

### **No Distribution**

No person, employee or otherwise, is permitted to, for any purpose, distribute written or other material during work time, to working employees in any work area or immediate patient care area.

### **No Access Rule**

Employees are not permitted entrance into the interior of the facility or outside work areas during their off-duty hours, unless they are in the

building to visit a resident. Such visits must be confined to the resident's room or such areas designated for residents visitors.

### **Non-employees (including Former Employees): No Solicitation, No Distribution and No Trespassing Rule**

Solicitation, passing out literature or trespassing by non-employees or former employees is not allowed on facility property. Non-Employees and/or Former employees may not visit or solicit residents unless the resident submits a request for that employee to visit. **ALL visitors MUST sign in at the reception desk and list the name of the resident they are requesting to visit.** If a request for visitation privileges is extended to a former employee, visitation will be restricted to a specific area. The non-employee and/or former employee will not be allowed to roam the facility at will. Any violations to this rule will be considered trespassing and the individual will be asked to leave the premises. Failure to do so will be considered trespassing and the proper authorities will be notified. Please observe these rules and immediately report any violations to your Supervisor.

### **Your Attitude**

You play an important part in creating a favorable attitude toward our facility in the community. Our reputation is often judged by the organization, efficiency, and courtesy of our staff. Keep in mind that our residents are often in a new environment and may need time to adjust to their new surroundings. Families will also be very concerned about the care that residents receive. Therefore you must observe the following guidelines:

1. Be patient with all requests and demands.

2. Be courteous, not only to the residents, their families, and friends but also to your fellow employees.

## **Quiet Please**

Quiet is essential to the well-being of our residents and is helpful in the performance of our own duties. Efforts to speak in a low tone of voice and handle equipment quietly have a positive effect on the moods of residents and personnel alike.

Remember: We work in our Residents' home...they don't live in our workplace.

## **Residents' Rights**

Residents living in this facility are entitled to dignity and respect. We have both a moral and legal responsibility to communicate and preserve their rights with our best efforts. It is your responsibility to know and understand the rights of our patients. This area is covered in your initial training and in various continuing in-services.

## **VI. Communications**

### **Free Exchange and Opinion Surveys**

A free exchange of information about matters that concern employees and their company is necessary for the good of all. Everyone is encouraged to ask questions and to make known their opinions and suggestions. We will always try to let you know what the company is doing and its plans.

Opinion surveys may be conducted from time to time to obtain your ideas and suggestions on conditions. Communications meetings are held on a regular basis to keep employees informed on developments within the

company.

## **Bulletin Boards**

Bulletin boards are placed at various locations throughout the facility and display various governmental and company notices. All other items must be approved by the Administrator before posting.

## **Employee Communications Meetings**

Employee Communications Meetings will be held on a regular basis to give you important information and to ask for your suggestions concerning the company. These meetings will normally consist of small groups who will meet with the Administrator and/or other members of management to talk over your concerns, benefits, and ideas. You will be invited to attend these meetings periodically.

Employee Communications Meetings will allow you and facility management to exchange ideas and information freely. Please give us any ideas you might have for making Community Care Centers a better place to work. Minutes of these meetings will be posted on the bulletin board.

## **Improvement/Suggestions**

You are in an excellent position to suggest better ways of doing things in our facility. There may be an easier and better way to do a job, cut waste, and improve better patient care. Please feel free to discuss suggestions with your administrator or submit your suggestion or comments in writing.

## **Questions, Complaints/Adjusting Problems**

Most employees will have questions from time to time. If you do,

remember, the only way we can answer your questions or resolve your problems is for you to tell us about it. Your Supervisor knows more about you and your job than any other member of management and is, therefore, in the best position to handle your problems directly and promptly. Your Supervisor is your first step of communication within the company and is entrusted to resolve problems so that you can do your job.

Community Care Centers maintains an “open door” policy within all levels of management for all employees. However, you should first try to solve your problem through your Supervisor before requesting to see someone else.

### **Formal Complaint Procedure**

Our intention is to fairly administer policies and procedures. We recognize, however, that employees at times may feel these policies are misapplied or misinterpreted and, as a result, would like a formal review of any controversy, dispute or misunderstanding. Should you have a complaint, follow the outline below:

1. Refer to the specific policy which is in question.
2. Established company policy or procedure is not subject to the complaint procedure. It is only the interpretation or the carrying out of these policies that create a formal complaint.
3. Involuntary termination is not subject to formal complaint by an employee in the orientation period. Employees not in orientation should submit a discharge appeal directly to Step Four.
4. Every formal complaint must be stated in writing within five (5) working days after the problem becomes known to the employee.

Otherwise, the problem will not be reviewed under this procedure.

### **STEP 1**

The employee is to submit the written, dated complaint to his or her immediate Supervisor. The Supervisor will try to solve the employee's complaint during the first meeting. If unable to reach a settlement, the Supervisor will look into the situation further and within three (3) working days meet with the employee and propose a solution to the complaint. If the employee still is not satisfied, he or she may proceed in a timely manner to Step 2. Referral to Step 2 must be within three (3) workdays after the proposed solution of Step 1 is discussed.

### **STEP 2**

The complaint is to be reviewed by the employee's Department Head. If the Department Head has not resolved the problem satisfactorily within three (3) working days, the employee may proceed in a timely manner to Step 3. Referral to Step 3 must be within three (3) workdays after receipt of Step 2 decision.

### **STEP 3**

The complaint is now to be in written form, indicating only the problem, the policy or procedures that are affected, if any, and what the employee thinks would resolve the problem. This written complaint is to be given to the Administrator promptly. The Administrator will give a decision within five (5) working days following receipt of the written complaint. If the complaint is not taken care of to the employee's satisfaction, it may be referred to Step 4. Employees may get Formal Complaint Resolution forms from the business office in your facility. Referral to Step 4 must be within five (5) workdays after the Step 7 decision is made.

## **STEP 4**

The employee may refer the complaint to the Director of Operations. He or she will give a decision within ten (10) days following receipt of the written complaint. If the complaint is not resolved to the employee's satisfaction, it may be referred to Step 5. Step 5 must be within five (5) workdays after the Step 4 decision is made.

## **STEP 5**

The employee may refer the complaint to the Chief Executive Officer. His or her decision shall be final. A decision will be rendered within fifteen (15) days from receipt of the complaint.

## **Care Line**

It is your responsibility to communicate with your facility management to resolve any concerns you may have. We are confident that in most cases this approach to answering your questions will be satisfactory.

If you have a problem, question or concern:

First: Talk to your supervisor

If your supervisor is not available or you cannot resolve the question, then;

Second: talk to the next higher person of authority or facility administrator.

Please remember that the administrator is responsible for your facility and to make every effort to answer

questions and resolve concerns through your supervisor, department head, and administrator. In most cases, this approach will be satisfactory.

Third: On rare occasions when other communications methods have been exhausted and you find it necessary to talk with someone about a significant problem, a question or particular concern, call the CARE LINE!

You can reach the CARE LINE at: (940)-220-6440 ex209

## **VII. Safety**

### **Policy and Your Responsibilities**

Our policy is to provide you with a safe working environment. If you are injured while on duty you must report the injury immediately to your Supervisor. We want you to receive proper care and treatment to minimize the seriousness of any injury. You must be dedicated to the idea that every accident can be prevented.

Your responsibilities are:

1. Read, understand, and obey all safety regulations.
2. Report all accidents to your Supervisor immediately.
3. Correct safety hazards in your area when they are first discovered.
4. Report all safety hazards to your Supervisor immediately.
5. Cooperate fully with all safety and claims investigations.

## **Safety Committee**

The Safety Committee is responsible to the Administrator for conducting an ongoing accident prevention program. It consists of a Chairperson, Secretary, and one member representing each department. Committee members are chosen by the Administrator to participate in the Safety Committee. Even if you are not a member, the Safety Committee is always interested in hearing your comments. If you have an accident during the month, you may be asked to attend the Safety Committee meeting to explain the circumstances.

## **Safety Rules**

1. All accidents, no matter how minor, must be reported to your Supervisor immediately. Your Supervisor is required to make a complete investigation and complete an Investigation Report, and you will be required to complete an Employee Report of injury.
2. All lifting and moving of residents will be done according to your facility's procedures. You should have knowledge of appropriate lifting techniques.
3. The employee who first identifies a hazard must clean up all spillage immediately.
4. Push, do not pull, rolling items (dish and cleaning carts, etc.). Avoid having your hands where they can strike doorframes or other objects.
5. Floors must be mopped on only one side at a time. Wet floor signs must be posted.
6. Do not stand on any object other than step stool or ladder or other

equipment designed for that purpose.

7. Guards on power equipment (saws, food choppers, graters, slicers, etc.) must be kept in place at all times.
8. Bed cranks, cabinet drawers and doors, etc., must be left in a non-hazardous position.
9. Electrical cords must not be placed or strung across hallways, stairs, open doorways, or walkways, etc. unless observed or monitored.
10. Electrical cords must be kept in good condition. If a cord is frayed, a plug loose, or grounding pin on the plug is broken, the cord must not be used. Report it immediately to your Supervisor. The use of extension cords should not be permitted in resident rooms.
11. Needles are to be disposed of in proper containers, not in the regular trash.
12. Immediately report to your Supervisor any unsafe conditions or practice that might cause injury or damage equipment.
13. Horseplay, unsafe conduct, or unsafe acts are prohibited at all times.
14. Other unsafe acts or creation of unsafe conditions that may be considered against safety regulations are prohibited.

*Failure to perform your job in a safe manner can cause severe injury to yourself your fellow employees, and residents of your facility. Violation of safety regulations may result in disciplinary action up to and including suspension subject to discharge.*

## **Accident investigation**

The Supervisor and/or the Safety Committee and/or the Administrator will investigate all accidents involving employees, residents, or visitors as soon as possible. If necessary, an outside investigator is available to investigate serious injuries.

## **Fire Prevention and Disaster Plan**

Your good housekeeping and watchful eye are among our best guarantees of fire prevention. It is your responsibility to know the fire regulations and learn the locations of the fire extinguishers, fire alarms stations, and exits in the facility. Flammable material should be stored only in appropriate containers and areas.

A complete disaster plan has been prepared and is available in each department. You must read and be familiar with the plan.

## **VIII. Benefits**

### **Benefit Summary**

A complete description of your benefits program is provided in your facility/office Benefits Folder, which is given to you during your orientation. Read the material thoroughly as you may be required to complete certain enrollment forms.

## **COMMUNITY CARE CENTERS**

### **SUMMARY PLAN DESCRIPTION OF THE EMPLOYEE INJURY BENEFIT PLAN**

The Company, in its continuing concern for its Employees, is pleased to announce the adoption of the Community Care Centers Employee Injury Benefit Plan (“Plan”). We feel this Plan greatly enhances our benefits by providing medical and salary continuance benefits (“Benefits”) in the event you experience an on-the-job Injury in the course and scope of your employment with the Company.

The following Summary Plan Description is intended to generally explain and give an overview of the various Benefits offered by the Plan and the terms and conditions under which Benefits will be payable. A more detailed description of Benefits, exclusions, and requirements is contained in the Community Care Centers Employee Injury Benefit Plan.

#### **A. GENERAL INFORMATION**

The Company’s name, address, telephone number, and Employer Identification Number are:

Community Care Management Services  
1714 Teasley Lane  
Denton, TX 76205  
Telephone: (940) 220-6440  
205626490

The Plan Administrator’s name, address and telephone number are:

Stacy Toney  
Community Care Management Services  
1714 Teasley Lane  
Denton, TX 76205  
Telephone: (940) 220-6440

## **B. WHAT THE PLAN COVERS**

The Plan covers accidental, on-the-job injuries you may experience in the course and scope of employment with the Company. “On-the-job injuries” mean injuries that occur as a direct result of your performing a job-related task as a part of the normal and expected requirements of your job duties and responsibilities. The injuries covered by the Plan, as explained below, will be referred to in this Summary as an “occupational injury.”

## **C. YOUR RESPONSIBILITIES**

In the event of an occupational injury you must immediately report the injury to your Supervisor or other designated person. You must also complete any injury or accident report required by the Company for every injury, regardless of the nature or severity. Failure to immediately report an injury may subject you to disciplinary action.

You have the obligation and responsibility to observe all safety rules and follow safe working practices at all times and to use appropriate safety equipment as provided. You must report to your immediate Supervisor any faulty equipment, hazardous conditions, damaged property, blocked passageways or exits, or any other conditions that may be a safety hazard to Employees, guests, and others. Failure to observe all safety rules may result in disciplinary action.

## **D. HEALTH CARE PROVIDER**

It is the intent of this Plan to provide the highest quality health care to Participants who suffer occupational injuries. The health care providers (“Providers”) will include professionals from all medical specialties, including but not limited to orthopedists, neurologists, podiatrists, therapists, internists, psychiatrists, urologists, and others.

The maximum medical benefit payable under the Plan is \$25,000.

The Plan Administrator has authorized Providers to administer medical treatment for occupational injuries. The Plan Administrator shall determine which Provider should be used.

A drug and/or alcohol screening may be performed as required by the Company's policies and procedures. A Participant shall not be entitled to Benefits under this Plan if the Participant refuses to submit to drug and/or alcohol testing.

When you report to an authorized Provider, you should inform them that your injury is job-related and submit the authorization form supplied by your Supervisor. All reasonable and necessary medical expenses that result from an accidental occupational injury occurring in the course and scope of your employment with the Company will be paid to the authorized Provider by the Company, subject to the maximum medical benefit of \$25,000.

In addition, your out-of-pocket medical expenses for treatment of an injury occurring at work, but before the injury or illness was diagnosed as an on-the-job related injury, will be reimbursed to you by the Company.

The Company will pay for all prescription drugs prescribed by the authorized Provider in treatment of your injury.

You are expected to keep all scheduled appointments and to make a good-faith effort to follow fully and completely the professional advice provided to you by the approved Provider.

In the event a treating Provider desires to refer you to another health care provider for any reason, the treating Provider should notify you and the

Plan Administrator of such referral and the objectives of the referral. Such referral will be covered by the Plan, if reasonable and necessary to your medical care.

Complaints about the form, manner, quality, or degree of treatment, or lack thereof, of any designated Provider may be submitted in writing to the Plan Administrator. If two or more written and substantiated complaints with respect to a particular approved Provider are made within one year, the Plan Administrator will review the continuation of the Provider as an approved Provider in the Plan.

In the event you become dissatisfied with your Provider, you have the absolute right to change to another approved Provider of the same, similar, or other necessary specialty. Any such change will require the written approval of the Plan Administrator.

If you experience an on-the-job injury while not at your regular work location, or if you require emergency treatment by a health care provider other than the one authorized or pre-approved for your work location, or if you are taken by emergency vehicle to a treatment center other than the approved Provider, the Company will pay for necessary services directly related to the occupational injury.

In the event your treating Provider recommends a surgical procedure, the Plan Administrator may require a second opinion by another Provider. In addition, in the event treatment for a particular injury or illness extends beyond six months from the date of diagnosis, the Plan Administrator may require you to submit to a medical examination or consultation with another Provider for an evaluation of the appropriateness and length of treatment for the injury or illness. If there is a conflict of medical opinions, a third medical opinion by a neutral Provider jointly selected by the other

two Providers may be required by the Plan Administrator. The Company will pay for all costs of second or third medical opinions.

## **E. EXCLUSIONS**

The Plan does not provide any benefits of any nature caused by, contributed to, or resulting from:

- a. Commuting to and from work or traveling on bona-fide vacations;
- b. Suicide, attempted suicide, or whenever a Participant injures himself on purpose, while sane or insane;
- c. War or acts of war, whether or not declared;
- d. Travel or flight in any spacecraft; or flight in any aircraft, except on a business trip authorized by the Company;
- e. Riding as a pilot or crew-member in any vehicle or device for aerial navigation;
- f. Sickness, disease, bodily or mental infirmity, or medical or surgical treatment thereof, or bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental external cut or wound, or accidental food poisoning;
- g. Taking part in a felony;
- h. Any injury resulting directly or indirectly from the voluntary use of any drug or controlled substance unless as prescribed by a licensed physician;

- i. Any loss resulting directly or Indirectly from Intoxication or being under the Influence of alcohol as defined by the jurisdiction in which the accident occurs;
- j. Service in the armed forces of any country;
- k. Cumulative Trauma; and,
- l. Making a “personal deviation” while on a business trip authorized by the Company. “Personal deviation” means an activity that is not reasonably related to your business, and not incidental to the business trip.

## **F. MEDICAL BENEFITS**

Medical Benefits under this Plan contributable to a Participant’s injury will be 100% of all reasonable and necessary charges for hospital confinement, doctors’ services, prescription drugs, and physical rehabilitation necessary as a result of an injury up to a maximum medical Benefit of \$25,000 (including disability payments).

## **G. DEATH BENEFITS**

In the event that a Participant dies as the result of an accidental injury and death occurs within 365 days of the accident that caused the injury, the estate designated beneficiary shall be entitled to receive a death Benefit of \$10,000

## **H. DISMEMBERMENT BENEFITS**

If a Participant suffers a loss described in the Schedule of Losses below, and such loss is a direct result of an injury and the loss is incurred within

365 days of the accident that caused the injury, the Participant will be entitled to receive the amount set forth in such schedule. The amount payable for any dismemberment is described as a percentage of the \$25,000 death Benefit A Participant cannot recover both a dismemberment and death Benefit for the same accident.

**SCHEDULE OF LOSSES FOR LOSS OF PORTION OF DEATH BENEFIT:**

|  |      |
|--|------|
| Loss of Life                                     | 100% |
| Both hands or both feet                          | 100% |
| Loss of entire sight of both eyes                | 100% |
| Loss of one hand and foot                        | 100% |
| Loss of one hand and entire sight of one eye     | 100% |
| Loss of one foot and entire sight of one eye     | 100% |
| Loss of speech and hearing (both ears)           | 100% |
| Loss of one arm or leg                           | 100  |
| Quadriplegia (total paralysis of all four limbs) | 100% |
| Loss of one hand or one foot                     | 50%  |
| Loss of entire sight of one eye                  | 50%  |
| Loss of speech                                   | 50%  |

Loss of hearing in both ears 50%

Hemiplegia (total paralysis of upper and lower limbs on one side of the body)

50%

Paraplegia (total paralysis of both lower limbs) 50%

Loss of thumb and index finger of same 25%

“Loss” as above used with reference to hand or foot means the actual and complete severance through or above the wrist or ankle joints; as used with reference to an arm or leg means complete severance through or above the elbow or knee joint; as used with reference to eye means total and irrecoverable loss of sight; as used with reference to speech means complete inability to communicate audibly In any degree; as used with reference to hearing means irrecoverable loss of hearing that cannot be corrected by any hearing aid or device; and as used with reference to thumb and index finger means severance of each through or above the joint closest to the wrist If a Participant suffers more than one loss from an accident, we will only pay for the loss with the larger Benefit “Severance” means the complete separation and dismemberment of the limb from the body.

## **I. ACCIDENT PARALYSIS BENEFITS**

A Participant is entitled to Benefits that result from sustaining an injury to the spinal cord. The injury must result in hemiplegia, paraplegia, or quadriplegia within 365 days after the accident Reimbursement is limited to the percent of reimbursement limits shown above in the Schedule of Losses. The Participant will be reimbursed on a monthly basis for the

accident paralysis benefit beginning with the 13th month of the Participants continued paralysis, up to maximum benefit period of 104 weeks. Paralysis must be determined by a Provider to be permanent, complete, and irreversible. Proof of total paralysis may be required on a periodic basis. “Paralysis” means loss of use, without severance, of a limb.

## **J. PERMANENT TOTAL DISABILITY BENEFITS**

A Participant is entitled to Benefits if he is permanently and totally disabled as a direct result, and from no other cause, within 30 days of the accident, and he remains totally disabled for 12 straight months. The amount of the Benefit is  $66\frac{2}{3}\%$  of the Participant’s current hourly wage (or a maximum of \$300) multiplied by the number of hours that the Participant was scheduled to have worked, but could not. Hourly Benefits shall not exceed 40 hours in a scheduled workweek or 80 hours in a two-week period or up to \$25,000, less any amounts paid for death or dismemberment Benefits. The Benefit will be paid until: (i) the Participant dies or is no longer permanently disabled; or (ii) the maximum Benefit of \$25,000 has been paid. A Participant will be deemed “totally disabled” if he or she cannot do at all the substantial and material duties of his type of work. He or she will be deemed “permanently and totally disabled” if he or she is not able to do any work for which he or she is or may become qualified by reason of his or her education, experience, or training; and if he or she is not expected to be able to do any such work for the rest of his or her life.

## **K. TOTAL DISABILITY WEEKLY BENEFITS**

A Participant is entitled to Benefits if he becomes totally disabled as a direct result of the injuries, and from no other cause, within 30 days of the accident and after a 14-day Waiting Period. The amount of the Benefit is

66  $\frac{2}{3}$  % of Participant's current hourly wage (or a maximum of \$300) multiplied by the number of hours that the Participant was scheduled to have worked, but could not. Hourly Benefits shall not exceed 40 hours in a scheduled workweek or 80 hours in a two-week period. The Benefit will be paid until: (i) the Participant dies or is no longer permanently disabled, (ii) the Benefits have been paid for 52 weeks or, (iii) the Participant qualifies for Benefits under Accidental Death or Dismemberment or Permanent Total Disability Benefits. A Participant will be deemed "totally disabled" if, during the 14 day Waiting Period, and for the next 12 months after that, he cannot do all the substantial and material duties of his type of work. After that, if he cannot do at all any work for which he is or may become qualified by reason of his education, experience, or training.

If you receive or are entitled to receive Social Security disability benefits for the same period of time for which salary continuance Benefits are payable hereunder, the weekly Benefit provided hereunder will be reduced by the total amount of such Social Security disability benefits.

You must contact the Company office each week while receiving Lost Time Compensation to give the Company a progress report on your recuperation and your expected recovery time. Failure to do so will result in discontinuance of your Lost Time Compensation.

If you are released to return to work on a part-time basis prior to full recovery, the salary continuance Benefits to which you are entitled will supplement your earnings during each pay period for which salary continuance Benefits are due. However, in no event will your combined earnings and salary continuance Benefits exceed 100% of your base wage or weekly commission wage as provided above.

If, after treatment, whether emergency or your long term authorized

Provider releases you to return to work, and you refuse, all medical payments and salary continuance Benefits will immediately cease.

#### **L. DISCONTINUANCE, FORFEITURE, OR SUSPENSION OF BENEFITS**

Your benefits under this Plan may be discontinued, forfeited, or suspended if you fail to follow the provisions of the Plan, including, but not limited to, any of the following:

- a. The injury or illness or alleged injury or illness is **(i) not an injury or illness covered by this Plan, (ii) determined by the Plan Administrator to be intentional or feigned, or (iii) determined by the Plan Administrator to be an attempt to defraud the Company.**
- b. The injury or illness is not reported immediately to the Supervisor or designated person;
- c. The Participant utilizes a health care provider other than an authorized Provider;
- d. The Participant fails to follow the treatment and advice prescribed by the Provider;
- e. The Participant refuses or fails to obtain a second opinion prior to surgery, if requested to do so by the Plan Administrator;
- f. The Participant fails to give the Company a weekly progress report by contacting the Company office each week while receiving Lost Time Compensation;
- g. The Participant fails to report to his Supervisor for work immediately

upon being released in whole or in part by the Provider to return to work;

- h. The Plan Administrator determines that the Participant was under the influence of drugs or alcohol at the time of the injury or illness;
- i. The Plan Administrator determines that horseplay, scuffling, fighting, altercation, or other inappropriate behavior caused the injury or Illness;
- j. The Plan Administrator determines (at any point in time) that the injury or illness was caused, in whole or in part, by the Participant's violation of reasonable safety rules and/or practices, including, but not limited to, any written safety policies of the Company, or was caused by the Participant's failure to obtain available assistance provided for his/her benefit to accomplish a particular task or to properly utilize available appropriate equipment or appliances;
- k. The on-the-job injury or illness arises from or is aggravated by a preexisting condition that is not otherwise covered here under. For purposes of this subparagraph, "preexisting condition" does not include an injury or illness arising as a direct result of a Participant's employment with the Company or any affiliated Employer, whether such injury or illness arose prior to or after the adoption of this Plan;
- l. If the Participant becomes employed by another employer while receiving benefits under this Plan;
- m. If the Participant fails to provide a complete statement, affidavit, or deposition upon request by the Plan Administrator concerning the Incident, which the Participant believes, resulted in an injury;
- n. If the Participant was untruthful in regard to any aspect of the required

information supplied as part of the employment process including, without limitation, information as to physical or mental abilities to perform the job; and

- o. If the Participant refuses to submit to drug and/or alcohol testing.

## **M. CONFIDENTIALITY**

Nothing in the Plan shall give the Company the right to access your health and medical records other than those directly related to your occupational injury or illness and the treatment thereof. Providers will be instructed to be sensitive to your right to privacy and to release only the information necessary to update and inform the Company of the progress of your treatment. The Company will not seek any information not directly related to your injury-related or illness-related medical treatment. It is the intent of the Company to respect the special relationship between you and your Providers. The Company will hold any information released to the Company in complete confidentiality.

## **N. FRAUDULENT CLAIMS**

Fraudulent claims for injuries allegedly suffered on the job are subject to criminal penalties. If the Company believes that an injury or illness claim is fraudulent in any manner, the claim will be denied, and you may be subject to disciplinary action and any legal remedies available to the Company.

## **O. CLAIM PROCEDURE**

You should submit your claim for Benefits to the Plan Administrator. Under normal circumstances, a final decision regarding your claim will be made within 90 days after the claim is submitted to the Plan

Administrator. This 90-day period may be extended to 180 days if the Plan Administrator notifies you in writing during the first 90-day period that an extension is necessary. The notice must tell you why the extension is necessary and the date you can expect a final decision. If your claim is denied during the claims period, the Plan Administrator must notify you in writing, setting forth the specific reasons for denial, the Plan provisions upon which the denial is based, and the claims review procedure. If no action is taken during the claims period, your claim will be treated as if it were denied on the last day of the claims period.

## **P. APPEAL PROCEDURE**

The Plan will be interpreted, administered, and operated in the sole discretion of the Plan Administrator. The Plan Administrator will notify you in writing of the denial of any requested Benefits under the Plan, which written notice will provide:

- (a) The specific reason for the denial;
- (b) Specific references to pertinent Plan provisions upon which the denial was based;
- (c) A description of any additional material and/or information needed from the Participant to complete the request for Benefits to enable the Plan Administrator to make a determination with respect to such claim, and an explanation of why the material or information is necessary;
- (d) The name and address of the Plan Administrator or designated person to whom any appeal or related communication should be directed; and
- (e) That any appeal of an adverse determination must be submitted, in

writing, to the Plan Administrator within 60-days after receipt of the notice and that failure to appeal the action, in writing, within the 60-day period will render the determination final, binding, and conclusive.

If you desire the Plan Administrator to review the denial, you may within 60 days submit in writing whatever issues and comments or further information you feel are pertinent. You may also review the Plan document within 60 days of the denial. The Plan Administrator will examine all facts and review all information furnished and make a final determination of whether the denial of benefits is justified under the circumstances. You will normally be advised of the Plan Administrator's decision in writing within 60 days of your written request for review, unless special circumstances, such as a hearing conducted by the Administrator, would make the rendering of a decision within the 60day limit unfeasible, in which case the Plan Administrator may extend the period of review for a period of up to 120 days after the receipt of your request for review.

If you still disagree with the denial of benefits, you may file a written request for further review within 70 days of denial with the Review Committee. You will normally be advised of the Review Committee's decision within 70 days or 120 days if special circumstances require an extension of time.

If you do not agree with the decision of the Review Committee, you must participate in at least three hours of nonbinding mediation in accordance with the procedures of an approved mediation specialist in Denton County, Texas. You and the Company will share the costs of this mediation equally.

If mediation fails, the dispute shall be referred to the mediation specialist

for arbitration in accordance with the mediation specialist's Dispute Resolution Policy. The arbitrator or arbitrators' decision shall be final and binding and judgment may be entered thereon. In the event a party fails to comply with the arbitrator's award, the other party is entitled to cost of suit including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

## **Q. EMPLOYEE INJURY BENEFIT PLAN RIGHTS**

As a Participant covered by this Plan, you have certain rights and protections under the provisions of this Plan, which provides that all Plan Participants shall be entitled to:

- (a) Examination, without charge, at the Plan Administrators office and at other locations such as work sites, all Plan documents.
- (b) Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator (the Plan Administrator may make a reasonable charge for copies).

In addition to creating rights for Plan Participants, certain duties are imposed upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants. No one, including the Sponsor or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Benefit or exercising your rights under the Plan. If your claim for a Benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan Administrator review and reconsider your claim. Under the EMPLOYEE INJURY BENEFIT PLAN, there are steps you can take to

enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and to pay you up to \$100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for Benefits that is wrongfully denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous. If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under EIBP, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

## **R. ASSIGNMENT OF RIGHTS**

As a condition to receiving Benefits under this Plan, if you experience an occupational injury or illness, you will be required to execute an assignment of rights document, which allows the Company to recover any monies it has paid to you or on your behalf from third parties who may be liable to you for your injury or illness.

### **General information**

### **Notice of Policy Changes**

From time to time, the company may need to change our rules and regulations. Your Supervisor will notify you of changes and/or a addendum will be issued.

### **Property, Equipment, and Supplies**

The property, equipment, and supplies you use are very expensive. You should take good care of those things, which are assigned to your department. Damaged equipment should be reported to your Supervisor immediately so that it can be repaired.

We urge you to be economical. A small amount of waste by everyone equals a large amount of waste overall. Your ability to save time and materials can contribute to the overall success of your facility.

### **Energy Conservation**

Energy use and conservation are very important to all of us. You can help by conserving energy in every way possible, including but not limited to the following.

1. Turn off unnecessary lighting.
2. Turn off appliances not in use.
3. Close doors and windows that are allowing cool or warm air to escape.
4. Do not run water needlessly.
5. Look for and report to your Supervisor any unnecessary use of water, gas, or electrical power that you cannot correct.

Please do your part to help conserve energy.

## **Lost and Found**

The company cannot be responsible for money and personal items that may be lost or stolen. Please do not carry large sums of money or valuables to work. Any articles found should be immediately turned in to your Supervisor or the facility business office.

## **Reminders**

1. Remember that first impressions are lasting impressions.
2. When working with residents, work and walk in a quiet, calm, unhurried manner. Do not run in the facility.
3. Keep in mind that ill or elderly people may be hard of hearing. Speak slowly and clearly in order that you may be understood.
4. Remember to take time to listen if a resident is talking or is in need.
5. Confidential information regarding our residents must be guarded.
6. The rules of personal hygiene must be observed.
7. Residents are to be addressed and referred to as Miss, Mrs., or Mr., unless otherwise requested.
8. Remember only the Director of Nurses, Shift Supervisor, or the Administrator may take possession of residents' personal property. Please extend your best efforts to assist residents in keeping track of their personal items.

## **Restrooms**

Staff restrooms are provided for your convenience. You should not use resident restrooms.

**Things to Remember:**

You are requested to complete, on your first day of work, the section acknowledging receipt of this handbook and agreeing to read and understand it (and to ask questions if you should not fully understand it) because of the important information it provides you.

Specific information about your job and our facility is provided below for your reference. ‘This page should be left in your Handbook, and your Handbook kept for frequent future reference. (A copy of this page will be placed in your Personnel File.)

Your job Title: \_\_\_\_\_

Your Department: \_\_\_\_\_

Your Supervisor: \_\_\_\_\_

Director of Nursing: \_\_\_\_\_

Administrator: \_\_\_\_\_

Regional Manager: \_\_\_\_\_

Facility Phone Number: \_\_\_\_\_

Your First Pay Day: \_\_\_\_\_

**IX. RULES FOR YOUR PROTECTION**

Just as rules, or conduct guidelines, are necessary for a sporting event or for driving a car, they are necessary in our work to help us all pull in the same direction. As a member of the Community Care Centers team, it is your responsibility to know and to live by these rules. Like all rules, these are based on common sense.

Unfortunately, there may be a few people who fail to follow orderly procedures, thereby disrupting everyone else's job and the delivery of patient care. When this happens, some form of corrective action or discipline is necessary. Corrective action can range from a verbal warning to discharge, depending on the seriousness and/or frequency of the infraction.

The rules and corrective action for violation are as follows:

#### TYPE C (Minor)

1. Failure to maintain acceptable standards of respect for residents, visitors, coworkers, and supervisors.
2. Failure to readily cooperate with fellow employees or supervisors.
3. Failure to accept and/or promptly carry out instructions or job responsibilities.
4. Excessive absenteeism and/or tardiness.
5. Overstaying breaks or lunch periods.
6. Working *unapproved* overtime.
7. Unauthorized use of telephone during work hours.

8. Excessive incoming personal phone calls of a non-emergency nature.
9. Violation of safety (including smoking regulations) rules or dress/grooming code.
10. Posting, removal, or altering of notices, signs, or writing in any form on any bulletin board or other posting area without permission of the administrator.
11. Failure to attend scheduled mandatory in-service training sessions.
12. Unauthorized visitors are not permitted while you are on duty, including children, friends and relatives, as their presence distracts from resident care.
13. Speeding, reckless driving, or improper parking in company parking lots or elsewhere on company property is prohibited.
14. Littering or failure to deposit rubbish in proper receptacles, contributing to disorderly or unsanitary conditions.
15. Horseplay, running, scuffling, or throwing objects of any kind on company property.
16. Other minor instances of improper conduct not specifically listed.

Violations of Type “C” rules will result in progressive discipline and normally require four steps as indicated below. Violations do not have to be the same rule and warnings will be cumulative, except for #4, “Excessive Absenteeism,” which is repetitive.

First Violation - Verbal Warning

|                    |                       |
|--------------------|-----------------------|
| Second Violation - | Written Warning       |
| Third Violation -  | Final Written Warning |
| Fourth Violation - | Discharge             |

Type “C” rule violations remain active and will be considered for progressive disciplinary purposes for one (1) year.

#### TYPE B (SERIOUS)

1. Making false or malicious statements about a resident, employee, supervisor, or the company.
2. Use of abusive language to a resident, employee, supervisor, or a visitor.
3. Sexual harassment of an employee.
4. Conversion of company or resident’s property to one’s own use, as opposed to theft.
5. Negligence or carelessness resulting in danger, damage, or loss to company property, fellow employees, residents, or visitors.
6. Willful violation of any nursing home or resident care standard.
7. Entering the facility at unauthorized times without proper permission is not permitted.
8. Unauthorized or improper use of company equipment or supplies.
9. Soliciting and/or accepting any private sitting or other work from a resident or family member without specific written approval of the

administrator.

10. Soliciting or distributing written material during working time or in any work area or resident care area is not permitted.
11. Horseplay, unsafe conduct or unsafe acts are prohibited at all times and will result in at least final conference where these actions result in minor injury (and may result in discharge).
12. Falsifying reasons for absence from work.
13. Failure to notify supervisor of your absence.
14. Leaving your work area during working hours without supervisory authorization.
15. Other serious instances of improper conduct not specifically listed.

Violations of Type “B” rules are considered serious and may result in discharge for the first offense. If discharge is not appropriate for the first occurrence, the violator will be subject to discipline as follows and warnings are cumulative and do not have to be the same rule.

|                    |                       |
|--------------------|-----------------------|
| First Violation -  | Final Written Warning |
| Second Violation - | Discharge             |

Type “B” rule violations will remain active and be considered for progressive disciplinary purposes for two (2) years.

#### TYPE A (MAJOR)

1. Patient abuse or neglect, physical or mental.

2. Theft or attempted theft of company property, a patient's property, another employee's property, or a visitor's property.
3. Defacement or damage to company property, patients' property, another employee's property, or a visitor's property.
4. Falsification of or misrepresentation on facility records, reports or other documents, or misuse, disclosure or removal of any record, report or document.
5. Punching or signing another employee's time card or allowing another employee to punch or sign your time card is prohibited.
6. Introduction, possession, or consumption of intoxicating beverages or controlled substances on company property or reporting to work under the influence of either.
7. Abandoning your job by walking off the shift without permission of your supervisor or administrator.
8. Cheating, fraud, or dishonesty, including accepting any form of gratuity from any resident or family, etc.
9. Soliciting and/or accepting a loan of money from a resident or family.
10. Introduction, possession, use or threat of use of any weapon or provoking or participating in a physical altercation with another person on facility property.
11. Sleeping during work hours.
12. Conviction of a felony (may be terminated when charged, subject to

reinstatement without pay if found innocent).

13. Engaging in any immoral, indecent or illegal act on the company's property.
14. Harboring a disease or condition, which may endanger fellow employees, residents or others on company premises.
15. Sabotage, abuse or destruction of property belonging to the company, an employee, a resident, a visitor, or other person doing business with the company.
16. Insubordination including but not limited to refusal by words or actions to carry out supervisory instructions or to perform a job.
17. Horseplay, unsafe conduct, or unsafe acts are prohibited at all times and will result in suspension subject to discharge where actions result in serious injury.
18. An absence of two (2) or more consecutive days without calling your supervisor will be treated as a voluntary quit.
19. Other major instances of improper conduct not specifically listed.

Violations of TYPE "A" rules are considered major and will result in discharge for the first occurrence.

**NOTIFICATION OF NO WORKERS' COMPENSATION INSURANCE COVERAGE**

Community Care Centers **DOES NOT** have worker & compensation insurance coverage to protect you from damages because of work-related injuries. However, you may have rights under the common laws of Texas.

**ACKNOWLEDGMENT RECEIPT**

I \_\_\_\_\_, hereby certify that I have been informed that Community Care Center does not have worker & compensation insurance having rejected the Act effective June 1, 2001. I further certify that the Summary Plan Description of the Employee Benefit Plan for Community Care Centers has been read to me or by me, and the answers to all of my questions have been fully explained by the management of Community Care Center

Date: \_\_\_\_\_

\_\_\_\_\_

Employee/Applicant Signature

Social Security Number

\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_

Witness (company representative)

\_\_\_\_\_  
Witness (company representative)

\_\_\_\_\_  
Work Location

Facility:

I have received a copy of the Employee Handbook and Rules For Your Protection and have read them carefully. I understand the policies, rules of conduct, terms and conditions and agree to abide by them.

In addition, I understand that my Supervisor \_\_\_\_\_ is responsible for counseling, communicating disciplinary action, granting time off calling off duty employees and/or transferring employees to cover staffing, assigning employees to specific patients or work tasks, training, orientation, interviewing and screening prospective employees, hiring, suspending and/or discharging employees who violate policies, adjusting complaints, evaluating performance, rewarding, evaluating time cards (including overtime), and attending to other supervisory duties required.

I understand that the company may find it necessary to change rules or regulations. My Supervisor will notify me or a notice will be posted on the bulletin board.

I understand and acknowledge that nothing in the Employee Handbook or Rules for Your Protection creates a contract of employment, either expressed or implied, between the facility and myself.

\_\_\_\_\_

Employee's Signature

    I    I    

Date

\_\_\_\_\_

Supervisor's Signature

    I    I    

Date

(This page will be placed in your Personnel File.)