



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

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***EMPLOYEE HANDBOOK***

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## **WELCOME!**

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

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

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

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

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

Sincerely,

*Sr. Lucy Hennessy*

Sr. Lucy Hennessy  
Pennybyrn at Maryfield  
Mission Leader, S.M.G

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## **NOTICE**

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

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

Pennybyrn at Maryfield, at its discretion, may change, delete, suspend or discontinue any part or parts of the policies in this Employee Handbook at any time without prior notice as business, employment legislation, and economic conditions dictate.

Any such action shall apply to existing as well as future employees.

Employees may not accrue eligibility for monetary benefits that they have not become eligible for through actual time spent at work.

Employees shall not accrue eligibility for any benefits, rights, or privileges beyond the last day worked.

No one other than an authorized Human Resource representative for Pennybyrn at Maryfield may alter or modify any of the policies in this Employee Handbook. Any alteration or modification of the policies in this Employee Handbook must be in writing.

No statement or promise by another employee, including leadership, past or present, may be interpreted as a change in policy nor will it constitute an agreement with an employee.

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

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

This Handbook is intended for guidance and is not a contract of employment, nor is it intended to create a contract of employment. All employees at Pennybyrn at Maryfield are employed for an indefinite term, and employment may be terminated, with or without cause or noticed, at any time, at the will of either the employee or the company.

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## ***EMPLOYEE WORK COMMITMENT***

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

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

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## **OUR MISSION**

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Pennybyrn at Maryfield is committed to demonstrating God's love for the lives we touch.

### OUR VALUES

- **Faith in Action**

"All for the Glory of God". We endeavor to create a culture of spiritual nourishment that embraces all people and bears witness to Christ's Love in all things. We are grounded in prayer, uplifted in spirit, and extraordinary in our daily actions.

- **Empowered, Compassionate Community**

We encourage and value cohesive unity among all individuals within our community. We embrace a person-centered culture that promotes a sense of belonging and strengthens the importance of home and community. We strive to cultivate willing hearts and selfless commitment through servant leadership and resident-driven service. We value diversity, give voice to empowerment, encourage collaboration, nurture appreciation for one another, and continually build relationships and interdependence between all people within our community.

- **Nurture the Human Spirit / Appreciate the Individual**

We achieve our mission by honoring the Golden Rule and treating one another as we wish to be treated. Every person deserves respect, love, honor, acceptance, dignity and the highest quality of life. We show appreciation for each individual through compassionate care, humility, gratitude and celebration of all the nuances of life. We honor all the beginnings and endings of life, and view death as a passage to a new beginning.

- **Accountability**

We are committed to being open, just, and transparent in purpose, action, and communication. We strive to be good stewards of our invaluable resources: people, capital, property, time, heritage, mission and values. We encourage integrity, consistency, self-discipline, objectivity, feedback, and mutual evaluation as pathways to stability and growth.

- **Excellence in Service**

Our devotion to those in our care is second to none. We have a passion for our mission and values and a drive to deliver care with the utmost love, compassion, dignity, respect, quality and Christian moral and ethical standards. Our policies and procedures reflect these ideals, and we strive to hold all individuals in our community to these same principles. We believe this to be a solid foundation to promote confidence in the services we provide.

- **Education and Growth**

We are a learning and teaching organization, and believe that mutual mentoring is a pathway to enlightenment and growth. We support and encourage educational opportunities in and outside our community. We highly value and seek involvement from all individuals to further enhance our culture, our understanding, our standards, and our self-awareness as individuals, as a team, and as an organization.

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## ***EQUAL EMPLOYMENT OPPORTUNITY (EEO)***

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

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

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

Leadership is primarily responsible for seeing that the company's equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone. Any employee, including leaders, involved in discriminatory practices will be subject to discipline up to and including termination.

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## ***DIVERSITY POLICY***

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Pennybyrn is committed to fostering, cultivating and preserving a culture of diversity and inclusion. Our employees, residents, family members, and volunteers are the most valuable asset we have. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities and talent that our employees invest in their work represents a significant part of not only our culture, but our reputation and company's achievement as well.

We embrace and encourage our employees' differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make our employees unique.

Pennybyrn's diversity initiatives are applicable—but not limited—to our practices and policies on recruitment and selection; compensation and benefits; professional development and training;

promotions; transfers; social and recreational programs; layoffs; terminations; and the ongoing development of a work environment built on the premise of equality that encourages and enforces: Respectful communication and cooperation between all employees.

Teamwork and employee participation, permitting the representation of all groups and employee perspectives.

Employer and employee contributions to the community we serve to promote a greater understanding and respect for the diversity.

All employees of Pennybyrn have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other company-sponsored and participative events. All employees are also required to attend and complete annual diversity awareness training to enhance their knowledge to fulfill this responsibility.

Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action, up to and including termination.

Employees who believe they have been subjected to any kind of discrimination that conflicts with the company's diversity policy and initiatives should seek assistance from any Leadership personnel or Human Resources. Please also see Code of Conduct, Harassment, and Grievance Procedure policies.

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## ***RESIDENT CONFIDENTIALITY***

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

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

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

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



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## **DEFINITION OF EMPLOYMENT STATUS**

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

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

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

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

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

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

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

**Work Probation Period (current employee):** If your performance, work quality, attendance and/or attitude are below satisfactory levels, Pennybyrn at Maryfield reserves the right to establish a work probation period. During this period, you will meet with leadership and establish specific areas to improve performance. Discussion will be made to determine what areas are lacking and what

performance goals need to be met by a specific date. If at the end of this period the improvement goals have not been reached, you will be subject to termination. During this established work probation period regular employee benefits, if any, will not be affected.

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

**Exempt Employees:** Employees, who are salaried, eligible for all benefits, perform managerial, administrative or professional duties are exempt from the minimum wage, and overtime provisions of the Fair Labor Standards Act (Wage and Hour Law) as amended. Exempt employees normally perform their work during normal business hours and must meet attendance standards.

**Non-Exempt Employees:** Employees who are eligible for the overtime pay and minimum wage regulation provisions of the Fair Labor Standards Act (Wage and Hour Law) as amended. These employees comply by reporting all time worked through our timekeeping system. All hours worked in excess of 40 hours per week are compensated with overtime pay.

**Regular Full-Time Employees:** Employees who normally work at least 72 hours per pay period are eligible for all employee benefits, excluding special Baylor shift employees.

**Regular Part-Time Employees:** Employees who average less than 72 hours per pay period, excluding special Baylor shift employees. Part-time employees are paid hourly and are ineligible for regular full-time employee benefits. If part-time employees become regular full-time employees, they will be eligible for paid benefits on the same schedule as a new hire full-time employee. Benefit waiting periods will be effective from the date regular full-time employee status begins.

**Temporary Full-Time Employees:** Employees who are hired with the understanding that employment will be of a limited duration, such as the summer months or as a temporary clerical service. The hours will normally be over 72 hours per pay period. Temporary employees are paid hourly and are ineligible for regular full-time employee benefits. If temporary employees become regular full-time employees, they will be eligible for paid benefits on the same schedule as a new hire full-time employee. Benefit waiting periods may be waived if the employee has maintained full time hours during their service.

**Temporary Part-Time Employees:** Employees who are hired with the understanding that employment will be of a limited duration. Temporary part-time employees are paid hourly, work less than an average of 72 hours per pay period, and are ineligible for regular full-time employee benefits. If temporary employees become regular full-time employees, they will be eligible for paid benefits on the same schedule as a new hire full-time employee. Benefit waiting periods will be effective from the date regular full-time employee status begins.

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## ***DISCLOSING INFORMATION ON EMPLOYEES***

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

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

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## ***SUBSTANCE ABUSE***

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

It is a violation of company policy for any employee to use, possess, sell, trade, offer for sale, or offer to buy illegal drugs or otherwise engage in the illegal use of drugs on or off the job.

It is a violation of company policy for any employee to report to work under the influence of or while possessing in his or her body, blood or urine, illegal drugs in any detectable amount.

It is a violation of company policy for any employee to report to work under the influence of or impaired by alcohol.

It is a violation of the company policy for any employee to use prescription drugs illegally, i.e., to use prescription drugs that have not been legally obtained or in a manner or for a purpose other than as prescribed. However, nothing in this policy precludes the appropriate use of legally prescribed medications. Violations of this policy are subject to disciplinary action up to and including termination of employment.

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

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## **DRUG SCREENING**

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

Pre-employment testing, Random testing, Post-accident/injury testing, and Probable cause testing.

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

### **CONFIDENTIALITY**

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

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## **TERMINATION OF EMPLOYMENT**

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

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

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

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

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## ***GRIEVANCE PROCEDURE***

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

You are encouraged to first informally discuss your concerns or grievances with the leadership in your area. You should address any grievances for informal resolution within thirty (30) days of first knowing about the issue.

If you are not in agreement with the response to your written grievance, you may appeal in writing within five (5) working days of receipt of the answer to your written grievance to Human Resources. Human Resources will respond to your appeal within ten (10) working days.

If you are not in agreement with the response from Human Resources to your written grievance, you may appeal in writing within five (5) working days of receipt of the answer to your written grievance to the Community Leader. The Community Leader will respond to your appeal within twenty (20) working days. The Community Leader's decision is final and may not be appealed.

Throughout the process, Leadership may request that you or others provide documentation and/or witnesses as may be deemed helpful to resolving the grievance. Additionally, by mutual agreement, but not independently, the amount of time for response to your grievance may be extended. The time limit for submitting or advancing grievances at all steps is controlling and not subject to modification. Any grievance which is not advanced by the employee from one step to the next within the time limits specified will result in the grievance being considered to have been withdrawn or satisfactorily settled. No employee of the company has the power or authority to alter any procedural requirements of this policy other than as stated in the policy.

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## ***RE-EMPLOYMENT***

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

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

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## ***OUTSIDE EMPLOYMENT / ACTIVITIES***

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

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## ***COMPENSATION PROGRAM***

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

### ***PERFORMANCE APPRAISAL / DEVELOPMENT REVIEW***

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

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

### ***POLICY ON DEDUCTIONS FROM SALARIES***

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

### ***DEDUCTIONS FROM PAYCHECK (MANDATORY)***

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

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

### ***DEDUCTIONS (OTHER)***

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

**REPAYMENT OF PURCHASE OR CASH ADVANCE**

Pennybyrn employees, who have satisfactorily passed the 90 day probationary period, may choose to purchase items from authorized outside vendors, and purchase items or request a cash advance from Pennybyrn. The repayment of the purchase or advance will be payroll deducted. Purchases/advances may not total more than \$400 at one time. The entire balance of a purchase/advance must be paid before another purchase/advance will be authorized. A minimum of \$50.00 will be deducted per pay period. Employees can elect to have additional amounts deducted or paid out-of-pocket by contacting Payroll. The total number of cash advances allowed per employee per year is three.

If an employee resigns or terminates employment with Pennybyrn, the full amount of any balance owed will be deducted from the employee's final paycheck. If the employee's final pay check does not cover the full amount owed, the employee will be responsible for paying the entire balance out of pocket to Pennybyrn. If this balance has not been paid or arrangements have not been made with Payroll within 2 weeks of termination, all legal remedies will be used to collect the funds due to Pennybyrn.

**AUTOMATIC DIRECT DEPOSIT**

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

**SALARY CHANGES**

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

**OVERTIME**

***Overtime is paid according to guidelines established by the Fair Labor Standards Act. Pennybyrn honors the rule that any time worked over 40 hours within one calendar week will receive time and ½ pay.***

**TERMINATION PAY**

***Termination or final pay will be available within the current pay period for both voluntary and involuntary terminations. The effective date of termination will be the final day worked. The last day of work cannot be Paid Time Off (PTO). Earned and unused Paid Time Off (PTO) will be paid to those employees who have completed the 90 day introductory period, worked at least 200 hours, and have terminated in good standing. Introductory and part-time employees are not eligible for PTO in conjunction with final pay.***

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## ***DISCIPLINARY POLICY***

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Pennybyrn at Maryfield provides employees with reasonable opportunities to succeed in their positions. After receiving sufficient opportunities and coaching to meet standards of performance, employees who do not meet these standards are subject to discipline and possible dismissal. In addition, there are performance and/or behavior standards, which are understood to be so inappropriate to the workplace that they may lead to immediate dismissal.

The provision of this Disciplinary Policy is not a guarantee of its use. The company reserves the right to terminate an employee's employment at any time, with or without reason. Leaders may begin disciplinary action for reasons including, but not limited to:

- Failure to meet requirements of the introductory period;
- Violations of established work rules;
- Substandard or unacceptable job performance;
- Insubordination;
- Illegal discrimination based upon race, religion, sex, national origin, age, or physical/mental disability
- Suspected or believed to participate in abusive actions toward residents, family members, other employees, or any person associated with Pennybyrn at Maryfield

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

### ***STEP ONE: ORAL REMINDER / COACH / EDUCATE***

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

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

### ***STEP TWO: WRITTEN WARNING***

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



**STEP THREE: SECOND WRITTEN WARNING / FINAL NOTICE**

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

***Discretionary Step: Decision Making Leave***

(Optional: Can be used at any point in the process determined by the situation and the preference of the leader.) If a positive change in behavior/performance does not occur, or if another disciplinary problem occurs, you may be placed on Decision Making Leave. This is an unpaid leave of a leader-defined time frame for the employee to decide whether or not they wish to continue employment and agree to meet the expectations of their role.

**STEP FOUR: TERMINATION**

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

**\*CRISIS SUSPENSION**

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

- Theft
- Falsification of Pennybyrn at Maryfield records
- Failure to follow safety practices
- Breach of Confidentiality Agreement
- Threat of, or the act of, doing bodily harm
- Willful or negligent destruction of property
- Negligence, abandonment, or abuse of any person entrusted to Pennybyrn's care
- Use and/or possession of intoxicants, drugs or narcotics
- Violation of Harassment Policy

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

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## ***HARASSMENT POLICY STATEMENT***

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

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

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

Go to your immediate leader and, orally or in writing, state the specific details of the sexually harassing or other type of harassing behavior. If you so desire, you may report the behavior directly to Human Resources, or to any other leader.

The policy of Pennybyrn is to listen to all reasonable grievances, investigate with due regard for confidentiality, and quickly apply appropriate sanctions that will end any offensive behavior.

Violation of this policy by any employee shall result in disciplinary action, up to and including immediate termination.

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

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

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## **VIOLENCE IN THE WORKPLACE**

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

### ***Prohibited Conduct***

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

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

- Causing physical injury to another person;
- Aggressive, threatening, or hostile behavior that creates a reasonable fear of injury to another person, creates a sense of intimidation or subjects another individual to emotional distress;
- Intentionally damaging employer, resident, or another employee's property;
- Possession of a weapon while on company property or while on company business;
- Committing acts motivated by, or related to, sexual harassment or domestic violence.
- Committing acts motivated by harassment due to race, color, religion, gender, national origin, ancestry, age, or disability.

### ***Reporting Procedures***

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

### ***Risk Reduction Measures***

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

***Safety: Pennybyrn at Maryfield conducts annual inspections of the premises to evaluate and discover any potential exposures to workplace violence or hazards. Any necessary corrective action will be taken to reduce all risks. Visitors to Pennybyrn campus must sign in with the front desk and are not allowed in resident areas (unless there is prior approval from Leadership).***

***Individual Situations: Employees are expected to be aware and exercise good judgment to inform a Leader if anyone exhibits behavior which could be a sign of potentially***

***dangerous situations. Such behavior includes:***

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

***Dangerous/ Emergency Situations***

Employees who confront or encounter an armed or dangerous person should not attempt to challenge or disarm the individual. Employees should remain calm, make constant eye contact and talk to the individual. Call 911 without endangering the safety of the employee or others. Cooperate as much as possible.

***Enforcement***

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

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***WEAPON-FREE COMMUNITY***

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To ensure that Pennybyrn maintains a workplace safe and free of violence for everyone, the company prohibits the possession or use of dangerous weapons on company property.

All Pennybyrn employees are subject to this provision, including contract workers, temporary employees, and visitors on company property. A license to carry a weapon does not supersede company policy. Any employee in violation of this policy will be subject to disciplinary action, up to and including termination.

“Company property” is defined as all company-owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways and parking lots under the company’s ownership or control. This policy applies to all vehicles (personal, leased, and company-owned) that come onto company property.

“Dangerous weapons” include firearms, explosives, knives and/or other weapons that might be considered dangerous or that could cause harm.

This policy is administered and enforced by the Security and Human Resources departments. Anyone with questions or concerns specific to this policy should contact HR.

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## **LEAVE OF ABSENCE PROGRAMS**

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### **ATTENDANCE POLICY**

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

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

**All absences are unexcused unless it is a scheduled day off.** Absences from work for illness or injury that last 3 or more consecutive days (excluding scheduled days off) will require a doctor's release note to return to work and will count as one incident. Intermittent absences that relate to a particular condition may also be treated the same. Please make every effort to schedule necessary appointments on days off or around the work schedule.

The following instances are approved absences that do not count against your attendance record:

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

### **DISCIPLINARY PROCEDURES**

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

- THREE (3) absences or incidences within a 90 day period will result in a written warning.
- FOUR (4) absences/incidences within 90 days will result in suspension without pay for 3 days.
- FIVE (5) absences/incidences within 90 days will result in termination.

### **TARDINESS**

We are a continuous operation. Our residents can never be left unattended. If you are tardy for the beginning of your shift, you place a burden on the employees of the previous shift. If you find that you are going to be late for an emergency you should call in as soon as possible. Three tardies will be considered the same as one absence and will be treated as such. Being consecutively tardy may result in discipline including and up to immediate termination.

### **"NO CALL, NO SHOW" / ABANDONMENT**

Employees who miss one (1) day or shift without notice, or leave the premises without prior approval during a scheduled shift, will be assumed to have abandoned their position and will be subject to disciplinary action, up to and including termination.

**SPECIFIC ATTENDANCE PROCEDURES**

Punches after the start of a shift are considered tardy. (Ex: If a shift begins at 7:00 am, any punch 7:01 am or later will be considered a tardy.) Staff should not punch in more than 5 minutes prior to the beginning of a shift. Time may not be made up without the approval of the supervisor.

Employees unable to work their schedule are responsible for finding their own coverage. Employee contact lists are available in each household/department. The employee calling out must notify leadership, and then call other employees to find a replacement. In the event of an emergency or if a replacement cannot be found, the employee must contact leadership at least 2 hours prior to the start of the shift. An example of an emergency is hospitalization. The employee will be asked to verify they have contacted everyone possible without finding a replacement before leadership will take responsibility for finding a replacement. No call-ins should ever go to voicemail - you must speak directly to leadership in the household/department.

Any employee who fails to report for a scheduled weekend shift must make up the weekend. The make-up weekend will be scheduled at Leadership's discretion. Note: Weekend is defined as Friday, Saturday and Sunday.

Agreeing to work another employees' shift, no matter if the shift is in another household/department, makes you responsible for that shift. Leadership should be notified of the arrangement, and agreements should be in writing for both parties to avoid conflicts and confusion.

**HOLIDAYS**

The following holidays are recognized by Pennybyrn at Maryfield and business offices will be closed: New Year's Day, Good Friday (Easter), Independence Day, Labor Day, Thanksgiving Day, Christmas Day

The use of PTO for a holiday requires Leadership approval. Departments or areas which regularly operate Monday through Friday will observe holidays that fall on Saturday on the preceding Friday, and holidays that fall on Sunday on the following Monday. Departments or areas which regularly operate seven (7) days a week, will observe holidays which fall on Saturday or Sunday on the actual day the holiday falls.

**Pay for Time Worked on a Premium Holiday:**

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

The following are considered Premium Holidays:

- *New Year's Day*
- *Easter Sunday*
- *Thanksgiving Day*
- *Christmas Day*

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## ***PAID TIME OFF (PTO) PROGRAM***

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Regular full-time employees who are hired to work 75 or 80 hours per period (minimum of 72 hours per pay period), Baylor employees who are scheduled 12 hour shifts every Saturday and Sunday, and Part-time / PRN employees who work at least 40 hours per month are eligible to participate in the Paid Time Off (PTO) Plan. PTO is paid using the employee's base hourly rate.

A request for leave should be approved by the Department Leader two (2) weeks in advance of the leave being taken. Approval of PTO time will be given in accordance with the department workload, employee request for specific dates and the request for PTO by other employees. Every effort will be made to honor PTO requests, but service to our residents will be the primary focus in approving the requests and it may be necessary at times to deny leave requests due to business needs (i.e. The Nursing Department discourages requests November 15 thru January 15). Employees who have given notice of resignation may be granted limited PTO time during their notice, but permission is not guaranteed.

PTO time will accrue during the ninety (90) day introductory period; however, employees will not be eligible to use this time until the completion of their ninety (90) day introductory period.

PTO time is accrued per pay period worked. Pennybyrn calculates PTO for regular full-time employees in two ways: 1) from hire date or 2) at the beginning of the calendar year for existing employees. This allows the employee full access to PTO time with the assumption the employee will work full-time hours for the entire year. Pennybyrn calculates PTO for regular part-time employees each month a minimum of 40 hours has been worked.

Employees who voluntarily terminate employment will be eligible to receive compensation for unused, accrued PTO time, provided they have completed the 90 day introductory period, have worked 200 hours, have completed a satisfactory notice, and terminate in good standing with Pennybyrn. Employees will only be paid for PTO that was actually accrued prior to their last day of employment, up to 200 hours. Employees who are involuntarily terminated, do not complete a satisfactory notice, or resign before the completion of the initial ninety (90) day introductory period, will not be entitled to any payment of PTO.

Full-time employees who change to part-time status (i.e. no longer work at least 72 hours per pay period consistently) will have PTO prorated from January 1 or first day of full-time work through the last pay period of full-time hours worked. If a part-time employee changes to full-time status, PTO will be prorated from the first day of full-time hours worked through December 31. If the status change occurs during the middle of a pay period, PTO accrual will begin the first day of the next pay period.

Full-time status with Pennybyrn requires an employee to work 75 or 80 hours per pay period, excluding Baylor status. Employees must work a minimum of 72 hours each pay period to maintain full-time status; however 72 hours should not be a consistent work schedule. When a regular full-time employee does not work at least 72 hours in a pay period, PTO will be used to bring the hours balance to at least 72. Leadership will be required to input the PTO amount if the employee does not request PTO. There are some instances when an employee will not be allowed to use PTO time due to disciplinary procedures or excessive use of PTO.

Employees who do not work a minimum of 72 hours for 3 pay periods within a 90 day period will receive probation. Full-time status will be terminated if the employee on probation does not work 72 hours during a fourth pay period within a 90 day period. Human Resources will inform employees of each step of the disciplinary process who are not meeting the 72 hour requirement.

### ***PTO Policy Highlights:***

- Employees who terminate in good standing, complete a satisfactory notice, and have completed their initial ninety (90) day introductory period, will be paid for unused accrued PTO days that have been earned through the last day of work, up to 200 hours.
- Employees who terminate employment or change status before the end of the calendar year will be responsible for repayment of any used PTO time that was not actually accrued.
- Employees who are involuntarily terminated, do not complete a satisfactory notice, or resign before the completion of their 90 day introductory period, will not be paid for accrued PTO.
- Requests for PTO time must be made with as much advance notice as possible (at least 2 weeks beforehand) to allow for rescheduling of staff to cover employee's absence. Requests for leave or PTO time may not be granted while an employee works a notice of resignation.
- Approval of PTO time will be given in accordance with the department workload, employee requests for specific dates and the requests for PTO by other employees. It may be necessary to deny leave requests due to business needs. (Nursing discourages requests Nov 15 thru Jan 15)
- Full-time eligible employees must work 75 or 80 hours per pay period (depending on department and excluding Baylor status), and should not drop below 72 hours to maintain full-time benefits. Leadership is required to input PTO time to bring an employee's hours to a minimum of 72 hours each pay period. Full-time status will be terminated if an employee does not consistently work a full-time schedule.

### ***PTO ACCRUALS***

Full-time and part-time / PRN employees, meeting the requirements above, will accrue PTO beginning with the date of hire or status change. The PTO accrual rate is based on status, hours worked per day, and length of employment, as follows:

<b>FULL-TIME EMPLOYEES Years of Employment</b>	<b>Per PP Accrual (7.5 hour day)</b>	<b>Per PP Accrual (8 hour day)</b>	<b>Total PTO days per year</b>
1 – 4 years	7.22	7.70	25
5 – 9 years	8.08	8.62	28
10 – 14 years	8.65	9.23	30
15 – 19 years	9.52	10.20	33
20+ years	10.10	10.80	35
Baylor (all years)	3.69	3.69	12



<b>PT / PRN EMPLOYEES Years of Employment</b>	<b>Per PP Accrual (7.5 hr day)</b>	<b>Month with 2 PP</b>	<b>Month with 3 PP</b>	<b>Per PP Accrual (8 hr day)</b>	<b>Month with 2 PP</b>	<b>Month with 3 PP</b>	<b>Total PTO days per year</b>
1-4 years	2.89	5.78	8.67	3.08	6.17	9.24	10
5-9 years	3.47	6.93	10.40	3.70	7.40	11.10	12
10-14 years	4.05	8.10	12.15	4.32	8.63	12.96	14
15-19 years	4.62	9.25	13.85	4.93	9.85	14.78	16
20+ years	5.20	10.40	15.60	5.55	11.10	16.65	18

### ***EMERGENCY OR SUDDEN ILLNESS***

Pennybyrn at Maryfield recognizes that employees occasionally, although rarely, experience emergencies or sudden illnesses which prevent the request for paid time off in advance or a timely fashion. Under emergency or sudden illness conditions, employees must notify their leader as soon as possible of their need for paid time off. The duty to notify continues as a daily requirement throughout an employee's illness or emergency, unless the leader specifically authorizes the employee to report differently. Employees may be required to provide their convalescent location when they are ill and inform the leader of any changes in the convalescent location. The employee may also be asked to provide verification of the emergency or illness regardless of the length of the absence.

### ***DENIAL OF PAID TIME OFF***

The use of paid time off always requires a Leader's approval. Leaders are not required to approve any paid time off request, even an emergency request. Employees who believe that they have been denied the use of paid time off inappropriately are encouraged to discuss the matter with their Department Leader. If the issue remains unresolved, employees are encouraged to consult with Human Resources. Human Resources will assist the employee and Leader in resolving any issues or questions, which may exist. An employee, who is absent without approval, is in an unauthorized leave status and subject to corrective action, which may include termination of employment.

### ***BEREAVEMENT LEAVE***

Regular full-time employees can be eligible for up to three (3) days of leave upon the death of an immediate family member. Immediate family is defined as: spouse, child, parent, sibling, or legal guardian. The leave shall consist of three (3) consecutive scheduled workdays, one of which must be the day of the funeral. One (1) day with pay is granted to attend funeral services for extended family defined as: grandparent, grandchild, aunt, uncle, in-laws (son, daughter, father, mother, and siblings).

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

Leadership may approve employees to take one full day (with or without pay) to attend funerals of other relatives and friends, depending on available PTO time. Approval of additional bereavement leave will be considered on an individual basis and approved by Leadership and Human Resources.

***JURY DUTY***

An employee called for jury duty must notify Leadership immediately following receipt of the jury summons and must present a copy of the summons from the court or attorney showing the date and time of the jury duty.

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

***UNPAID LEAVES***

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

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

All requests for leaves of absence shall be submitted, in writing, to Human Resources. Each request shall provide sufficient detail such as the reason for the leave, the expected duration of the leave and the relationship of members, if applicable. There are several types of unpaid leaves for which employees may be eligible:

***MILITARY LEAVE***

Leaves of absence for military service will be granted in accordance with federal law.

***UNIFORM SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)***

USERRA governs the employment and reemployment rights of all uniformed service members and requires both private and public employers to provide employees with leave to serve in the military. USERRA also requires employers to reinstate employees returning from military leave and to train or otherwise qualify employees returning from military duty.

**General guidelines and requirements:**

- Employer must provide military leaves of absence to employees who must fulfill their military obligations.
- Under USERRA, reemployment rights and benefits extend to all employees who must miss work to fulfill their commitment in the uniformed services. These services include the Army, Navy, Air Force, Marines (and the reserve units of the foregoing), the Army National Guard, the Air National Guard, full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of individuals the President may designate in a time of war or national emergency.
- "Service in the uniformed services" under USERRA includes active duty, active duty for training, initial active duty for training, full-time National Guard duty, and absence from work for an examination to determine an individual's fitness for any of the above types of duties.

- The employee or an appropriate military officer must give the employer advance notice (either written or oral) of the leave. No notice is required, however, if military necessity prevents the giving of notice or such notice is otherwise impossible or unreasonable.
- The cumulative length of service that causes a person's absence cannot exceed five years, with certain exceptions including service under an order to remain on active duty because of a war or national emergency declared by the President or Congress.
- An employer cannot dictate either the frequency or length of military leave taken by its workers. Additionally, an employer cannot require employees to use earned Paid Time Off while performing military duty.
- USERRA does not require employers to pay employees while they are absent for military duty. If employees are salaried and exempt, however, the Fair Labor Standards Act prohibits the employer from deducting the employee's salary for temporary military leave.
- Employee rights

Under USERRA, restoration rights are based on the duration of military service rather than the type of military service (e.g., active duty for training or inactive duty), except for fitness-for-service examinations. The time limits for work are as follows:

- Less than 31 days service: By the beginning of the first regularly scheduled work period after the end of the tour of duty, plus time required to return home safely and an eight hour rest period. If this is impossible or unreasonable, then as soon as possible.
- 31 to 180 days: The employee must apply for reemployment no later than 14 days after completion of military service. If this is impossible or unreasonable through no fault of the employee, then as soon as possible.
- 181 days or more: The employee must apply for reemployment no later than 90 days after completion of military service.
- Service-connected injury or illness: Reporting or application deadlines are extended for up to two years for employees who are hospitalized or convalescing.

Depending on the length of leave, returning veterans must be reinstated either to the position they would have attained, their former position, or one with similar seniority, status, and pay.

Veterans returning from active duty, once reinstated, cannot be fired except for cause for a period of one year if the service period was more than 180 days or for six months if the service period was more than 30 days. Benefits that normally accumulate during other types of leaves must also accumulate during military absences, in keeping with company policy.

Under USERRA, all employer health care plans have to make immediate provision for continuing health care coverage under COBRA to any employee (and his or her dependents) where (1) they were participants in the plan immediately before the uniformed leave of absence, and (2) the employee's absence was due to a uniformed service leave.

### ***MILITARY RESERVE TRAINING***

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

### **MILITARY HOURLY EMPLOYEES**

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

### **FAMILY AND MEDICAL LEAVE ACT (FMLA)**

FMLA requires employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees. Employers must maintain the employee's health coverage under any group health plan on the same terms as if the employee is still working. Upon return from FMLA Leave, employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Employees qualify for FMLA for the following reasons:

- 1. Eligibility** - Employees who have a cumulative (not necessarily continuous) 12 months of prior service, who have worked at least 1,250 hours during the 12 months immediately preceding the date on which the FMLA leave would commence.
  
- 2. Types of FMLA Leave Available:**
  - Parental Leave - Leave for care of or bonding with the employee's child within 12 months of the birth or placement for adoption or foster care of a child (under 18 years of age).
  - Serious Family Illness Leave - Leave needed by the employee in order to care for a spouse, child (under the age of 18) or parent who has a serious health condition.
  - Serious Personal Illness Leave - Leave needed by the employee because of a serious health condition (including job-related injuries or illness) which renders the employee unable to perform the functions of his or her job.
  - Military Leave – Leave needed by the employee with a spouse, child, or parent on active duty or call to active duty status in the Armed Forces, National Guard or Reserves. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

*\*Military Leave may also include a special entitlement that permits employees to take up to 26 weeks of leave to care for a service member (Armed Forces, National Guard, or Reserves) during a single 12 month period. This special entitlement is reserved for service members who have a serious injury or illness incurred during active duty, which renders the service member unfit to perform his/her duties, and for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.*

**3. Duration:**

- In General - Eligible employees are entitled to a total of 12 weeks (90 days) of FMLA leave during a calendar year.
- Married Employee Couples - In cases where both husband and wife work for the Company, they will be eligible for a combined total of 12 weeks (90 days) of FMLA leave for Parental Leave or Serious Family Illness Leave to care for a parent.
- Intermittent Leave or Reduced Work Schedule Leave - When medically necessary, Serious Family Illness Leave or Serious Personal Illness Leave may be granted intermittently, in separate blocks of time (no less than one hour), or on the basis of a “reduced leave schedule” under which an employee’s usual working hours each day or each week are reduced, if the organization can reasonably accommodate this kind of leave. Requests to take Parental Leave on an intermittent reduced leave schedule will be granted in the discretion of the Company.

**4. Request and Approval** - Leave requests should be submitted to Human Resources on the Request for Leave Form available from the HR Department. Requests for Serious Family Illness Leave or Serious Personal Illness leave should be accompanied by a Medical Certification Form (available from the HR Department) whenever the need for such leave is foreseeable. In cases where the need for leave is not foreseeable, a Medical Certification must be provided within 15 calendar days of the request or as soon as reasonably possible under the circumstances. Failure to provide proper medical certification may result in denial of leave, or denial of continuation of leave until the certification is provided.

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

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

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

The employee will be required to use accrued paid time off (PTO) to cover voluntary deductions (i.e. medical & dental premiums, disability premiums, supplemental insurance, etc.) during the FMLA period. Pennybyrn will use a minimum amount of PTO to cover deductions each pay period. The employee may choose to use more than the minimum amount of PTO (up to 80 hours in each pay period), and must

notify their Supervisor regarding this decision. Employees that deplete PTO or have not accrued PTO will be responsible for paying deductions out-of-pocket each pay period during the FMLA period. Failure to pay premiums in a timely manner may result in loss of coverage.

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

### **GENERAL MEDICAL LEAVE (*non-FMLA*)**

#### **Eligibility**

- ***Leave within first year of employment***

Employees who do not qualify for FMLA leave coverage may request a Medical Leave of Absence (LOA) when unable to work due to a self-qualifying serious medical condition as defined under FMLA. The employee's hire date must have been within the last year and the 90 day probationary period satisfactorily completed. Pennybyrn will consider a Medical LOA time period of five consecutive days up to six weeks away from work. Length of absence may be granted for longer periods due to extenuating circumstances. Intermittent leave will not be eligible for a Medical Leave of Absence unless it is an ADA/A approved reasonable disability-related accommodation. Please contact the Human Resources department for any accommodation requests. Employees who have accrued paid time off (PTO) and are eligible to use it, are required to use all available PTO during the LOA.

- ***Leave after first year of employment***

Employees who do not qualify for FMLA leave coverage due to not meeting the 1,250 hour requirement or having exhausted all available FMLA leave may request a Medical LOA when unable to work due to a self-qualifying serious medical condition as defined under FMLA. The entirety of time away from work should not exceed four months within a rolling 12-month period, including all other concurrent leaves (except USERRA military leave requirements). Intermittent leave will not be eligible for a Medical Leave of Absence unless it is an ADA/A approved reasonable disability-related accommodation. Please contact the Human Resources department for any accommodation requests. Employees who have accrued paid time off are required to use all available PTO during the LOA.

**Request and Approval** - Leave requests should be submitted to Human Resources, accompanied by a Medical Certification Form. Requests for General Medical Leave must be submitted at least 30 days in advance of the need for the leave whenever the need for leave is foreseeable. When the need for such leave is not foreseeable, the employee must give as much notice as possible, either the same day, the next business day, or as soon as reasonably possible. Leave requests may be denied if not submitted according to policy. Properly supported and timely requests for General Medical Leave from eligible employees will be granted as accommodations are possible.

**Restoration from Medical LOA** – Pennybyrn will generally reinstate employees to the same or equivalent position, however this will be dependent upon the needs of the department during the LOA and after. Any changes to employment will be confirmed by Human Resources and the employee will be notified by the end of the LOA.

Pennybyrn requires a medical authorization for all employees to return to work. This release form should be given to Human Resources and confirm the employee's eligibility to return to work for regular duty or list details of any restrictions. Employees will not be able to return to work without this documentation. Restrictions will be discussed with the home department and Human Resources to determine whether the restrictions can be reasonably accommodated. Human Resources will notify the employee of this decision before returning to work.

Pennybyrn will not continue to hold positions open for employees who are unable to return to work at the end of their Medical LOA, unless a continuation of leave has been granted through Human Resources. Human Resources may transition the employee to PRN (as needed) status or terminate employment depending on the circumstances. Employees who do not work for a three month period after transitioning to PRN status will be terminated.

### ***PERSONAL LEAVE OF ABSENCE (LOA)***

An unpaid Personal Leave of Absence (LOA), if not detrimental to the services provided by Pennybyrn or the welfare of other staff members affected, may be granted under circumstances described in this policy. The employee's home department and Human Resources reserve the right to approve or deny the request. Pennybyrn will consider a period of time from five consecutive days up to six weeks away from work. This amount of time can be subject to change depending on the circumstances.

Eligible employees are those who have completed 12 months of employment and are in good standing (i.e. have not received any disciplinary proceedings within the previous six months). LOA requests that involve issues controlled by other personnel policies are governed by this policy and the other controlling policy. For example, a request for leave because of pregnancy, childbirth, adoption, or illness of a child, spouse or parent would be governed by both the Family Medical Leave Policy and the LOA Policy. Intermittent leave is not permitted as a Personal LOA.

LOA requests should be made at least 30 days prior to the beginning of leave, or as soon as possible if not foreseeable, and before schedules are finalized and the employee exhausts applicable paid leave. Paid leave of any type does not accrue when an employee is on LOA for more than fifteen (15) calendar days.

LOA is generally used for (but not limited to) the following reasons:

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

Pennybyrn will generally reinstate employees to the same or equivalent position, however this will be dependent upon the needs of the department during the LOA and after. Any changes to employment will be confirmed by Human Resources and the employee will be notified by the end of the LOA.

Pennybyrn will not continue to hold positions open for employees who are unable to return to work at the end of their LOA, unless a continuation of leave has been granted through Human Resources.

Human Resources may transition the employee to PRN (as needed) status or terminate employment depending on the circumstances. Employees who do not work for a three month period after transitioning to PRN status will be terminated.

### ***CONTINUATION OF BENEFITS DURING LEAVES OF ABSENCE***

While on LOA provided for under these policies, we will continue your group health, dental, and disability insurance benefits under the same terms as provided to other employees, for up to a maximum of 16 weeks leave time during any one-year period. You will be responsible for any employee contribution toward insurance while on leave, and are required to use PTO time to cover these deductions. Once PTO has been exhausted, you will be responsible for paying out-of-pocket.

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

### ***ABSENCE WITHOUT AUTHORIZATION***

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

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

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

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



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## **EMPLOYEE BENEFITS**

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

### **MEDICAL / DENTAL / DISABILITY / LIFE INSURANCE**

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

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

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

### **COBRA HEALTH INSURANCE CONTINUATION**

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

### **QUALIFYING EVENTS**

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

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

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

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

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

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

### ***NOTIFICATION REQUIREMENTS***

Under the law, the covered employee, spouse, or other covered family member has the responsibility to inform our Plan Administrator of a divorce, legal separation, or a child losing "dependent status" under the health plan. This notification must be made within 60 days from whichever date is later: the date of the qualifying event or the date that coverage would be lost under the terms of the insurance contract because of the event. Check the dependent eligibility rules contained in the summary plan description carefully to determine when a child loses "dependent status" under the health plan. You satisfy our notification requirements by sending the information in writing to Human Resources. The information must be in writing and may be sent through interoffice mail, certified mail or hand delivered. If this notification is not done in a timely manner, then your rights to continuation coverage may be forfeited. Note: Pennybyrn at Maryfield has the responsibility for notifying the health plan of the employee's termination of employment, reduction in employment hours, death or Medicare entitlement.

### ***ELECTION PERIOD***

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

If a qualified beneficiary does elect to continue coverage and pays the applicable premium, then the company is required to provide the qualified beneficiary with coverage that is identical to that provided

under the plan to similarly situated employees and/or covered dependents. If coverage is changed or modified for similarly situated active employees, then continuation coverage may be similarly changed and/or modified.

### ***LENGTH OF COVERAGE***

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

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

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

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

### ***ELIGIBILITY, PREMIUMS, AND CONVERSION RIGHTS***

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

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

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

#### **TERMINATION OF CONTINUATION COVERAGE**

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

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

#### **ADDRESS CHANGES**

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

#### **QUESTIONS**

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

#### **OTHER HEALTHCARE BENEFIT SOURCES:**

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

**FLEXIBLE BENEFITS PLAN:** Pennybyrn at Maryfield offers two options for Flexible Spending Accounts (FSAs): Unreimbursed Medical Expenses and Dependent Daycare Expenses. Employees are participating in the medical insurance plan are eligible to enroll in the Medical FSA. Any regular employee is eligible to enroll in the Daycare FSA. FSAs allow employees the option of withholding pre-tax dollars for eligible medical expenses and dependent day care expenses. You must complete the enrollment form, which includes information about using flexible benefits plan. Open enrollment for FSA is October 1 each year. Contact Human Resources for more information.

#### **INCOME PROTECTION**

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

#### **ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)**

If you are disabled as the result of an accidental dismemberment such as the loss of a limb or eyesight,

you may be eligible for benefits under the Pennybyrn at Maryfield Life and AD&D insurance plan. For more information on coverage specifics refer to the Life and AD&D Insurance Plan Booklets provided after completion of your ninety (90) day introductory period, or contact Human Resources for additional information.

### **WORKER'S COMPENSATION INSURANCE**

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

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

### **UNEMPLOYMENT COMPENSATION**

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

### **SOCIAL SECURITY**

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

### **LONG TERM DISABILITY (LTD)**

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

### **SUPPLEMENTAL PLANS**

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

**SURVIVOR BENEFIT PLAN / LIFE INSURANCE**

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

**OTHER BENEFITS****401K Retirement Savings Plan**

Pennybyrn at Maryfield offers a tax deferred retirement savings plan for all employees. Employees age 21 and older who have completed one (1) year of service and one thousand (1000) hours may choose to join the plan. Pennybyrn at Maryfield's retirement plan is a Safe Harbor in which we will match a percentage of the employee's contribution. Enrollment is held once every quarter: January 1 – April 1 – July 1 – October 1. Please see Human Resources to enroll.

**Credit Union Membership**

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

**Education/Training**

From time to time, Pennybyrn at Maryfield may arrange to have both formal and informal training programs to enable you to progress in your technical knowledge of our business. All or a portion of the expenses for off-premises training may be paid for by Pennybyrn at Maryfield depending on the nature of the course. Pennybyrn also partners with an online training company and requires employees to complete trainings each month as instructed and as found on the Pennybyrn Training Calendar.

**WELLNESS**

Pennybyrn is committed to promoting and living a health lifestyle for employees. Some of our benefits in connection with this commitment are:

Free preventive care (mammograms, pap smears, routine exams) through our medical insurance plan

Free membership to our Fitness Center on campus

Massage packages available at discounted rates on campus

Professional haircuts available at discounted rates on campus

Free exercise sessions (when available) courtesy of our Fitness Center

Free smoking cessation products and medications through our medical insurance plan

**EMPLOYEE MEAL PLAN**

All employees have the option to purchase an Employee Meal Plan and enjoy food prepared in their households, departments, or buildings. Employees may choose to purchase one or two meals per scheduled work day, depending on area and hours worked, and have the amount payroll deducted. Please see the Employee Meal Plan further in the Handbook.

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## **EMPLOYEE RESPONSIBILITY**

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### **PROFESSIONAL CONDUCT AND COMMITMENT**

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

### **SAFETY AND SECURITY**

Security is one of our top priorities in caring for our residents and ourselves. Pennybyrn is aware of how important security should be in the workplace. Please be mindful of the following procedures:

**ALL VISITORS MUST SIGN IN.** No exceptions. Visitors will be directed to the front desk when found in other areas of the campus. We strongly discourage employee visitors on campus as they may cause disruptions to our residents' home and employees' work environment, but understand there may be intermittent needs for such.

Independent Living and Healthcare visitors (including McEwen) must sign in at the respective front desk. Visitors will remain in the front desk area until the employee arrives, and should not be taken into a resident household/area (unless there is prior approval from Leadership).

Taylor Village & Smith/Deal visitors must ring the doorbell, sign in, and be escorted to the first floor Waiting Area. Visitors will remain in the Waiting Area until the employee arrives, and should not be taken into a resident area (unless there is prior approval from Leadership).

ONLY Employees and Residents are allowed to enter locked entrances (side doors, back doors, dock areas, etc). Exceptions are made for those who are issued security badges (resident family members, vendors, contractors).

Terminated employees are not allowed on campus for any reason, at any time.

Security Personnel are available 24/7 for any emergency. Call # 880-5929.

Security of our workplace is the responsibility of everyone! Don't take chances!  
Please report any concerns immediately to Security personnel, Leadership or Human Resources.

**REPORTING REASONABLE SUSPICION OF A CRIME (ELDER JUSTICE ACT)**

All employees of Pennybyrn at Maryfield have the following responsibilities and rights under the federal Elder Justice Act: If you reasonably suspect that a crime has occurred against a Resident or Person receiving care, you must report that suspicion to the Police and State Survey Agency.

High Point Police Department – 336.883.3224

North Carolina Department of Health Service Regulation - 919-855-4520

You must make a report within 2 hours after you first suspect a serious bodily injury, and/or 24 hours after you suspect any/all other crimes. If you fail to report your reasonable suspicion of a crime, you may be subject to a civil monetary penalty of up to \$300,000 and/or you may be excluded from participation in any Federal health care program. Pennybyrn at Maryfield cannot punish you or otherwise retaliate against you for reporting your reasonable suspicion of a crime against a resident or person receiving care from this facility. You have the right to make a complaint to the DHSR (919-855-4520) if Pennybyrn at Maryfield punishes you or otherwise retaliates against you for reporting your reasonable suspicion of a crime against a resident or person receiving care from this facility.

**TELEPHONE COURTESY**

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

**PERSONAL PHONE CALLS**

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

**ELECTRONIC DEVICES**

Cell phones are not permitted for personal use by employees during business hours. This includes Blue Tooth and all hands-free devices. Also, cell phones may not be used to make audio or video recordings, including still photographs, of employees or residents without express permission from the employee, resident and/or resident's Power of Attorney, and approval of Leadership. Cell phones may be carried but must have the ringer turned off and should not be used in any capacity outside specified break or lunch periods. In case of an emergency, calls will be accepted at the main office number.

In addition, use of any electronic device with headphones or ear plugs (including but not limited to MP3 players, i-pods, radios) is prohibited during working hours. Electronic devices and cell phones may be used outside of the work environment during breaks and lunch periods.



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**INFORMATION SECURITY**

**INTERNET:** Access to the Internet (both email and world-wide web) has been provided to employees for the benefit of the organization. It allows employees to connect to information resources around the world. Every employee has a responsibility to maintain and enhance the organization's public image, and to use the Internet in a productive manner. To ensure that all employees are responsible, productive Internet users and are protecting the organization's public image, the following guidelines have been established for using the Internet.

**ACCEPTABLE USES:** Employees accessing the Internet are representing the organization. All communications should be for professional reasons. Employees are responsible for seeing that the Internet is used in an effective, ethical, and lawful manner. Internet Relay Chat channels may be used to conduct official business, or to gain technical or analytical advice. Databases may be accessed for information as needed. Email may be used for business contacts.

**UNACCEPTABLE USES:** The Internet should not be used for personal gain or advancement of individual views. Solicitation of non-company business, or any use of the Internet for personal gain is strictly prohibited. It must not interfere with yours or others productivity.

**SOCIAL MEDIA:** Pennybyrn does not allow employees to access social media sites (ex: facebook, twitter, Instagram, chat rooms, etc.) while on duty, and Pennybyrn does not allow access to social media sites via Pennybyrn resources.

- Know the rules - Employees who access social media sites on personal time are solely responsible for what is posted online. Any conduct that adversely affects Pennybyrn, your job performance, fellow employees, former employees, residents, family and/or friends of residents, volunteers, suppliers, contractors, or other business interests will result in disciplinary action, up to and including termination. Employees should ensure any postings online are consistent with Pennybyrn's Mission and Values, Code of Conduct Policy, Harassment Policy, and Violence in the Workplace policy (all found within the Employee Handbook).
- Be respectful - Pennybyrn supports an Open Door policy for all employees, in which any employee is welcome to voice grievances to any Leadership team member within the organization for the intent of seeking resolution. Posting work-related complaints or criticism online can be counter-productive and should be avoided; however malicious, obscene, threatening, or intimidating posts that may create a negative impact on Pennybyrn business and/or associates, results in harassment or bullying of an associate of Pennybyrn, or creates a hostile working and living environment, will not be tolerated and will result in disciplinary action, up to and including termination.
- Be honest and appropriate - Employees should never post rumors or information not known to be entirely true pertaining to Pennybyrn and its associates. Employees should not post Pennybyrn trade secrets or confidential material, such as HIPAA information and internal communications.
- Media contacts – Employees should not communicate to the media on Pennybyrn's behalf without explicit consent from Pennybyrn's President or Marketing Department. All media inquiries should be directed to their attention.

**COMMUNICATIONS:** Each employee is responsible for the content of all text, audio or images that they place of send on the Internet. Fraudulent, harassing, or obscene messages are prohibited. All messages communicated on the Internet should have your name attached. No messages will be transmitted under an assumed name. Users may not attempt to obscure the origin of any message. Information published on the Internet should not violate or infringe upon the rights of others. No abusive, profane or offensive language should be transmitted through the system.

**SOFTWARE:** To prevent computer viruses from being transmitted through the systems do not send email chain letters or open attachments you are not expecting. Do not install programs onto the network without the direct consent of the IT Leader responsible for maintaining the network.

**SECURITY:** All messages created, sent, or retrieved over the Internet are the property of the organization, and should be considered public information. The organization reserves the right to access and monitor all messages and files on the computer system as deemed necessary and appropriate. Internet messages and web sites visited are public communication and are not private. A record of all this information is available on the file server. All communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or receiver.

**HARASSMENT:** Any conduct that violates Pennybyrn’s Mission and Values, Code of Conduct, or Harassment Policy will not tolerated and will result in disciplinary action up to and including termination.

**VIOLATIONS:** Violations of any guidelines listed may result in disciplinary action up to and including termination. If necessary, the organization will advise the appropriate law enforcement officials for further legal action.

**APPEARANCE AND DRESS CODE**

Pennybyrn at Maryfield expects each employee to present a professional, conservative image through proper dress, personal appearance, appropriate oral and bodily hygiene, and courteous behavior. Employees that work in departments requiring uniforms are expected to wear the approved uniform in a clean, neat manner for every shift. The excessive use of perfume or cologne is unacceptable as it can be unpleasant to others and/or trigger allergic reactions.

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

Should your attire, appearance, hygiene, excessive perfume/cologne, or behavior be deemed inappropriate, you will be counseled. If asked to go home to change and return, the time you are absent will be without pay.

**BREAKS AND MEAL PERIODS**

Regular employees (working 7.5 or 8 hour shifts) are eligible. Employees have the opportunity to take a 30 minute unpaid meal period, and all hourly employees must clock out for this time. Additionally, regular employees have the opportunity to take two paid 15 minute break periods during a shift.

Employees who leave the property at any time (including meals and breaks) must clock out with no exceptions, and must notify Leadership of their departure.

The Department of Labor does not require employers to give breaks, however you may be eligible depending on your hours worked and department. Unused break periods are forfeited and cannot be combined with meal periods.

**EMPLOYEE MEALS**

All employees have the option to purchase an Employee Meal Plan and enjoy food prepared in their work areas. Employees may choose to purchase 1 or 2 meals per scheduled work day, depending on area and hours worked, and have the amount payroll deducted. Only employees who have completed an Employee Meal Form and turned into Payroll may consume Pennybyrn meals. Dining Services employees are an exception to this rule, and may receive 1 complimentary meal per scheduled work day. The meal shall be consistent for all dining staff and determined by dining leadership.

Meals should be enjoyed in designated areas; not including resident rooms, work stations, kitchens, serving lines and any other place deemed a sanitation violation.

Pennybyrn offers meals for employees during their scheduled work days only. Meals may not be consumed on an employee's day off. Food and/or food containers are never allowed to leave Pennybyrn property. Violation of this policy will result in immediate termination.

**GRATUITIES**

It is the policy of Pennybyrn at Maryfield that employees are not permitted to accept any form of tips, gifts or gratuities in the performance of their job. This policy extends to gifts or incentives offered from vendors, families, residents or any other source. Employees accepting any form of tips, gifts or gratuities are subject to disciplinary action, up to and including termination. If donations or gifts are received from vendors, they should be turned over to Administration to determine the best organizational use. Families, residents, etc wishing to reward employees for exceptional performance should complete Caught You Caring nominations and may make contributions to the Employee Appreciation Fund in any amount, at any time.

**COMPENSATION FOR SERVICES**

Pennybyrn offers a wide variety of services to residents that are coordinated through the Community and adhere to a scheduled fee. Current and former employees are not permitted to receive compensation from residents, families, vendors, or other sources in exchange for work or services performed on or off Pennybyrn property. Employees accepting any form of compensation are subject to disciplinary action, up to and including termination.

**SMOKING**

It is the policy of Pennybyrn at Maryfield to promote the health, well-being, and safety of the residents, staff and visitors while on the Pennybyrn campus. Tobacco is a proven health and safety hazard, both to the tobacco user and non-smokers who are exposed to secondhand smoke, carrying very serious health risks. It has been proven to be the leading cause of preventable death in the United States and is inconsistent with our healthcare mission. The use of tobacco products by our staff compromises our image as a healthcare establishment. Tobacco use refers to the use of any tobacco products, including smokeless tobacco products and electronic cigarettes or vaporizers.

The use of tobacco products is prohibited:

- In all areas within Pennybyrn buildings,  
On all property maintained by Pennybyrn, including sidewalks, and parking lots.  
In all vehicles owned, leased, or rented by Pennybyrn  
In all staff and visitor vehicles when parked on Pennybyrn property

This policy covers all individuals working, visiting, or receiving medical care within the boundaries of Pennybyrn property. This policy also includes vendors and contractors. The only exception to this policy is that Independent Living residents and their guests may smoke in their private homes. Staff smoking or using tobacco products on the Pennybyrn property are in violation of the stated policy and subject to disciplinary action up to and including termination.

Employees who do smoke must leave Pennybyrn campus, clock out for the entirety of the smoke break, beware of trespassing on other people's property, and take care not to throw cigarette butts or other litter on the ground. Littering is illegal, a fire hazard, and a poor representation of Pennybyrn employees.

**OPEN DOOR POLICY**

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

**HAZARDOUS WEATHER / EMERGENCY CONDITIONS**

Due to the residential nature of Pennybyrn at Maryfield and the programs and services we provide to our residents, we do not close during inclement weather which may cause difficult travel conditions.

When severe weather or emergency conditions occur, if you are scheduled to work, you will be expected to report in order to maintain the continuity of resident services, and to assure the timely relief of staff who have been on duty. If replacement staff is delayed in arrival to work, staff currently on duty will be required to remain at their station until properly relieved.

You may be excused for lateness or allowed to leave early from work at the discretion of your Department Leader during severe weather conditions, if your absence does not adversely impact the service provided to our residents. **However, all departments are expected to report to work for business as usual.** Employees calling out for work due to weather will be subject to the attendance policy as weather related absences are unexcused. Employees are not eligible for PTO for weather related absences. *\*This does not apply to absences and PTO scheduled prior to the weather incident.*

- Employees should plan ahead, including consideration for lodging, childcare and transportation.
- Follow weather and news reports to stay abreast on weather and road conditions.
- Allow extra travel time, as it will take additional time to get to work when road conditions are bad.
- If you use public transportation, buses may not run so be aware you will have to use other transportation.
- Have an alternative plan for childcare in the event schools and day cares are closed.
- Overnight lodging at Pennybyrn may be possible. Check with the Receptionist for availability.

**SUGGESTION PROGRAM**

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

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## **PAYROLL INFORMATION**

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Pennybyrn partners with a third-party payroll processing and time recording company. Employees are responsible for registration in the payroll system. Once registered, employees will be assigned an Identification number, a Username, and will create their own password. Employees may then access the time clock for punching in and out.

Payroll and Human Resources have access to the payroll system and hardcopy files, and are responsible for keeping all employees' private information secure (i.e. social security number, birthdate, benefit information, health information, deductions, tax status, etc.). Supervisors will have limited access to the payroll system for approving time cards and will not be able to view employees' private information or hardcopy files without express permission from the employee or as required during the course of performing their job responsibilities.

Payroll operates on a bi-weekly schedule and there are 26 pay periods per year. The work week begins at 12:01 a.m. on Sunday and ends at 12:00 midnight on the second Saturday following. Payday is normally every other Thursday, unless it is a holiday, then payday will be on Wednesday.

Service staff may work on various shifts. The beginning time and ending time for these shifts may vary according to the needs of the community and the department to which the employee is assigned. Weekend schedules will be determined by the needs of the community and the department to which the employee is assigned. Leadership reserves the right to change shift schedules and assignments at any time in order to maintain optimal staffing levels.

### **TIME RECORDING**

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

### **DAILY TIME CLOCK USE**

All Non-exempt employees of Pennybyrn at Maryfield will use the time clock on each workday. Non-Exempt (overtime eligible) employees will clock in at the beginning of the shift and out at the end of the shift. Non-Exempt employees are also required to clock out before taking a lunch break, or any other break in which the employee leaves the premises or takes a prolonged break time, and clock back in before resuming work.

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

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

their time worked, the employee is responsible to inform their leader immediately

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

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

### ***PAYROLL SUBMISSION***

All disputes regarding actual time worked and editing issues must be approved through the Leadership of the Department. All issues regarding information changes and retro pay will be handled by the Human Resources Department or the Payroll Designee.

### ***VACATION SCHEDULING***

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

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## ***OUR POSITION ON LABOR UNIONS***

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North Carolina is a “right-to-work” state, meaning the right to live includes the right to work. The exercise of the right to work must be protected and maintained free from undue restraints and coercion. The public policy of North Carolina states the right of persons to work shall not be denied or abridged on account of membership or non-membership in any labor union or labor organization or association.

North Carolina law also states that employers and labor unions/organizations can’t make agreements that require employees to be members of a labor union/organization in order to work or continue to work. Additionally, employers can’t require employees to become or remain a member of a labor union/organization, and neither can they require employees to abstain or refrain from membership in order to work or continue to work. Employers and labor unions/organizations also can’t require an employee to pay any dues, fees, or other charges of any kind to any labor union/organization in order to work or continue to work.

Pennybyrn at Maryfield is a 100% non-union company. This means all employees are at liberty to deal directly with leadership without any third party intervening. We consider this a high compliment to the relationship we foster; indicating employees do not feel the need for third party representation. It is not necessary, and it will never be necessary, to belong to any union or pay any dues or fees in order to work at Pennybyrn. We expect to continue to conduct our affairs and relationships with our employees so they will never feel it necessary to belong to a union.

Pennybyrn has always tried to deal fairly with employees in every way and to provide all that goes into creating a good working environment for everyone who sincerely and honestly deserves such an opportunity, and this we will continue to do. We are convinced that employees prefer to deal directly with us rather than through a union. It is our positive intention to oppose unionism by every proper means and, in particular, by fair and square treatment.

It is quite possible that from time to time employees may be approached by union representatives who will try to sell unionism. In such organizing campaigns, they may make false promises and claims, and frequently distort the facts with respect to business, profits and other matters, affecting your working relationship with Pennybyrn. They may also hand out promises which they actually cannot keep. We sincerely trust that if and when our employees are approached by union organizers, they will obtain all the facts from both sides and make an informed decision. Employees have the right to seek information from Human Resources at any time if questions arise on these matters.

It is also important for employees to keep in mind that any person whom might join or belong to any union will never receive an advantage or disadvantage over those who do not join or belong to a union. No employee will be allowed to conduct union organizing activities during his/her working time or approach another employee for the purpose of conducting union organizing activities while that employee is on working time. Anyone who does so will be subject to disciplinary action.



**Receipt & Acknowledgment of Pennybyrn at Maryfield Handbook**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Position

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

\_\_\_\_\_  
Date

*\*\*\*The signed original of this agreement must be given to your leader or HR, and added to your Personnel File\*\*\**