



# Employee Handbook

Effective August 1, 2024

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## **HANDBOOK DISCLAIMER**

***LifeTime Resources (LifeTime)* will adopt, maintain and follow written personnel policies, as stated within this handbook. All employees will be provided access to these policies upon hire and are responsible for familiarizing themselves with the contents of the handbook. Employees should let their supervisor know if they need clarification on any information within the handbook. We will review these policies at least annually and update them as needed, with Board Approval. All revisions made to this handbook will be distributed to all employees.**

We prepared this handbook to help employees find the answers to many questions that they may have regarding their employment with *LifeTime Resources (LifeTime)*. We do not expect this handbook to answer all questions. Supervisors and Human Resources also serve as a major source of information.

Neither this handbook nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. *LifeTime* adheres to the policy of employment at will, which permits *LifeTime* or the employee to end the employment relationship at any time, for any reason, with or without cause or notice.

No Company representative other than the Executive Director may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be in a signed writing.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate company documents. These company documents are always controlling over any statement made in this handbook or by any member of management.

This handbook states only general company guidelines. *LifeTime* may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment at will, which may only be modified by an express written agreement signed by the employee and Executive Director.

This handbook supersedes all prior handbook versions.

### **Equal Employment Opportunity**

*LifeTime* is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, religion, national origin, age (40 or older), disability or handicap, sex (including gender identity, sexual orientation, and pregnancy), or genetic information. In addition, *LifeTime* does not discriminate on the basis of veteran status, arrest record, or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, working conditions, compensation, benefits, application of policies employee activities and general treatment during employment.

*LifeTime* will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities unless the accommodation would impose an undue hardship on the operation of our business. If you need assistance to perform your job duties because of a physical or mental condition, please let the HR Manager know.

*LifeTime* will endeavor to accommodate the sincere religious beliefs of its employees to the

extent such accommodation does not pose an undue hardship on the company's operations. If you wish to request such an accommodation, please speak to the HR Manager.

The above-mentioned policy shall be periodically brought to the attention of supervisors and will be appropriately administered. It is the responsibility of each *LifeTime* supervisor to ensure affirmative implementation of these policies to avoid any discrimination in employment. All employees are expected to recognize these policies and cooperate with their implementation. *LifeTime* administers our EEO policy fairly and consistently by:

- Posting all required notices regarding employee rights under EEO laws in areas highly visible to employees.
- Including EEO when advertising for job openings.
- Forbidding retaliation against any individual who files a charge of discrimination, opposes a practice believed to be unlawful discrimination, reports harassment, or assists, testifies or participates in an EEO agency proceeding.
- Requiring employees to follow the formal complaint procedures to report any apparent discrimination or harassment. The report should be made within 48 hours of the incident.

Employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the HR Manager. If an employee feels he or she has been subjected to harassment, intimidation, or any type of retaliation, he or she should refer to the Formal Complaint procedures.

Violations of this policy, regardless of whether an actual law has been violated, will not be tolerated. *LifeTime* will promptly, thoroughly, and fairly investigate every issue that is brought to its attention in this area. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct, will lead to discipline, up to and including termination. All employees must cooperate with all investigations.

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## Section 1 - **Personnel Policies**

### **1-1. DIVERSITY**

*LifeTime* is committed to fostering, cultivating, and preserving a culture of diversity and inclusion. Our human capital is 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.

*LifeTime'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, layoffs, terminations, and the ongoing development of a work environment built on the premise of gender and diversity equity that encourages and enforces:

- Respectful communication and cooperation between all employees.
- Teamwork and employee participation, permitting the representation of all groups and employee perspectives.
- Work/life balance through flexible work schedules to accommodate employees' varying needs.
- Employer and employee contributions to the communities we serve to promote a greater understanding and respect for diversity.

All employees of *LifeTime* 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 site, and at all other company-sponsored and participative events. All employees are also required to attend and complete 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.

Employees who believe they have been subjected to any kind of discrimination that conflicts with *LifeTime's* diversity policy and initiatives should immediately report the matter to the employee's supervisor or the HR Manager. If the employee is unable for any reason to contact this person, or if the employee has not received a satisfactory response within 5 business days of reporting the incident, the employee should contact the HR Manager or Executive Director.

### **1-2. JOB POSTINGS**

*LifeTime* is dedicated to assisting employees in managing their careers and reaching their professional goals through promotion and transfer opportunities and will strive to fill vacant positions with internal candidates when possible. When considering internal candidates for open positions, the following criteria will be taken into account:

- Length of time in current position
- Maintained a performance rating of satisfactory or above
- Not on a Discipline Notice or Performance Improvement Plan
- Meets the job qualifications listed on the job posting
- Provided the employee's manager with notice prior to applying for the position



If employees find a position of interest and they meet the eligibility requirements, they are required to notify the hiring supervisor. Not all positions are guaranteed to be posted internally. LifeTime reserves the right to seek applicants solely from outside sources or to post positions internally and externally simultaneously.

### **1-3. CRIMINAL HISTORY AND EMPLOYMENT REFERENCE CHECKS**

LifeTime makes all offers of employment contingent upon the successful completion of a national criminal history background check (which includes **Federal and State checks, Sex Offender checks** and a social security number check), **sanction screenings (OIG and SAMs)**, and employment reference checks for all positions within LifeTime to ensure all clients, consumers, visitors, employees, and members of the community are served by employees who are trustworthy and who pose no unreasonable risk of loss or harm.

**When reviewing the results of all checks and screenings, we will adhere to the most restrictive requirements of any State/Federal law, contractual agreement, program requirement, or grant.** In considering the criminal history of any individual as it relates to their employment, an individual's race, color, sex (including gender identity, sexual orientation, and pregnancy), age (40 or older), disability, religion and national origin shall not be a factor.

An individual may not commence employment if they have been convicted of **any felony in the past five (5) years or any criminal convictions (felony or misdemeanor)**, including but not limited to the following:

#### **455 IAC 2-15-2 Adoption of Personnel Policies**

- (A) A sex crime ([IC 35-42-4](#))
- (B) Exploitation of an endangered adult ([IC 35-46-1-12](#))
- (C) Abuse or neglect of a child ([IC 35-42-2-1](#))
- (D) Battery, neglect, or exploitation of endangered adult or person with mental or physical disability; failure to report; unlawful disclosure; referrals; retaliation Failure to report battery, neglect, or exploitation of an endangered adult or dependent ([IC 35-46-1-13](#)).
- (E) Theft ([IC 35-43-4](#)), except as provided in [IC 16-27-2-5\(a\)\(5\)](#)
- (F) Murder ([IC 35-42-1-1](#)).
- (G) Voluntary manslaughter ([IC 35-42-1-3](#)).
- (H) Involuntary manslaughter ([IC 35-42-1-4](#)).
- (I) Battery ([IC 35-42-2](#))

#### **IC 16-27-2-5 Employees; probation; criminal conviction**

- (a) Except as provided in subsection (b), a person who operates a home health agency under [IC 16-27-1](#) or a personal services agency under [IC 16-27-4](#) may not employ a person to provide services in a patient's or client's temporary or permanent residence if that person's national criminal history background check or expanded criminal history check indicates that the person has been convicted of any of the following:
  - (1) Rape ([IC 35-42-4-1](#)).
  - (2) Criminal deviate conduct ([IC 35-42-4-2](#)) (repealed).
  - (3) Exploitation of an endangered adult ([IC 35-46-1-12](#)).
  - (4) Battery, neglect, or exploitation of endangered adult or person with mental or physical disability; failure to report; unlawful disclosure; referrals; retaliation Failure to report battery, neglect, or exploitation of an endangered adult ([IC 35-46-1-13](#)).
  - (5) Theft ([IC 35-43-4](#)), if the conviction for theft occurred less than ten (10) years before the person's employment application date.
- (b) A home health agency or personal services agency may not employ a person to provide services in a patient's or client's temporary or permanent residence for more than twenty-

one (21) calendar days without receipt of that person's national criminal history background check or expanded criminal history check required by section 4 of this chapter, unless the state police department, the Federal Bureau of Investigation under [IC 10-13-3-39](#), or the private agency providing the expanded criminal history check is responsible for failing to provide the person's national criminal history background check or expanded criminal history check to the home health agency or personal services agency within the time required under this subsection.

#### IC 35-50-1-2 Consecutive and concurrent terms

(a) As used in this section, "crime of violence" means the following:

- (1) Murder ([IC 35-42-1-1](#)).
- (2) Attempted murder ([IC 35-41-5-1](#)).
- (3) Voluntary manslaughter ([IC 35-42-1-3](#)).
- (4) Involuntary manslaughter ([IC 35-42-1-4](#)).
- (5) Reckless homicide ([IC 35-42-1-5](#)).
- (6) Battery ([IC 35-42-2-1](#)) as a:
  - (A) Level 2 felony;
  - (B) Level 3 felony;
  - (C) Level 4 felony; or
  - (D) Level 5 felony.
- (7) Domestic battery ([IC 35-42-2-1.3](#)) as a:
  - (A) Level 2 felony;
  - (B) Level 3 felony;
  - (C) Level 4 felony; or
  - (D) Level 5 felony.
- (8) Aggravated battery ([IC 35-42-2-1.5](#)).
- (9) Kidnapping ([IC 35-42-3-2](#)).
- (10) Rape ([IC 35-42-4-1](#)).
- (11) Criminal deviate conduct ([IC 35-42-4-2](#)) (before its repeal).
- (12) Child molesting ([IC 35-42-4-3](#)).
- (13) Sexual misconduct with a minor as a Level 1 felony under [IC 35-42-4-9](#) (a)(2) or a Level 2 felony under [IC 35-42-4-9](#)(b)(2).
- (14) Robbery as a Level 2 felony or a Level 3 felony ([IC 35-42-5-1](#)).
- (15) Burglary as a Level 1 felony, Level 2 felony, Level 3 felony, or Level 4 felony ([IC 35-43-2-1](#)).
- (16) Operating a vehicle while intoxicated causing death or catastrophic injury ([IC 9-30-5-5](#)).
- (17) Operating a vehicle while intoxicated causing serious bodily injury to another person ([IC 9-30-5-4](#)).
- (18) Child exploitation as a Level 5 felony under [IC 35-42-4-4](#)(b) or a Level 4 felony under [IC 35-42-4-4](#)(c).
- (19) Resisting law enforcement as a felony ([IC 35-44.1-3-1](#)).
- (20) Unlawful possession of a firearm by a serious violent felon ([IC 35-47-4-5](#)).
- (21) Strangulation ([IC 35-42-2-9](#)) as a Level 5 felony.

#### IC 35-38-2-2.5 Residency requirements for certain offenders

(a) As used in this section, "offender" means an individual convicted of a sex offense.

(b) As used in this section, "sex offense" means any of the following:

- (1) Rape ([IC 35-42-4-1](#)).
- (2) Criminal deviate conduct ([IC 35-42-4-2](#)) (repealed).

- (3) Child molesting ([IC 35-42-4-3](#)).
- (4) Child exploitation ([IC 35-42-4-4\(b\)](#) or [IC 35-42-4-4\(c\)](#)).
- (5) Vicarious sexual gratification ([IC 35-42-4-5](#)).
- (6) Child solicitation ([IC 35-42-4-6](#)).
- (7) Child seduction ([IC 35-42-4-7](#)).
- (8) Sexual battery ([IC 35-42-4-8](#)).
- (9) Sexual misconduct with a minor as a felony ([IC 35-42-4-9](#)).
- (10) Incest ([IC 35-46-1-3](#)).

#### Other

- Causing suicide ([IC 35-42-1-2](#))
- Assisting suicide ([IC 35-42-1-2.5](#))
- Criminal confinement ([IC 35-42-3-3](#))
- **Human and Sexual Trafficking Definitions** ([IC 35-42-3.5-0.5](#))
- **Promotion of human labor trafficking** ([IC 35-42-3.5-1](#))
- **Promotion of human sexual trafficking** ([IC 35-42-3.5-1.1](#))
- **Promotion of child sexual trafficking; promotion of sexual trafficking of a younger child** ([IC 35-42-3.5-1.2](#))
- **Child sexual trafficking** ([IC 35-42-3.5-1.3](#))
- **Human trafficking** ([IC 35-42-3.5-1.4](#))
- Carjacking ([IC 35-42-5-2](#)) **before its repeal**
- Arson ([IC 35-43-1-1](#))
- Neglect of a dependent ([IC 35-46-1-4\(a\)\(1\)](#) and [IC 35-46-1-4\(a\)\(2\)](#))
- Child selling ([IC 35-46-1-4\(d\)](#))
- A felony involving a weapon ([IC 35-47](#) or [IC 35-47.5](#))
- A **misdemeanor or** felony relating to controlled substances ([IC 35-48-4](#))
- An offense relating to material or a performance that is harmful to minors or obscene ([IC 35-49-3](#))
- **Embezzlement** ([IC 29-1-13-9](#))
- A felony that is substantially equivalent to a felony listed in any of the items above for which the conviction was entered in another state.

In addition, individuals may not have a pending felony charge or any other pending charge which if the charge were to result in a conviction, would disqualify them from employment.

These requirements continue even after employment commences where subsequent convictions or pending criminal actions may become relevant in determining whether employment should continue.

With the exception of misdemeanors and summary offenses, all applicants will list all past convictions (within 10 years), for any crimes which have not been annulled, expunged, or sealed by the court and provide a full and complete explanation of the circumstances.

The failure or refusal of an individual to provide full and complete criminal history information as requested at any stage of the employment process shall be grounds for denial of employment or termination, as the case may be.

#### **Disclosure of a Charge, Conviction or Arrest Following Commencement of Employment**

All employees are required to report to Human Resources within 5 calendar days following a charge, conviction, or an arrest for any crime or misdemeanor. A determination relating to the impact on the employee's employment status will be made based on a fair consideration of all the surrounding facts and circumstances and how they may relate to and/or impact the

employee's job duties. Depending on the circumstances and the nature of the offense, the employee may be:

- (1) suspended;
- (2) reassigned to other duties;
- (3) placed on probation; or
- (4) terminated

The failure or refusal of an employee to timely report a charge, conviction, or arrest as set out above or the providing of false or misleading information in connection with any such report shall be grounds for termination.

#### **1-4. EMPLOYMENT REFERENCES**

LifeTime will respond to reference requests through Human Resources and will provide general information concerning the employee such as date of hire, date of termination, and positions held. Requests for pay information or more detailed information must be in writing and include the former employee's signature and the date of the request. Responses will also be provided in writing.

Upon resignation, the employee may choose to request a letter of recommendation from their supervisor. The supervisor, with assistance of the HR Manager and approval from the Executive Director, may prepare the letter of recommendation. A copy of the letter will be filed in the employee's personnel file for future reference.

#### **1-5. PERSONAL VEHICLE INSURANCE**

**Employees expected to utilize a personal vehicle for regular, work-related driving, as indicated on their job description, are required to provide proof of adequate insurance coverage (as defined below) at the time of hire or job change and prior to utilizing the vehicle(s) for work-related driving. The agency and the employees this policy applies to share the responsibility of ensuring the safe operation and adequate insurance coverage of personal vehicles driven for work-related purposes.**

**Additionally, employees who utilize a personal vehicle for regular, work-related driving will follow Federal, State and local laws when driving and immediately notify their supervisor of any relevant changes in circumstances (for example, license suspension, new vehicle, vehicle not available/safe for use, etc.).**

To ensure clarity and common understanding, the following definitions apply:

- **Personal Vehicle:** A non-commercial motor vehicle for which the employee is the registered owner, the signatory of a vehicle lease agreement, or has permission to drive.
- **Regular:** Refers to a frequency of at least weekly.
- **Work-related driving:** The operation of a motor vehicle in the course of work duties, including driving to and from client homes and community locations or other driving needs approved by a supervisor. It does not include driving to/from the assigned workplace when not in paid status.

#### **Insurance Coverage Requirements**

**Employees must provide current state of residence vehicle insurance policy declaration, including policy coverage period, to HR at time of hire or job change and in March, annually:**

- **Minimum Requirements:**
  - **Property Damage Liability:** \$100,000 per accident
  - **Medical Payment (MedPay):** \$5,000

- This coverage may also be satisfied with Personal Injury Protection (PIP), depending on state residence.
  - Bodily Injury Liability: \$100,000 per person/\$300,000 per accident
  - Uninsured Motorist Bodily Injury Liability: \$100,000 per person/\$300,000 per accident
  - Underinsured Motorist Bodily Injury Liability: \$100,000 per person/\$300,000 per accident
- Minimum Requirements (Although higher limits are recommended):
  - Uninsured Motorist Property Damage: \$25,000 per accident

### Additional Considerations

Exceptions may be considered in cases of hardship, subject to approval by the Executive Director. To initiate a request for an exception, employees must submit a written request to the Executive Director and HR Manager, copying their program Director. The request should include the following information:

- Employee's name and position
- A detailed explanation of the hardship or circumstances warranting an exception.
- Their current vehicle insurance coverage details.
- An estimate as to when the requirements could be met
- Any other pertinent information and/or documentation.

### **1-6. HIRING RELATIVES/EMPLOYEE RELATIONSHIPS**

This policy is implemented to prevent potential conflicts of interest that may arise from familial relationships within the organization. For the purposes of this policy, an immediate family member is a parent/**step-parent** or guardian, spouse or significant other, brother, sister, **child/step-child, grandparent, grandchild**, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, **uncle, aunt, nephew, niece, and first cousin**.

Voting members of the Board of Directors and their immediate family members are ineligible for employment.

Situations where one immediate family member supervises another can create actual or perceived favoritism or conflict, and to mitigate this issue, *LifeTime* reserves the right to refuse to hire or place a relative in a position where such conflicts may arise.

If two employees marry, become related, or enter into an intimate relationship, they **must inform management**. At the very least, they may not remain in positions where one individual may **supervise or influence** the compensation or other terms or conditions of employment of the other individual. *LifeTime* will generally attempt to identify other available positions, but if no alternate position is available, *LifeTime* retains the right to terminate employment.

### **1-7. YOUR EMPLOYMENT RECORDS**

In order to obtain their position, employees provide us with personal information (e.g., address, telephone number, etc.) which is retained in their personnel file. Information that is related to payroll (e.g., Federal W-4 forms, direct deposit forms, etc.) is retained in their payroll file.

Employees should keep their records up to date by informing the HR Manager of any changes or updating their personal profile in the Employee Web Services (EWS) portal. Employees should also inform the HR Manager of any specialized training or skill they acquire, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach employees in a crisis could cause a severe health or safety risk or other significant problem.

*LifeTime* will not release personal information of any employee, past or present, without the employee's express written approval, except where required by law.

Former employees may request copies of their personnel file for a fee of \$0.05 per page.

## **1-8. EMPLOYEE CLASSIFICATIONS**

For purposes of this handbook, all *LifeTime* employees fall within one of the classifications below:

### **Regular Full-Time Employees**

Employees who regularly work at least 40 hours per week, who were not hired on a temporary or occasional basis.

### **Regular Part-Time Employees**

Employees who regularly work fewer than 40 hours per week, who are not hired on a temporary or occasional basis. Employees hired to work a part-time schedule who occasionally work extra hours which results in 40 hours or more per week are not eligible for full-time status.

### **Temporary Employees**

Employees who are hired for a specific short-term project, or on a short-term freelance, or temporary basis. Temporary employees are not eligible for company benefits.

### **Occasional Employees**

Employees who are hired to work on an as needed basis. Occasional employees can refuse assignments. Occasional employees are not eligible for company benefits.

In addition to the above classifications, employees are categorized as either "exempt" or "non-exempt" for purposes of Federal Labor Standards Act (FLSA) regulations. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Employees are informed of these classifications upon hire and upon any subsequent changes to the classifications.

## **1-9. REASONABLE ACCOMMODATIONS**

***LifeTime* is committed to complying with applicable federal, state, and local laws governing reasonable accommodations of individuals, including, but not limited to, the Americans with Disabilities Act (ADA). To that end, we will endeavor to make a reasonable accommodation to applicants and employees who have requested an accommodation or for whom *LifeTime* has notice may require such an accommodation, without regard to any protected classifications, related to an individual's:**

- **Disability, meaning any physical, medical, mental, or psychological impairment, or a history or record of such impairment;**
- **Sincerely held religious beliefs and practices;**
- **Needs as a victim of domestic violence, sex offenses, or stalking;**
- **Needs related to pregnancy, childbirth, or related medical conditions; and/or**
- **Any other reason required by applicable law, unless the accommodation would impose an undue hardship on the operation of our business.**

**Any individual who would like to request an accommodation based on any of the reasons set forth above should contact the HR Manager. Accommodation requests can be made in writing using a form which can be obtained from the HR Manager. If an individual who has requested an accommodation has not received an initial response within five (5) business days, the employee should contact the Executive Director.**

After receiving a request for an accommodation or learning indirectly that the employee may require such an accommodation, *LifeTime* will engage in an interactive dialogue with the employee.

Even if employee has not formally requested an accommodation, *LifeTime* may initiate an interactive dialogue under certain circumstances, such as when *LifeTime* has knowledge that employee's performance at work has been negatively affected and a reasonable basis to believe that the issue is related to any of the protected classifications set forth above, in compliance with applicable law. In the event *LifeTime* initiates an interactive dialogue with an employee, it should not be construed as *LifeTime*'s belief an individual requires an accommodation, but will serve as an invitation for the employee to share with *LifeTime* any information the employee desires to share, or to request an accommodation.

The interactive dialogue may take place in person, by telephone, or by electronic means. As part of the interactive dialogue, *LifeTime* will communicate openly and in good faith with the employee in a timely manner in order to determine whether and how *LifeTime* may be able to provide a reasonable accommodation. To the extent necessary and appropriate based on the request, *LifeTime* will attempt to explore the existence and feasibility of alternative accommodations as well as alternative positions for the employee. *LifeTime* is not required to provide the specific accommodation sought by the employee, provided the alternatives are reasonable and either meet the specific needs of the employee or specifically address the employee's limitations.

As part of the interactive dialogue, *LifeTime* reserves the right to request supporting documentation, to the maximum extent permitted by applicable law.

*LifeTime* will endeavor to keep confidential all communications regarding requests for reasonable accommodations and all circumstances surrounding the employee's underlying reason for needing an accommodation.

*LifeTime* will not allow any form of retaliation against employees who have requested an accommodation, for whom *LifeTime* has notice may require such an accommodation, or who otherwise engage in the interactive dialogue process.

## **1-10. WORKING HOURS AND WORKPLACE LOCATION**

*LifeTime*'s Dillsboro Office typically operates from 8:00 a.m. to 4:30 p.m., Monday through Friday. However, certain positions may require employees to work outside of these hours to accommodate the needs of our programs. Each employee will be assigned a work schedule that includes the days and times the employee will be expected to work each week as well as their assigned workplace location. *LifeTime* reserves the right to change individual work schedules and workplace location on either a short-term or long-term basis in order to meet the needs of the business.

### **Exempt Employees**

Exempt employees are expected to be flexible in fulfilling their job responsibilities, which may involve working long days, weekends, or adjusting their schedule to accommodate work needs and may also be allowed some schedule flexibility to accommodate their needs. If an employee wants flexibility in the use of benefit time, they must first show a willingness to be flexible in getting the job done and get prior approval from a supervisor. Total disregard of the assigned work schedule is not acceptable and may be grounds for disciplinary action.

## **Non-Exempt Employees**

Non-exempt employees are required to obtain prior approval from a supervisor before altering their work schedule. While time can be made up on occasion, employees cannot make up time for hours missed in the prior week.

## **Breaks**

Office employees may take breaks of less than 5 minutes, as needed, to address personal needs. If this flexibility is abused and the employee's work suffers as a result, disciplinary action will occur. Employees should be considerate of colleagues working nearby to minimize disruptions during break periods.

## **Lunch**

Office employees receive an unpaid 30-minute lunch break, unless another arrangement has been made to accommodate the needs of the program. This includes food prep time as well as time away from the building to pick up meals/food items. Non-exempt employee lunches must be taken away from their desk. It is each program's responsibility to set up a lunch schedule to ensure someone is always available for their program.

Non-office field employees should refer to their position manuals for information regarding lunch and breaks/off clock time.

## **Changes to Work Schedule and/or Workplace Location**

There may be times when an employee needs to request and/or be assigned an Occasional, Temporary or Permanent change to their work schedule and/or workplace location. Requests must be pre-approved and are not guaranteed.

Occasional Change: A request for an adjustment to their schedule and/or workplace location as a result of a unique or infrequent short-term situation of two days or less. Supervisors may give verbal approval for an occasional schedule and/or workplace location change.

Examples of an occasional schedule and/or workplace location change:

- Employee requests to adjust their start/stop time to attend a child's school event
- Employee requests to telecommute because of a sick child or they themselves are contagious but well enough to work
- Employee requests to telecommute because the road conditions where the employee lives prevent them from getting to their workplace location
- Employee requests to telecommute due to transportation issues
- Employee requests flexibility in hours to work on a time sensitive project
- Alteration of the schedule and/or workplace location to meet program requirements.

Temporary Change: A request for an adjustment to their schedule and/or workplace location for a specified period of time, more than 2 days, and which could be intermittent. A temporary change must be approved by the supervisor as well as the Program Director, using the Schedule and/or Workplace Location Change Agreement form.

Examples of a temporary schedule and/or workplace location change:

- Employee requests to adjust their start/stop time by 15 minutes in order to drop off/pick up child(ren) for a seasonal school activity
- Employee requests to work from home while on medical leave (e.g., FMLA)
- Employee requests to work from home to care for a dependent recovering from surgery
- Alteration of the schedule and/or workplace location to meet program requirements.

Permanent Change: A request for an adjustment to their schedule and/or workplace location



for the foreseeable future. A permanent change must be approved by the supervisor as well as the Program Director and HR Manager using the Schedule and/or Workplace Location Change Agreement form.

Acceptable reasons for a permanent schedule change and/or workplace location change:

- A reasonable accommodation (refer to the Reasonable Accommodations policy) or
- The employee is in a position that allows a permanent schedule and/or workplace location change due to the nature of their job.

Additional program-specific requirements may be outlined in program-specific policies.

### **1-11. TELECOMMUTING**

Telecommuting is the concept of working at home, on the road, or at another off-site location for all or part of an employee's regularly scheduled workweek. *LifeTime* considers telecommuting to be a viable flexible alternative work arrangement in cases where individual, position, and supervisor are suited to such an arrangement. Telecommuting is a work alternative that may be appropriate for some employees and some positions and may also be part of a Reasonable Accommodation or a medical leave of absence. It is not an entitlement; it is not a company-wide benefit; and it in no way changes the terms and conditions of employment with *LifeTime*. *LifeTime* has the right to refuse to make telecommuting available to any employee and to terminate a telecommuting agreement at any time.

#### **Eligibility**

To be eligible to telecommute, the employee must meet all of the following criteria:

- In a position that has measurable productivity
- Have a satisfactory performance record, meeting performance expectations
- Telecommuting does not cause a hardship on the organization and/or other employees
- Job duties can easily be completed outside the office and working at a non-office location does not cause problems within the program

#### **Policies**

*LifeTime*'s policies, rules and practices shall apply at the employee's off-site location, including, but not limited to those governing communicating internally and with the public, employee rights and responsibilities, facilities and equipment management, financial management, information resource management, purchasing of property and services, expense/mileage reimbursement, and safety. Failure to follow policy, rules and procedures may result in disciplinary action and/or termination of this agreement.

#### **Established Schedule**

Employee must be available per the agreed upon work schedule. The agreed upon work schedule shall comply with FLSA regulations. The employee will work the entire time during their scheduled work hours, just as they would if working at an office location. The employee will ensure they are available for emergency calls or visits during their scheduled work hours. The employee will attend job-related meetings, training sessions and conferences, as requested by their supervisor. In addition, the employee may be requested to attend "short notice" meetings. The supervisor will use telephone conference calling whenever possible as an alternative to requesting attendance at "short notice" meetings.

#### **Dependent Care**

Working at home is not a substitute for childcare, dependent care or other family obligations. Employee must make or maintain childcare arrangements to allow concentration on work assignments, unless pre-approval has been given by a supervisor for a short-term situation.

## **Personal Matters**

The employee will follow *LifeTime's* policy Dealing with Personal Matters During Working Hours. It is not acceptable to deny availability because of personal matters like babysitting, doctor's appointments, or non-work-related errands, etc. If time off is needed, the employee must follow *LifeTime's* Leave policies for requesting time off during the employee's established schedule.

## **Performance & Evaluations**

All work shall be performed according to the same high standards as would normally be expected at the assigned office location. The supervisor will monitor and evaluate performance by relying more heavily on work results rather than direct observation. The supervisor and employee will formulate measurable standards to be used in evaluating performance. The supervisor and employee will meet at regular intervals to review the employee's work performance.

## **Communication**

The employee must be reachable for all business communication with internal and external individuals by telephone or e-mail during the agreed upon scheduled work hours. The employee and supervisor will agree on expected turnaround time and the medium for responses. Because interactions are via electronic means, great care must be taken to convey messages carefully and purposefully, as they can easily be misunderstood otherwise. Constant availability to communicate will make the telecommuting relationship much more positive and successful.

- Phone communication: If the employee is not given a Go To Connect phone to use at their off-site location, their company phone number can either be forwarded to their personal phone or accessed through an app that is compatible with our phone system when working at their off-site location.
- The communication channel must always be open so that the Supervisor or other employees have the ability to reach the employee at their off-site location. If the employee's supervisor or their co-workers have difficulty reaching the employee at their off-site location, the arrangement may be reconsidered or revoked.

## **Outlook Calendar**

The employee must use the Outlook Calendar to denote activities for all working time (visits and office hours). Refer to the OneNote Office Tips for information on Outlook Calendar instructions (i.e., using color categories, etc.) Employees may choose other methods of scheduling themselves, but the Outlook Calendar must also be used.

## **Equipment/Supplies**

*LifeTime* will provide any necessary general office supplies (e.g., paper, pens, pencils, etc.) and equipment. For example, Home Care Managers, Options Counselors and Sentry Service Case Managers will be loaned a locking file box, and either a mi-fi (for remote access to the Internet) or a cell phone. This equipment, software and office supplies will be used exclusively by the employee and for the purposes of conducting company business. Out-of-pocket expenses for supplies normally available in the office will not be reimbursed without prior approval from a supervisor. All equipment and supplies will be signed for by the employee and all equipment and remaining supplies will be returned to *LifeTime* when the telecommuting agreement is terminated or if the employee leaves our employment for any reason. Refer to the Technology Equipment, E-Mail, Texting and Internet Usage policy for additional information.

## **Worksite Environment and Security**

The employee will establish an appropriate work environment for work purposes. Security and confidentiality will be maintained by the employee regardless of work setting. This includes, but

is not limited to, the security of each individual's personal, confidential, and protected health information (PHI), per *LifeTime's Confidentiality Policy*.

- *LifeTime* will not be responsible for costs associated with setup, remodeling, furniture, lighting, repairs, or modification of the employee's off-site working space.
- An appropriate work environment is quiet, clean and safe, with adequate lighting and ventilation and includes locked cabinets or drawers to shield sensitive information from those without a need to know.
- Documents and records that are used, developed, or revised while working off-site must be handled as they would be expected at all worksites.
- Paper files will be housed at the employee's assigned office location.
- Shred Items: If the employee does not have a personal shredder to dispose of sensitive documents that must be shredded, the employee must retain those documents in a secure location until the employee can take the documents to their assigned office location to be disposed of properly. The employee will take the utmost care to ensure not to expose these documents to anyone else.
- Internet security: The employee must utilize a password protected internet source and access *LifeTime's* server via a Virtual Private Network (VPN). Refer to the Technology Equipment, E-Mail, Texting and Internet Usage policy for additional information.
- Electronic Equipment security: Any laptop, tablet, cell phone or other device utilized must remain password protected at all times.
- Individuals whom we serve, providers, or any other contacts should never be asked to meet at the employee's off-site location.
- All incidental costs, such as residential utility costs or cleaning services, are the employee's responsibility.

### **Inclement Weather/Power Outage**

If the employee's assigned office location is closed due to an emergency or inclement weather, the supervisor will contact the employee. The employee may continue to work at their off-site location. If there is an emergency at the employee's off-site location, such as a power outage, the employee will notify the supervisor as soon as possible. If the power outage lasts longer than an hour, the employee may be expected to bring their laptop to an alternate location for the remainder of their scheduled workday or submit a leave request.

### **Inspections**

In case of injury, theft, loss, or tort liability related to telework, the employee must allow *LifeTime* to investigate and/or inspect the off-site location.

### **Injuries**

The employee will be covered by workers' compensation for job-related injuries that occur at the off-site location, during the employee's scheduled work hours. In the case of an injury occurring during the scheduled work hours, the employee shall immediately report the injury to their supervisor. Workers' compensation will not apply to non-job-related injuries that occur at the off-site location. *LifeTime* does not assume responsibility for injury to any persons other than the employee at the off-site location.

### **Taxes**

A home office is not an automatic tax deduction. Employees should consult with a tax expert to examine the tax implications of a home office.

## **1-12. TIMEKEEPING PROCEDURES**

Each employee is responsible for the appropriate use of their time. All employees must record their actual time worked for payroll and benefit purposes. This includes the time the workday

begins and ends, as well as the amount of time of any departure from work for any non-work-related reason, e.g., lunch, break, off clock time, vacation, etc. Exempt employees are required to record their daily work attendance following the Safe Harbor Policy for Exempt Employees policy.

All employees will use Employee Web Services (EWS) to enter and submit Leave Requests, Time Entries and Leave Entries. Time Entries are to be entered and submitted by 9 a.m. the day following each shift worked, but no later than 9 a.m. the Monday following the end of the pay period (unless notice of an earlier time requirement is received as the result of a holiday or unique circumstance). Hourly, non-exempt employees must enter and submit leave time taken by 9 a.m. the day following the time off. Salaried, exempt employees should enter and submit leave time taken at the end of each week, ensuring that total time entered for the week doesn't exceed 40 hours if Paid Time Off (PTO) is utilized. Employees should refer to the EWS Instructions, which are located on the Company Drive.

All time in EWS must be approved and supervisors must approve their program payroll reports by 12:00 noon the Tuesday following the end of the pay period (unless notice of an earlier time requirement is received as the result of a holiday or unique circumstance). **Directors must approve program payroll reports when overtime is being paid. Timesheet Approvers, Supervisors and Directors should refer to the EWS Instructions for Timesheet Approvers and Supervisors on the Shared Workspace Drive for additional information.**

Altering, falsifying or tampering with Time Sheets is prohibited and subjects the employee to discipline, up to and including termination.

Non-exempt employees must be paid for all hours worked. Supervisors must request an employee correct their Time Sheet if all hours worked are not recorded for a non-exempt employee. However, if the employee is not available to correct their Time Sheet, the supervisor will enter their hours worked in EWS to the best of their knowledge. Any errors will be corrected on the following pay date. Employees who consistently submit late or inaccurate Time Sheets will be disciplined, up to and including termination.

### **1-13. LEAVE REQUESTS**

A Leave Request must be submitted for all time off (e.g., called in sick, scheduled appointments, scheduled vacations, bereavement, jury duty, etc.) to notify your supervisor of your need to be off, and for verification you have the appropriate amount of Paid Time Off (PTO) available to use for the absence. Employees should follow the EWS instructions for submitting a Leave Request.

Requests for time off in the amount of 1 or more scheduled work weeks (i.e., 2 – 4 days for part time employees and 4-5 days for full time employees) are to be submitted 1 month in advance of the anticipated date and 1 week in advance for less than 1 week. Exceptions may be made in special circumstances with prior approval from the supervisor, i.e., in the case of an unexpected or emergency situation. Requests not made according to this procedure or that cause a hardship to *LifeTime* may be denied.

### **1-14. OVERTIME**

Supervisors are responsible for monitoring business activity and requesting overtime work for their employees if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations. Employees may only work overtime with prior management authorization. Employees who fail to obtain approval to work extra hours in a week will be subject to disciplinary action.

Unless overtime pay is approved in advance by the supervisor, any non-exempt employee who works extra hours in a day that could result in overtime for the week is expected to take the time off during the same week to avoid being paid overtime.

Hours worked in excess of 40 hours in a week will be compensated at the rate of one and one-half times (1.5) the employee's normal hourly rate. For purposes of calculating overtime for non-exempt employees, the workweek begins at 12:01 a.m. on Saturday and ends 168 hours later at 12:00 midnight on the following Friday.

Employees exempt from FLSA regulations are not paid overtime.

### **1-15. SAFE HARBOR POLICY FOR EXEMPT EMPLOYEES**

Exempt employees will receive a salary which is intended to compensate them for all hours they may work for *LifeTime*. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during annual performance evaluations, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, salary can be reduced for the following reasons:

- full-day absences for personal reasons; full-day absences for sickness or disability;
- full-day disciplinary suspensions for infractions of our written policies and procedures; Family and Medical Leave Absences (FMLA) (either full- or partial-day absences);
- to offset amounts received as payment from the court for jury and witness fees or from the military as military pay;
- the first or last week of employment in the event the employee works less than a full week; and
- any full work week in which the employee does not perform any work.
- a holiday when the employee does not perform any work the full week and was on leave without pay the full week.

Salary may also be reduced for certain types of deductions such as health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which the employee performed any work, salary will not be reduced for any of the following reasons:

- partial day absences for personal reasons, sickness or disability;
- an absence because *LifeTime* has decided to close a facility on a scheduled workday;
- absences for jury duty, attendance as a witness, or military leave in any week in which the employee performed any work (subject to any offsets as set forth above); and
- any other deductions prohibited by state or federal law.

However, deductions may be made to Paid Time Off (PTO) benefits for full- or partial-day absences for personal reasons, sickness or disability.

If the employee believes they have been subject to any improper deductions, the employee should immediately report the matter to a supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), he or she should immediately contact the HR Manager or any other supervisor in *LifeTime* with whom the employee feels comfortable.

## **1-16. BUSINESS EXPENSE/MILEAGE REIMBURSEMENT**

LifeTime is a non-profit organization and is tax exempt. In addition, it must adhere to Federal and State regulations and allowable expenses under each grant, so employees are expected to exercise restraint and good judgment when incurring expenses. Additionally, failure to obtain appropriate pre-approvals may result in expenses not being reimbursed.

When necessary, employees will be reimbursed for reasonable, approved expenses incurred in the course of business, but limited to those activities entailed in the job description and/or requested and pre-approved by their supervisor, program Director or Executive Director, as indicated below. Employees should contact their supervisor in advance if they have any questions about whether an expense will be reimbursed.

Company credit cards and accounts should be prioritized and utilized when possible. If/when it's necessary for an employee to make an approved purchase for the agency, first obtain a tax-exempt form from the Accountant and present it prior to making a purchase in order to obtain the exemption. Taxes for lodging, meals, long-distance phone charges, and pre-approved purchases where a tax-exempt form could not be utilized may be reimbursed, provided local or revenue sharing funds are available and with approval from the Executive Director. Sales tax must be coded to program 120 and the appropriate Sales Tax GL 61110.

### **Travel Expenses**

Employees who travel on behalf of the agency will be expected to have their own funds available to meet their expenses, unless an exception has been granted by the Executive Director due to a hardship. However, if made in advance, lodging expenses may be placed on the company credit card, with proper approvals, per the Credit Card policy.

Out-of-area travel must be pre-approved by a supervisor. Out-of-area travel is defined as travel inside the state of Indiana, but outside of Dearborn, Jefferson, Ohio, Ripley and Switzerland counties plus Decatur County for *Catch-A-Ride* program employees.

Travel must be pre-approved by the program Director if:

- Travel is over 250 miles one-way,
- Overall expenses are over \$500, and/or
- An overnight stay is required

Out-of-state travel must be pre-approved by Executive Director. Requests for pre-approval from the Executive Director for out-of-state travel must be submitted in writing at least 45 days in advance (allowing time for any additional pre-approval from funding sources).

Employees are expected to utilize the most cost efficient and appropriate lodging, airport parking, and means of transportation, not exceeding the State of Indiana limits found on the Indiana Department of Administration Travel Services website: <https://www.in.gov/idoa/state-purchasing/travel-services/> when possible, and advising up-front that our organization is tax exempt, when applicable.

Hotels are under no obligation to offer the In-State Lodging Rates noted in the Indiana State Travel Policy. If the overnight rate exceeds the In-State Lodging Rate, you are expected to look for alternate lodging at a lower rate. However, the Executive Director may approve lodging expenses that exceed the In-State Lodging Rates.

Reimbursement for expenses will only be made to the traveler for their own expenses. If employees are traveling together, each traveler must submit an individual Expense/Mileage

form or EWS Entry, as applicable.

Employees traveling to locations within four (4) hours' drive time are generally expected to travel by automobile (example: from Indianapolis to Chicago). However, individual circumstances and time commitments before and/or after travel may necessitate airline use. Airline use in these circumstances must be pre-approved by the Executive Director. Travel expenses above the State of Indiana limits may be reimbursed, with Executive Director approval (in advance when possible), using local or revenue sharing funds.

### **Meal Per Diem Reimbursement**

Employees are paid a Meal Per Diem as noted in the Indiana State Travel Policy found on the Indiana Department of Administration Travel Services website: <https://www.in.gov/idoa/state-purchasing/travel-services/> and in the Meal Per Diem Memo issued September 4, 2022: [https://www.in.gov/idoa/procurement/travel-services/#Meal\\_Per\\_Diem](https://www.in.gov/idoa/procurement/travel-services/#Meal_Per_Diem)

- In-State Meal Per Diem (Inside Indiana Travel Event): \$41.00
- Out of State Meal Per Diem (Outside of Indiana Travel Event): \$52.00

If a meal is provided at the hotel you are staying or at the conference or meeting you are attending, each meal that is provided is to be deducted, per the Indiana State Travel Policy found on the Indiana Department of Administration Travel Services website: <https://www.in.gov/idoa/state-purchasing/travel-services/> from the allowable Meal Per Diem. No deductions from Meal Per Diem shall be taken for snacks, continental breakfasts or meals served on airplanes.

### **Mileage Reimbursement**

The mileage reimbursement rate, as indicated on the Expense/Mileage Reimbursement form or in EWS, is reviewed and updated quarterly and may not exceed IRS limits. Refer to the Mileage Reimbursement Rate Setting Policy for more details. Total miles paid are rounded to the nearest mile.

If more than one employee is traveling to/from the same location, they are expected to rideshare to eliminate duplication of mileage expense. Supervisors may grant exceptions.

Employees may submit mileage reimbursement for miles traveled for work in excess of the typical miles traveled to/from their assigned workplace location on a daily basis. For example, if an employee typically travels 5 miles to/from the Dillsboro Office (their assigned workplace location) on a daily basis (10 miles/day total), but then travels for 3 home visits that add an additional 20 miles to their typical 10 miles to/from the office, they may submit mileage reimbursement for the additional 20 miles. Daily commute to/from the assigned workplace location is not reimbursed.

When an employee's assigned workplace is their home, and their home is located outside of LifeTime's designated service area, mileage will only be reimbursed for miles traveled within LifeTime's designated service area when the employee is traveling in their own vehicle to perform regular job duties (i.e. home visits, outreach events, meetings, etc.). This restriction to LifeTime's designated service area does not apply when the employee is traveling in their own vehicle to attend trainings or non-regular business meetings that are located outside of LifeTime's service area.

As Drivers' assigned workplace locations may vary on a daily basis, Drivers are reimbursed for any travel in excess of 20 miles (one-way) for travel to or from a vehicle staging location and/or the bank, as well as any miles traveled for non-routine activities, such as physicals or training.

### **Expense/Mileage Reimbursement Form**

Any expenses/mileage incurred within a given pay period should be documented on the Expense/Mileage Reimbursement form or in the Expense Entry section of EWS and submitted, along with any corresponding receipts, by 9 a.m. the Monday following the end of the pay period (unless notice of an earlier time requirement is received as the result of a holiday or unique circumstance). In certain scenarios, such as when claiming per diem rates, receipts are not required. Late submissions must be approved by the Program Director. However, expenses will not be reimbursed if the pay date is 60 or more days from the date the expense was incurred, due to funding restrictions. Whiteout cannot be used on paper Mileage/Expense forms.

### **1-17. YOUR PAYCHECK**

Employees will be paid bi-weekly for all time worked during the past pay period. The two-week pay period begins Saturday at 12:01 a.m. and ends on the second following Friday at 12:00 midnight. The list of pay dates is distributed to new employees and annually to all employees and located on the company drive.

Payroll stubs differentiate between regular pay, paid time off, and overtime pay and itemize deductions made from gross earnings. By law, *LifeTime* is required to make deductions for Social Security, federal income tax and any other appropriate taxes, as well as court-ordered garnishments. Garnishments may also include an administration fee.

If there is an error in an employee's pay, the employee should immediately bring the matter to the attention of the Accountant so *LifeTime* can resolve the matter quickly and amicably.

**Employees can view their pay stubs on the Reporting tab within Employee Web Services (EWS).**

### **1-18. DIRECT DEPOSIT**

Direct deposit for payroll and expense/mileage reimbursement is required for all employees.

### **1-19. PAY ADVANCES**

*LifeTime* does not permit advances on paychecks or against un-awarded paid time off.

### **1-20. PERFORMANCE EVALUATION**

*LifeTime* endeavors to review performance beginning on the first day of employment and ongoing for the tenure of employment with the agency. A positive performance evaluation does not guarantee an increase in pay, a promotion, or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management.

In addition to the formal performance evaluations described below, *LifeTime* encourages employees and supervisors to discuss job performance on a frequent and ongoing basis.

#### **Introductory Evaluation**

Regular employees will receive a performance evaluation at the conclusion of their first 3 months in their new position. Requests for extensions of up to 3 months must be submitted to the Executive Director using the Extending an Evaluation form.

If an employee has been employed for at least 3 months under the classification of Occasional or Temporary and is selected for hire as a regular employee, a request may be submitted to the Executive Director asking that the introductory performance evaluation be waived. This will not



affect the employee's eligibility for benefits.

### **Annual Evaluation**

Regular and Occasional employees will receive a performance evaluation annually, based on the position start date. Employees who have had perfect attendance for the full 12 months prior to their annual evaluation date are eligible for a \$50 Perfect Attendance Incentive, which will be provided to them after the end of their evaluation period and will follow the Department of Labor's Fair Labor Standards Act (FLSA) regarding bonuses and overtime calculations.

### **1-21. ANNUAL PAY INCREASES**

*LifeTime's* Cost of Living Adjustment (COLA) is equal to the COLA established annually by the Social Security Administration, which is generally announced in October or November of each year. Changes to *LifeTime's* COLA will be made effective January 1<sup>st</sup> each year. In addition to the COLA, *LifeTime* allows for Merit Increases up to 2.5% above COLA.

If at any time this policy is having an overall negative impact, it will be presented to the Board of Directors for reconsideration. Examples of negative impact include, but are not limited to, funding limitations requiring a reduction in services and established percentages having a negative impact on employee retention.

Annual pay increases are based on the employee's annual performance evaluation. COLA are available to employees who meet minimum performance expectations. An additional Merit Increase is available to employees who exceed minimum performance expectations.

Each position is rated and assigned to a wage range set by the Board of Directors. Employees who reach the top of their wage range will be capped until the wage range is adjusted. Employees who are capped and would otherwise have received a merit increase shall receive a discretionary bonus in lieu a pay rate adjustment at the time of their annual performance evaluation, which is paid in a onetime lump sum and not added to their base pay.

The amount of the bonus is based on the percent of the merit increase determined by the supervisor. If the employee's full increase would place them above the maximum threshold of their pay range, the supervisor may ask for special consideration for a portion of their increase to be paid with a discretionary bonus.

If an employee has voluntarily declined an annual wage increase due to their own personal annual wage restrictions, they are not eligible for a monetary bonus in place of their increase, as this will still increase their total annual wages.

### **1-22. JOB CHANGES**

Employees that change positions receive an introductory performance evaluation based on their new position and their performance evaluation date and pay increase date are adjusted to 12 months from the effective date of the job change.

### **Promotion**

A promotion is when an employee changes to a position that is above the pay range of their current position.

### **Transfer**

A transfer is when an employee changes to a position that is at the same pay range as their current position or to a position that is below the pay range of their current position.

### 1-23. SEPARATION OF EMPLOYMENT

Should an employee decide to leave *LifeTime*, we ask that he or she provide a written notice to their supervisor at least 2 weeks prior to departure for non- management/ supervisory employees and 4 weeks prior to departure for management/supervisory employees.

Employment may be terminated at any time, with or without notice and for any reason. No agreement to the contrary will be recognized by *LifeTime* unless such an agreement is in writing and signed by the Executive Director. An employee who is terminated for routine reasons, e.g., poor performance, work habits and/or behaviors, or insubordination, will receive up to 2 weeks of severance. With Executive Director approval, severance pay will be revoked for an employee who commits theft or any other illegal activity, lies, violate safety policies, harms or harasses another individual or any other egregious act.

An employee will be eligible for re-hire and payout of awarded, unused vacation if the employee fulfills the notice requirements outlined above and is not terminated for theft or any other illegal activity, lying, violating safety policies, harming or harassing another individual or any other egregious act.

All company property including, but not limited to, keys, security **ID badge, manuals, electronic equipment** (laptop, **tablet, fax machines, cell phone, etc. and associated accessories of each**), uniforms, etc., must be returned at separation. Employees also must return all of *LifeTime*'s confidential information upon separation. To the extent permitted by law, employees will be invoiced and required to repay *LifeTime*, (through payroll deduction) for any lost or damaged company property.

#### Lay-Offs

A laid-off employee (except occasional employees) is one who is taken off the payroll through no fault of their own. The Executive Director must approve all lay-offs. Employee lay-offs may occur as a result of reorganization, budget cuts, or programmatic changes.

- Lay-Offs due to programmatic changes and/or funding circumstances shall be based on any combination of the following: budget capabilities, employee's skills required, and assessment of employee performance, including a review of disciplinary action, seniority and location. Seniority will not be the single determining factor.
- Notice - If funding is available, employees who are facing lay-off by the agency will be given notice or pay in lieu of notice as follows: 4 weeks' notice for exempt salaried employees and 2 weeks' notice for all other employees. Such notice, or pay in lieu of notice, is in addition to any unused awarded vacation the employee is entitled to.
- Recall - The Executive Director may choose to recall a laid-off employee in lieu of open recruitment for up to a period of 1 year. Recall can only be for a position at the same or lower level from which the employee was laid off, for which they are qualified. Laid-off employees are responsible for notifying the agency of address changes.
- Seniority Retention - Seniority is defined as the ranking given to an employee hired as a regular employee. If an employee is recalled within 4 months of their lay-off date, they will retain prior seniority and anniversary date. Awarded Sick and Personal Leave will be reinstated at the amount available at the time of separation at the discretion of the Executive Director.

### 1-24. FINAL PAYCHECK

Employees who resign or are terminated are expected to submit their final time sheet/time record according to the set due dates. If the employee meets the separation requirements for awarded, unused vacation, the employee's awarded vacation will be paid out on their final paycheck. If *LifeTime* property (e.g., keys, **security ID badge, manuals, electronic equipment**

(laptop, **tablet**, fax machine, **cell phone and associated accessories of each**), uniforms, etc.) are not returned as instructed, the employee's final hours will be cut as a live check and the employee will be required to come to the Dillsboro office to pick up their check and return all LifeTime property.

When severance pay is granted, it is intended to accommodate the employee with additional regular pay beyond their hours worked. Therefore, severance pay will not be added as a lump sum to the employee's last paycheck. The employee will continue to be paid on a bi-weekly basis according to the number of weeks of severance pay the employee is granted, i.e. If the employee's last day worked falls in the middle of a pay period and they are granted 2 weeks' severance pay, they will receive severance pay to continue their normal paid hours for the last week worked and the remainder will be paid on the following pay date.

All Expense/Mileage Reimbursement forms for separated employees must be turned in no later than the final day of employment and will be included with the final paycheck issued. Any variation from this procedure must have Executive Director approval prior to the final day of employment.

#### **1-25. RE-HIRE**

Employees who leave the agency in good standing (not terminated for unacceptable conduct as defined in the Code of Conduct policy and who provided adequate notice prior to separation of employment), may be considered for re-hire. Previous years of service may be considered in determining benefits and wages when an employee is re-hired.

## Section 2 - Benefits

### **2-1. BENEFITS OVERVIEW/DISCLAIMER**

In addition to good working conditions and competitive pay, it is *LifeTime's* policy to provide a combination of benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off, such as vacations and holidays, and insurance and other plan benefits. We continually evaluate our benefits plans and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only and is intended to serve only as guidelines. The details of those plans are spelled out in the official plan documents, which are available for review on the Company Drive within the HR/Benefits folder. Additionally, the provisions of the plans, including eligibility and benefits provisions, are found in the summary plan descriptions (SPDs) for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, *LifeTime* (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While *LifeTime* intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

### **2-2. UNEARNED PAID TIME OFF (PTO) BENEFITS**

The following types of leave are considered Unearned PTO Benefits and do not accrue but are available to regular employees based on the policies stated below: Paid Holidays, Bereavement Leave and Jury Duty. Regular employees will receive pay equivalent to their scheduled work hours for that day. To receive pay for Unearned PTO Benefits for a regular scheduled workday, looking at the scheduled workdays that fall within the same workweek (Saturday through Friday) as the Unearned PTO Benefit, non-exempt employees must be in paid status (i.e., not on leave without pay) for a portion of the scheduled workday(s) before and after the Unearned PTO Benefit and exempt employees must be in paid status (i.e., not on leave without pay) for a portion of the scheduled workweek in which the holiday falls.

### **2-3. PAID HOLIDAYS**

*LifeTime* observes the following holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving (floating Columbus Day), Christmas Day, and the day before or after Christmas as determined by the Executive Director each year.

Non-exempt employees who are requested to work on a holiday on a normally scheduled workday will receive straight time pay for the actual hours worked in addition to their holiday pay. Non-exempt employees who are requested to work on a holiday that does not fall on a normally scheduled workday and occasional employees who are called in to work on a holiday will receive double time for the actual hours worked that day. Exempt employees who are requested to work on a holiday will record their scheduled work hours for the holiday in addition to their actual hours worked and will be compensated with a leave certificate covering the actual hours worked that day.

## 2-4. BEREAVEMENT LEAVE

Regular employees will be granted leave with pay as noted below.

### Up to three (3) days upon the death of:

- Employee's: spouse or domestic partner, parent, stepparent, sibling, child, sister-in-law, brother-in-law, daughter-in-law, son-in-law or other legal dependent (e.g., adopted, foster, guardianship, etc.),
- Employee's spouse's/domestic partner's: parent, stepparent, sibling, child, sister-in-law, brother-in-law, daughter-in-law, son-in-law or other legal dependent (e.g., adopted, foster, guardianship, etc.)

### One (1) day upon the death of:

- Employee's: niece, nephew, grandparent, great-grandparent, grandchild, aunt, uncle or cousin.
- Employee's spouse's/domestic partner's: niece, nephew, grandparent, great-grandparent, grandchild, aunt, uncle or cousin.

Paid leave days may only be taken on regularly scheduled workdays and may be used to grieve, prepare for and/or attend a funeral, and/or attend to any other immediate post-death matters. Bereavement leave may be used to grieve up to a month after the death and may be used to attend a funeral and/or attend to any other post-death matters up to 12 months after the death. Employees must inform their supervisor prior to commencing bereavement leave and must submit a Leave Request for their time off. *LifeTime* may require verification of death.

Domestic partners are those individuals who meet the following criteria:

- Has been living with the *LifeTime* employee for a minimum of 1 year.
- At least 18 years old and mentally competent.
- Not legally married to anyone.
- Not related by blood to a degree of closeness that would prohibit legal marriage in the state of Indiana.
- Have entered into the domestic partner relationship voluntarily and without reservation.
- Are jointly responsible for each other's common welfare and shared financial obligations.
- Intend to continue the domestic partner relationship indefinitely, with the understanding that the relationship can be terminated at any time by either partner.

## 2-5. JURY DUTY

All employees will be allowed time off to perform such civic service as required by law.

Employees are expected, however, to provide proper notice of a request to perform jury duty, submit a Leave Request and provide verification after their service is complete.

Employees are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

Employees summoned for jury duty will be paid the difference between their regular hourly rate and the amount received from the court. The maximum number of days *LifeTime* will pay an employee for jury duty shall be 10 days within a year. Satisfactory proof of attendance from the court must be submitted to the employee's supervisor to be included in the employee's personnel file. Once the employee receives payment for jury duty, the endorsed check must be forwarded to HR. If mileage reimbursement was included on the same check, the employee may submit an Expense/Mileage Reimbursement form for the amount received for mileage reimbursement. Documentation supporting the mileage amount must be attached to the form.

## **2-6. EARNED PAID TIME OFF (PTO) BENEFITS**

Employees begin accruing Earned PTO Benefits (Vacation, Personal Time and Sick Time) as of their start date as a regular employee, which is known as their PTO Anniversary Date. Earned PTO Benefits are calculated and awarded as noted in each policy listed below and may be used as they are awarded.

Full-time employees may request to convert 1 day of sick time per year to 1 day of personal time if they have at least 10 sick days banked at the time of their request. This personal leave will be added as a leave certificate in EWS and will expire 12 months from the date it is issued.

### **Earned PTO Benefits Affected By Decrease In Hours Worked**

Regular full-time employees who were working 40 hours per week and change to part-time working less than 40 hours per week will experience a decrease in available leave. A portion of the employee's awarded Vacation and Personal balances will be paid out to the employee at the time of the transition. The amount of time paid out will be proportionate to the reduction in hours. The available Sick balance will also be reduced proportionate to the reduction in hours. The remaining balances will be available to the employee and their Vacation and Sick will begin accruing based on their new scheduled weekly hours.

Example: An employee going from 40 hours per week to 30 hours per week is paid out 25% of their awarded Vacation and Personal balances. The remaining balance is available to them. Their available Sick balance is reduced by 25%.

### **Earned PTO Benefits for Temporary and Occasional Employees Who Transition to Regular Employees**

Temporary employees who transition to regular employee status after 3 months or more of employment will be awarded PTO Benefits (as appropriate for their position) at the time of their transition. The amount of PTO benefits awarded will be based on the number of hours worked over the last 90 days prior to the transition. The maximum number of hours used to calculate the award will be the average number of hours the employee will work each quarter. This will be figured as: number of hours scheduled to work each week X 52 weeks / 4 quarters. The employee's PTO Anniversary Date will be based on their transition date to regular employee status.

Occasional employees transitioning to regular employee, who were a regular employee prior to becoming an occasional employee, will not be awarded PTO benefits at the time of their transition back to regular employee status, however, their previous years of employment as a regular employee will be used to calculate their years of service for their PTO Anniversary Date.

## **2-7. USING PAID TIME OFF (PTO) BENEFITS**

All regular employees are required to use PTO benefits for any time off that falls on a scheduled workday; for full day absences, employees are required to use PTO benefits equivalent to the number of hours they were scheduled to work. Earned PTO benefits may be utilized in 15-minute increments. If PTO benefits are not available, employees may request time off without pay. Refer to the Leave Without Pay policy.

## **2-8. PAID VACATION**

### **Accruing and Awarding Vacation**

Regular full-time and part-time employees start accruing Vacation on their PTO Anniversary Date and are awarded a set number of hours each pay period the employee is in paid status. The amount accrued each pay period is based on the employee's scheduled weekly hours and their years of service as a regular employee. (i.e., an employee in their first year of employment

that is scheduled to work two 9-hour days a week, will be awarded 1.3846 hours of Vacation each pay period, which accumulates to 36 hours (or 2 weeks) over 12 months.

Once an employee's Vacation balance has reached the maximum accrual amount for their years of service, it will stop accruing until the employee uses more Vacation time, unless the employee enters a new year of service where their maximum Vacation accrual increases. The years of service change occurs in the pay period in which the PTO Anniversary Date falls.

Maximum amount of Vacation accrued based on years of service as a regular employee:

- 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> years of service: up to 2 weeks of Vacation each year;
- 4<sup>th</sup> through 8<sup>th</sup> year of service: up to 3 weeks of Vacation each year;
- 9<sup>th</sup> through 15<sup>th</sup> year of service: up to 4 weeks of Vacation each year;
- 16<sup>th</sup> year of service & each year thereafter: up to 5 weeks of Vacation each year

Below are examples of the maximum amounts of Vacation employees can accrue when they work 40, 9 and 27 hours per week.

Examples	Maximum Vacation Accrual		
	Paid 40 Hours Per Week	Paid 9 Hours Per Week	Paid 27 Hours Per Week
1 <sup>st</sup> through 3 <sup>rd</sup> year	80 hours	18 hours	54 hours
4 <sup>th</sup> through 8 <sup>th</sup> year	120 hours	27 hours	81 hours
9 <sup>th</sup> through 15 <sup>th</sup> year	160 hours	36 hours	108 hours
16 plus years	200 hours	45 hours	135 hours

### Using Vacation

Vacation can be used any time after the pay period in which it is awarded. Employees are responsible for monitoring and taking their Vacation time over the course of a year to ensure they don't miss the opportunity to accrue more time in the subsequent year due to having reached the maximum accrual amount.

Every effort will be made to grant employee Vacation requests, consistent with our operating schedules. However, *LifeTime* reserves the right to deny any request for Vacation.

### Pay Out

Employees who have been with the agency for 9 full years or more (based on their current hire date and current years of service) and are earning 4 weeks or more of Vacation may submit up to two requests per year to be paid out for awarded, unused Vacation, up to a maximum of 2 weeks per year, provided they will have a balance of 1 week remaining at the time of the request. The employee must submit the request in writing to the HR Manager at least one week prior to the pay period(s) in which the employee wishes to be paid out.

## 2-9. PAID PERSONAL TIME

### Accruing and Awarding Personal Time

Regular full-time employees start accruing Personal Time on their PTO Anniversary Date and are awarded 0.6154 hours of Personal Time each pay period the employee is in paid status. Awarded Personal Time will CAP at 16 hours.

Once an employee's Personal Time balance has reached the maximum accrual amount of 16 hours, it will stop accruing until the employee uses Personal Time.

### **Using Personal Time**

Personal Time can be used any time after the pay period in which it is awarded for personal matters that cannot be taken care of outside of our operating hours (e.g., legal or business matters, family emergencies, child's school appointments, additional bereavement leave, etc.). Personal Time may not be used to extend an employee's Vacation or Holiday by utilizing Personal Time directly before/after a Vacation or Holiday (ignoring weekends and/or non-scheduled workdays that may fall in between); however, Vacation can be used with Personal Time to accommodate time off for personal matters when the employee does not have enough Personal Time to cover their absence or in order to exhaust Earned PTO Benefits while on a medical leave or an extended leave for non-medical purposes. Management reserves the right in its sole discretion to deny any request for Personal Time.

Employees are not compensated for unused Personal Time at any time, including at separation.

## **2-10. PAID SICK TIME**

### **Accruing and Awarding Sick Time**

Sick Time starts accruing on the first day of employment as a regular full-time and part-time employee. Sick Time is accrued at 1 sick hour for every 28.88 paid hours (not including overtime) and is awarded each pay period in which the employee has paid hours. Sick Time is allowed to accrue up to the equivalent of 12 weeks and is capped based on the number of hours the employee is scheduled to work each week:

- Up to 10 hours a week = 120 maximum accrual
- Up to 15 hours a week = 180 maximum accrual
- Up to 20 hours a week = 240 maximum accrual
- Up to 25 hours a week = 300 maximum accrual
- Up to 30 hours a week = 360 maximum accrual
- Up to 40 hours a week = 480 maximum accrual

### **Using Sick Time**

Sick Time is granted for the following reasons:

- Employee's illness is contagious, and presence on the job could jeopardize the health of others.
- Employee's illness, surgery or injury hinders performance of their job duties.
- Employee requires medical, dental or optical examination/treatment, which cannot be conveniently scheduled outside normal working hours. Time off for these events should be planned/scheduled as far in advance as reasonable and should be scheduled to cause the least possible disruption to the work schedule.
- Illness of, surgery, or injury to "immediate family":
  - Spouse or domestic partner (see definition above under Bereavement Leave)
  - Child/dependent who is under 18 years of age or who is 18 years of age or older and incapable of self-care because of a mental or physical disability. A child/dependent can be: biological, adopted, foster, stepchild, legal ward, or a child of a person standing in loco parentis.
  - Parents of either employee or spouse – need not live with the employee
- Sick Time for family members may not exceed five (5) working days per incident. Exceptions may be made in extenuating circumstances.

Employees are not compensated for unused Sick Time at any time, including at separation.

## **2-11. LEAVE WITHOUT PAY**

Leave Without Pay will be granted when all appropriate Earned PTO Benefits have been utilized and as long as such time off does not cause undue hardship to the program or agency.



The amount of Leave Without Pay granted for an extended leave of absence is based on the type of leave: Extended Leave, Family and Medical Leave, Additional Medical Leave and Worker's Compensation. Earned PTO Benefits will not accrue during Leave Without Pay. For information on how benefit premiums are paid during extended unpaid leave, refer to the Benefits While on Unpaid Leave policy.

The agency reserves the right to terminate an employee as a result of requests for excessive Leave Without Pay.

## **2-12. BREAK TIME FOR NURSING MOTHERS**

*LifeTime* will provide a reasonable amount of unpaid break time to accommodate employees desiring to express breast milk for their infant child, in accordance with and to the extent required by applicable law.

*LifeTime* will make reasonable efforts to provide employees with the use of a room or location other than a bathroom stall to express milk in private. This location may be the employee's private office, if applicable. *LifeTime* may not be able to provide additional break time if doing so would seriously disrupt *LifeTime's* operations. Please consult the HR Manager if you have questions regarding this policy.

Employees should advise management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

## **2-13. WORKERS' COMPENSATION**

On-the-job injuries are covered by *LifeTime's* Workers' Compensation Insurance Policy, which is provided at no cost. If employees are injured on the job, no matter how slightly, they should report the incident immediately (within 24 hours) to their supervisor and submit an Injury, Incident or Concern Form. Failure to follow company procedures may affect the ability of employees to receive Workers Compensation benefits.

If the work-related injury or illness resulted in time off, the employee may not return to work without a doctor's written release. Worker's Compensation leave is unpaid leave. To avoid the possibility of losing awarded Vacation that will expire while the employee is on leave, employees can choose to have their awarded, unused Vacation paid out.

An employee's position will be held open for 1 year while off work due to a work-related injury or illness. When the employee returns from such leave, every effort will be made to restore their former position or to offer another position of similar status in keeping with current personnel needs.

## **2-14. CHARITABLE LEAVE**

An employee may choose to donate awarded, unused Vacation and Personal Time to another employee **who has exhausted all of their appropriate PTO and needs time off for the following reasons:**

- **The employee has a personal or family medical emergency that is likely to require the employee to be absent from work for at least 1 full day. A doctor's note indicating the employee's need for time off in either scenario is required.**
- **The employee is affected by a major disaster or emergency as declared by the president of the United States.**

An employee may receive a maximum of ten (10) days in a rolling 12-month period. The

employee donating the leave shall submit a Charitable Leave Authorization form to the HR Manager.

**Refer to IRS Notice 2006-59 and IRS Rev Ruling 90-29, 1990-1 C.B. 11.**

## **2-15. INSURANCE PROGRAMS**

Regular full-time employees may participate in *LifeTime*'s insurance programs 90 days from date of hire. Eligible employees may elect Group Health, Group Dental, Vision, Life and supplemental insurance products.

Upon becoming eligible to participate in these plans, eligible employees will receive a benefit packet describing the benefits in greater detail. Contact the HR Manager if you have any further questions. Employees must notify *LifeTime* of qualifying events for group health special enrollment within 30 days of the qualifying event date: marriage, death, birth, adoption, spouse's loss of insurance.

Regular part-time employees who are scheduled to work 30 hours or more per week and variable hour employees who average at least 30 hours per week during the 12-month measurement period starting November 1<sup>ST</sup> and ending October 31<sup>ST</sup> of the next calendar year are eligible for health insurance. The measurement period for new hires starts on the date of hire and ends 1 year later.

## **2-16. RETIREMENT PLAN**

All employees are able to participate in *LifeTime*'s retirement plan 90 days from their date of hire. Plan participants may make pre-tax contributions to a 401(K) retirement plan.

Upon becoming eligible to participate in this plan, the employee will receive an enrollment packet describing the plan in greater detail. Refer to the enrollment packet for detailed plan information. Contact the HR Manager if there are any further questions.

## **2-17. EMPLOYEE REFERRAL BONUS**

*LifeTime* encourages all employees to refer family, friends or acquaintances who are qualified job applicants for available job openings. When making referrals, instruct the applicant to list the employee's name on their employment application as the referral source. If the referral is hired and completes 3 months of service and the employee is still an employee of the company at that time, *LifeTime* may award the employee a bonus.

## **2-18. TUITION REIMBURSEMENT**

*LifeTime* provides financial support to employees who participate in externally sponsored educational courses which meet the criteria outlined in this policy. The support is intended to enhance employee's professional development and their skills and knowledge related to our business.

### **Eligibility**

Active full-time employees with at least 12 months of continuous service prior to the start of the course are eligible to apply for reimbursement for qualified tuition expenses.

### **Termination of Eligibility**

Eligibility ceases upon notice of termination of employment. No reimbursements will be made to former employees, to employees who have given notice of resignation, or who have been notified that they will be involuntarily terminated. This includes situations in which approval of such reimbursement was previously provided and/or the course was satisfactorily completed

prior to the date of termination. The only exception to this will be to employees whose position was eliminated. These employees will be eligible for reimbursement for any approved course that is in session at the time of their job elimination if the employee submits proof of satisfactory course completion within 6 months of their position elimination. An employee whose job is eliminated is ineligible for reimbursement for courses enrolled in after he or she has received notice of position elimination.

Eligibility for tuition reimbursement also ceases when an employee receives any of the following:

- An overall low performance rating on their most recent annual review
- A performance improvement plan
- Verbal or written warning related to their job performance
- In these circumstances, the employee may complete a course that is in session at the time of the review or discipline. The employee will remain ineligible for tuition reimbursement until they satisfactorily improve and maintain their performance for 12 months.

### **Types of Assistance**

Assistance, when approved, is given in the form of tuition reimbursement after successful course completion. Successful completion of a course shall be evidenced by a report from the school showing a passing grade of at least "C" or better.

### **Approved Schools**

Courses taken at accredited academic institutions will be eligible for consideration. Correspondence courses or online courses will be considered for reimbursement only from accredited academic institutions and only when they are determined to be equivalent or superior to comparable resident instruction.

- Courses Eligible for Reimbursement – Reimbursement is available for courses that contribute to the employee's general career development and relate to *LifeTime's* mission as determined by the Executive Director upon recommendation of the employee's supervisor.

### **Educational Benefit**

- Amount Reimbursed – Reimbursement for eligible expenses is limited to (50%) of tuition expenses, up to (\$1,000) per calendar year.
- Financial Assistance Outside of *LifeTime* – Employees who receive assistance from outside sources (scholarships, grants, etc.) are eligible for tuition reimbursement only if the cost of the tuition exceeds the amount of the outside assistance received.
- Course Repayment – An employee who voluntarily resigns their employment within 6 months of receiving tuition reimbursement will be required to repay 100% of the reimbursement received from *LifeTime*. An employee who voluntarily resigns their employment within 12 months of receiving tuition reimbursement will be required to repay 50% of the reimbursement received from *LifeTime*.

### **Restrictions**

In addition to any limitations or restrictions noted above, the following will apply:

- Employee may not exceed 4 hours of education leave per week during the semester.
- Registration fees, textbooks, late fees, school supplies or other costs do not qualify for reimbursement.
- The cost of parking, travel, meals, lodging or other expenses related to the course is not reimbursable.
- Costs associated with externally sponsored training seminars and workshops, or professional certifications, are not covered by this policy.

- A job performance or disciplinary issue may occur if an employee's job performance is suffering as a result of the time commitment required for the coursework, or if an employee is studying during work hours. These situations will be addressed like any other performance or disciplinary issue.

To qualify for and receive tuition reimbursement, the employee is required to:

- Submit a written request for tuition reimbursement to the Executive Director for approval before enrolling in the course.
- Enroll, pay the tuition and complete the course.
- Obtain evidence of satisfactory completion of the course as well as a statement/receipt reflecting the amount of tuition paid and submit them to the HR for reimbursement.

Approved reimbursements will be direct deposited along with the employee's regular pay.

## Section 3 - Absences

### 3-1. NON-WORK-RELATED INJURY, ILLNESS OR SURGERY

An employee who is or may be contagious, has an illness or injury that is a threat to themselves or others, or who has had surgery, will be required to submit a Fit for Duty Certification, regardless of whether any work may be missed. An employee who is out for three (3) or more consecutive working days will be required to submit a Fitness for Duty Certification after the 3<sup>rd</sup> day and before returning to work. In all scenarios, the Fit for Duty Certification must indicate the employee's need to be off work and the date their doctor releases them or expects them to return to work as well as any job duty restrictions. If a return-to-work date cannot be determined on the initial Fit for Duty Certification, the employee will be required to submit additional Fitness for Duty Certifications as the situation progresses. Employees whose workplace location is not already their home that may have the ability to work from home, must follow our policy above on Changes to Work Schedule and/or Workplace Location.

An employee must notify their supervisor of all:

- Illnesses with a fever of 100 degrees or more and/or that may be contagious (as soon as possible)
  - The employee must follow CDC Guidelines as they relate to their illness (**e.g., Respiratory Virus Guidelines**) or their doctor's recommendations and stay home until they have been fever-free for 24 hours without the use of fever reducing medicine and symptoms have improved
  - **Once the employee's symptoms have improved and they are able to return to work, following either the CDC Guidelines or their doctor's recommendations, the employee should continue to follow any necessary precautions to reduce the spread of their illness, e.g., enhancing hygiene practices, and when appropriate, wearing a well-fitting mask and keeping a distance from others.**
  - The supervisor may require the employee to submit a Fitness for Duty Certification to ensure the employee can safely perform all required job duties
- Non-work-related personal injuries (as soon as possible)
  - The supervisor may require the employee to submit a Fitness for Duty Certification to ensure the employee can safely perform all required job duties
- Planned and un-planned surgeries (in advance or as soon as possible)
  - The employee will be required to submit a Fitness for Duty Certification prior to returning to work to ensure the employee can safely perform all required job duties.

NOTE: A doctor's note may be submitted in lieu of a Fitness for Duty Certification as long as the doctor's note contains the same information that is required on the Fitness for Duty Certification.

If the employee is out for three (3) or more consecutive working days due to an immediate family member's illness or injury, they will be required to submit a doctor's note by the 3<sup>rd</sup> day, indicating their need to be off work and the duration of their absence.

If the employee does not provide the required paperwork on their 3<sup>rd</sup> day not worked, their absence will be considered unapproved and unpaid until the paperwork is provided. If the required paperwork is submitted after the pay period for the absence, the employee will receive retro pay for the PTO available to cover their absence. If the absence is due to an FMLA qualifying event, the employee will be required to submit the appropriate certification for the absence to be considered approved and eligible to use paid time off.

At the discretion of their supervisor, an employee may be required to provide a Fitness for Duty Certification before returning to work from absences of less than 3 days.

A copy of all Fitness for Duty Certifications must be sent to the HR Manager to be filed. If the employee returns to work without the Fitness for Duty Certification, the employee will be required to take additional leave per the standard leave policy until the certification is received. If the Fitness for Duty Certification indicates the employee has restrictions, HR will discuss possible accommodations with the supervisor and employee and will notify the employee once a decision is made as to whether their restriction can be accommodated.

### **3-2. EXTENDED LEAVE**

If employees are ineligible for any other company leave of absence (i.e., Family and Medical Leave Act) and have completed their introductory period, *LifeTime*, under certain circumstances, may grant an extended leave of absence. A written request for an extended leave for non-medical purposes should be presented to management at least 2 weeks before the anticipated start of the leave and must include a thorough explanation for why the leave is being requested and the length of the requested leave. If the leave is requested for medical reasons, medical certification also must be submitted. The request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as performance and attendance records and if the time off does not cause an undue hardship to the program or agency. An extended leave of absence may be granted for a period of up to 6 weeks in a rolling 12-month period measured backward from the date the employee uses any leave; this may be intermittent.

Employees who previously qualified for FMLA within the last 12 months but no longer qualify as a result of not having worked enough hours may request to take extended leave. The maximum amount of extended leave allowed combined with any previous FMLA over a 12-month period is 6 weeks.

An employee on extended leave for medical purposes must present a Fitness for Duty Certification with their expected return date. This notification should be made at least 1 week before the end of the leave.

Upon completion of the extended leave of absence, *LifeTime* will attempt to return employees to their original job or a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by *LifeTime* will be considered a voluntary resignation of employment.

### **3-3. MILITARY LEAVE**

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask management for further information about eligibility for Military Leave.

If employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so that we can maintain proper coverage while

employees are away.

### **3-4. INDIANA FAMILY MILITARY LEAVE**

Employees who have been employed by *LifeTime* for at least 12 months, have worked at least 1,500 hours during the 12-month period immediately preceding the day the leave begins, and are the spouse, parent, grandparent, child or sibling of an individual ordered to active duty, are eligible for an unpaid leave of absence for up to 10 days each calendar year.

Leave may be taken during any of the following periods:

- during the 30 days before active-duty orders are in effect;
- during a period in which the military family member ordered to active duty is on leave while active-duty orders are in effect;
- during the 30 days after the active-duty orders are terminated.

Employees may elect to substitute any Earned PTO Benefits (except for paid sick) for leave provided under this policy. If applicable, health care benefits will be continued at the employee's expense during the period of leave.

Employees must provide written notice to *LifeTime* at least 30 days in advance; notice must include a copy of the active-duty orders (if available) and an indication of the date the leave will begin. If the active-duty orders are issued less than 30 days before the date the requested leave is to begin, written notice must be provided as soon as possible under such circumstances. *LifeTime* reserves the right to require verification of eligibility for this leave. Failure to provide such verification within a reasonable time after it was requested may result in the absence from employment being considered unexcused.

Upon returning from leave, in most cases an employee will be restored to the position that he or she held before the leave began or to an equivalent position.

### **3-5. FAMILY AND MEDICAL LEAVE**

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact the HR Manager.

#### **Eligibility**

To be eligible for FMLA leave an employee must: 1) have been employed by *LifeTime* for at least 12 months (which need not be consecutive); 2) have been employed by *LifeTime* for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

#### **Entitlements**

As described below, the FMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

#### **A. Basic FMLA Leave Entitlement**

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from the date an employee uses his/her FMLA leave. Leave may be taken for any one or for a combination of the following reasons:

- To care for the employee's child after birth or placement for adoption or foster care; To

care for the employee's spouse, son, daughter or parent (but not in-law) who has a serious health condition;

- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
- Because of any qualifying exigency arising out of the fact that an employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active-duty status (or has been notified of an impending call or order to covered active duty) in the Reserves component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country.

A serious health condition is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

#### **B. Additional Military Family Leave Entitlement (Injured Servicemember Leave)**

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A "covered servicemember" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." Covered servicemembers also include a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five years preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

#### **C. Intermittent Leave and Reduced Leave Schedules**

FMLA leave usually will be taken for a period of consecutive days, weeks or months.



However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember. Qualifying exigency leave may also be taken on an intermittent basis.

**D. No Work While on Leave**

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by law.

**E. Protection of Group Health Insurance Benefits**

During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

**F. Restoration of Employment and Benefits**

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause *LifeTime* substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. *LifeTime* will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

**G. Notice of Eligibility for, and Designation of FMLA Leave**

Employees requesting FMLA leave are entitled to receive written notice from *LifeTime* telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) *LifeTime*'s designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

*LifeTime* may retroactively designate leave as FMLA leave with appropriate written notice to employees provided *LifeTime*'s failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, *LifeTime* and the employee can mutually agree that leave be retroactively designated as FMLA leave.

**Employee FMLA Obligations**

**A. Provide Notice of the Need for Leave**

Employees who take FMLA leave must timely notify *LifeTime* of their need for FMLA leave. The following describes the content and timing of such employee notices.

**1. Content of Employee Notice**

To trigger FMLA leave protections, employees must inform their supervisor of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known.

Employees may do this by either requesting FMLA leave specifically or explaining the reasons for leave so as to allow *LifeTime* to determine that the leave is FMLA-qualifying.

For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job; they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care

- provider;
- the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active-duty status to a foreign country; or if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to *LifeTime's* questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which *LifeTime* has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

## **2. Timing of Employee Notice**

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide *LifeTime* notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

## **B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, employees must consult with *LifeTime* and make a reasonable effort to schedule treatment so as not to unduly disrupt *LifeTime's* operations, subject to the approval of an employee's health care provider. Employees must consult with *LifeTime* prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both *LifeTime* and the employees, subject to the approval of an employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, *LifeTime* may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, *LifeTime* may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise *LifeTime* of the reason why such leave is medically necessary. In such instances, *LifeTime* and the employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting *LifeTime's* operations, subject to the approval of the employee's health care provider.

### **C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an initial certification, a recertification and a return to work/fitness for duty certification.

It is the employee's responsibility to provide *LifeTime* with timely, complete and sufficient medical certifications. Whenever *LifeTime* requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after *LifeTime*'s request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. *LifeTime* will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. *LifeTime* will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, *LifeTime* (through individuals other than an employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide *LifeTime* with authorization allowing it to clarify or authenticate certifications with health care providers, *LifeTime* may deny FMLA leave if certifications are unclear.

Whenever *LifeTime* deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

#### **1. Initial Medical Certifications**

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If *LifeTime* has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at *LifeTime*'s expense. If the opinions of the initial and second health care providers differ, *LifeTime* may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by *LifeTime* and the employee.

#### **2. Medical Recertifications**

Depending on the circumstances and duration of FMLA leave, *LifeTime* may require employees to provide recertification of medical conditions giving rise to the need for leave. *LifeTime* will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

#### **3. Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide *LifeTime* with medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable

accommodation. *LifeTime* may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

**D. Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, *LifeTime* may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active-duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active-duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, *LifeTime* may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, *LifeTime* may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

**E. Substitute Paid Leave for Unpaid FMLA Leave**

Employees must use any accrued paid time while taking unpaid FMLA leave. The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leave and the paid time will run concurrently with an employee's FMLA entitlement.

Leaves of absence taken in connection with a workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement.

**F. Pay Employee's Share of Health Insurance Premiums**

During FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless *LifeTime* notifies employees of other arrangements, whenever employees are receiving pay from *LifeTime* during FMLA leave, *LifeTime* will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium. Refer to the Benefits While on Unpaid Leave policy for additional information.

**Exemption for Highly Compensated Employees**

*LifeTime* may choose not to return highly compensated employees (highest paid 10% of employees at a worksite or within 75 miles of that worksite) to their former or equivalent positions following a leave if restoration of employment will cause substantial economic injury to *LifeTime*. (This fact-specific determination will be made by *LifeTime* on a case-by-case basis.) *LifeTime* will notify employees if they qualify as a "highly compensated", if *LifeTime* intends to deny reinstatement, and of the employee's rights in such instances.

**Questions and/or Complaints about FMLA Leave**

If you have questions regarding this FMLA policy, please contact the HR Manager. *LifeTime* is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact the HR Manager immediately. *LifeTime* will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

### **Coordination of FMLA Leave with Other Leave Policies**

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, consult *LifeTime*'s other leave policies in this handbook or contact the HR Manager.

### **3-6. ADDITIONAL MEDICAL LEAVE**

In extenuating circumstances, Additional Medical Leave may be approved for employees who have exhausted their maximum allowed time off for FMLA and Extended Leave. Employees must provide their supervisor with a Fitness for Duty Certification which indicates the employee's need for Additional Medical Leave and their expected return date. Additional Medical Leave requires Executive Director approval.

### **3-7. BENEFITS WHILE ON LEAVE WITHOUT PAY**

Employees on Leave Without Pay for FMLA or Extended Leave may choose to drop their benefits and be re-instated once they return to paid status.

Employees are required to reimburse *LifeTime* for any pre-tax and/or after-tax deductions that were payroll deducted from their check prior to unpaid leave. Employees can choose one of three options for paying their portion of their premiums:

- **Pre-Pay:** employee and HR set up a payment schedule which is put in writing
- **Pay-As-You-Go:** employee makes payments based on the same schedule as payments would have been due if the employee had not been on Leave Without Pay
- **Catch-Up:** payment in full is due 30 calendar days after they return from unpaid leave and can be made through payroll deductions

If an employee who chose Pre-Pay or Pay-As-You-Go returns from Leave Without Pay with a balance due, HR will arrange for the balance due to be payroll deducted from their pay over a period of time that is reasonable to the amount of money owed.

Unless an FMLA eligible condition continues to exist, employees on unpaid leave for more than 10 days who do not return to work will be billed for the employer's share of their group health insurance premiums paid during the employee's unpaid FMLA, in addition to any outstanding balance the employee owes for all of their insurance premiums.

## Section 4 - Operational Policies

### 4-1. INJURIES, INCIDENTS, AND CONCERNS

All *LifeTime* employees are responsible for reporting injuries, incidents and concerns that relate to themselves, other employees or clients in a timely manner. This includes, but it is not limited to an employee's personal injury that may affect their ability to safely perform their assigned job duties. *Catch-A-Ride* Drivers should refer to their Public Transportation Agency Safety Plan.

### 4-2. NON-ROUTINE CLIENT SERVICES

Employees are required to contact their supervisor when requested to perform non-routine client-related services that fall outside their normal job description. Due to an increased level of liability involved, approval for delivering non-routine services will only be approved after alternative methods have been fully considered, and liability insurance is in place to protect both the employee and *LifeTime*. If the request is ongoing, a case conference may be convened to discuss the particular client's need and to develop possible alternatives to meet the need. Final approval may only be granted by a Director who reports to the Executive Director.

Examples of non-routine services include, but are not limited to: handling money, assisting with financial matters, providing transportation in a personal vehicle, or offering personal care and assistance when those activities fall outside the job description of the employee providing the service. If an employee is approved to transport a client in their personal vehicle, the employee must have a valid driver's license and must maintain continuous insurance coverage on their vehicle.

The employee must provide proof of insurance coverage from their carrier to be kept in their personnel file. It is the responsibility of the employee's supervisor to ensure that the employee provides up-to-date proof of insurance. The only insurance *LifeTime* provides is liability insurance in excess of the employee's insurance. Circumstances of a claim dictate whether that liability insurance may be accessed or not.

In the event of an accident:

- Take necessary steps to protect yourself and others.
- Comply with police instructions.
- Do not assume or admit fault.
- Report the accident to *LifeTime* as soon as possible.

### 4-3. TECHNOLOGY EQUIPMENT, E-MAIL, TEXTING AND INTERNET USAGE

*LifeTime* recognizes that use of technology equipment (laptop, printer, tablet, projector, Xerox, **telephone, cell phone**, etc.), the Internet, **texting**, and e-mail are necessary in the workplace, and employees are encouraged to use all equipment, the Internet, **texting** and e-mail systems responsibly, as unacceptable use can place *LifeTime* and others at risk. With the exception of copying, faxing and scanning, where employees have the ability to pay for personal use, *LifeTime*'s equipment, Internet and email are to be used for work-related purposes only.

All technology provided by *LifeTime*, including computer systems, communication networks, company-related work records and other information stored electronically, is the property of *LifeTime* and not the employee.

Employees may not use *LifeTime*'s Internet, e-mail or other electronic communication devices to transmit, retrieve or store any communications or other content of a defamatory, discriminatory, harassing or pornographic nature. No messages with derogatory or inflammatory remarks about

an individual's race, age, disability, religion, national origin, physical attributes or sexual preference may be transmitted. Harassment of any kind is prohibited. Disparaging, abusive, profane or offensive language and any illegal activities, including piracy, cracking, extortion, blackmail, copyright infringement and unauthorized access to any computers on the Internet or e-mail, are forbidden.

Internal and external e-mail, voice mail, text messages and other electronic communications are considered business records and may be subject to discovery in the event of litigation. Employees must be aware of this possibility when communicating electronically within and outside the company.

### **E-mail Protocol**

- Every employee is responsible for the content of all text, audio, video or image files that he or she places or sends over *LifeTime's* Internet and e-mail systems. No electronic communications may be sent that hide the identity of the sender or represent the sender as someone else. *LifeTime's* identity is attached to all outgoing e-mail communications, which should reflect corporate values and appropriate workplace language and conduct.
- E-mail received from outside of *LifeTime* goes through a Spam filter before it is sent to your e-mail account. You are responsible for all e-mail originating from your login ID. Do not open or forward an attachment if you suspect it is not from a trusted source. If you suspect you may have encountered a virus, immediately contact the IT & Security Manager.
- Critical time sensitive information should be sent with a read receipt for verification purposes.
- E-mail is an unsecure communication tool. Refrain from forwarding or sending messages containing confidential agency or client information unless there is a clear business need to do so. All confidential information (i.e., client, employee, volunteer, corporate) must be secured prior to sending.
- Employees should refer to the Confidentiality Practices Handling procedure found on the Company Drive for information on how to securely send confidential information. Information on how to encrypt and/or password protect a document can be found in the IT Office Tips.
- For certain State of Indiana business, a prearranged unlock code has been decided upon and employees receiving those transmissions are provided the code as needed.
- Copyrighted materials belonging to entities other than *LifeTime* may not be transmitted by employees on the company's network without permission of the copyright holder.

### **Telephone & Cell Phone Protocol**

- **Office employees are assigned a company phone number which is typically accessed through a Go To Connect phone or through an app that is compatible with our phone system.**
- **Some employees will be issued a company cell phone, dependent upon the necessity to access protected health information.**
- **Phone calls should be used before considering texting the Supervisor or other *LifeTime* employees.**
- **Texting is acceptable to report absences in an emergency when no other communication is available, or in special circumstances approved by a supervisor.**
- **At no time will confidential information be sent via text (via cell phone or the Go To Connect app). Refer to the Confidential Information policy for a list of what is considered confidential information.**

Employees are prohibited from downloading software or other program files or online services from the Internet without prior approval from the IT Manager. All files or software should be passed through virus-protection programs prior to use. Failure to detect viruses could result in corruption or damage to files or unauthorized entry into company systems and networks.

*LifeTime* reserves the right to examine, monitor and regulate e-mail and other electronic communications, directories, files and all other content, including Internet use, transmitted by or stored in its technology systems, whether onsite or offsite. If improper usage is suspected, senior management can request reports that track sites visited, files downloaded, time spent on the Internet, and related information to verify that time spent on the Internet is for business use only. Any employee who abuses company-provided access to e-mail, the Internet, or other electronic communications or networks, including social media, may be denied future access and, if appropriate, be subject to disciplinary action up to and including termination.

Employees are required to take reasonable care to safeguard all equipment and associated accessories they use to perform tasks that support *LifeTime's* business practices. Employees assigned equipment for regular use, whether long-term or short-term, will be required to sign an Equipment Assignment Form. Losses due to damage, theft, misplacement, etc. can result in a significant cost to *LifeTime*. Individuals may be financially responsible for damaged, lost, or stolen equipment and/or associated accessories if it is determined by *LifeTime* that reasonable care was not taken to safeguard these assets. Reasonable care is defined as an appropriate effort made to use provided equipment and associated accessories correctly, safely, or without causing damage or loss. Refer to the General Office Equipment Care Tips for additional information.

#### **4-4. ACCESSING WORK-RELATED INFORMATION FROM A PERSONAL DEVICE**

A personal device is defined as any electronic device not issued by *LifeTime Resources*, which is used to access work-related material, such as remote access or email. **Employees are generally not authorized to use personal devices for work-related purposes, except for those individuals who do not transmit Protected Health Information (PHI) and are explicitly authorized to use their personal cell phones for work-related communication. Refer to the HIPAA Privacy, Compliance and Security Manual for comprehensive guidelines and further details regarding the use of personal devices.**

#### **4-5. WIRELESS ACCESS**

*LifeTime* has two service set identifiers (SSIDs) available in the Dillsboro Office for wireless access. One SSID allows access to our network (*LifeTime Resources*), and the other (*LifeTime Resources Guest*) allows for access to our internet only.

Both SSIDs are monitored by the access points they are connected to, in addition to the *LifeTime Resources* web filter. Restrictions will apply on what can be accessed.

All *LifeTime* office employees are allowed access to the guest SSID. The password for the guest account will be posted on the Company Drive and will be updated at least on a quarterly basis, but can also be changed on an as-needed basis. An email will be sent out to all employees when the password is updated.

The network SSID is reserved for equipment purchased and used by *LifeTime* for business purposes. Special circumstances may be made on a case-by-case basis, if the need arises.

The password for the *LifeTime Resources* wireless access in the satellite offices is not to be shared with anyone not employed by *LifeTime*, unless building contracts state otherwise.



Visitors at the Dillsboro Office may have access to the guest SSID.

Usage of these SSIDs is monitored on a regular basis, and bandwidth restrictions may be applied to each SSID as needed.

#### **4-6. RECORDING PHONE LINES AND OTHER RECORDING DEVICES**

According to the one-party consent law, Federal Law 18 U.S. Code 2511(2)(d), Indiana Code 35-31.5-2-176 and Indiana Code 35-33.5-5-5), when video surveillance (which may capture audio recordings) and electronic communications are recorded for business purposes, at least one of the parties must consent to the communication being recorded. To ensure that recording and monitoring is handled legally and professionally, all employees must be aware that all telephone lines and two-way communication channels are recorded and video surveillance may also capture audio recordings. By signing the Employee Handbook Acknowledgement page, employees give consent to all business-related recordings.

Recorded communication will be monitored for Quality Assurance both randomly and as needed to resolve customer complaints and/or supervisory concerns. If it is determined at any time during the monitoring process that a particular call is of a personal matter, we will cease monitoring that call.

In order to encourage a working environment of mutual trust and cooperation, to avoid invasion of privacy (employee and client), to prevent sexual or other harassment (as defined by our Non-Harassment & Sexual Harassment policies), and to ensure the protection of *LifeTime's* proprietary information, confidential information, including Protected Health Information (PHI), financial information, and business strategies, employees may not take, distribute, or post pictures, videos, or audio recordings while on working time without Director, Executive Director, or HR Manager prior approval. This policy is not intended to limit employees' rights to engage in protected activity under Section 7 of the National Labor Relations Act. Any violations of this policy will result in disciplinary action up to and including termination.

#### **4-7. USE OF SOCIAL MEDIA & ARTIFICIAL INTELLIGENCE**

*LifeTime* respects the right of any employee to maintain a blog or web page or to participate in a social networking, including but not limited to Facebook, X (formerly Twitter), and LinkedIn, and to utilize artificial intelligence (AI). However, to protect *LifeTime* interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not post on a blog or web page or participate on a social networking platform, such as X (formerly Twitter) or similar site, during work time or at any time with *LifeTime* equipment (including computers, licensed software or electronic equipment), property, facilities or time. Employees may not use *LifeTime's* logo, photographs of clients, vendors or persons engaged in *LifeTime* business or at *LifeTime* events and functions without *LifeTime's* permission. Employees may not link from a blog, web page or social media site to *LifeTime's* website without *LifeTime's* permission.

All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms, AI, and other similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page, social networking site, or AI.

Whether an employee is posting something on his or her own blog, web page, social networking, Twitter or similar site or on someone else's, if the employee mentions *LifeTime* and also expresses either a political opinion or an opinion regarding *LifeTime's* actions that could

pose an actual or potential conflict of interest *LifeTime*, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her personal opinion and not *LifeTime*'s position. This is necessary to preserve *LifeTime*'s good will in the community.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, AI or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous or violent is forbidden. *LifeTime* policies apply equally to employee social media usage.

*LifeTime* encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including termination.

***LifeTime* recognizes that the use of AI tools can potentially assist employees with the performance of job duties. However, there are many risks. To ensure the protection of confidential information and the integrity of our operations, as set forth below, all employees who wish to use AI tools must receive management approval and, if granted, comply with the best practices below:**

**Evaluation of AI tools. Employees must evaluate the utility and security of any AI tool before using it. This includes reviewing the tool's security features, terms of service, and privacy policy. Employees should also review the reputation of the tool developer and any third-party services used by the tool. But most importantly, employees must receive management approval prior to using any AI tool after explaining the manner in which it will be used and the benefits to the business.**

**Protection of confidential data. In using any AI tool, employees must not upload or share any confidential, proprietary, or protected data without prior written approval from the Executive Director. This includes data related to clients, employees, or vendors. Similarly, employees must ensure any AI tool does not utilize confidential or copyrighted information of a third party.**

**Access control. Employees must not give access to any AI tools approved for business use to anyone outside the company without prior approval from the Executive Director and implementation of processes as required to meet security compliance requirements. This includes sharing login credentials or other sensitive information with third parties.**

**Compliance with security policies. Employees must apply the same security best practices we use for all company and client data. This includes using strong passwords, keeping software up-to-date, and following *LifeTime*'s data retention and disposal policies.**

#### **4-8. PUBLICITY/STATEMENTS TO THE MEDIA**

All media inquiries regarding the position of *LifeTime* as to any issues must be referred to the Executive Director. Only the Executive Director is authorized to make or approve public statements on behalf of *LifeTime*. Employees, unless specifically designated by the Executive Director, are not authorized to make those statements on behalf of *LifeTime*. In addition, employees are not authorized to share confidential information with the media. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of *LifeTime* must first obtain approval from the Executive Director.

#### **4-9. SMOKING**

Indiana's statewide smoke-free air law prohibits smoking in public places including workplaces. Therefore, *LifeTime* prohibits smoking within the Dillsboro Office, all field offices, SNACs and all CAR vehicles. Smoking within 8 feet of any entrance of these facilities is prohibited. *LifeTime* expands the statewide policy to prohibit the use of all tobacco and nicotine products (e.g., e-cigarettes, dip, chew, etc.). The only exception to this policy is the use of nicotine replacement stop-smoking aids that do not emit vapors (e.g., gum, lozenges, inhalers, nasal sprays, or skin patches).

Employees may smoke on the back side of the Dillsboro Office building following the 8 feet rule for both the entrances and the HVAC systems. Smokers should be mindful of the direction of their smoke to ensure it is not being drawn into the HVAC systems. Smokers are expected to dispose of their used cigarettes appropriately.

## Section 5- General Standards of Conduct

### 5-1. CODE OF CONDUCT

*LifeTime* endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. An employee who displays unacceptable conduct, **behavior, or performance issues** may be subject to disciplinary action, up to and including termination, at *LifeTime*'s sole discretion, **as outlined in the Discipline policy**.

The following are examples of some, but not all, conduct which can be considered unacceptable **and may be grounds for disciplinary action (as noted in the Discipline policy), up to and including termination, at *LifeTime*'s sole discretion:**

- **Altering, falsifying or tampering with** records, reports, or information including obtaining employment on the basis of false or misleading information.
- **Consistently submitting late or inaccurate time, mileage, leave requests or leave entries**
- Stealing, **fraud**, misappropriation, removing, tampering with or defacing *LifeTime* property, a client's property or a co-worker's property, and/or disclosure of confidential information.
- **Behavior that negatively impacts *LifeTime*'s reputation or mission.**
- **Inappropriate management of PPI, PHI, or ePHI.**
- **Security or privacy breach or misuse.**
- **Non-compliance with established information security policies and procedures.**
- **Failure to complete required training.**
- Abuse, neglect or exploitation of a client.
- Completing another employee's time records.
- Violation of safety rules and policies.
- Engaging in illegal activity as defined by the law of the municipal, state and federal government.
- Conviction of a felony.
- Immoral conduct or indecency, abusive language.
- Fighting, threatening or disrupting the work of others or other violations of *LifeTime*'s Workplace Violence Policy.
- False, vicious or malicious statements about the agency, an employee, client, or Board Member.
- Failure to follow lawful instructions of a supervisor.
- Unsatisfactory job performance or failure to meet job duties.
- Irregular attendance, habitual lateness, unexcused absences, or leaving work early without permission.
- Loitering, loafing or sleeping on the job.
- Inability to work with others.
- Disregard of one's personal appearance, agency apparel, dress or personal hygiene.
- Gambling on *LifeTime* property.
- Willful or careless destruction or damage to *LifeTime* assets or to the equipment or possessions of another employee or client.
- Wasting work materials.
- Performing work of a personal nature during working time.
- Recurring inappropriate workplace behaviors: poor attitude, inappropriate comments, conversations or gestures, etc. that could result in a harassment claim, lack of respect for supervisor, other employee, or clients, becoming argumentative at group meetings.

- Recurring errors/major mistakes.
- Poor judgment/error in judgment: not placing priority on client, leaving things hanging when leaving for vacation.
- Continuing **insubordination** or problems adhering to or following management instructions despite additional training.
- **Failure to report known compliance issues.**
- Any other violation of *LifeTime* policy **or procedures.**

Obviously, not every type of misconduct can be listed. ***LifeTime* has additional policies and procedures that also address conduct; for example, conduct as it relates to financial management, privacy and security, etc.**

## **5-2. DISCIPLINE**

***LifeTime's* discipline policy and procedures aim to maintain a professional and productive work environment, ensuring all employees adhere to *LifeTime's* standards of conduct and performance and are designed to improve and prevent a recurrence of unacceptable conduct, behavior or performance issues.**

Note that all employees are employed at-will, and *LifeTime* reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. *LifeTime* will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, *LifeTime* will endeavor to utilize progressive discipline, as outlined below, while reserving the right in its sole discretion to terminate an employee at any time for any reason. **The level of discipline will be based on the severity (impact, significance, consequences) and/or number of violations. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling or training, the employee's work record, and the impact the conduct, behavior and/or performance issues have on the organization.**

**Informal Discussion** - Any informal instructional conversation with the employee, which can be used when the employee needs to be advised of:

- an issue that has not been previously addressed; unless the issue has significant impact/consequences, this is generally the first step.
- a minor issue(s) that has been addressed but did not occur again for an extended period of time.

***Procedures for Informal Discussion*** - During an Informal Discussion, the supervisor will discuss the nature of the issue with the employee and clearly describe expectations and steps the employee must take to improve or resolve the issue. The supervisor will keep a record of the discussion, along with any relevant documentation.

**Formal Discipline** - Formal Discipline is required when an issue is more severe than something that can be addressed with an Informal Discussion or when an Informal Discussion does not correct an issue and additional encouragement and/or instruction to understand correction is needed. Formal Discipline is documented on a Discipline Notice and, depending on the nature of the issue, may or may not include a Performance Improvement Plan. Formal Discipline is an indication that improvement must occur within a certain timeframe or further discipline will follow. Below are the 3 types of Formal Discipline:

- **Verbal Counsel** - A formal disciplinary conversation, which are generally used for:
  - offense previously addressed informally
  - offense that has a greater than minimal impact/consequence
- **Warning** - A clear declaration that a change must occur to avoid further discipline, which

are generally used for:

- offense previously addressed with little or no improvement
- offense that has a moderate to significant impact or consequence
- **Warning with Suspension** - Suspensions are generally used:
  - to emphasize the seriousness of the offense
  - to allow for a “cooling off period”
  - pending the outcome of an investigation.

**Performance Improvement Plan** - Used to help an employee understand exactly what the expectations are or what correction needs to occur and the steps the employee needs to take to accomplish improvement. The plan can be simple or more involved/complex based on the severity of the issue. Performance Improvement Plans are attached to the Discipline Notice.

**Termination** - Generally used for severe misconduct, gross negligence, repeated violations despite warnings, or failure to comply with the Performance Improvement Plan. Termination decisions will be made in accordance with applicable laws and after careful consideration by management. Termination can occur when:

- the violation occurs again or the employee fails to improve performance, correct behavior or meet minimum requirements, and previous disciplinary action states that further disciplinary action up to and including termination will be enforced.
- it is warranted by the significance of the issue i.e., involves significant harm to a client or the company.

**Procedures for Formal Discipline** - The supervisor may choose the level of discipline based on the severity and/or number of infraction(s), and should refer to the supervisor's procedures in the Office Procedures Manual for additional information. All active Discipline Notices and Performance Improvement Plans will be considered when further discipline is required. How long a notice is active will be decided at the time Disciplinary Notice is given. Below are the steps that should be followed:

- Before initiating any formal disciplinary action, a thorough investigation will be conducted to gather relevant facts and evidence. The supervisor will meet with the employee to review the issue and will give the employee an opportunity to provide their perspective.
- If, during the investigation process, the supervisor determines it is best for the employee to be terminated, the supervisor will discuss the issue with the Program Director (or Executive Director if they are not available). If they determine that the employee will be terminated, the supervisor must complete a Termination document, rather than a Discipline Notice and forward it to the Program Director for review. The Program Director will then forward it to the Executive Director for review and approval. This document is placed in the employee's personnel file; however, the employee does not sign nor do they receive a copy of the document.
- Once the investigation is complete and the supervisor determines the employee needs to receive formal discipline, the supervisor will complete a Discipline Notice and forward it to the Program Director (or Executive Director if they are not available) for review. The Program Director will then forward it to the Executive Director for review and approval.
- The supervisor will meet with the employee to review the Discipline Notice: the details of the issue, expectations for improvement, the date the outcome must be achieved by and consequences should the issue occur again.
- If the employee is placed on a suspension, they are typically placed on unpaid leave. If the employee is found to have not been in the wrong, the employee will be retroactively paid for the time on suspension.
- If the employee is suspended pending an investigation, the suspension could be paid

depending on the situation.

- To ensure compliance with the Fair Labor Standards Act (FLSA) Safe Harbor Act, full-day unpaid suspension of salaried/exempt employees may only be issued for serious workplace safety or conduct issues.
- If the employee is issued a Performance Improvement Plan with the Discipline Notice, the supervisor will discuss the specific tasks/activities that must occur within a set time period and a schedule for periodic review/follow up. The supervisor will add notes to the PIP after each periodic review/follow up.
- The employee will be required to sign copies of all Discipline Notices and Performance Improvement Plans, attesting to their receipt and understanding of the corrective action discussed and/or outlined in the document(s) and will receive a copy of all Discipline Notices and Performance Improvement Plans.
- All completed documentation (Discipline Notice, Performance Improvement Plan and any relevant attachments) will be placed in the employee's personnel file.
- Under most circumstances, if there is not sufficient improvement over a two (2) week period, a supervisor may apply the next level of discipline.

**Supervisors can refer to the supervisor's information in the OPM for additional information.**

### **5-3. CONFIDENTIALITY**

*LifeTime* is committed to the protection of all Confidential Information (CI). This includes, but is not limited to, *LifeTime's* intellectual property and inventions and Protected Health Information, including electronic information (PHI/ePHI) and Personally Identifiable Information (PII) per HIPAA.

*LifeTime* shall appoint a Confidentiality/Privacy Officer (CO) who is responsible for the development and implementation of policies related to the protection of CI and a Contact Person (CP) who is responsible for receiving complaints related to *LifeTime's* handling of CI and who is able to provide further information about matters covered by *LifeTime's* confidentiality practices.

No *LifeTime* associate, including but not limited to employees, interns, visitors, board members and other volunteers, will disclose any CI belonging to or obtained through their affiliation with *LifeTime* to any person, including but not limited to their relatives, friends, and business associates, unless authorized. This policy is not intended to prevent disclosure where disclosure is required by law.

Client or associate Confidential Information is any information that can be used to distinguish or trace the person's identity and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

Confidential Information includes, but is not limited to:

- Name
- Addresses
- Telephone numbers
- Date of birth
- Email Addresses
- Social Security number
- Driver's license numbers
- Medicaid/Medicare number
- Health or medical information including diagnosis or condition
- Financial information including employee compensation
- Information regarding client care plans

- Information regarding current or former employees with the exception of name, title, business contact information, and dates of employment
- Information regarding lifestyle, living arrangements, family situation, or any other personal circumstance
- Identifying Information of donors who have requested anonymity

Training on the handling of CI will be provided based on the associate's authority to access and/or release information.

If any associate observes mishandling of CI, s/he must report this immediately to the CO or CP or the designated alternate. Names of the CO and CP and the alternate are posted in public areas of the main office and may be requested by contacting your supervisor or contact person if not an employee.

Any violation of the Confidentiality Policy by an associate will be cause for immediate disciplinary action, up to and including termination. Violations of the Confidentiality Policy include:

- Obtaining or seeking to obtain information that the associate does not need to know
- Sharing Confidential Information to anyone who has no right to access such information
- Discussing Confidential Information in public areas, at or outside of work environment, where other individuals can overhear.

Refer to the following documents for more in-depth procedures associated with confidentiality: **HIPAA Privacy, Compliance and Security Manual**, Confidentiality Practices – Handling of CI and Confidentiality Practices – Complaints & Violations.

#### **5-4. CONFLICT OF INTEREST AND BUSINESS ETHICS**

It is *LifeTime's* policy that all employees avoid any conflict between their personal interests and those of *LifeTime*. The purpose of this policy is to ensure that *LifeTime's* honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of *LifeTime*.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include, but are not limited to:

- A familial relationship among an employee and individual directly served by that employee in a Case Management or Options Counseling capacity.
- Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with *LifeTime*, by any employee who is in a position to directly or indirectly influence either *LifeTime's* decision to do business, or the terms upon which business would be done with such organization;
- Holding any interest in an organization that competes with *LifeTime*;
- Other employment that would interfere with the efficient performance of the employee's duties, performance of duties which should be performed as part of their employment with *LifeTime*, or that occurs during the employee's regular or scheduled working hours with *LifeTime*;
- Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with *LifeTime* or which competes with *LifeTime*; and/or
- Profiting personally, e.g., through gifts, tips, commissions, loans, expense reimbursements or other payments, from any organization, individual or client that has or is seeking a



business relationship with *LifeTime*.

A conflict of interest would also exist when a member of an employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value that are equally available to all employees.

Any employee accepting a gift or gratuity may be expected to demonstrate that the acceptance was in the bounds of professional or acceptable behavior.

It is your responsibility to report any actual or potential conflicts that may exist between you (and/or your immediate family) and *LifeTime* to the HR Manager, who will consult with the supervisor, Director, and Executive Director to determine whether a conflict exists and/or make a recommendation to have the situation reviewed by the Board of Directors.

Refer to the Corporate Conflict of Interest Policy **and the HIPAA Privacy, Compliance and Security Manual** for additional information. On an annual basis, Directors must receive and acknowledge the Corporate Conflict of Interest Policy.

#### **5-5. PUNCTUALITY AND ATTENDANCE**

Employees are hired to perform important functions at *LifeTime*. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on fellow employees and supervisors. We expect excellent attendance from all employees. Excessive absenteeism or tardiness will result in disciplinary action up to and including termination.

We do recognize, however, there are times when absences and tardiness cannot be avoided. In unplanned circumstances, employees are expected to notify the supervisor stating the reason for any absence or tardiness and its expected duration. Failure to notify the supervisor will be regarded as an unexcused absence. Asking another employee, friend or relative to give this notice, unless in an emergency situation, is improper and constitutes grounds for disciplinary action. Office employees are required to notify the supervisor within a reasonable amount of time before their shift begins, so that a backup plan can be discussed and implemented. Positions that require back-up coverage (e.g., CAR Call Center Representatives, Drivers) may be required to notify the supervisor earlier and should refer to their position manual for additional information.

Supervisors can choose whether they allow their employees to notify them of absences and late arrivals through text/email messages. If the supervisor does not allow their employees to send text/email messages for this purpose, employees are expected to call their supervisor. If an employee is unable to reach the supervisor through the approved method, they should attempt to notify someone else, i.e., the supervisor's assistant or their supervisor's supervisor. However, as a last resort, if no one is available, the employee may email the HR Manager at [personnel@lifetime-resources.org](mailto:personnel@lifetime-resources.org) with details regarding the reason for the absence, any backup planning that needs to be considered, an estimated length of their absence and a contact number where they can be reached.

Unreported absences of 3 consecutive workdays may be considered a voluntary resignation of employment with *LifeTime*.

## 5-6. EMPLOYEE DRESS AND PERSONAL APPEARANCE

The appearance our employees significantly contributes to the impression we make on the public and the overall work atmosphere. Therefore, proper attire is essential for all employees to maintain. Your attire should complement an environment that reflects an efficient, orderly, and professional operating organization. It is expected that you arrive at work well groomed, clean, and dressed appropriately for the requirements of your position. Non-office employees should refer to their position manuals for information regarding their dress code. Office employees should refer to the Dress Code policy below.

If you are uncertain about the appropriateness of your attire, consider whether it presents a professional image. Employees are encouraged to seek advice and assistance from their supervisor in interpreting this policy.

Supervisors are responsible for consistently enforcing this policy. They will monitor the dress of their employees, enforce the established guidelines, make judgment calls on issues not addressed, and take disciplinary action if needed. When necessary, employees will be counseled on what they need to change in order to comply, which may include being asked to leave until the issue is corrected. The consequences should another incident of non-compliance occur will also be explained.

Exceptions to this policy may be requested by individuals who require special accommodations due to religious, medical or other reasons.

### Dress Code for Office Employees

We recognize the benefits of casual business attire, such as its positive impact on morale, work quality, communication, and productivity and therefore have a casual, yet professional, dress code. While jeans are allowed, employees should consider their audience and dress appropriately for any meetings or occasions. *LifeTime Resources* and *Catch-A-Ride* logo shirts may be worn anytime.

The following attire is unacceptable:

- Shirts or tops of dresses that are tank tops, off-the-shoulder tops, tube tops and halter-tops, unless they are adequately covered by a cardigan, jacket, or blouse
- Midriff length tops
- Clothing that excessively reveals body parts, plunging neck lines that reveal cleavage, sheer or semitransparent clothing, etc.
- Undergarments worn as outerwear or exposed undergarments
- Any style of pants that are above the bottom of the knee when standing, any style of skirt/dress that is shorter than a length that falls mid-thigh when standing.
- Leggings are only acceptable when worn with a tunic style top or dress that falls below the bottom of the fingertips.
- Jeans that are ripped or have holes in the knees/thighs, cargo pants, carpenter or painter pants, bib overalls
- Shirts with a logo or writing (other than one of *LifeTime's* logos).
- Sweatshirts and tee shirts (plain or pocket). Holiday sweaters and crew neck sweatshirts are allowed during the appropriate season.
- Sweat suit, spandex, athletic, and exercise style clothing
- Any clothing with a camouflage pattern
- Clothing that is dirty, stained or in ill-repair
- Clothing or tattoos (unless covered) that are offensive in nature. Offensive is defined as vulgar, sexually explicit, gang-related or controversial.

- Facial piercings (eyebrow, nose, lip, tongue, etc.) with the exception of clear studs. Small, non-clear studs or small hoops are allowed in the nose.
- Gauged earrings larger than 00g (10mm). One gauged earring 00g or smaller is allowed.
- Sandals intended for casual wear (e.g., rubber style flip flops that could be considered beach or play wear, croc style rubber shoes/clogs), athletic gym shoes (e.g., sneakers, tennis shoes, etc.). Office employees should refer to the examples of shoes located in the Office Procedures Manual for additional clarification.

## **5-7. OFFICE CELEBRATIONS AND DECORATIONS**

*LifeTime* prides itself in maintaining a positive work environment that is considerate and inclusive of all employees. While it is important to recognize and celebrate certain occasions, the following guidelines are intended to promote consistency in doing so, recognizing that employees have different workplace locations (limiting their ability to participate in certain functions), cultures, and beliefs.

- Birthdays, company anniversaries, promotions, etc. are recognized in the company-wide Agency Update in order to avoid greater, individualized celebrations for some when it may not be possible for all.
- Memorials are handled by the HR Manager, upon notification of a death from the employee's immediate supervisor. Refer to the Supervisor section of the Office Procedures Manual for more information.
- Gifts/Flowers for special occasions such as weddings, childbirth, etc. are handled by the employee's immediate supervisor. Refer to the Supervisor section of the Office Procedures Manual for more information.
- Anyone that chooses to take up a collection for a gift or memorial in addition to what *LifeTime* will provide, must make the opportunity to participate available to at least all employees in the respective program, but make it clear that participation is optional.
- Acceptable vendor gifts and/or food received should be shared with all employees, to the extent possible, or fairly distributed
- Food left over from meetings/events should be shared with all employees, to the extent possible.
- On occasion, it is acceptable to bring food to the office. However, it should be shared with all available employees, to the extent possible, to avoid division among programs or employees.

Decorations must be safe (e.g., not a trip, fire, or health hazard), tasteful and considerate of varying cultures and beliefs, and used in moderation, without inhibiting or disrupting operations. *LifeTime* will form a committee responsible for decorating common areas (front foyer, hallways, meeting rooms, library, and breakroom) and employees may decorate their own office or cubicle, provided it is done on their own time, such as before or after their scheduled work time or during a lunch break.

Refer to the Office Building Related Information in the Office Procedures Manual for more information.

## **5-8. OPEN COMMUNICATION**

*LifeTime's* expectation is that all employee communication will be truthful, ethical, positive and effective. We encourage open communication both with management and among co-workers to develop trust in one another and create a positive and productive working environment that supports a culture of mutual respect. All employees have a responsibility to model the open communication policy. Managers are expected to create an open and supportive environment where employees feel comfortable sharing concerns

### **Open Communication with Management**

Effective communication with management ensures important information and feedback reaches management, providing them with valuable insight into possible problems with existing policies, procedures and decisions and allowing the opportunity to make improvements, discuss ideas or suggestions, address concerns and explain the reasoning behind our policies, procedures and decisions.

Employees are expected to bring concerns with management to their supervisor. If their concern involves their supervisor or the employee believes their supervisor is not responding appropriately s/he may speak with any higher-level manager in his or her reporting hierarchy up to the Executive Director. Concerns involving the Executive Director may be reported to the HR Manager who will contact the Personnel Committee for guidance.

### **Open Communication with Co-Workers**

All employees are encouraged to give positive and constructive criticism to each other. When an employee is being distracted, bothered or annoyed by another employee, the employee is expected to resolve the problem by politely telling their co-worker what is bothering them. Both employees should keep an open mind, try to understand the other person's point of view and work together to resolve the concern.

Keep in mind, not every problem can be resolved to everyone's total satisfaction. However, we believe that honest open communication and listening to each other will build confidence among employees and management and help make *LifeTime* a great place to work.

If an issue is not resolved through the open communication process, employees may file a formal complaint as explained in the Formal Complaint policy found later in this handbook.

In summary, each employee is accountable for the effectiveness of their own communication. We all benefit tremendously when employees exercise their power to prevent problems or wrongdoing by asking the right questions or providing the right suggestions at the right time. Employees who choose to inappropriately share concerns may be disciplined for not following this policy.

## **5-9. DEALING WITH PERSONAL MATTERS DURING WORK HOURS**

Management understands and expects that employees will need to deal with personal matters during work hours from time to time. However, these actions can impact an employee's work productivity, as well as the work productivity of their co-workers. Therefore, employees should be conscious of the amount of time spent dealing with personal matters. This policy applies to verbal and electronic communications (e.g., personal visits, phone calls, emails, text messaging and the use of smart watches).

Below are guidelines to follow:

- Do not allow personal matters to affect the quality or quantity of your work.
- Use common sense when discussing personal matters. Do not be disruptive to others and reserve intimate details for non-work hours. Never use language that is obscene, discriminatory, offensive, prejudicial or defamatory in any way (e.g., as jokes, slurs and/or inappropriate remarks regarding a person's race, ethnicity, sex, sexual orientation, gender identity, religion, color, age or disability).
- Limit personal visits/phone calls/text messages/emails during working hours to those required for emergency situations or those that cannot be handled outside of business hours.

- When possible, personal visits/calls/text messages/emails should occur during your lunch break.
- Frequent or lengthy visits or phone calls are not acceptable.
- Do not use work time to conduct personal social media activities.
- Personal cell phones generally should not be used for business-related purposes unless a business-provided phone is not available. Confidential information should NEVER be sent via text.
- Turn off ringers or change ringers to "mute" or "vibrate" during trainings, conferences, meetings, while meeting with clients, and when sharing a workspace with others.
- The use of cameras on cell phones during work time for nonwork-related matters is prohibited to protect the privacy of the employer, coworkers and clients.

#### **5-10. SOLICITATION AND DISTRIBUTION**

To avoid distractions, solicitation by an employee of another employee is prohibited while either employee is on work time. "Work time" is defined as the time an employee is engaged, or should be engaged, in performing his/her work tasks for *LifeTime*. Solicitation of any kind by non-employees on *LifeTime* premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature (with the exception of resources that are appropriate to add to our ADRC library) of any kind in working areas of *LifeTime* is prohibited at all times. However, we do allow employees to place items in the break room for products being sold by their children or grandchildren for school projects or fundraisers. Employees may post advertisements of independent sales products on the bulletin board in the break room or on *LifeTime*'s LTR Breakroom Facebook group page during breaks or outside of office hours.

#### **5-11. CLIENT/EMPLOYEE RELATIONSHIPS**

Employees, who have a personal relationship with a client outside of work, must recognize that this could be viewed as doing business for *LifeTime*. Therefore, we ask that employees use good judgment when making decisions to have client/employee relationships outside of work and caution against assistance with banking, bill paying or other financial transactions.

#### **5-12. HARASSMENT/INTIMIDATION/RETALIATION**

It is *LifeTime*'s policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, religion, national origin, age, disability or handicap, marital status, veteran status, sexual orientation, gender identity, pregnancy, genetic information, arrest record or any other characteristic protected by applicable federal, state or local laws. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual. Harassment becomes unlawful where:

- Enduring the offensive conduct becomes a condition of continued employment, or
- The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

In addition, employees and applicants will not be subjected to harassment, intimidation or any type of retaliation because they have:

- filed a complaint;
- assisted or participated in an investigation, compliance review, hearing or any other activity related to the administration of any federal, state or local law requiring equal employment opportunity;
- opposed any act or practice made unlawful by any federal, state or local law requiring equal opportunity; or

- exercised any other legal right protected by federal, state or local law requiring equal opportunity.

If an employee feels they have been subjected to conduct which violates this policy, he or she should immediately report the matter to the employee's supervisor according to the Formal Complaint/Reporting Illegal or Dishonest Activity policy. Violations of this policy, regardless of whether an actual law has been violated, will not be tolerated. *LifeTime* will promptly, thoroughly and fairly investigate every issue that is brought to its attention in this area and will take immediate corrective action to stop harassment and prevent it from recurring. Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination. All employees must cooperate with all investigations.

**Refer to the HIPAA Privacy, Compliance and Security Manual for additional information.**

### **5-13. SEXUAL HARASSMENT**

It is *LifeTime's* policy to prohibit harassment of any employee by any supervisor, employee, customer or vendor on the basis of sex, gender, or sexual orientation. The purpose of this policy is not to regulate personal morality within *LifeTime*. It is to ensure that at *LifeTime* all employees are free from sexual harassment. While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about one's own or someone else's sex life, or teasing or other conduct directed toward a person because of their gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If the employee feels they have been subjected to conduct which violates this policy, the employee should immediately report the matter to the employee's supervisor according to the Formal Complaint/Reporting Illegal or Dishonest Activity policy. Violations of this policy, regardless of whether an actual law has been violated, will not be tolerated. *LifeTime* will promptly, thoroughly and fairly investigate every issue that is brought to its attention in this area. Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

### **5-14. DRUG-FREE AND ALCOHOL-FREE WORKPLACE**

To help ensure a safe, healthy and productive work environment for our employees and others, to protect *LifeTime* property, and to ensure efficient operations, *LifeTime* has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for *LifeTime*. CAR Drivers should refer to the Zero Tolerance Drug & Alcohol Testing Policy for additional public transportation requirements.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances, drug paraphernalia or alcohol by an individual anywhere on *LifeTime* premises, while on company business (whether or not on *LifeTime* premises) or while representing *LifeTime*, is strictly prohibited. Employees and other individuals who work for *LifeTime* are also prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact the employee's ability to perform their job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the

employee or individual to report to work. However, this does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a positive drug test, to the extent the employee is subject to any drug testing requirement, to the extent permitted by and in accordance with applicable law.

Violation of this policy will result in disciplinary action, up to and including termination.

*LifeTime* maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs or jeopardizes the health and safety of any *LifeTime* employee, including themselves.

Employees must notify *LifeTime* within 5 calendar days if they are convicted of a criminal drug violation in the workplace. Within 10 days of such notification or other actual notice, *LifeTime* will provide written notice to any contracting state agency and the Indiana Department of Administration of such conviction.

All employees are hereby advised that full compliance with the foregoing policy shall be a condition of employment at *LifeTime*. Any employee who violates the foregoing drug-free workplace policy described above shall be subject to discipline up to and including immediate termination.

In the discretion of *LifeTime*, any employee who violates the drug-free workplace policy may be required, in connection with or in lieu of disciplinary sanctions, to participate to *LifeTime*'s satisfaction in an approved drug assistance or rehabilitation program.

#### **5-15. FORMAL COMPLAINT/REPORTING ILLEGAL OR DISHONEST ACTIVITY**

Any employee has the right to file a complaint and report illegal or dishonest activity with *LifeTime*. Every complaint, including perceived harassment, discrimination, retaliation, illegal and/or dishonest activity will be fully investigated, and corrective action will be taken where appropriate according to the procedures outlined below. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations.

- Any complaint from an employee will initially be discussed verbally with the employee's immediate supervisor within 2 consecutive working days of the incident.
- If the person toward whom the complaint is directed is the employee's immediate supervisor, the employee should contact any higher-level manager in his or her reporting hierarchy.
- Harassment or Discrimination Complaints or Illegal or Dishonest Activity:
  - If the employee is unable for any reason to contact their supervisor or if the employee has not received a satisfactory response within 5 business days after reporting, the employee should contact the HR Manager or Executive Director.
  - The supervisor must notify the HR Manager and the Executive Director who will handle the complaint from that point forward.
- If the complaint is not for harassment, discrimination, or to report illegal or dishonest activity, the supervisor must investigate the complaint, document their findings and respond to the employee's complaint within 2 consecutive working days.
- If the employee is not satisfied as a result of the discussion, the employee shall present full particulars, in writing, to their supervisor within 5 consecutive working days. This will serve

- as notice of a complaint.
- Upon receipt of the complaint, the immediate supervisor will:
  - Forward a copy of the complaint must also be forwarded to the HR Manager, who will be in charge of tracking the complaint from the time it is initiated to the time of final resolution, assuring that all steps are followed according to procedure and all documents pertaining to the complaint have been filed/distributed appropriately.
  - Resolve the complaint with the employee within 10 consecutive working days.
    - If the complaint is resolved within 10 consecutive working days, a written resolution will be given to the employee and a copy forwarded to the HR Manager.
    - If the matter is not resolved within 10 consecutive working days, a copy of the complaint will be forwarded to the Executive Director. If the Executive Director is the employee's immediate supervisor, the grievance will be forwarded to the Chairman of the Board Personnel Committee who will follow the appropriate instructions below.
- Upon receipt of the complaint, the Executive Director will have 5 consecutive working days to confer with the employee and the immediate supervisor to try and resolve the complaint.
  - If the complaint is resolved within 5 consecutive working days, a written resolution will be given to the employee and a copy forwarded to the HR Manager.
  - If the matter is not resolved within 5 consecutive working days, a copy of the complaint will be forwarded to the Chairman of the Board Personnel Committee.
- Upon receipt of the complaint, the Board Personnel Committee will conduct a hearing within 10 consecutive working days. The employee and immediate supervisor have the right to attend and/or be represented at the hearing to state their concerns.
- The findings of the Board Personnel Committee will be reported to the Board of Directors at their next regular meeting, if not sooner, at which time the Board will take final action on the complaint. Written resolution will be given to the employee and a copy forwarded to the HR Manager for filing/distribution.
- Any unresolved complaints will be handled by the appropriate Federal, State or local agency.

If the employee does not follow the above-stated procedures, the issue(s) will not be considered as a formal complaint.

## **5-16. WHISTLEBLOWER**

A whistleblower as defined by this policy is an employee of *LifeTime* who reports an activity that he/she considers to be illegal or dishonest to one or more of the parties specified in this Policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures.

Examples of illegal or dishonest activities are violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If an employee has knowledge or a concern of illegal or dishonest fraudulent activity, the employee is to contact his/her immediate supervisor, the HR Manager or the Executive Director. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

Whistleblower protections are provided in two important areas: confidentiality and against retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained.



However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. *LifeTime* will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes he/she is being retaliated against must contact the HR Manager immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

Defend Trade Secrets Act (DTSA) Compliance: "Immunity from Liability for Confidential Disclosure of a Trade Secret to the Government or in a Court Filing:

- Immunity—An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
- Use of Trade Secret Information in Anti-Retaliation Lawsuit—An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual—(A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order."

Employees with any questions regarding this policy should contact the HR Manager.

## **5-17. INSPECTIONS**

*LifeTime* reserves the right to require employees while on *LifeTime* property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on *LifeTime* or client property, and work areas. This includes lockers, vehicles, desks, cabinets, workstations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to *LifeTime* or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

## Section 6 - Safety

### 6-1. SAFETY

The safety of employees and others on *LifeTime* property are of critical concern to *LifeTime*. *LifeTime* intends to comply with all health and safety laws applicable to our business, ensuring that it is free from any recognized or known potential hazards. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on *LifeTime*'s premises, facility, piece of equipment, process or business practice for which *LifeTime* is responsible should be brought to the attention of management immediately.

Periodically, *LifeTime* may issue rules and guidelines governing workplace safety and health. *LifeTime* may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident.

#### **Portable Electronic Device Use While Driving**

*LifeTime* does not expect its employees to engage in work—other than driving—while operating a vehicle. IC 9-21-8-59, prohibits a person from holding or using a “telecommunications device” while operating a moving motor vehicle. While the Indiana Code does not prohibit the use of hands-free devices, research indicates cell phone use while driving is dangerous, and may even approach the equivalent risk of driving while intoxicated. As such, *LifeTime* prohibits employee use of Portable Electronic Devices such as cellular phones (with or without hands-free devices), tablets, personal digital assistants, etc. while driving. This includes but is not limited to receiving or placing calls, text messaging, internet searches, receiving or responding to email, checking phone messages, or inputting GPS route data or system settings. If it is necessary to use portable electronic devices, employees must park their vehicle in a safe location prior to use.

This policy applies to all *LifeTime* employees and to all work-related communications, regardless of whether the communication is conducted in a personal vehicle or on a personal cell phone. Any *LifeTime* employee violating this policy will be subject to discipline, up to and including termination.

Additional information for CAR Drivers can be found in the Driver's manual.

#### **Employee Safety Responsibilities**

It is the responsibility of employees of *LifeTime* to perform their duties in a safe manner in order to prevent injury to themselves and others.

As a condition of time spent with the organization, employees *must* become familiar with, observe and obey *LifeTime*'s rules and policies for health, safety and preventing injuries at work. Additionally, employees **MUST** learn the approved safe practices and procedures that apply to their work and should refer to their position manuals for safety practices and procedures specific to their position.

Before beginning special work or new assignments, an employee should review applicable and

appropriate safety rules. If an employee has any questions about how a task should be done safely, they are *not* to begin the task before discussing the situation with a supervisor. Together, they will determine the safe way to do the job. If after discussing a safety situation with a supervisor, an employee still has questions or concerns, they are required to contact their program director.

*NO EMPLOYEE IS EVER REQUIRED* to perform work that they believe is unsafe or that they think is likely to cause injury or a health risk to themselves or others.

## **6-2. INCLEMENT WEATHER AND EMERGENCY GUIDELINES**

*LifeTime's* highest priority is to ensure the safety of our employees and the individuals we serve. It is our policy to remain open and/or continue services as usual, so long as we are able, and it is safe to do so. However, we will follow the policies below when inclement weather and/or an emergency situation pose a hazard that requires employees to take shelter, evacuate a building and/or require a work site(s) and/or service(s) be closed or canceled. Housing, Nutrition and CAR employees should also refer to their specific program/position procedures for additional information regarding Inclement Weather and Emergency Situations.

Inclement weather is defined as any unusual or severe weather conditions which can impact *LifeTime's* regular day-to-day operations, work sites, services and/or an employee's ability to travel safely.

An emergency is defined as a serious, unexpected, and often dangerous situation. Inclement weather may, at times, also be considered an emergency situation.

In order to proactively prepare for emergency situations:

- Employees should familiarize themselves with the location of emergency exits, fire alarms, and tornado shelters.
- A reminder will be sent to all employees to review this information annually in November to prepare for winter weather and in March to prepare for Tornadoes.
- *LifeTime* will conduct tornado and fire drills annually, in March & May, respectively.
- Catch-A-Ride will conduct a tornado drill annually, in March.
- The following employees have been designated as Emergency Evacuation Representatives for the Dillsboro office:
  - Michelle Guidice, Kim Habel, Kelly Barlow, Sarah Kuntz, Mia Hofstetter and Jamie Brown.
  - Their role is to actively participate in the annual drills and ensure that their areas within the Dillsboro building are completely evacuated during an emergency

In all emergency situations, employees should:

- Stay calm and think through your actions.
- Evacuate any unsafe area and take shelter if necessary
- Do not hesitate to alert others around you of an emergency situation
- Call 911 if you witness a fire, injury, or other dangerous situation
- When evacuating or taking shelter, if it is safe to do so, take your company-issued electronic communication device (laptop, tablet, or iPhone) with you to ensure you can continue to receive communications/notifications from *LifeTime* and/or the National Weather Service.

### **Severe Thunderstorm/Tornado**

When severe thunderstorms with the potential for tornadoes are predicted, employees should be aware of the weather within the county they live and/or work in.

All employees will be set up to receive weather notifications. Company issued tablets and iPhones have a weather app installed with notifications turned on. Employees are not permitted to turn these notifications off. Employees who are issued a Surface Pro will receive weather notifications via email. All notifications are set up to send alerts for all counties we operate in. Employees who do not have access to a company issued tablet or iPhone may choose to download a weather app (i.e., Storm Shield) on their personal cell phone in order to receive weather notifications when they do not have easy access to their email. The employee will need to ensure notifications are turned on to receive weather notification alerts.

Weather notifications are specific to each individual county, therefore when severe thunderstorms with the potential for tornadoes are predicted, employees are expected to use these devices and weather notifications to be aware of the weather for the county they are located in and/or traveling to at the time of the notification and determine when it is necessary to take shelter as noted below.

Employees who drive regularly should:

- Have a map or GPS available to determine alternate routes to safety when driving.
- Be mindful of shelter options (businesses, churches, fire departments, etc.) along various parts of the route, should evacuation be necessary.

Tornado WATCH issued for the county the employee is in:

- Stay alert and watch/listen for additional notifications that change the watch to a warning.
- Be prepared for a sudden change in weather conditions and be alert for the appearance of violent wind, rain, hail, lightening, or a funnel cloud. Severe thunderstorms can have brownish, green, or yellow clouds. Large hail signals you are near the path of a storm in which a tornado would occur. Before a tornado hits, the wind may die down and the air may be very still. Tornadoes generally occur near the trailing edge of a thunderstorm. The sound of a tornado is like that of a freight train.

Tornado WARNING issued for the county the employee is in:

- Remain calm and encourage others to do the same.
- Shelter immediately and guide any guests, passengers, clients, residents, etc. to do the same.
  - Ensure you take your company issued electronic communication device with you, if possible, to allow for further communication, as necessary.
  - Employees located in the Dillsboro Office Building should shelter according to the Tornado Shelter Maps located throughout the building.
    - Do not open windows.
    - Close all doors as the last person passes through.
    - Large groups of guests who are meeting in the Dillsboro Office Building Conference Room or Board Room will shelter in the hallway outside the Conference Room. A LifeTime representative should shelter with them.
    - If time permits, CAR Driver Supervisors will text drivers that the office is taking shelter.
  - Employees in any other location should seek shelter in a sturdy, well-constructed building.
    - Move to the interior lowest level or basement of the building away from windows and doors. Small interior rooms, bathrooms, and windowless interior hallways that are away from exterior doors offer the best protection if there is no basement.
    - Put as many walls between you and the outside as possible.

- Sit down on the floor and if possible, get under a table or desk and use your arms to cover your head and neck and instruct others with you to do the same.
- If there is no advance warning of a tornado and you have no time to get to a tornado shelter room, kneel or sit down under a desk pulling your chair in towards you for protection or against an interior wall and cover your head and neck with your hands and arms.
- Employees who are driving when the warning is issued:
  - Do not try to outrun a tornado.
  - Avoid taking shelter under an overpass. Strong winds can cause damage to the structure and cause it to collapse.
  - If possible, exit the vehicle and seek shelter in a sturdy, well-constructed building or a low-lying ditch or ravine.
  - If there's no time to exit the vehicle to get to a safe location, stay in the vehicle, keep seat belts buckled, lower your head below the windows and place arms over the neck and head to guard against injuries. Cover with a jacket or blanket if possible.
  - Contact your supervisor to provide an update regarding your situation, when time permits.
- Employees should take note of all individuals in the tornado shelter room with them so that they are capable of reporting that information, if necessary.
- Remain in the tornado shelter room until the tornado warning is over and/or you receive an all-clear announcement.

After a Tornado Touchdown, Damage, or Injury:

- Before leaving the shelter or the immediate area, if out in the open, monitor the local sky for a few minutes in the direction the tornado came from to determine whether a second tornado is following the first.
- Supervisors and any employee that is responsible for other individuals at the time of the tornado, (e.g., Property Managers, SNAC Coordinators, Case Managers, Options Counselors, CAR Drivers, etc.) must account for all individuals actively involved in the situation, check for injuries and provide first aid if needed. Obtain medical attention if needed.
- Employees who were driving or not at their assigned workplace location or whose assigned workplace location is not the Dillsboro Office should:
  - Remain alert for continued storm activity, downed power lines, ruptured gas lines or structural damage to trees, buildings, roads and bridges.
  - Check your vehicle or the building you are in for any damages
    - Employees should evacuate any building that is not safe due to storm damage.
  - Immediately update your supervisor of your situation.
  - Complete an Injury, Incident, or Concern form and submit within 24 hours.
    - Detail the event, location, list of passengers, clients, residents involved, any injuries, and actions taken.
- Supervisors will remain available after an emergency situation to ensure:
  - All employees, guests, clients, residents, etc. are accounted for and have received any necessary medical attention and Injury, Incident, or Concern forms are completed, as necessary.
  - Properties, vehicles, equipment, etc. have been checked and damages reported.
  - A plan is in place to resume services and operations as quickly as possible.

**Winter Weather**

When severe winter weather conditions that could potentially cause unsafe driving conditions exist, employees should monitor the Indiana County Travel Status Map on the Indiana Department of Homeland Security website (<https://www.in.gov/dhs/traveladvisory/>) to

determine the county road condition status for the county they live and/or work in. Employees who drive should watch the map throughout the day to determine if continued travel is safe.

Work sites and/or services will continue as usual unless the county road condition status is Red/Warning. A road condition status is the actual condition of the roads throughout the county and indicates whether or not it is safe for the public to travel. These are not the same as weather conditions (e.g., Winter Weather Warning or Blizzard Warning).

We acknowledge the various areas employees reside and the varying comfort levels when driving in severe winter weather conditions. Therefore, if the county road condition status is not Red/Warning, all employees are expected to determine for themselves if travel is safe; management does not make this decision for you.

If work sites are open and/or services are in operation, employees are expected to report to work at their normal time. If an employee determines travel is not feasible, they must follow the procedure for calling in an unexpected absence and will be required to use accrued vacation time (full-time employees may also use personal time) for the day. If the employee has no vacation or personal time, they will be allowed time off without pay.

If work sites are closed and/or services suspended, employees will be paid for the time work sites are closed and/or services are suspended. Employees will enter their hours not worked for the day using the appropriate Oth- code in EWS. A Leave Request is not required when an employee is unable to work due to their county's road condition status being Red/Warning.

If an office is closed because the county road condition status for the county where the office is located is Red/Warning and the status changes to allow non-emergency travel prior to 12 p.m., employees are expected to report to work. If at 12 p.m. the county road condition status for the county where the office is located is still Red/Warning, the office will close for the entire day.

Office employees may be able to work from home in any of the scenarios above and should refer to the Changes to Work Schedule and/or Workplace Location subsection of the Working Hours and Workplace Location policy and discuss the options with their supervisor. However, this option is not intended to be utilized as a mere convenience, but rather an option when there is a true safety concern and must not be abused as it may cause undue burden on those who may have to arrange for last-minute coverage and/or updates to workflows.

Employees responsible for contacting the media, brokers or other contractors can use the documents listed below to notify those affected by an office closure.

- Local News Channel and Radio Station List
- Police Station Contact List
- IT and Building Contacts WiFi and Resource Library Computers
- Sheltered Workshop Contact List

Catch-A-Ride and Nutrition employees should refer to their position manuals for additional winter weather procedures, which address eliminating a route or closing a site.

### **Fire Emergency**

- Employees who witness a fire within a building where the fire alarm is not yet sounding should immediately alert other individuals in the area and evacuate the building as quickly as possible, pulling any fire alarm along the way.

- When a fire alarm is sounding, employees must immediately evacuate the building, ensuring that assistance is provided to other employees, guests, clients, residents, etc. as long as it is safe to do so.
- Do not retrieve personal belongings except for the best means of communication (e.g., company-issued electronic communication device: cell phone, tablet, Surface Pro, etc.) if it is possible to do so quickly and safely.
- All doors should be closed as the last person passes through.
- Employees are NOT expected to fight fires. However, if the situation allows, without risk of danger, employees may choose to locate the nearest fire extinguisher and follow these guidelines:
  - P = PULL the safety pin
  - A = AIM the nozzle at the base of the fire
  - S = SQUEEZE the operating lever
  - S = SWEEP side to side covering the base of the fire
  - When using a fire extinguisher, all employees in the vicinity must always stay between the fire and an exit, staying low and backing away when the fire is extinguished.
  - If the fire is too hot or too smoky, employees are encouraged to evacuate immediately, discarding the fire extinguisher.
- If an employee knows the location of the fire, they should notify the emergency response personnel.
- Those who have evacuated should gather together in a safe area.
- If the fire is within the Dillsboro Office building
  - Upon exiting the building, all employees should report to the front of the building by the light pole.
  - If the front of the building is not a safe location, employees should report to the rear of the building, by the back fence.
  - Once outside, the Emergency Evacuation Representatives will assist supervisors in taking a head count to ensure all employees have evacuated. If an employee is missing, immediately report it to the first available emergency response personnel.
  - CAR Driver Supervisors will notify drivers via text that the office is being evacuated.
  - In the event of inclement weather during an emergency evacuation, *LifeTime* will arrange for all personnel to move to shelter.
- The order to re-occupy the building will be issued by emergency response personnel.

### **6-3. DISASTER PLAN**

It is the goal of *LifeTime* to cooperate in every way possible with the Red Cross, Civil Defense and other authorities in the event of a local or national emergency.

*LifeTime*'s expertise in assisting in an emergency or disaster situation would include: assessment of needs, transportation (use of vehicles), identifying frail homebound older persons who may need assistance, and sensitivity in helping older persons cope with the emergency situation.

*LifeTime* employs approximately 95 people, and they may be called upon at any time to work in an emergency/disaster, particularly to aid older persons and ensure that services continue.

#### **Disaster Preparedness**

At least annually, various employees receive some type of training which could be useful in an emergency/disaster situation. These in-service trainings include such topics as CPR, fire safety, tornado shelter procedures, etc.

#### **Disaster Involvement**

National – In the event of a national emergency/disaster of short notice, employees should listen

to the radio for instructions by the Emergency Broadcasting System. In the event of a national emergency/disaster with reasonable notice employees would, if feasible and appropriate, follow instructions of *LifeTime* management in cooperation with local or national authorities in charge.

Local – In the event of a local emergency/disaster of short notice (e.g., fire, tornado, transportation accident, etc.) employees should first attempt to contact emergency units (fire or police department), then call the *LifeTime* office in Dillsboro to report the situation and receive instructions as may affect agency clients or older persons in general.

In the event of a local emergency/disaster where time is available for evacuation, emergency services or other activity to protect lives and property, *LifeTime*, will to the extent feasible and appropriate, make its employees and resources (e.g., vehicles) available for action under the guidance of Red Cross, Police and Fire Departments for other organization providing leadership in dealing with the situation.

### **Coordination and Planning**

According to Indiana Department of Homeland Security, *LifeTime*'s service area is part of District 9 (Franklin, Decatur, Jennings, Ripley, Dearborn, Ohio, Switzerland, Jefferson, Scott, Clark, Floyd and Harrison counties.)

#### **District 9 Coordinator**

Jason Smith

E-MAIL: [jsmith@dhs.in.gov](mailto:jsmith@dhs.in.gov)

District Coordinator - first line of defense in the event of an emergency. They work with local Emergency Management Agency (EMA) & Local Emergency Planning Committee directors during disasters doing damage assessments & helping local authorities file paperwork for federal disaster assistance. District Coordinators act as a liaison between the counties & the state. They help counties with exercises & give the counties any technical assistance they may require.

**Each County has an EMA: <https://www.in.gov/dhs/contact-us/#StatewideContactMap>**

### **6-4. DILLSBORO OFFICE BUILDING SECURITY**

The following protocol is in place to limit access to the Dillsboro office building and ensure the safety of all employees and visitors:

- Only the main entrance of the Dillsboro office building will remain unlocked during business hours.
- A call button is available for the receptionist to use if there is a threatening or violent situation in the lobby.
- **All employees must wear a *LifeTime* Resources ID badge at all times; whether in the building or working in the community.**
- **Office** employees will be issued an **ID badge with access to the Dillsboro building employee entrances**; there are **three** types of access:
  - **Unlimited Access – Executive Director, Directors, CAR Driver Supervisors and Janitor**
  - **Unlimited Access Including Server Room – Director of Operations, Fiscal Director, IT & Security Manager and Accountant**
  - **Limited Access – M-F 6am to 6pm, No Holidays – All other office employees**
- **Non-office** employees must use the main entrance.
- Board and Advisory members **will sign in and obtain a guest badge** when they visit the Dillsboro office.
- Visitors **must sign in** and will be issued a guest badge. The person they are visiting will



escort them throughout the Dillsboro office building.

Employees should notify their supervisor, the Executive Director, or the HR Manager of suspicious or unauthorized individuals on *LifeTime* property.

#### **6-5. WORKPLACE VIOLENCE**

*LifeTime* is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to company and personal property.

We do not expect employees to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, we specifically discourage employees from engaging in any physical confrontation with a violent or potentially violent individual.

However, we do expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations. Employees who encounter an armed or dangerous person should not attempt to challenge or disarm the individual. Employees should remain calm, make constant eye contact and talk to the individual. If you can safely call 911 or inform a supervisor, the HR Manager or the Executive Director, without endangering the safety of the employee or others, such notice should be given. Otherwise, employees should cooperate and follow given instructions.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in *LifeTime* policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or supervisor; attempts to sabotage the work or equipment (**including associated accessories**) of a co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

#### **Prohibited Conduct**

Threats, threatening language or any other acts of aggression or violence made toward or by any *LifeTime* employee, customer, vendor or business associate WILL NOT BE TOLERATED. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation.

#### **Procedures for Reporting a Threat**

If observed, potentially dangerous situations, including threats by co-workers, customers, vendors or business associates should be reported immediately to any member of management with whom the employee feels comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede *LifeTime*'s ability to investigate and respond to the complaints. All threats will be promptly investigated. *LifeTime* may suspend an employee suspected of workplace violence or threats of violence, either with or without pay, to allow for an investigation. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy. Non-employees engaged in violent acts on *LifeTime* property will

be reported to the proper authorities and fully prosecuted.

If *LifeTime* determines, after an appropriate good faith investigation, that someone has violated this policy, *LifeTime* will take swift and appropriate corrective action.

An employee who is the recipient of a threat made by an outside party should follow the steps detailed in this section. It is important for *LifeTime* to be aware of any potential danger in its offices. Indeed, *LifeTime* wants to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else. An employee with a protective or restraining order that lists the workplace as a protected area should inform their supervisor or the HR Manager.

#### **6-6. WEAPONS POLICY**

With the exception of tenants of *LifeTime* Housing Group apartments, the possession of any type of weapon and/or ammunition is prohibited on all *LifeTime* property, including all Senior Nutrition Activity Centers (SNACs), Catch-A-Ride (CAR) vehicles and *LifeTime* Housing Group (LTHG) Properties. There are two exceptions to this policy:

- Weapons and/or ammunition secured in a locked non-company vehicle in either the glove compartment, the trunk or stored out of site (e.g., under the seat).
- Weapons and/or ammunition secured by tenants who follow the Weapons Safety Policy for LTHG Apartment Complexes.

Employees not following this policy are subject to discipline up to and including termination.

#### **6-7. OPERATION OF VEHICLES**

All employees who drive regularly to complete the Performance Requirement of their job must possess a current, valid driver's license and an acceptable driving record. At this time, this policy applies to the following positions: Case Management Supervisor, Catch-A-Ride Driver, Catch-A-Ride Field Supervisor, Catch-A-Ride Senior Field Supervisor, Community Wellness Manager, Home Care Manager, Housing Director, Options Counselor, Property Maintenance, Sentry Services Case Manager, SMI Case Manager. *LifeTime* will check an employee's driving record at pre-hire and annually. *LifeTime* may check an employee's driving record quarterly if they have a violation on their driving record. A Catch-A-Ride employee's driving record may be checked more frequently, per Catch-A-Ride's Accident and Moving Violation Policy.

The following may prevent a potential employee from being hired in a position that requires driving their personal vehicle for company business. Supervisors should take into consideration the length of time and ultimate risk of hiring someone with the following charges on their record.

- A felony involving a motor vehicle
- Driving under the influence of alcohol or drugs
- Leaving the scene of an accident
- Reckless driving resulting in a crash
- Revocation or suspension of license
- Failure to consent to a BMV Record check

Any change in license status or driving record must be reported to management immediately. If an employee's driver's license is revoked or suspended for any reason, continued employment will be dependent upon the impact on their ability to perform the requirements of their job.

An employee must have a valid driver's license in his or her possession while operating a vehicle for company business. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times. Any fines resulting from traffic violations are the employee's responsibility.

This policy does not apply to employees who drive CAR vehicles and are covered under the BMV Record Policy for CAR Drivers.

### **Portable Electronic Device Use While Driving**

Employees who drive on company business must abide by *LifeTime's* Portable Electronic Device Use While Driving policy, in addition to all state or local laws prohibiting or limiting portable electronic device use, including cell phones, tablets or personal digital assistants, while driving.

## **6-8. GENERAL SAFETY GUIDELINES**

### **Fire Prevention**

- Smoking is allowed only in designated outdoor areas.
- No candles or unauthorized open flames are allowed in the work area.
- No flammable chemicals are allowed inside the work area at any time unless they are specifically authorized for use. If there is a work-related need to use a flammable chemical, contact the supervisor for guidance on hazard communication and fire safety.
- Gasoline, diesel and other fuels must be transported in approved, marked containers. These containers must be secured in the vehicles with the lids closed.

### **Electrical Safety**

- Electrical cords must be protected with specially designed cord protectors or kept out of areas where they will be damaged.
  - Look to see that the wattage labeled on the tool, appliance or equipment does not exceed the wattage limit labeled on the cord;
  - Do not run the cord through doorways, holes in ceilings, walls or floors;
  - Never remove, bend or modify any metal prongs on the plug of the cord;
  - Do not use the cord under wet conditions;
  - Do not plug one extension cord into another;
  - Never drive over, drag, step on, walk on or place objects on a cord;
  - Always unplug the cord when you have finished using it;
  - Do not use the cord as a permanent power source.
- Operators must turn electrical appliances off using the switch, not by pulling out the plug.
- All appliances should be turned off before leaving for the day.
- Never run cords under rugs or other floor or ground coverings.
- Immediately report all electrical problems.
- The following areas must remain clear and unobstructed at all times:
  - Exit doors
  - Aisles
  - Electrical panels
  - Fire extinguishers

### **Lifting**

- Plan the move before lifting; ensure that you have an unobstructed pathway.
- Test the weight of the load before lifting by pushing the load along its resting surface.
- If the load is too heavy or bulky, use furniture moving disks to slide items across the floor or use lifting and carrying aids such as hand trucks, dollies, and carts, or get assistance from a co-worker.
- If assistance is required to perform a lift, coordinate and communicate your movements with those of your co-worker.
- Position your feet 6 to 12 inches apart with one foot slightly in front of the other. Face the load.
- Bend at the knees, not at the back.
- Keep your back straight.

- Get a firm grip on the object using your hands and fingers – use handles when they are present.
- Hold the object as close to your body as possible.
- While keeping the weight of the load in your legs, slowly stand.
- Perform lifting movements smoothly and gradually; do not jerk the load.
- If you must change direction while lifting or carrying the load, pivot your feet and turn your entire body – do not twist at the waist.
- Set down objects in the same manner as you picked them up, except in reverse.
- Do not lift an object from the floor to a level above your waist in one motion. Set the load down on a table or bench and adjust your grip before lifting it higher.
- Never lift anything if your hands are greasy or wet.
- Wear protective gloves when lifting objects that have sharp corners or jagged edges.

### **Ladders & Stepladders**

- Read and follow the manufacturer's instructions label affixed to the ladder if you are unsure how to use the ladder.
- Do not use ladders that have loose rungs, cracked or split side rails, missing rubber foot pads or are otherwise visibly damaged.
- Keep ladder rungs clean and free of grease and remove buildup of material such as dirt or mud.
- Do not place ladders in a passageway or doorway without posting warning signs or cones that direct pedestrian traffic away from the ladder. Lock the doorway that you are blocking with the ladder and post signs that will direct traffic away from your work.
- Do not place a ladder at a blind corner or doorway without diverting foot traffic by blocking or roping off the area.
- Allow only one person on the ladder at a time.
- Face the ladder when climbing up or down it.
- Maintain a three-point contact by keeping both hands and one foot or both feet and one hand on the ladder at all times when climbing up or down.
- When performing work from a ladder, face the ladder and do not lean backward or sideways from the ladder. Do not jump from ladders or step stools.
- Do not stand on tables, chairs, boxes or other improvised climbing devices to reach high places. Use the ladder or stepstool.
- Do not stand on the top two rungs of any ladder.
- Do not stand on a ladder that wobbles or that leans to the left or right of center.
- When using a straight or extension ladder, extend the top of the ladder at least 3 feet above the edge of the landing.
- Secure the ladder in place by having another employee hold it if it cannot be tied to the structure.
- Do not move a rolling ladder while someone is on it.
- Do not place ladders on barrels, boxes, loose bricks, pails, concrete blocks or other unstable bases.
- Do not carry items in your hands while climbing up or down a ladder.

### **Housekeeping**

- The following areas must remain clear of obstructions:
  - Aisles/exits
  - Fire extinguishers and emergency equipment
  - All electrical breakers, controls and switches
- Straighten or remove rugs and mats that do not lie flat on the floor.
- Use caution signs or cones to barricade slippery areas such as freshly mopped floors.
- Clean up several times throughout the day, disposing of trash and waste in approved

containers, wiping up any drips/spills immediately and putting equipment and tools away as you are finished with them.

### **Office Safety**

- Do not work on any computer or office machine if your hands are wet or if you are standing on a damp surface.
- Do not stand on a swivel chair.
- Do not raise the seats on swivel chairs beyond the point where your feet cannot touch the floor.
- Do not compact material in the waste basket with your hands or your feet.
- Do not use cardboard boxes as waste receptacles.
- Do not leave file drawers open; always use handles to close them.
- Do not stack file cabinets on top of one another.
- Open one file cabinet drawer at a time.
- Put heavy files in the bottom drawers of file cabinets.

### **Food Service Safety**

- Unplug electrical appliances, such as coffee pots, from their power source before cleaning them.
- Do not store cleaning products with food products.
- Store cleaning equipment such as brooms, mops, carts and pails in the utility closet.
- When handling knife blades and other sharp cutting tools, direct sharp points and edges away from you.
- Cut in the direction away from your body when using knives.

## Section 7- Closing

### **7-1. A FEW CLOSING WORDS**

This handbook is intended to give employees a broad summary of things they should know about *LifeTime*. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, *LifeTime*, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Employees should not hesitate to speak to management if they have any questions about *LifeTime* or its personnel policies and practices.

**2024 Employee Handbook Acknowledgment (Effective 08/01/2024)**

This Employee Handbook is an important document intended to help you become acquainted with *LifeTime*. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because *LifeTime* 's operations may change, the contents of this handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Employee handbook.

**I have received and read a copy of LifeTime's Employee Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of LifeTime at any time.**

**I further understand that my employment is terminable at will, either by myself or LifeTime, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.**

**I understand that no representative of LifeTime other than the Executive Director may alter "at will" status and any such modification must be in a signed writing.**

**I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of LifeTime 's Employee Handbook.**

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

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

Employee #: \_\_\_\_\_

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

**I wish to disclose the following real or apparent conflict(s) of interest:**

\_\_\_\_\_  
\_\_\_\_\_

This acknowledgment will be filed in your personnel file.