THE EPILEPSY CENTER
OF NORTHWEST OHIO

Serving People with Seizure Disorders
and
Those with Developmental Disabilities

EMPLOYEE HANDBOOK POLICIES & PROCEDURES

Revised August 1, 2022
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WELCOME

We are very excited that you have decided to join our team. Your employment here will be filled with opportunities to change the lives of our clients and members of the community they –and- you – live in!

We believe that all individuals have the ability to learn and grow. We believe that every individual should be treated with respect.

We believe that we are responsible for performing to the best of our ability.

We believe we should encourage others in the development of their full potential.

At The Epilepsy Center of Northwest Ohio, there are opportunities to be involved with the entire agency and all it represents. Not many jobs can provide that.

As The Center continues to grow, I hope you will continue to grow with us. Sincerely,

Roy J. Cherry, CMA Chief Executive Officer
COMPANY PHILOSOPHY

MISSION
The Mission of the Epilepsy Center of Northwest Ohio is to improve the lives of people affected by epilepsy and those with developmental disabilities.

VISION
People with epilepsy and those with developmental disabilities will attain the highest quality of life and gain full acceptance and understanding from the community.

CORE VALUES

Value Statement
Building a community through education and leadership.

Core Values

- Excellence in Service
- Patience and Understanding
- Building a Community
- Professionalism
- Leadership

INTRODUCTION
This Employee Handbook is designed to acquaint you with The Epilepsy Center of Northwest Ohio (the “Center”) and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment.

You should read, understand, and comply with all provisions of the handbook. No employee handbook can anticipate every circumstance or question about every one of our policies and there may be situations where the need arises for the Center to revise, add, or cancel policies. Therefore, the Center reserves the right to add new policies, and to change or cancel existing policies at any time. Additions, changes or canceled policies will be communicated to each employee in writing.

PURPOSE OF EMPLOYEE HANDBOOK
The Epilepsy Center provides this policy manual for the employees' guidance on current practices, benefits and expectations. The Center reviews these policies periodically to assure the Center's continuing compliance with law and to assure that the policies continue to reflect the Center's mission and interests. This handbook supersedes and replaces all prior handbooks, policies, procedures, and practices of the Center.

This handbook should not be construed as, and is not intended as a contract guaranteeing employment for any specific duration. Although we hope that your employment relationship with us will be mutually satisfying, all employees are employees at will, in accordance with applicable laws. This means you are free to terminate your employment at any time, for any reason, with or without notice, and the Center retains that same right. Nothing in this handbook modifies the employment-at-will relationship or creates any contract of employment, either expressed or implied. In addition, Center managers may have the authority to make employment decisions that affect your employment; they do not have the authority to promise you employment for any specific amount of time, or to make any promises or commitments contrary to employment at will.
EMPLOYMENT POLICIES

EMPLOYMENT RELATIONSHIP
The employment relationship between The Epilepsy Center and the employee for an indefinite term can be terminated at any time, for good cause, for no cause or for any cause at all which is not contrary to the law. Your employment with The Epilepsy Center is voluntarily entered into and you are free to resign at any time and for any reason. Similarly, The Epilepsy Center is free to conclude an employment relationship when it believes it is in The Epilepsy Center’s best interest, at any time and for any reason. It should be recognized that neither you, nor The Epilepsy Center, have entered into any contract of employment to bind each other, expressed or implied.

EQUAL EMPLOYMENT OPPORTUNITY
The Center is an equal employment opportunity employer. The Center does not discriminate in employment opportunities or practices on the basis of race, creed, color, religion, national origin, gender/sex, ancestry, age, disability/handicap, marital status, genetic information, pregnancy, sexual orientation, gender identity, military or veteran status or any other prohibited basis. Employment decisions are based on each person's performance, qualifications, and abilities.

Equal employment opportunities in hiring and in the workplace are essential for our Center to ensure that the talents of a diverse workforce are being employed to full advantage. These policies also allow us to develop and serve a diverse customer base.

This policy relates to all phases of employment, including selection, job assignment, compensation, discipline, termination, access to benefits and training, advancement opportunities and participation in all Center sponsored activities.

THE AMERICANS WITH DISABILITIES ACT
The Center will not discriminate against any applicant for employment or current employee who is perceived as having a disability or who seeks reasonable accommodation for a disability as defined by the Americans with Disabilities Act Amendments Act (ADAAA).

REASONABLE ACCOMMODATION OF DISABILITY
The Center is committed to providing equal employment opportunities to otherwise qualified individuals with disabilities, which may include providing reasonable accommodation that do not create an undue hardship. In general, it is your responsibility to notify your supervisor or an officer of the Center of the need for an accommodation. Upon doing so, Human Resources may ask you for your input on the type of accommodation requested or the functional limitations caused by your disability. Also, when appropriate, we may need to obtain additional information from your physician or other medical or rehabilitation professionals. Medical information will be kept confidential. The Center and those who "need to know" will take precautions to protect such information from inappropriate disclosure. Inappropriate disclosure will result in disciplinary action as outlined in our Standards of Conduct policy. All employees, regardless of disabilities, must possess the ability to perform the essential functions of the job and maintain acceptable performance standards.

DEFINITIONS OF EMPLOYMENT
It is the intent of The Center to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time.
**Exempt:** Employees whose positions meet specific tests established by the Fair Labor Standards Act (FLSA) and applicable state law and who are exempt from overtime pay requirements.

**Nonexempt:** Employees whose positions do not meet FLSA and state exemption tests and who are paid a multiple of their regular rate of pay for hours worked in excess of forty per week.

**Full-time:** Employees regularly scheduled to work at least thirty (30) hours per week.

**Part-time:** Employees regularly scheduled to work less than thirty (30) hours per week. Part-time employees are ineligible for any benefits, except 401k contributions (refer to benefit section for eligibility guidelines).

**Regular:** Employees who have completed the six (6) month introductory period.

**Temporary:** Employees who are hired for a pre-established period. They may work a full-time or part-time schedule. They are ineligible for center benefits and holiday pay, unless they work on the holiday.

**Introductory Period:** The first six (6) months of employment after the hire, rehire, promotion or appointment to a new position of an employee during which the employer and the employee evaluate whether a successful employment relationship can be created or maintained. During this period, the employer determines whether the employee has the skills and other qualifications needed to succeed. The employee uses the period to evaluate whether he or she is a good match for the position and/or the agency. If the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period.

**EMPLOYEE RELATIONS-OPEN DOOR POLICY**
The Center maintains an Open-Door Policy. If you have concerns about work conditions or compensation, we strongly encourage you to express these concerns openly and directly to your supervisor or to the Human Resource Manager. To ensure the person you wish to speak with is available, you are encouraged to make an appointment in advance.

**PERSONNEL FILES**
The Center maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of The Center and access to the information they contain is restricted. Generally, only supervisors and management personnel who have a legitimate "need to know" have access to personnel files. The Center will comply with all requests for information relating to a MUI (Major Unusual Incident) investigation.

Employees who wish to review their own file should contact Human Resources. With reasonable advance notice, employees may review their own personnel files in the office of, and in the presence of Human Resources. Nothing may be removed, copied or altered by the employee during the review. Human Resources will provide one copy of a personnel file, when requested by the employee.

The Center will maintain a record of the name, address, occupation, pay rate, hours worked for each day worked and each amount paid an employee for a period of not less than three years following the last date the employee was employed. Such information shall be provided without charge to an employee or person acting on behalf of an employee upon request.
PERSONNEL RECORDS
It is the responsibility of each employee to promptly notify the Center of any changes in personnel information. Some examples include:
- Renewal of auto insurance
- Renewal of driver’s license
- Address
- Telephone number
- Marital status
- Income Tax status- marital status and number of dependents
- Emergency contact name and telephone number
- Conviction of a crime, which would disqualify you from continuing employment with the Epilepsy Center.

Additionally, it is the employee’s responsibility to keep all certifications up to date and filed with Human Resources. Staff who have expired certifications and have not made arrangements for the necessary training within 30 days prior to expiration, will be removed from the schedule upon expiration.

EMPLOYMENT APPLICATIONS
The Center relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process. Any misrepresentations, falsifications, or omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

The Center will also perform pre-employment drug screen, physical examinations, reference checks, verifications of employment/degrees or other documented information and job-related background checks. This information will be utilized in the consideration of employment.

EMPLOYMENT VERIFICATIONS
The Human Resources department will respond to all reference check inquiries from other employers, creditors or financial institutions. Responses to such inquiries will confirm only dates of employment, wage rates, and position(s) held.

JOB POSTING/PROMOTION FROM WITHIN
Employees are provided an opportunity to express their interest in open positions within the organization according to their skills and experience. In general, notices of all job openings are posted, although The Center reserves its discretionary right to not post a particular opening.

Job postings will normally be posted for seven days in designated areas. Employees interested in applying for a posted opening should submit a letter of interest to Human Resources, or follow the posted instructions. The Center reserves the right to interview external candidates at the same time to assure the best candidate is hired for the position. Internal candidates will be considered if they meet the position requirements and are in good standing with Center policies.

POSITION AWARDING POLICY
Internal candidates will be evaluated and positions will be awarded based on the following criteria:
- Job performance/evaluations
- Attendance
- Disciplinary action
- Seniority
- Staff must be current with all certifications and training and a record of such on file with Human Resources
Interview (if applicable)

Once a position has been accepted, you are responsible to fulfill the obligations of that position and maintain that position for a minimum of six (6) months. The exceptions to this will be a personal event with appropriate documentation. Once a position has been awarded, you may be retained in your current position until a replacement has been appointed and/or satisfactory arrangements have been made with your present department.

EMPLOYMENT OF RELATIVES
The Center has no general prohibition against hiring relatives. However, a few restrictions have been established to help prevent problems of safety, security, supervision and morale. While the Center will accept and consider applications for employment from relatives, close family members such as parents, grandparents, children, spouses, brothers and sisters, or in-laws, generally will not be hired or transferred into positions where they directly or indirectly supervise or are supervised by another close family member. Further, such relatives generally will not be placed in positions where they work with or have access to sensitive information regarding a close family member or if there is an actual or apparent conflict of interest.

It is the responsibility of the employee to notify The Center of any relationships as described above. If the relationship is established after employment, management will discuss options with the individuals concerned and will determine the appropriate action to be taken.

OUTSIDE EMPLOYMENT
Employees may hold outside jobs as long as they meet the attendance and performance standards of their job, training or meetings with The Center. All employees must be available for normal work hours and overtime regardless of any existing outside work requirements. If The Center determines that an employee's outside work interferes with or constitutes a conflict of interest or safety concern, the employee may be asked to terminate their outside employment if they desire to remain with The Center. If the employee misses Center trainings or meetings due to outside employment, disciplinary actions may be implemented pending proof of other employment. Documentation of scheduled hours must be submitted on company letterhead. This requirement may be requested to be updated periodically.

SEPARATION OF EMPLOYMENT
Separation of employment is an inevitable part of personnel activity within any organization. Below are examples of two of the most common examples:

- Resignation – voluntary employment separation initiated by an employee
- Discharge – involuntary employment separation initiated by The Center

The Center requests that two weeks’ notice be given by any employee who is resigning his/her employment. The employee must work the two weeks of their notice.

Employees will receive their final pay in accordance with applicable state law. Human Resources will provide information about the benefits that may be continued, and of the terms, conditions, and limitations of such continuance.

Discharged employees are not permitted to return to The Center premises. All requested information will be provided at the time of separation or mailed when requested.
EXIT INTERVIEW
A resigning employee is expected to have an exit interview with Human Resources. The Center is interested in obtaining any information that could lead to an improvement of working conditions or client care.

JOB ABANDONMENT
The Center expects employees to report for work on time for every scheduled shift. An employee who is unable to report to work at the designated time is required to notify his or her supervisor in accordance with the sick leave policy. Employees who fail to report to work for three consecutive scheduled shifts without notifying the company of the absence will be considered as having voluntarily resigned as a result of job abandonment.

If the employee is unable to contact the company for any absence, he or she should ask a representative (such as a family member or friend) to do so on the employee’s behalf. If the employee or a representative is unable to contact The Center due to extreme circumstances (such as a medical emergency or natural disaster that prohibits the employee or his or her representative from contacting the company within three days), the employee or his or her representative must contact the company as soon as practicable to explain the situation. In extreme circumstances, the employer will consider the explanation and its timing before determining if the voluntary resignation will be upheld.

COMPENSATION/WORK SCHEDULE

SALARY DEDUCTIONS
The Center is required by law to make certain deductions from your paycheck each pay period. Such deductions typically include federal, state, and Social Security. In addition, some deductions may be required by Court Order; such as garnishments or child support orders. Any other deductions from your pay will be made only with expressed, written approval from you. Such deductions may be for participation in retirement plans, group dental or health insurance premiums, medical savings plans, or other appropriate purposes. All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for your Form W2, Wage and Tax Statement.

The Center takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck. The Center prohibits all unauthorized deductions including docking from the salaries of exempt staff members for absences. If you believe that an improper deduction has been made from your pay or that there is an error in the amount of your pay, you should report this information to the Payroll Department. Reports of improper deductions or incorrect pay will be promptly investigated. If it is determined that an improper deduction has occurred, you will be reimbursed. If you have any questions about your paycheck, contact the Payroll Department.

WORKING HOURS

Central Office
The normal work hours for all full-time Central Office employees are 8:30 am to 4:30 pm, Monday through Friday, with one half hour off for lunch. At times, due to work load and client demands the work hours may necessitate variations in the total hours that may be scheduled each day and week. If an employee is working outside normal working hours, permission from your supervisor is required to enter or remain on the Center premises. Part-time employees will work on an established schedule given to them in writing at the time of employment.

The standard full-time workweek is 40 hours per week. The work week will be defined as including those workdays starting on Sunday at 12:00 A.M. and ending on Saturday at 11:59 P.M.
Other Center Facilities
All Direct support staff and non-medical transportation drivers are provided a schedule during orientation that is subject to change. It is the responsibility of the staff to check their schedule with the online scheduling software weekly.

Considerations for modification to a standard schedule will be made for employees continuing their education. The employee must submit a copy of their school schedule along with an Education Request for Leave Form to Human Resources at least 30 days prior to the release of the work schedule that will be affected by the change. Change in the employee's availability may require their work location to change as well.

Mandatory Shift Coverage
If staffing levels do not meet operational needs, employees can be required to work additional hours. Program Supervisors will make a reasonable attempt to cover a shift. A mandated shift will be paid at time and a half. If you refuse a mandatory shift and leave the premises prior to a supervisor or replacement arriving, you will be subject to termination.

TIMEKEEPING
Accurately recording time worked is the responsibility of every employee. Federal and state laws require the Center to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties. Therefore, all employees must record their working time every day when they arrive and leave the facilities.

Time clocks are located in all Center locations. The purpose of using a time clock is to track allocation of hours for billing, compensation, and paid time off for hourly and non-exempt employees. Employees should not punch in more than 5 minutes prior to the start of their scheduled shift without prior approval from their immediate supervisor. Time clock malfunctions must be reported immediately.

When a time clock is not available, employees are required to complete a Missed Punch Sheet within the same pay period. The sheet should be approved by the employee’s immediate supervisor.

Altering, falsifying, tampering with time records, recording time on another employee's time record, a pattern of not using the time clock as instructed or repeated offenses of working unapproved overtime will be subject to our Standards of Conduct policy.

PAYDAYS
All employees are paid on a semi-monthly basis on the 15th and last day of the month. If the 15th or the last day falls on a weekend, paychecks will be deposited on the Friday preceding the weekend. All employees are required to enroll in direct deposit. If an employee does not have access to a bank account, a pay card will be issued to them. All paystubs are available to view online, no paper stubs will be issued.

PAY DEDUCTIONS
The following mandatory deductions will be made from your gross wages:
- Federal Income Tax
- Social Security Tax
- Any State/City/Local Tax where applicable

You must fill out and sign a Federal Withholding allowance certificate during your first week of employment. This form must be completed in accordance with Federal regulations. You may fill out a new W-4 anytime your circumstances change.
You will receive an annual wage and tax statement (IRS Form W-2) for the preceding year on or before January 31. If you feel that your deductions are incorrect for any pay period, please contact the payroll department.

**ADMINISTRATIVE PAY CORRECTIONS**
The Center takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention the payroll department so that corrections can be made as quickly as possible. Except in emergencies, adjustments will appear in the next issued paycheck.

**BREAKS AND MEALS**
All employees are provided two 15-minute breaks in an eight-hour shift. Regular non-exempt employees will take a 30-minute lunch break, unless otherwise established in writing by the supervisor. Employees will be relieved of all active responsibilities at The Epilepsy Center of Northwest Ohio during the meal period and will not be compensated for that time. Employees may leave the Center premises but must clock out. Direct care employees who do not have another employee to cover their break/meal will be paid for their break/meal period.

**OVERTIME**
At times, due to work load, the Center will require that you work overtime. Supervisory approval is required prior to working any overtime hours. Non-Exempt employees will be paid overtime for hours worked in excess of forty (40) hours per week (Sunday through Saturday) at 1.5 times their regular rate of pay. Overtime is based on actual hours worked. Time off on PTO, holidays, or any leave will not be considered hours worked for the purpose of calculating weekly overtime.

Hours worked on a holiday will be paid at 1.5 times the rate of pay – regardless of the weekly total of hours worked.

Any employee who works overtime without supervisory pre-approval may be subject to disciplinary action, up to and including termination. Mandatory overtime is detailed in the Working Hours section.

**SLEEP TIME**
Homes that have on-site, on-call hours (sleep time) will be paid an hourly rate. This rate is determined by each home and is different from the regularly hourly rate. The rate will not be less than minimum wage.

Sleep Time Exclusion
For employees who work shifts of 24 hours or more, the FLSA permits a "sleep time exclusion" of up to 8 hours, if there is an "agreement" with the employees about this and adequate sleeping facilities are provided. All time during which an employee is required to perform active duties must be counted as work time, and if in reality the sleep period is interrupted to the point where the employee does not have the opportunity for at least 5 hours of sleep the entire time must be counted as working time. No sleep time exclusion is permitted for employees whose shifts are less than 24 hours.

**EXPENSES**

Approval and Reimbursement of Expenses
The Center will reimburse employees for approved job-related expenses including, but not limited to mileage for use of personal vehicle, travel, parking, lodging and meals, if proper documentation is provided in the form of receipts and mileage. The appropriate Supervisor must approve all budgeted expenses. Group events will be considered separately. Failure to obtain the correct approval and/or failure to submit an itemized receipt may result in personal liability for the expense.
Travel Expense Procedure
All expenses incurred by an employee while performing the duties of employment or officially representing The Center in any capacity may be reimbursed with prior approval from your immediate supervisor. Requests for reimbursement must be submitted with a receipt, if possible, and a complete description with proper approval signatures to the finance upon return.

Mileage Reimbursement
The Center will reimburse employees for work-related use of your personal automobile by paying a per-mile allowance at a rate of forty-two cents. This mileage allowance rate is applicable to all travel reimbursement, including instances when you are transporting clients.

Staff mileage reimbursement forms must be filled out legibly and completely to be approved and paid. All lines must be filled in accurately and clearly. If they cannot be read, you will not be paid. Forms must be submitted to your immediate supervisor for approval no later than the 5th of the month following the month of service provided. Failure to submit by the deadline will result in payment being made the following month. Forms must be submitted each month. Forms turned in more than one month late will need the approval of management. Staff mileage must match client billing mileage to be properly reimbursed.

Meal Expenses
With prior approval from your supervisor, an employee will be reimbursed up to $10.00 for lunch or dinner for participating in a client outing. The cost of an outing to a buffet restaurant will be reimbursed 100%. All outings to buffet restaurants must receive prior approval from your supervisor.

PERFORMANCE EVALUATION
The primary reason for performance evaluations is to identify an employee's strengths and opportunities for improvement, in order to reinforce good habits and develop ways to improve in needed areas. This evaluation also serves to make you aware of how your job performance compares to the goals and description of your job. This is a good time to discuss your interests and future goals. Your supervisor is interested in helping you to progress and grow in order to achieve your goals.

Regular performance evaluations:
• Help employees clearly define and understand their responsibilities.
• Provide criteria by which employees’ performance will be evaluated.
• Suggest ways in which employees can improve performance.
• Identify employees with potential for advancement within the Center.
• Help managers distribute and achieve departmental goals.
• Provide a fair basis for awarding compensation based on merit.

Performance evaluations are conducted at the end of the introductory period for new hires and annually thereafter. A supervisor may perform additional evaluations more frequently when necessary. An evaluation will also be conducted in the event of a promotion or change in duties and responsibilities.
BENEFITS
The Center is committed to providing the best benefit package possible for our employees. We currently offer medical, prescription, vision discounts, dental, life insurance, short-term disability, and long-term disability coverage for all regular full-time employees. These benefits are effective on the first day of the month following 30 days from date of hire or becoming full-time. Additional information on these benefits will be distributed and covered thoroughly in your orientation. Benefits are discussed separately in a "Summary of Benefits." Further information may be obtained from Human Resources.

BENEFITS CREDIT PLAN
Full time employees are provided with monthly "Benefit Credits" to purchase the benefits that best suit their specific needs. This amount is determined annually and will be communicated during Orientation and Open Enrollment. If your benefit election cost exceeds the Benefits Credits, you may elect to have your contribution payroll deducted on a pre-tax basis.

If you are covered elsewhere under a qualified plan, and provide evidence of this coverage, the Benefits Credits may be used as follows:
- HRA Account- when first eligible as a new hire
- Dependent Care Reimbursement Account – three months after date of hire

Benefits Credits may be waived if you waive health insurance and are not covered by another qualified plan or if your election forms are not submitted by the required deadline.

HEALTH INSURANCE
The purpose of offering health insurance to employees is to assure protection against catastrophic claims that might threaten you or your family’s financial wellbeing. The Center provides medical, prescription and dental insurance to employees and their dependents.

The levels of insurance, the amount of employee contributions, and the terms of coverage are included in separate Summary Plan Descriptions (SPD) provided by the insurer and sign up forms provided by the employer.

Human Resources will provide information concerning current premium information. Qualified employees become eligible for coverage on the 1st of the month following 30 days from the date of hire or becoming full-time.

FLEXIBLE SPENDING ACCOUNT
The Center offers a Flexible Spending Account (FSA) program that allows employees to have pre-tax dollars deducted from their salaries to pay for non-reimbursed health expenses and dependent care during the plan year.

Eligible employees can voluntarily participate in the health care and/or dependent care FSA on an annual basis for the plan year. You must enroll each year and you determine how much to contribute to the account, up to a specified maximum. Based on your anticipated expenses, your contributions will be automatically payroll deducted. This tax-free money is then available to you for reimbursement of out of pocket expenses. Since the amounts that remain in the account at the end of the plan year are forfeited, you should take care not to over fund your account.

Details of the FSA program are described in the Summary Plan Descriptions (SPD). Contact Human Resources for more information on the FSA program and to obtain enrollment and reimbursement forms and worksheets with examples of reimbursable and non-reimbursable expenses.
COBRA - INSURANCE CONTINUATION
You and your covered dependents will have the opportunity to continue medical, prescription, vision, dental and flexible spending account benefits for a period of 18 to 36 months, depending on the qualifying event, under the provisions of the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) when group medical, prescription, vision, dental and flexible spending account coverage for you and your covered dependents would otherwise end because:

- Your employment terminates, for a reason other than gross misconduct;
- Your employment status changes due to a reduction in hours;
- Your child ceases to be a "dependent child" under the terms of the medical (and dental) plan;
- You become divorced or legally separated;
- You become entitled to Medicare; or
- Upon your death.

In the event of divorce, legal separation, or a child's loss of dependent status, you or a family member must notify the plan administrator within 60 days of the occurrence of the event.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the Center's group rates plus an administrative fee. The plan administrator will notify the individuals eligible for continuation of coverage and their right to elect COBRA.

COBRA applies to medical insurance, prescription, dental, and flexible spending account coverage only if the coverage was in effect prior to the qualifying event.

SECTION 125
A Section 125 Plan is a benefit plan that allows you make contributions toward health insurance on a pre-tax rather than an after-tax basis. This means your qualified expenses are deducted from your gross pay before income taxes are calculated. This happens upon enrollment. Please contact Human Resources if you do not want this option.

Pre-tax deductions allow you to elect to have your gross pay reduced by an amount equal to your contributions for health insurance. Once you have signed the enrollment form, you may not make any changes to your coverage until the next open enrollment period unless the change which you elect is a result of a qualifying event (such as marriage, divorce, death of a spouse or child, birth or adoption of a child or termination of employment of your spouse). A change in election due to a change in family status will be effective the following month.

LIFE INSURANCE & AD&D
Life insurance provides financial support for your family in the result of your death. The Center also offers supplemental and/or dependent life insurance coverage.

Accidental Death and Dismemberment (AD&D) insurance is part of the basic life insurance and provides protection in cases of serious injury or death resulting from an accident.

Regular full-time employees may participate in the life insurance plan subject to all terms and conditions of the agreement between the Center and the insurance carrier.

Details of the life insurance plan including benefit amounts are described in the SPD provided to eligible employees. Contact Human Resources for more information about life insurance benefits.
SHORT-TERM AND LONG-TERM DISABILITY
Short-term and long-term disability insurance (STD and LTD), which is paid for by the company, will be provided to all full-time employees. An employee must use their PTO in conjunction with their STD and LTD. Qualified employees become eligible for coverage on the 1st of the month following 30 days from the date of becoming full-time.

401(K) RETIREMENT SAVINGS PLAN & PENSION PLAN
The Center has established a 401(k) savings plan to provide full time employees the potential for future financial security and retirement.

Employees must be at least 21 years of age and work for the Center at least one year in which they have worked more than 1000 hours. Employees may then join during the next enrollment date – January 1st or July 1st - after completing their one year. Eligible employees may participate in the 401(k) subject to all terms and conditions of the plan.

The 401(k) plan allows you to tailor your own retirement package by electing how much salary you want to contribute towards investments of your choice. The Center will contribute an additional amount to each employee's 401(k) contribution.

Your contributions to your 401(k) plan are deducted prior to federal and state tax withholdings and therefore you save money due to lowering your taxable income. While the amounts deducted generally will be taxed when they are finally distributed, favorable tax rules typically apply to 401(k) distributions.

Complete details of the 401(k) savings plan are described in the SPD provided to eligible employees. Contact Human Resources, the Chief Financial Officer or the Chief Executive Officer for more information about the 401(k) plan.

EMPLOYEE ASSISTANCE PLAN
The Center understands that employees may require help in confronting such personal problems as alcohol and other substance abuse, marital and family difficulties, financial or legal troubles, and emotional distress. The Center can assist with a resource list of Member resources for help in dealing with these types of issues.

EMPLOYER SPONSORED SMALL LOAN
All full and part time employees, in good standing and employed for at least 12 months are eligible for an employer sponsored small loan from Sun Federal Credit Union. Work group clients and contingent employees are not eligible. An employee may borrow up to $1,000 with a minimum payment of $50 per paycheck. Payment is made through direct deposit to a Sun Federal Credit Union savings account. Sun Federal Credit Union will withdraw the payment every paycheck. If the employee leaves the agency prior to the loan being repaid, the employee will continue to be responsible for making payments to Sun Federal for the remaining loan balance. Failure to pay back the loan will negatively affect credit rating.

STUDENT LOAN ASSITANCE PROGRAM
The student loan assistance program provides eligible employees up to $437.50 per month paid directly to the employee's student loan servicer. Employees are expected to continue to make minimum monthly payments to the loan servicer if the assistance provided under this agreement doesn’t satisfy the employee’s minimum monthly payment.

Student loan assistance is limited to $5,250 per year and is subject to annual reviews and recertification by the Epilepsy Center to ensure that funds are available and to determine the status of the subject student loan(s).

Revised 8.1.2022
Eligibility

Eligible employees include full-time employees who have received a graduate or undergraduate degree. New employees are eligible after one year of continuous employment with the Epilepsy Center.

Student loan assistance payments will continue for employees on an unpaid leave of absence for up to twelve weeks.

Loans eligible for repayment assistance include U.S.-based education loans borrowed by the employee for the employee's own education.

Termination

Loan assistance payments will cease immediately upon an employee's voluntary or involuntary termination from employment with the Epilepsy Center or change in eligibility status, such as a reduction to part-time hours.

FEDERAL/STATE MANDATED BENEFITS

SOCIAL SECURITY
Social Security is more than a paycheck deduction. It offers financial security for you and your dependents. Although this is a federally established program, it is your contributions and ours that pay for this benefit.

For the duration of your employment, both you and The Center contribute funds to the federal government to support the social security program. This program is intended to provide you with monthly checks and medical coverage once you become eligible.

WORKERS' COMPENSATION
On-the-job injuries are covered by our Workers' Compensation benefits. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to your supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting your supervisor to any condition that could lead or contribute to an employee accident. Additionally, The Center will attempt to provide a reasonable accommodation that is feasible, medically necessary and does not impose an undue hardship on The Center as prescribed by applicable federal, state or local law.

The Center will abide with all requirements set forth by the Workers' Compensation Act and any other applicable law. We will not take any adverse action against an employee in retaliation for filing a worker's compensation claim.

The amount of the benefits payable to you and the duration of payment depend upon the nature of your injury or illness. The Center reserves the right to investigate or seek independent medical review of any questionable injury.

UNEMPLOYMENT INSURANCE
The Center will make the required state and federally mandated payments towards unemployment on your behalf. If you do find yourself off work due to lack of work, you have the right to file for unemployment benefits. The Center also reserves the right to challenge any claims of unemployment and provide the necessary paperwork to do so, including any documentation, forms or letters from your personnel file, copies of policies within this handbook and any other necessary information.
LEAVE POLICIES

PAID TIME OFF (PTO)
Paid time off (PTO) provides all full-time staff members with paid time away from work that can be used for vacation, personal time, personal illness or time off to care for dependents. PTO must be scheduled in advance and have supervisory approval, except in the case of illness or emergency. The PTO policy takes the place of sick leave, personal time and vacation.

Eligibility
All full-time employees are eligible to earn PTO. PTO is earned bi-weekly and credited to an employee’s PTO bank at the end of each pay period. Eligibility to earn PTO is contingent on an employee having worked or used PTO for the entire pay period. PTO is not earned for pay periods when unpaid leave is taken or when short- or long-term disability benefits are paid. Part-time, temporary or contract employees or those whose job descriptions specifically exclude this benefit do not earn PTO.

PTO is earned as follows:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Number of Days/years</th>
<th>Accrual per pay period</th>
<th>Maximum Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than one year</td>
<td>8</td>
<td>2.47 hours per pay period</td>
<td>64 hours</td>
</tr>
<tr>
<td>1 year – less than 3 years</td>
<td>13</td>
<td>4.0 hours per pay period</td>
<td>208 hours</td>
</tr>
<tr>
<td>3 or more years</td>
<td>18</td>
<td>5.54 hours per pay period</td>
<td>288 hours</td>
</tr>
</tbody>
</table>

New employees will accrue PTO from the start of their employment, but the accrued balance will not be available until the end of their introductory period. Employees who are within their introductory period are not permitted to request PTO or requested time off (RTO) without pay.

Requesting and Using PTO
PTO should be scheduled two weeks in advance, and must have supervisory approval. The use of PTO that is not scheduled and approved before the scheduled start time will be considered a call-off, (refer to the call-off policy). Time taken off in excess of the amount that is earned will be without pay. All full-time employees must use PTO prior to utilizing RTO for any time they take off. If an employee does not have PTO available, RTO can be requested, but it is the discretion of the supervisor to approve. PTO can also be logged for call-offs.

Carry over
All eligible employees are permitted to carry a balance equal to two years of PTO. Once an employee’s balance reaches the two-year accrual amount, their accrual will stop until they have used enough PTO to reduce their balance below the maximum. *For example: an employee with 2 years of employment has a balance of 207 hours. The employee will only accrue 1 hour on their next paycheck until they have used some of their PTO. Once the PTO balance is under the maximum they will begin accruing PTO again.*

Hourly employee PTO buy back
We encourage employees to save PTO for emergency time off and breaks from work, but we realize there is a financial need at times. All hourly, non-exempt employees are eligible to cash out their unused PTO, once their balance reaches 40 hours. The cash out request must be made for a minimum of 24 hours. You must also maintain a balance of 40 hours left from your remaining PTO after the buyback. Requests received by end of day Monday of pay week will be paid the same week, otherwise the employee must wait until the next paycheck. *The hours will be paid at the lowest starting hourly rate for the employee’s position.* Refer to “Requesting PTO” policy for taking time off when PTO is not available.

Unused PTO will be paid out at your normal hourly rate upon termination for all employees.

Revised 8.1.2022
**BEREAVEMENT**

Regular full-time employees will receive up to three paid days off to make funeral arrangements and attend the funeral of an immediate family Member. For the purpose of this policy, "immediate family" is defined as a parent (of employee and current spouse), current spouse, child, stepchild, step-parent, any sibling, grandchild, or grandparent.

Regular Full-Time employees may use PTO or will receive one unpaid excused day to attend the funeral of any other relative or friend.

Regular Part-Time employees will receive one unpaid day to attend the funeral of any family member, relative, or friend.

Requests for bereavement leave should be made to your immediate supervisor or to Human Resources, as soon as possible. A Schedule Request Form must be completed with documentation provided upon the employee's return.

Additional time off using PTO or unpaid leave in the absence of PTO may be granted by Human Resources or the Executive Director if travel is necessary to attend a funeral.

**COURT APPEARANCES**

Employees who are involved in litigation or who are subpoenaed as a witness (for non-work-related matters) must use PTO in order for the time to be excused. Consecutive days missed will count as one (1) absence when accompanied by the subpoena and proof from the court of your attendance, this time off will be unpaid (unless PTO is used).

**JURY DUTY**

The Center supports employees called to fulfill their civic responsibility to serve jury duty. You must provide your immediate supervisor with a copy of your jury summons as soon as possible and complete a Schedule Request Form. Your regular wage will continue for each day served, up to forty hours. Jury duty beyond four weeks will be unpaid.

You must provide adequate proof of jury service in order to receive your regular salary during your absence for jury duty. When you return to work, you should provide your immediate supervisor with verification from the court of the number of days you served on the jury, and the amount paid to you for your service.

If the court pays you more than twenty dollars per day, The Center will reduce your regular pay by the amount paid to you by the court.

If the court releases you from jury duty with at least four hours remaining in your work day, you should return to work for the remainder of the day. Failure to do so will be handled through the Attendance Program.

**HOLIDAYS**

The Center normally observes the following paid holidays during the calendar year for office employees:

- New Year's Day
- Martin Luther King Day
- President’s Day

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Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Eve
Christmas Day

When a holiday falls on a Saturday, The Center will designate the preceding Friday as the observed holiday. When a holiday falls on a Sunday, The Center will designate the following Monday as the observed holiday.

Regular Full-Time employees will receive eight hours of pay for these holidays at their regular rate of pay. Employees must work the entire last scheduled workday prior to and the entire next scheduled workday after such holiday, in order to receive holiday pay.

In the case of a double holiday (2 consecutive days), the first day of holiday will not be paid if the entire last scheduled workday prior to the holiday is not worked; and the second day of holiday will not be paid if the entire next scheduled workday after such holiday is not worked.

Any regular Full-Time employee on Leave of Absence or Vacation using PTO during a pay period when a holiday is included will be paid for the holiday.

Any hourly employee working on a holiday will receive 1.5 times their rate of pay for hours worked.

The Central Office will be closed on the aforementioned holidays. Anyone reporting to the central office as their daily place of work will not be expected to report to work that day unless otherwise informed to do so.

**HOLIDAYS and HOLIDAY ROTATION for DIRECT SUPPORT EMPLOYEES**

Regular Full-Time direct care employees will follow a Holiday Rotation which is assigned by either the letter A, B, or C. An annual list will be provided showing which holiday each of the three rotations will have off the year.

Staff are required to work their scheduled holiday as part of the holiday rotation. Staff who do not work their scheduled holiday will be subject to disciplinary action up to and including termination.

Two weeks prior to each holiday, the Management Team will meet and evaluate any Request for Leave Forms that have been submitted for the approaching holiday. They will compare the operational needs for that day and evaluate, based on length of service, if any requests can be granted.

The Center normally observes the following paid holidays during the calendar year for Direct Support employees:

- New Year's Day
- Martin Luther King Day
- Easter
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day

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Thanksgiving Day
Friday after Thanksgiving Day
Christmas Eve
Christmas Day
New Years Eve

FAMILY AND MEDICAL LEAVE ACT
The Center understands there are situations that require you to be away from work due to an eligible employee’s own serious health condition or a serious health condition affecting an eligible employee’s parent, spouse, or child.

The Center will provide Family and Medical Leave to its eligible employees. The Center posts the mandatory FMLA Notice in a conspicuous place visible to employees and to applicants for employment.

This policy is designed and intended to comply with the requirements of the Family and Medical Leave Act (“FMLA”).

Eligibility for Leave
Only eligible employees are entitled to take FMLA leave. An eligible employee is one who:

- Has worked for the employer for at least 12 months (consecutively or non-consecutively);
- Has at least 1,250 hours of service for the employer during the 12-month period immediately preceding the onset of the employee’s need for FMLA leave; and
- The employee must work at a worksite where 50 or more employees are employed by the company within a 75-mile radius of that office or worksite.

The applicable rolling 12-month period, during which each eligible employee’s annual 12-week FMLA leave entitlement may be used, is the rolling 12-month period measured backward from the date an eligible employee misses any work due to an FMLA-qualifying reason.

Eligible employees are entitled to take up to 12 workweeks of FMLA leave during the applicable 12-month period for any of the reasons listed below:

- The birth of a child or to bond with the newborn child within one year of birth;
- The placement of a child with an eligible employee for adoption or foster care or to bond with the newly placed child within one year of placement;
- A serious health condition that makes the employee unable to perform the required functions of his or her job; or
- To care for an eligible employee’s spouse, son, daughter, or parent who has a serious health condition;
- Any qualifying exigency arising from the fact that an eligible employee’s spouse, son, daughter, or parent is a military service member on covered active duty.
- To care for a covered service member who is recovering from a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the service member (i.e., “military caregiver leaves”).

Eligible spouses employed by The Center are jointly entitled to a combined total of twelve (12) weeks of family leave within one year after the child’s birth or after placement of the child for adoption or foster care. When the husband and wife both use a portion of their joint leave entitlement, the husband and wife are then individually entitled to any remaining leave to care for a child, spouse or parent with a serious health condition or due to a
serious health condition affecting the employee. Each employee's remaining leave is the difference between
the joint leave taken by that employee and the remainder of that employee's annual twelve-week FMLA leave
entitlement.

An eligible employee who is the spouse, child, parent or next of kin of a covered service Member who is
recovering from a serious illness or injury sustained in the line of active duty is entitled to a maximum of 26
weeks of FMLA leave during the applicable 12-month period to care for the covered service Member.

Short/Long Term Disability
Upon approval of short/long term disability the employee must exhaust all their PTO that remains in congruent
with their paid short/long term disability.

Child and Parent Defined
A "child" includes a person under the age of eighteen (18) who is the biological, adopted, foster or stepchild, a legal
ward of the employee or a child for whom the employee legally stands in the place of a parent. A "child" also includes a
person over the age of eighteen (18) who is similarly related to the employee and who is incapable of self-care
because of a physical or mental disability. A "parent" includes a biological, adoptive, foster or stepparent, as
well as a person who legally stood in the place of a parent when the employee was under the age of eighteen (18).
Parent does not include a parent-in-law.

Notice of Leave
Employees must notify their supervisor and Human Resources of all leave requests. When the need for the leave
is foreseeable, the employee must provide the employer with at least 30 days' notice in advance. When an
employee first becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide
notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is
not foreseeable, you (or your representative, if you are incapacitated) should give verbal notice as soon as possible,
and the application form should be completed as soon as practical. Failure to provide adequate notice may, in the
case of foreseeable leave, result in a delay or denial of leave.

If the need for leave is foreseeable and necessary for planned medical treatments, the employee should make a
reasonable effort to schedule treatment so as not to interrupt The Center's operations.

Medical Certification of a Serious Health Condition
If an eligible employee needs medical leave due to a serious health condition affecting the employee or affecting
the employee’s parent, spouse, or child, the employee must provide the Center with completed and signed
medical certification that the condition qualifies as a “serious health condition,” its expected duration, and other
required information. The medical certification form needs to be signed by the health care provider. A short-
term disability certification is sufficient when the information required is duplicative. These forms are available
from Human Resources. The employee must return the completed and signed medical certification to Human
Resources at least thirty (30) days before leave begins when leave is foreseeable, or as soon as practical. If
leave is unforeseeable and does not allow for certification prior to leave, the employee must still provide the
certification within fifteen (15) calendar days from receipt of the request for certification. If the leave is
foreseeable and thirty (30) days’ advance notice is not given, The Center may delay the leave until thirty (30)
days after the date the employee provides the required notice.

The Center may have a doctor of its choice review all requests for leave due to illness or injury. The Center may
require a second or third medical opinion at the Center’s expense if the Center has questions about the validity of
the certification. If the two (2) certifications differ, the Center may pay for a third certification by a doctor
mutually selected by the Center and by the eligible employee. All resulting medical information will be
maintained in confidence and in accordance with the Americans with Disabilities Act. The employee is entitled
to a copy of the second and third opinion. The Center may also require periodic reports from employees on approved FMLA leave regarding their status and intent to return to work.

**Substitution of Paid Leave**

All family/medical leave is unpaid and counts towards the employee's annual family and medical leave entitlement. The Center requires eligible employees to use all accrued PTO starting with their first day of approved FMLA leave and continuing until all PTO is exhausted or until the employee returns to active duty, whichever happens first. Any PTO or workers' compensation benefits paid to the eligible employee will run concurrently with the eligible employee’s annual FMLA leave entitlement.

**Maintenance of Benefits**

While an employee is on family/medical leave, The Center will maintain the employee on the Center's health plan under the same terms as if the employee continued to work. The employee remains responsible for his/her share of the premium. If the employee fails to make the necessary payment within thirty (30) days after the due date, the Center may terminate coverage or may keep the coverage in effect and recoup the cost of the employee’s share of the premium from the employee at a later date. If the employee fails to return to work at the end of the leave, the employee may be required to reimburse The Center for the premiums paid on the employees' behalf during the leave. The Center will not seek reimbursement for the premiums paid should the employee fail to return to work due to a continuation or recurrence of a serious health condition or if the employee is denied restoration.

**Job Restoration**

Upon return from approved FMLA leave, the Center will, in most cases, reinstate the employee to the position held before the leave began or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. This includes the same or substantially similar duties and responsibilities with substantially equivalent skill, effort, responsibility and authority. Changes in assignments, duties, hours and schedule may occur due to business necessity.

**Fitness for Duty Reports**

The employee must notify The Center of his/her expected date of return. If the employee took leave due to the employee's own serious health condition, the employee must provide medical certification that the employee is able to safely perform all required job functions, with or without reasonable accommodation, before the employee will be restored to the same or equivalent position. This requirement is uniformly required of all employees seeking to return to work following a medical leave of absence. And whenever an eligible employee is approved for FMLA leave due to the employee’s own serious health condition, the employee will receive each of the following at the outset of the leave: (1) written notice of the requirement to submit return to work medical certification, (2) written notice of the consequences of failure to submit the required return to work medical certification, and (3) a copy of the employee’s current job description or other document listing the required functions of the employee’s position.

**Limits on Leaves of Absence**

If an eligible employee exhausts his or her 12-week FMLA leave entitlement, and at that time, the employee remains unable to safely perform the required functions of his or her former position, The Center reserves the right to promptly fill the employee’s former position on a permanent basis, and to terminate the employee’s group health insurance coverage, in which case the employee would thereafter receive written notice of his/her right to elect COBRA continuation coverage at the employee’s expense.

In addition, in the event an eligible employee exhausts his or her 12-week FMLA leave entitlement, and the employee reaches the six-month point from the date the leave began, but remains unable to safely perform the required functions of his or her former position or of any other suitable vacant position, such employee will
receive notice of termination in accordance with this policy.

Failure to Return to Work
Subject to the requirements of disability discrimination laws, if an eligible employee fails to return to work at the end of approved FMLA leave, the employee will be considered to have voluntarily resigned, effective as of the last day of approved FMLA leave.

No Work While on Leave
The performance of another job with the same essential functions while on family or medical leave or while on any other authorized leave may lead to disciplinary action, up to and including discharge.

Workers' Compensation
If an employee is on workers’ compensation leave for a reason that also qualifies as a serious health condition, the employees medical leave will run concurrently with the worker’s compensation leave.

LEAVES OF ABSENCE – NON-FMLA ELIGIBLE EMPLOYEES
Employees who have not worked 180 days since date of hire are not permitted to take a leave of absence. Employees who have not worked 180 days since date of hire are permitted only two absences during their initial 120 days of employment. In the event of a third absence, including absences due to work-related injury or illness or other medical reasons, during the initial 180 days of employment, the employee will receive notice of termination in accordance with this policy.

Provided, however, that non-FMLA eligible employees are permitted to take a leave of absence in the following circumstances, regardless of the number of days worked since date of hire:

- Non-FMLA eligible employees who are classified as regular full-time are permitted to take bereavement leave in accordance with the bereavement policy contained in this Handbook.

- All non-FMLA eligible employees are permitted to take a leave of absence to serve jury duty in accordance with the jury duty policy contained in this Handbook.

- All non-FMLA eligible employees who require a leave of absence due to pregnancy or childbirth or due to medical complications related to pregnancy or childbirth are permitted to take a leave of absence of up to six months from the date the leave began. Provided, however, that in the event an employee on a leave of absence for this reason reaches the six-month point from the date the leave began, but remains unable to safely perform the required functions of her position or of any other suitable vacant position, such employee will receive notice of termination in accordance with this policy.

In addition, non-FMLA eligible employees who have worked 180 days or more since date of hire are permitted to take a leave of absence of up to six weeks due to a “serious health condition” (within the meaning of the Family and Medical Leave Act) affecting the employee. Provided, however, that -- (1) such employees are not permitted to take a leave of absence due to any medical condition affecting the employee’s parent, spouse, child, or any other person, and (2) such employees are not permitted to take a leave of absence due to the birth or placement of a child for adoption or foster care. In the event such an employee has five or more absences for either of these reasons, the employee will receive notice of termination in accordance with this policy.

In the event a non-FMLA eligible employee who has worked 180 days or more since date of hire reaches six weeks on a leave of absence due to the employee’s own serious health condition, including work-related injury or illness or other medical reason, but remains unable to safely perform the required functions of his or her position

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or of any other suitable vacant position, such employee will receive notice of termination in accordance with this policy.

**MILITARY DUTY**

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military services is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable. The leave will be unpaid. However, employees may use any available paid time off, for the absence.

Continuation of health insurance benefits is available as required by USERRA based on the length of leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon the employee's return to active employment.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable position depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

**VOTING TIME**

The Center encourages good citizenship among its employees and encourages employees to exercise their right to vote. It is the policy of The Center to comply with all state election law requirements with respect to providing employees, when necessary, with a reasonable amount of time off to vote.

**GENERAL POLICIES**

**STORAGE**

**Chemicals/Cleaning**

Chemical/Cleaning products are to be kept separately from personal care products, oral care products, food items, plates, and silverware. This is to prevent potential contamination of items with cleaning products. Chemical/Cleaning products should be stored in a designated area and should be returned to that area to prevent contamination or a client hazard.

**Personal Care Products**

Personal care products are to be kept in an accessible area away from chemicals. Opened personal care products should be kept clear of all oral hygiene products for risk of contamination. Closed personal care products may be kept near oral hygiene products as risk of contamination is low. When personal care products are given to specific clients they are to have their names or initial written on them to be sure that only one client is using the designated care product. If a personal care product from one client comes into contact with another client the item is to be disposed of due to contamination. Expired products are to be disposed of as well.

**Oral Care Products**
Oral care products are to be kept in an accessible area. If opened they are to be kept by themselves in designated area such as a tooth brush travel case, or tooth brush holder and away from chemicals and personal care products. The clients name should be clearly written on the container. Oral care products are kept separately to ensure there is no cross contamination. Each client is to have their own tooth brush and tooth paste kept clear from other tooth brushes, chemicals, and personal care products.

**Food Items**

Food items should be kept in a designated cool and dry area. Refrigerated and freezer items should be kept in the refrigerator or freezer and not left out for a prolonged period of time. These items should be thrown away after their expiration date, and the FDA standard should be followed for how long food items are good for after being opened or frozen to prevent contamination and illness. Food items should be kept away from chemicals, cleaning products, personal care products, and oral care products. This also includes plates, plastic/silverware, paper towels, and napkins should all be stored in a similar fashion.

**USE OF CENTER FACILITIES AND EQUIPMENT**

Use of Center facilities and/or equipment for personal use requires written approval from the Chief Executive Officer prior to use.

**PURCHASE REIMBURSEMENT**

No purchases are to be made without an approved Purchase Order. Purchase Orders can be obtained in the Finance office or from any of the supervisors. Any expense over $500 needs approval from the Chief Executive Officer or Chief Program Officer. Clients are not permitted to reimburse staff for purchases.

**CREDIT CARD POLICY**

The use of the company’s credit is a privilege and should be treated with the utmost responsibility. Every time you use the company credit you are spending company funds that you are entrusted to be accountable for. Part of this responsibility is only using the card for purchases that are directly for the benefit of the company and its clients. Another part is the timely reporting (turning in receipts) for each purchase. By doing this you enable the company to correctly record your purchases to the proper time frame so that complete and accurate financial statements can be prepared on a timely basis as well as insure that card is being used for proper purposes.

In order to insure compliance with these guidelines the following rules for credit card use are to be followed for every purchase.

- All purchases over $300 must be approved by your supervisor’s signature or initials on a document prior to the purchase.
- All receipts must be turned into accounts payable within a week of the purchase on the proper form indicating department or client that the card was used for, whether or not purchase is reimbursable and with the date of purchase. In addition, the form should include whose card was used and what was the purpose and amount of the purchase.
- In cases where purchases are for multiple recipients a breakdown must be listed on the form with the appropriate dollar amount for each recipient. Likewise, if a purchase is for 2 or more categories such as food and housekeeping supplies those amounts need to be broken down separately and listed as such.
- You are responsible for all purchases made with your credit card. If someone else uses your card it is your responsibility that the person using your card returns it promptly and gives you the proper documentation for the expenditure. You will be held accountable to get proper documentation if the person using your card fails to provide it.

Since company funds are being used at your discretion there will be disciplinary action taken if these rules are
not followed. The following actions will apply to both the card holder and any individual who uses someone else’s card.

- First time offense of failing to adhere to any of the procedures will result in a verbal warning.
- Second time offense of failing to adhere to any of these procedures will result in a written warning.
- Third time offense of failing to adhere to any of these procedures will result in loss of credit card use and possible suspension if deemed appropriate.

In cases where receipts are lost, or not turned in, the amount of the purchase may be deducted from the card holder and/or the users pay check.

It is highly recommended to keep a copy of all charges you incur until the following month.

SEVERE WEATHER
When weather appears inclement, employees may get weather updates from radio and television stations. Employees are asked to proceed with due diligence in traveling to work in the event of inclement weather.

Employees will be considered tardy if the National Weather Service (NWS) issues a Level 2 warning that affects a county that you reside in, work in, or must pass through on your normal commute to work.

Employees will be considered tardy and absences will reflect negatively if the NWS issues a Level 3 warning that affects a county that you reside in, work in, or must pass through on your normal commute to work. Due to your position and nature of work, your vehicle will be allowed on the road during a Level 3 emergency. You are required to work regardless of the weather level. Please make sure you carry your employee identification while traveling during severe weather emergencies.

If employees are unable to get to work due to inclement weather when the Center is open, they must notify their Supervisor immediately (or, if that person is absent, other Administrative staff) and should use available PTO. If PTO is unavailable, the absence will be unpaid and attendance will be reviewed using the above weather levels.

Central Office and/or Facility Closure
If weather conditions are severe enough to close The Center, the Chief Executive Officer will inform the Program Managers and Chief Program Officer, each of whom will notify his/her program employees. The Program Managers will determine when it is appropriate to close their location(s), and notify their employees and the Chief Executive Officer accordingly.

When the Center and/or its other facilities are closed, employees who are not on PTO on the day of the closing will receive their regular compensation for the work day.

Working during Severe Weather
Due to the nature of our organization and the health and safety of our clients, employees are required or may volunteer to work during severe weather. It is the employee's responsibility to carry appropriate identification to show authorities that you are legally able to be out in a Level 3 due to the nature of your position. Employees required or volunteering to work during Level 3 weather will be paid at 1.5 their base rate of pay for hours worked.

In the event of a Level 3, or other severe weather-related emergency as announced by the National Weather Service:
- Central office will be closed. The Chief Executive Officer will be responsible for notifying office staff. The
ADS Program Manager will contact local news stations to ensure that the information is communicated via their newscast/webcast.

- Day Services will be closed. The Chief program Officer or designee will contact Day Services staff and notify them of the closing and instruct them to proceed to their alternative locations.
- The Chief Program Officer will notify Program Managers of the program closing.
- Homes that require 24-hour supervision will be first priority in all-weather emergencies.
- Residential Management staff will work to ensure that there is proper coverage at all homes.
- Residential Management reserves the right to cancel services to those not served in a 24-hour home on a case-by-case basis.

**Important Notes**
- There will never be an instance where Day Services runs on a two-hour delay.
- If the office is closed, Day Services will be closed.
- The Epilepsy Center Day Services closings do not reflect Lott's closing and delay schedule.
- In this event, Day Services staff will assist in providing home coverage until the next scheduled shift arrives.
- The ADS program may close in the event of a Level 2. This will be determined by the Chief Program Officer or designee. In the event the program is closed, the level 3 closing procedure will be followed.
- All staff should be sure to carry their staff ID card with them to prove that they are classifiable as essential staff persons. This will prevent any law enforcement problems that may be encountered.

**SAFETY**

**EMERGENCY ACTION PLAN**

The purpose of this plan is to prepare employees for emergency situations which may arise in the course of employment at this facility. Such emergencies may include a fire within the facility, medical emergencies, weather emergencies, gas leaks or threats to employees or The Center.

Safety is of paramount importance to The Center and it is our policy to err on the side of protecting our employees, our visitors, and our clients. Procedures have been established to address each of the situations mentioned above, including means of egress and assembly locations. This information will be shared with you at your orientation and communicated regularly throughout your employment.

**TYPES OF EMERGENCIES:**
- Bomb Threat or Toxic Fumes
- Fire or Smoke
- Intrusion
- Power Outage
- Snow - Severe Weather
- Tornado - Severe Weather

In instances when the building must be evacuated, the staff person at the front desk area shall be responsible for bringing the Sign-In book out of the building.

**Supplies needed for emergencies:**
- A/C charged flashlight(s)
- Battery operated radio and spare batteries
EMERGENCY PREPAREDNESS PLAN

TYPES OF THREATS
1. Bomb Threat or Toxic Fumes
2. Fire or Smoke
3. Intrusion
4. Power Outage
5. Snow - Severe Weather
6. Tornado - Severe Weather

In instances when the building must be evacuated, the person in the office closest to the front lobby shall be responsible for bringing the visitor sign-in sheet out of the building. In ADS, a supervisor or designated person will be responsible for bringing the attendance sheet out of the building.

Supplies needed for emergencies:
Battery operated radio and spare batteries

BOMB THREAT or TOXIC FUMES
When there is a bomb threat to our location or toxic fumes, notification will be through the telephone/intercom paging system.

All clients and staff will be evacuated first to the fire drill locations (maps and locations will be posted).

If it is determined that further evacuation is necessary, staff will be instructed to go to the parking lot of Surface Combustion, located behind our building at 1700 Indian Wood Circle. The phone number 419-891-7150.

If the threat is to the general vicinity, all clients and staff will be evacuated to one of the following two locations depending upon the area covered by the threat:

- All Buildings: Josiane Lott, 120 S. Holland-Sylvania Rd., Holland, OH, phone 419-866-9013
- Maumee ADS: 2100 W. Alexis Suite C, Toledo, OH 43613
- Toledo ADS: 1701 Holland Road Maumee, OH 43537

If the threat covers a broader area, wait for instruction from civil authorities.

FIRE OR SMOKE
When there is a fire discovered or smoke in the building from an unknown origin, the telephone/intercom paging system is to be used to call ‘FIRE, THIS IS NOT A DRILL’ at least two times.

Maumee Adult Day Services: If the exit to the back door is safe, Adult Day Services clients and staff are to exit through the back entrance and gather in the rear parking lot. Alternatively, Adult Day Service clients and staff may also exit, if safe, via the side door into the side parking lot.

Third, if neither of those exits are accessible, Adult Day Services clients and staff may exit through the Vocational Training Room or Training Room to the main hallway and out either the front door to the front parking lot or the rear door to the rear parking lot. The on-site supervisor will take attendance at that time to ensure all people are out of the building.

Toledo Adult Day Services: If exit through the main front door is safe, all ADS clients and staff in the front of the building should exit through the main entryway. Alternatively, exit may occur through the back-door exit, when possible all people should then walk to the front parking lot area. For those clients in the back area (coffee bar) should exit out the door to the front parking area. If that exit is blocked, all people should travel down the hallway to either the main door or the back exit. All people should meet in the front area of the parking lot. The on-site supervisor will take attendance at that time to ensure all people are out of the building.
Administrative Staff: Should an incident occur on the administrative side of the building; the staff may exit safely through the lobby doors to the front parking lot and gather at the Epilepsy Center main sign on the hill on Holland Road. Alternatively, staff may exit through the rear doors and gather in the rear parking lot. Finally, if access is blocked through either of the aforementioned doors, the side door by the back kitchen can be used as an exit; staff should gather in either parking lot to await authorities.

**INTRUSION**

If there is an intrusion situation, as soon as possible a ‘DIVISION 77’ call will be announced on the telephone/intercom paging system. Please familiarize yourself with this distress call. Either the CEO or CPO will come to the front lobby to contain the situation.

All personnel and clients will immediately go into LOCK DOWN MODE. This is to go to the nearest room with no windows that has a locking door and is away from the lobby or area where the issue is ongoing. Designated ‘safe’ areas will be:

- **Administrative Side:**
  - Storage rooms off the front kitchen
  - Library
  - Volunteer/storage/file room
  - Accounts payable office
  - Rear kitchen (locking both doors)
  - Program Supervisor interior offices

- **Payee Department:**
  - Storage room
  - Internal file room/office

- **Maumee ADS Side:**
  - Kitchen
  - Restrooms
  - Changing Room

The CEO or CPO are the designated persons to contact 911 and notify the police of the situation. Any personnel may contact 911 if they believe others are not able to perform this task.

Communications will be attempted through the paging system or cell phones. Do not leave your Lock Down position until you are released with an ‘All Clear’ signal from appropriate authorities.

Toledo ADS Site: In the event an intrusion situation would occur at the Toledo ADS site, the on-site supervisor or program supervisor will utilize the paging system to announce ‘DIVISION 77’ to all present in the building. For those closest to an exit and is deemed safer, all will immediately exit the building and proceed to the parking lot across the street. Those that are unable to safely reach an exit will go into LOCK DOWN MODE. All people still in the building should attempt to go into a room with no windows, if this is not possible, the doors of the room being used should be closed and barricaded shut with any available furniture.

The on-site supervisor will be the designated persons to contact 911 and notify the police of the situation. Any personnel may contact 911 if they believe others are not able to perform this task.

Communications will be attempted through the paging system or cell phones.

**POWER OUTAGE**

In the case of a power outage, the CEO and/or the CPO will determine when it would be appropriate to close the effected building (Maumee or Toledo). Typically, after one hour without heat or cooling systems working, it
would be decided as to what measures should be taken.

**SNOW - SEVERE WINTER WEATHER**
For severe winter weather that occurs during regular office and ADS program hours, the CEO or CPO and ADS Program Manager will determine when it is appropriate to close the office and/or take clients home.

When severe winter weather occurs overnight, the CEO and CPO will determine the appropriateness of closing the office and ADS program. The ADS Program Manager will contact local news channels to place us on the list of closings. We will NEVER operate on a 2-hour delay. Administrative offices will remain open unless a Level 3 snow emergency is declared by Lucas County.

All staff are expected to wear their identification emergency badges at all times during potentially severe weather.

**TORNADO/SEVERE SUMMER WEATHER**
During a tornado watch, no precautions are necessary other than keeping alert to changing conditions. Where there is a tornado warning and/or warning siren are sounding, TAKE COVER IMMEDIATELY.

Toledo ADS clients and staff are to gather in the two interior hallways, restrooms or coat room. The office and relaxation room may also be used if additional space is needed.

Maumee ADS clients and staff are to gather in the interior hallway by the kitchen and med room, bathrooms or work training room.

Administrative staff are to gather in an interior room such as the storage rooms by the front kitchen; library, copy room, file/storage room, bathrooms.

Remain in those locations until an ‘all clear’ is communicated to you.

These steps are to be taken in the emergency situations that may occur in our area. However, in the case of a situation not listed, the CEO and the CPO will direct staff in the steps that should be taken.

In the event a situation occurs at the Toledo ADS site, the on-site supervisor will contact the CEO or CPO at the earliest convenience.

**STANDARDS OF CONDUCT**
To ensure orderly operations and provide the best possible work environment, the Center expects employees to follow rules of conduct that will protect the interests and safety of its clients, employees and the organization. Just as the Center has responsibility to its employees, so do the employees have responsibility to the Center to conduct themselves in conformity with generally accepted standards of professional behavior.

**Professional Standards**
- Employees shall observe all rules of the State and the Center.
- Employees shall be honest and truthful at all times in dealing with The Center.
- Employees shall at all times respect the privacy and personal property of fellow employees, the Center and our clients.
- Employees are expected to maintain reasonable performance, safety, client care, quality, confidentiality, and productivity and attendance standards.

**Prohibited Behavior**
• Theft or inappropriate removal or possession of property.
• The use of profanity.
• Working under the influence of alcohol or illegal drugs.
• Possession, distribution, sale, transfer or use of alcohol or illegal drugs in the workplace, while on duty or while operating employer-owned vehicles or equipment.
• Fighting or threatening violence in the workplace.
• Sexual or other unlawful or unwelcome harassment.
• Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace.
• Unauthorized use of telephones, mail system or other employer-owned equipment.
• Unauthorized disclosure of business “secrets” or confidential information.

CODE OF CONDUCT
The following Code of Conduct describes behavioral standards to guide us in meeting our mission. We believe that these standards are already understood and being followed.

Throughout this employee handbook, the term "Member" refers to the following Members of The Center:

• All employees, including regular full-time, hourly, fixed-term contract, and regular part-time workers.
• All volunteers, interns & externs.
• All Members of the Board of Directors.
• All third-party service providers, including consultants, vendors, and contractors, when they are doing business with The Center.

The Center is committed to the highest ethical and professional standards of conduct as an integral part of its mission. To achieve that goal, The Center relies on each Member's ethical behavior, honesty, integrity, and good judgment. Each Member should demonstrate respect for the rights of others. Each Member is accountable for his or her own actions.

COMPLIANCE WITH LAWS AND CENTER POLICIES
The Center and each of its Members must transact The Center's business in compliance with all laws, regulations, and The Center's policies related to their positions and areas of responsibility. It is the responsibility of the staff to attend and actively participate in all training. Understanding and following these standards can be complex, so managers and supervisors are responsible for teaching and monitoring compliance in their areas. The Center expects all of its Members to meet the following expectations when acting on its behalf:

• At all times, act with fairness, honesty, integrity, and openness, and in accordance with any professional standards that apply to the responsibilities you perform for or on behalf of The Center.
• Respect the opinions of others and treat everyone with equality and dignity without regard to race, color, religion, sex, ancestry, national origin, citizenship, age, pregnancy, handicap or disability, genetic information or condition, sexual orientation, military status or status as a veteran.
• Promote the mission and objectives of The Center in all dealings with the public on behalf of and within The Center.
• Provide a positive and valued experience for those receiving service within and outside The Center.
• Comply with both the letter and the spirit of any training or orientation provided to you by The Center in connection with your responsibilities.
• Adhere to the policies and procedures of The Center and support the decisions and directions of the Board and its authorized agents.
• Take responsibility for your actions and decisions. Follow reporting lines to facilitate the effective resolution of any issues that may arise.
of problems.

The Center must comply with government rules and regulations that protect the work environment and promote workplace safety. The Center must operate its facilities with all of the necessary permits, approvals, and controls, especially with respect to handling and disposal of hazardous and bio-hazardous materials and waste. Anyone working with or around these materials must be familiar with the rules, regulations, and policies that apply to them.

Every Member of the Center is responsible, within the scope of his or her work, for the integrity and accuracy of The Center's documents and records. No one may falsely or improperly alter information on any record or document. The Center retains all documents and records in accordance with the law.

PROGRESSIVE DISCIPLINE
The Center’s progressive discipline policy and procedures are designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable employee behavior and performance issues. It has been designed consistent with The Center’s organizational values, human resource (HR) best practices and employment laws.

Outlined below are the steps of The Center’s progressive discipline policy and procedure. The Center reserves the right to combine or skip steps depending on the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. 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 and performance issues have on the organization. The investigation and discipline process should be initiated and completed within five business days. Progressive disciplinary action will be based on documentation reviewed over a rolling 12-month basis.

**Step 1: Coaching and verbal warning**
Step 1 creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct or attendance issue. The supervisor should discuss with the employee the nature of the problem or the violation of company policies and procedures. The supervisor is expected to clearly describe expectations and steps the employee must take to improve performance or resolve the problem. The employee will be provided written documentation of this meeting. The employee will be asked to sign this document to demonstrate his or her understanding of the issues and the corrective action.

**Step 2: Written warning**
Although the Center hopes that the employee will promptly correct any performance, conduct or attendance issues that were identified in Step 1, The Center recognizes that this may not always occur. The Step 2 written warning involves more formal documentation of the performance, conduct or attendance issues and consequences.

During Step 2, the immediate supervisor and HR or designee will meet with the employee to review any additional incidents or information about the performance, conduct or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance or conduct expectations.

A formal performance improvement plan (PIP) requiring the employee’s immediate and sustained corrective action may be issued within five business days of a Step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the written warning.

**Step 3: Suspension and final written warning**
There may be performance, conduct or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of this progressive discipline policy and procedure are subject to approval from a next-level manager and HR.

Depending on the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. HR will provide guidance so that the discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to the employee if an investigation of the incident or infraction absolves the employee. A formal performance improvement plan (PIP) requiring the employee’s immediate and sustained corrective action may be issued within five business days of a Step 3 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the written warning.

**Step 4: Discharge**
The last and most serious step in the progressive discipline procedure is to terminate employment. Generally, The Center will try to exercise the progressive nature of this policy by first providing warnings, a final written warning or suspension from the workplace before proceeding to terminate employment. However, The Center reserves the right to combine and skip steps depending on the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action.

**Appeal Process**
Employees will have the opportunity to present information that may challenge information management has used to issue disciplinary action. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the employee’s performance or conduct issues while allowing for an equitable solution. If the employee does not present this information during any of the step meetings, he or she will have five business days after that meeting to present such information.

**Performance and Conduct Issues Not Subject to Progressive Discipline**
Behavior that is illegal is not subject to progressive discipline, and such behavior may be reported to local law enforcement authorities. Similarly, theft, substance abuse, intoxication, fighting and other acts of violence at work are also not subject to progressive discipline and may be grounds for immediate termination.

**Documentation**
The employee will be provided copies of all progressive discipline documentation. The employee will be asked to sign copies of this documentation attesting to his or her receipt and understanding of the corrective action outlined in these documents. Documents will be placed in the employee’s official personnel file.

**Important note:** Nothing in this policy provides any contractual rights regarding employee discipline or counseling, nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between The Center and its employees.
ATTENDANCE

Call Off Coverage
It shall be the policy of The Center that employees in all positions will be committed to follow this policy, which will enable the Center to help everyone be more conscientious and considerate of co-workers and clients.

Employees missing work must notify their immediate supervisor at least 3 hours prior to the start of their scheduled shift. When a staff person is calling off, they must make every reasonable attempt to find their own coverage for the shift they are calling off for. They must notify the Program Supervisor that they need to call off and are attempting to find coverage. Once they find coverage, they must notify the Program Supervisor who the person will be covering the shift. The person covering the shift will also confirm with the Program Supervisor. If this is not confirmed, it will not be considered covered.

If the staff person calling off is not able to find coverage after making every reasonable attempt, the Program Supervisor will then assist. When a staff person is able to find their own coverage, they will not be charged with a call-off, but will have to use PTO/RTO time. If the staff person is unable to find their own coverage, then a call-off will be recorded and PTO/RTO time will be used. Staff must continue to maintain their Full-Time or Part-time status. Excessive use of this can result in administrative follow-up.

Employees must contact their immediate supervisor via telephone. If the immediate supervisor is not available, the employee must speak to a Program Manager. Voicemail/text message is not acceptable notification.

Shift Switch
A staff person has the option of trading a shift with another staff person. Switching shifts cannot result in an increase in hours. A shift switch form must be completed prior to the first shift occurring and must be approved by a supervisor. At no time are staff to trade days with each other, short term (only once) or long term (during a seasonal event, etc.), without the proper authorization from their supervisor. Failure to follow this procedure may result in disciplinary action. Attendance policy will apply, as written in the employee handbook. Staff must continue to maintain their PT/FT status.

Shift Surrender
A staff person has the option of giving a shift to another staff person. A shift surrender request must be completed prior to the shift occurring and must be approved by the supervisor. At no time are staff permitted to surrender a shift without proper authorization from a supervisor. The staff person surrendering their shift must use PTO/RTO time, if they are not in over-time status for the pay period. Failure to follow this procedure may result in disciplinary action. Attendance policy will apply, as written in the employee handbook. Staff must continue to maintain their PT/FT status.

Absences and Tardiness
Prescheduled time away from work using PTO days or time away with appropriate documentation are not considered occurrences for the purpose of this policy.

To eliminate fault as a basis for determining whether an absence or tardiness is excused or unexcused, this No-Fault System is established. Disciplinary action may be required and will be based on frequency of occurrences in accordance with the following:

Absenteecism is defined as being absent from work on any scheduled workday, even though the employee has notified the Center. Each period of consecutive unplanned absence due to medical emergencies will be recorded as “one occurrence” regardless of the number of days’ duration and will be subject to the Center’s Leave Policy. Employees who are absent without call-in will be suspended without pay for three consecutive days. If the
employee has already begun the step discipline process for attendance/punctuality when a no-call/no-show occurs, the disciplinary process may be accelerated to the final step.

Management may consider extenuating circumstances when determining discipline for a no-call/no-show (for instance, if the employee is in a serious accident and is hospitalized) and has the right to exercise discretion in such cases.

Tardiness or leaving early for half of the scheduled shift will be considered a call-off, and will be charged as one absence occurrence. An employee is considered late if he or she reports to work more than seven minutes after the scheduled starting time; an early departure is one in which the employee leaves before the scheduled end of his or her shift.

If an employee picks up a shift, it is part of their schedule. Employees who report to work late or who leave before the end of the shift (with management permission) will be charged with one-half of an absence occurrence for either of these events.

Absence due to bereavement leave, military duty, jury duty, approved vacations or holidays, and work-related injuries, will not be recorded as an occurrence of absence for purposes of disciplinary action.

Absence records will be maintained for a rolling 12-month period, starting with the employee’s first occurrence of absence. All absence records and warning notices which are one year old or older shall not be considered for purposes of disciplinary action under this policy. For each calendar month of perfect attendance, an employee with an absentee record will have one occurrence deducted from the absentee record.

**Corrective discipline will be administered according to the following:**

- Five unplanned occurrences within a rolling 12-month period: Verbal warning.
- Six unplanned occurrences within a rolling 12-month period: Written warning.
- Seven unplanned occurrences within a rolling 12-month period: Final Written warning and 3-day suspension.
- Eight unplanned occurrences within a rolling 12-month period: Discharge
- No-call No-show 1st occurrence: 3-day unpaid suspension.
- No-call No-show 2nd occurrence: Discharge

**Corrective discipline will be administered for employees in their introductory according to the following:**

- One unplanned occurrence within a rolling 12-month period: Verbal warning.
- Two unplanned occurrences within a rolling 12-month period: Written warning.
- Three unplanned occurrences within a rolling 12-month period: Final Written warning and 3-day suspension.
- Four unplanned occurrences within a rolling 12-month period: Discharge
- No-call No-show 1st occurrence: 3-day unpaid suspension.
- No-call No-show 2nd occurrence: Discharge

**Procedures**

No disciplinary actions will be taken without the direct involvement of the Human Resource (HR) department as counsel to management. All verbal warnings will be delivered by the direct supervisor, manager, or HR as
circumstances require. Management reserves the right to use its discretion in applying this policy under special or unique circumstances.

Although occurrences will roll off an employee’s record after twelve months, habitual offenders (those who have established a pattern of absences, or routinely calling off on the weekends) may trigger step discipline even though twelve-month old infractions have fallen off, if he or she continues to incur occurrences. Management reserves the right to amend or discontinue this policy at any time without notice.

MANDATORY MEETINGS AND TRAININGS
Employees are required to attend all scheduled mandatory meetings and training. Ongoing communication and training are essential to the success of the Center. Written documentation must be provided in the event that a staff person is unable to attend a mandatory meeting or training. Failure to attend without written documentation will result in the staff person attendance being logged as a call-off. Additionally, if the staff person does not show for training that is paid for by the Center (i.e. CPR, First Aid, and Medication Delegation), he or she will be responsible for the cost of the training and may be removed from the schedule until the training is completed.

SOLICITATION/DISTRIBUTION
Solicitation by employees on Center property is prohibited when the person soliciting or the person solicited is on working time. Working time does not include unpaid meal, or authorized break times. Distribution of literature by employees on Center property during working time is prohibited.

CONFIDENTIALITY
The Center maintains confidential records for a variety of business needs. Records include detailed information about clients receiving services, job applicants, employees, agency finances, and future planning. The Center keeps many records confidential as required by law. It keeps other information confidential to protect the privacy of individuals doing business with The Center.

The Center expects its Members to protect this information by safeguarding it when in use, storing it properly when not in use, and discussing it only with those who have a legitimate business need to know such information. All Members should:

- Respect and maintain the confidentiality of information gained as a Member, including, but not limited to, all computer software and files, The Center's business documents and printouts, and all volunteer, employee, donor, and supporter records.
- Respect and maintain the confidentiality of individual personal information about clients gained through the Member's role with The Center.
- No Member shall disclose confidential information gained through his or her official position with The Center, or use such information for his or her personal gain or benefit.
- Hold all confidential conversations in a private area.

Members who are uncertain about the use of records and information should contact their managers or supervisors.

CONFIDENTIALITY OF CLIENT INFORMATION
Client information is confidential. All persons with access to client information shall protect and maintain the confidentiality of client information, and shall use and disclose client information in accordance with applicable Center policies.
The purpose of this policy is to ensure the protection and appropriate use of client information. As used in this policy, "client information" includes all health and financial information pertaining to an individual, relative, or household Member of the client.

“Health information”, for the purpose of this policy, is defined by the Health Insurance Portability and Accountability Act of 1996 (HIPPA), and includes any information, oral or recorded in another form or medium, that is created or received by a health care provider and relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care services to an individual, or the payment for the provision of health care services. Health information may be found in medical records, patient information stored in computerized databases, fax transmittals, email correspondence, census lists, and/or any additional Center documentation.

For the purpose of this policy, health information that identifies or can be used to identify an individual is considered Protected Health Information (PHI) under HIPPA. Any of the following information pertaining to a client or the relatives, employees or household Members of the client can be used to identify a client which include: name, street address, city, county, precinct, zip code, geocode, birth date, admission date, discharge date, date of death, age, telephone number, fax number, e-mail, social security number, medical records number, health plan number, account number, certificate/license number, vehicle ID number, and license plate, device identifier, web location, Internet Address, biometric identifier, photographs or any unique ID.

"Financial Information", for the purpose of this policy, includes but is not limited to health care claims information (including diagnostic and procedural codes, services rendered and charges associated with those services), insurance or other payment information, payment activity, coordination of benefits, claim status, referral certifications and authorizations, health claim attachments and collection activity documentation. Financial information may be information generated by The Center or received from other parties.

- All client information that identifies or can be sued to identify an individual is confidential and must be safeguarded.
- Access to client information shall be limited to members of The Center staff, students and Interns, volunteers, and business associates who are directly or indirectly involved in a client’s care or finances and who have a “A Need to Know” the information to perform specific tasks or provide specific services. Persons not involved with the clients care or and/or who do not have a specific need to know client information for the performance of specific services shall neither have nor seek access to client information.
- Access to client information shall be limited to the minimum necessary to perform a specific task or provide a specific service. Access to client health information must follow the additional minimum necessary requirements.
- Release, use or disclosure of client health information must follow the policies and procedures of The Center.
- Each department shall develop and implement appropriate physical, technical and administrative safeguards to protect the confidentiality of client information. Reasonable efforts to maintain client confidentiality may include selecting private setting to conduct interviews, refraining from discussing patient information in public areas, location of records and files in non-public areas, appropriate location and position of computers and electronic devices.
- PDA's that contain PHI must incorporate the use of password protection. The physical security of the device must always be maintained by the user.
- Use of the electronic mail system for client information must follow confidentiality protocol of The Center.
- Facsimile transmission of patient information must follow the confidentiality policy and protocol of The Center.
- Voice messages containing confidential client information generally should not be left on recorders. Messages to patient recorders should be limited to pre-registration information, confirmation of
appointment, or to solicit a return call, unless otherwise agreed or requested by the client.

- Each Department Head is responsible for implementing and enforcing this policy and for developing procedures to safeguard client information.

- A confidentiality statement acknowledging that an individual is aware of and understands The Center's confidentiality policy shall be signed prior to any person obtaining access or exposure to client information. Individuals with access to client health information are educated about confidentiality during orientation and during training on confidentiality with an annual review.

- Access to The Center's server requires an ID and password. Passwords must be changed on a regular basis. Unsuccessful user attempts to gain access to confidential client information will force the system to disable access.

- Breaches of confidentiality will be reported to and investigated by management in accordance with institutional corrective action/disciplinary policies.

THE EPILEPSY CENTER OF NWO CONFIDENTIALITY STATEMENT

As an employee of The Epilepsy Center of NWO, I agree to protect the confidentiality of any client information that becomes available or accessible through association with The Center. "Client Information" includes all health information, personal information, and financial information pertaining to a patient and the relatives or household Members of the client as described in the Confidentiality Policy Statement of The Center.

I WILL

- Avoid any inappropriate disclosure of confidential client information as outlined in the Confidentiality Policy.
- Use confidential files, data, and client information only for the purpose for which I have been specifically authorized.
- Immediately report any unauthorized access or use of confidential client information to my Coordinator and/or supervisor or Administration, as applicable.
- Properly dispose of confidential information according to company policy.
- Access, use, and disclose only that confidential information which is minimally necessary for the required purposes.

I WILL NOT

- Share confidential client information with anyone unless the information is required for service delivery.
- Review and/or access client information for which I have no authorization or no need to know.
- Make copies of any confidential client except as specifically authorized by my Coordinator and/or supervisors.
- Share my computer password or file access codes with anyone.
- Permit others to indicate my authorship for medical records or billing purposes.
- Allow unauthorized personnel access to files, computers, records, and/or other confidential information.

I understand that client information which is personally identifiable is considered confidential and may be protected by Federal and State laws. Breaches of confidentiality will be reported to and investigated by management in accordance with institutional corrective action/disciplinary procedures.

CONFLICT OF INTEREST POLICY

The Center's Members will take every due and proper measure to ensure that there is not- and shall not appear to be any conflict between the personal and private interests of the Member and his or her responsibility to The Center.

Conflicts of interest arise when a person participates in a decision about a matter that may benefit—or appear to
benefit that person individually because of his or her direct or indirect monetary gain in that matter. In the event that such a matter arises, the person shall formally disclose his/her personal interest, refrain from attempting to persuade or influence other persons participating in the decision, and shall not cast any vote or otherwise attempt to influence the matter. It is the duty of any person taking part in the operations of The Center to adhere to the Conflict of Interest Policy at all times, as follows:

- Members of The Center may not have a direct or indirect interest, financial or otherwise, of any nature that is in conflict with the interests of The Center in pursuit of its mission.
- No Member shall accept or solicit any gift, favor, or service.
- A Member shall not accept other employment, or engage in any business or professional activity, that actually or potentially intrudes upon or detracts from his or her responsibilities to The Center.
- No Member shall transact any business in his or her official capacity with any business entity of which the Member is an officer or agent, or in which the Member owns a substantial interest.

Members must disclose potential conflicts of interest to the Chief Executive Officer or Chief Program Officer as soon as possible after they realize that a conflict or potential conflict may exist. The fact that a Member has a potential conflict does not necessarily mean that it is unethical or impermissible, but the matter requires careful examination and monitoring.

CONTACT WITH THE MEDIA
The Chief Executive Officer and President of the Board of Directors are the only official spokespersons for The Epilepsy Center of Northwest Ohio. Center Members shall refer all incoming inquiries from any media representative to the Chief Executive Officer. The Center has this policy because Center Members may not always be fully aware of organization developments, or changes that might make their response to the media inaccurate or inappropriate. No Member shall initiate media contact of any type unless specifically directed to do so by the Chief Executive Officer.

COMPUTERS, E-MAIL, AND VOICE MAIL
Computers, the voice mail system, cell phones and the e-mail system are property of The Center, and are for business purposes of The Center and not for personal purposes of the employees or for inappropriate use. No employee shall disclose their codes or passwords to others, or use another person's code or password. The fact that an employee has a password does not mean that an employee should have an expectation of privacy. Use of computers, the voice mail system, or the e-mail system by an employee grants consent to management to monitor any usage or mail messages.

Employees should limit their on-line use to work related activities. Employees may not duplicate or download any software or copyrighted, patented, or trademarked material, or material otherwise identified as intellectual property belonging to The Center. All materials and information created, transmitted, or stored by Members via computer, voice mail, or e-mail, are the property of The Center.

SOCIAL NETWORKING POLICY
The Epilepsy Center takes no position on your decision to start or maintain a blog or participate in other social networking activities. However, it is the right and duty of The Epilepsy Center to protect itself from unauthorized disclosure of information. The Epilepsy Center’s social networking policy includes rules and guidelines for company-authorized social networking and personal social networking and applies to all executive officers, management and employees.
General Provisions
Blogging or other forms of social media or technology include but are not limited to e-mails, podcasts, video or wiki postings; sites such as Facebook and Twitter; chat, personal blogs or other similar forms of online journals; and diaries or personal newsletters not affiliated with The Epilepsy Center employees are expected to protect the privacy of The Epilepsy Center and its employees and clients are prohibited from disclosing personal employee information and any other proprietary and nonpublic information to which employees have access. Such information includes but is not limited to client information, trade secrets, financial information and strategic business plans. Negative statements about The Epilepsy Center, The Epilepsy Center employees or any affiliated business entities made verbally or on social media will not be tolerated and is grounds for termination. Nothing in this policy is intended in any way to restrict an employee’s right to engage in any concerted activities as described in the National Labor Relations Act (NLRA.)

Employer Monitoring
Employees are cautioned that they should have no expectation of privacy while using the Internet. Your postings can be reviewed by anyone, including The Epilepsy Center. The Epilepsy Center reserves the right to monitor comments or discussions about The Epilepsy Center, its employees, clients and the industry, including products and competitors, posted on the Internet by anyone, including employees and non-employees. The Epilepsy Center may use blog-search tools and software to monitor forums such as blogs and other types of personal journals, diaries, personal and business discussion forums, and social networking sites. Employees are cautioned that they should have no expectation of privacy while using company equipment or facilities for any purpose, including authorized blogging. The Epilepsy Center reserves the right to use content management tools to monitor, review or block content on company blogs that violate company blogging rules and guidelines.

Reporting Violations
The Epilepsy Center requests and strongly urges employees to report any violations or possible or perceived violations of the Social Networking Policy to managers. Violations include posting any harassing or discriminatory remarks, negative comments, or any discussion of proprietary information and any unlawful activity.

Discipline for Violations
The Epilepsy Center investigates and responds to all reports of violations of the social networking policy and other related policies. Violation of The Epilepsy Center’s social networking policy will result in disciplinary action up to and including immediate termination. Discipline or termination will be determined based on the nature and factors of any blog or social networking post. The Epilepsy Center reserves the right to take legal action where necessary against employees who engage in prohibited or unlawful conduct.

Personal Social Networking
The Epilepsy Center respects the right of employees to write blogs and use social networking sites and does not want to discourage employees from self-publishing and self-expression. The Epilepsy Center does not discriminate against employees who use these media for personal interests and affiliations or other lawful purposes.

Bloggers and commenters are personally responsible for their commentary on blogs and social networking sites. Bloggers and commenters can be held personally liable for commentary that is considered defamatory, obscene, proprietary or libelous by any offended party, not just The Epilepsy Center

Employees cannot use employer-owned equipment, including computers, company-licensed software or other electronic equipment, nor facilities or company time, to conduct personal blogging or social networking activities, unless specifically requested to do so by the management when it is in the interests of The Epilepsy Center.

Revised 8.1.2022
Employees cannot use blogs or social networking sites to post or display comments about co-workers, supervisors or anyone associated with or doing business with The Epilepsy Center that are discriminatory, negative, vulgar, obscene, harassing, or threatening.

If you choose to identify yourself as a The Epilepsy Center employee, please understand that some readers may view you as a spokesperson for The Epilepsy Center. Because of this possibility, we ask that you state that your views expressed in your blog or social networking area are your own and not those of The Epilepsy Center, nor of any person or organization affiliated or doing business with The Epilepsy Center.

Employees cannot post company-privileged information, including copyrighted information or company-issued documents. Employees cannot post on personal blogs or social networking sites photographs of other employees, clients, vendors or suppliers engaged in company business or at company events unless authorized to do so by The Epilepsy Center. If you have any questions relating to this policy, your personal blog or social networking, ask Management.

**EMPLOYEE OWNED ELECTRONIC DEVICE USE**

It is the policy of the Center to utilize personal and business phones in a respectable and appropriate manner.

Personal cellular phones are to remain in a silent mode and are not to be used during working hours, unless it is a personal emergency or work-related reason. This includes cellular phone accessories, such as earbuds, headphones, or similar devices. All phones located in the Central Office or in homes operated by The Center shall be used for business purposes only.

Using client telephones for personal calls should only be made in case of absolute necessity of an emergency and after permission has been granted from the client. Client phone numbers should not be distributed to anyone. Long distance calls or any other charges are absolutely prohibited. Should you incur a charge, you will be expected to reimburse the client or the Center. You may be subject to disciplinary action, pending an investigation.

When operating an agency vehicle, including a personal vehicle used for agency business, telephone usage is prohibited. If it becomes necessary to utilize a phone, staff shall pull over in a safe area prior to holding a call. The same holds true for text messaging, instant messaging, and emails. Violators of this policy are subject to disciplinary action as outlined in our Standards of Conduct policy.

**DRESS CODE**

You are expected to dress and groom yourself in accordance with accepted social and business standards, particularly if your job involves dealing with customers or visitors in person. Listed below are guidelines to help you determine what may or may not be appropriate to wear to work:

**Direct Care Staff and Non-Medical Transportation**

<table>
<thead>
<tr>
<th>Appropriate Dress Attire</th>
<th>Inappropriate Dress Attire</th>
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Revised 8.1.2022
- Shirt free of rips or tears.
- Jeans, skorts, or capris.
- Shorts are acceptable but must be no shorter than mid-thigh.
- Hair longer than shoulder length should be tied back.
- Leggings worn with shirt that covers backside.
- Shoes must cover the entire foot.
- Clothing containing offensive language or images.
- Open-toed or open-heeled shoes.
- Draping clothing and excessive jewelry such as dangly earrings, necklaces, bracelets and jewelry worn in body piercing other than the ears.
- Sleeveless shirts, halters or shirts that reveal cleavage or midriff.
- Leggings w/o shirt that provides coverage of backside.
- Head coverings, including hair scarves, bonnets, or durags. Hoodies are permitted as long as the hood is not covering the head.

**Central Office**

<table>
<thead>
<tr>
<th>Appropriate Dress Attire</th>
<th>Inappropriate Dress Attire</th>
</tr>
</thead>
<tbody>
<tr>
<td>Khakis or corduroys</td>
<td>Sweatpants, leggings, shorts, exercise wear.</td>
</tr>
<tr>
<td>Jeans on Casual Friday (must be clean and free of rips, tears and fraying).</td>
<td>Clothing containing offensive language or images.</td>
</tr>
<tr>
<td>Skorts and capris</td>
<td>Leggings w/o shirt that provides coverage of backside.</td>
</tr>
<tr>
<td>Leggings worn with shirt that covers backside.</td>
<td>Crop tops, clothing showing midriffs, spaghetti straps.</td>
</tr>
<tr>
<td>Polo collar, knit or golf shirts</td>
<td>Flip flops, athletic shoes, tennis shoes, Croc-like sandals.</td>
</tr>
<tr>
<td>Oxford shirts</td>
<td>Head coverings, including hair scarves, bonnets, or durags. Hoodies are permitted as long as the hood is not covering the head.</td>
</tr>
<tr>
<td>Company logo wear</td>
<td></td>
</tr>
<tr>
<td>Short-sleeve blouses or shirts</td>
<td></td>
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<tr>
<td>Turtlenecks</td>
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<tr>
<td>Blazers or sport coats</td>
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<tr>
<td>Jackets or sweaters</td>
<td></td>
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<tr>
<td>Casual, low-heel, open-back shoes</td>
<td></td>
</tr>
<tr>
<td>Sandals or open toe dress shoe.</td>
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</tbody>
</table>

Personal appearance should be a matter of concern for each employee. If your supervisor feels your attire is not acceptable, you may be asked to leave your workplace until you are properly attired. You will not be paid for the time you are off the job for this purpose. Your supervisor has authorization to determine the appropriateness of your dress. Violation of this standard will be subject to progressive disciplinary action.
HARASSMENT-FREE WORKPLACE
The Center is committed to maintaining a work environment that is free of all forms of discrimination and conduct that is harassing, intimidating, retaliatory or abusive, including sexual harassment. In keeping with this commitment, we will not tolerate any form of unlawful harassment against our employees by anyone, including supervisors, other employees, vendors, clients, or consumers. All employees are expected to avoid any behavior or conduct that could reasonably be interpreted as the harassment of an employee or a person who does business with the Center.

Harassment Defined
Harassment consists of unwelcome and offensive conduct, whether verbal, physical, or visual, that is based upon a person’s race, creed, color, religion, national origin, gender/sex, ancestry, age, disability/handicap, marital status, genetic information, pregnancy, sexual orientation, gender identity, military or veteran status or any other prohibited basis. Harassment includes conduct that denigrates or shows hostility or aversion toward an individual or persons belonging to a protected class. All of the following sections apply equally to all forms of prohibited harassment.

Sexual Harassment Defined
The Equal Employment Opportunity Commission (EEOC) guidelines define sexual harassment as unwanted or unwelcome sexual advances, requests for sexual favors or other verbal or physical acts of a sexual or sex-based nature where (1) submission to such conduct is made either explicitly or implicitly a term or a condition of an individual's employment; (2) an employment decision is based on an individual's acceptance or rejection of such conduct; or (3) such conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

Examples of specifically prohibited conduct include:

- Promising an employee, a reward, directly or indirectly, if the employee complies with a sexually oriented request;
- Threatening or retaliating against an employee, directly or indirectly, if the employee refuses to comply with a sexually oriented request;
- Denying an employee an employment-related opportunity, if the employee refuses to comply with a sexually oriented request;
- Engaging in indecent exposure; or
- Making sexual or romantic advances toward an employee or persisting despite the employee's rejection of the advances;
- Sex-oriented joking or "kidding";
- Display of foul or obscene printed or visual material or images of any kind;
- Physical contact such as patting, pinching, or brushing up against another's body.

While such conduct can amount to sexual harassment only if it is both unwelcome and either severe or pervasive, the Center nonetheless discourages any such conduct in the workplace, regardless of the circumstances. Everyone at the Center and especially each supervisor and manager should avoid behavior or conduct that could be interpreted as unlawful harassment. All employees should also understand the importance of informing an individual whenever that individual’s behavior is unwelcome, offensive, or inappropriate. Sexual harassment can be physical and/or psychological in nature. A combination of a series of incidents can constitute sexual harassment even if one of the incidents considered on its own would not be harassing.

Filing a Complaint
An employee who believes that he or she was subjected to discrimination, harassment, or any unwanted sexually oriented behavior should:

- If possible, make their unease and/or disapproval directly and immediately known to the harasser, including asking them to stop;
- Make a written record of the date, time, and nature of the incident(s) and the names of any witnesses; and
- Report the incident and all related information to the Human Resource Manager.

All Center employees are responsible to help assure that we avoid sexual harassment. If you feel you have experienced or witnessed sexual harassment, you are to notify immediately your supervisor or the Human Resource Manager. There will be no retaliation against anyone for reporting harassment, or for cooperating with an investigation of a complaint of harassment. False accusations, brought forward in malice however, will not be condoned and appropriate levels of discipline will be carried out, up to and including termination.

**Investigation of a Complaint**

The Center will investigate each complaint promptly and discreetly. Your confidentiality and that of any witness and of the alleged harasser will be protected against unnecessary disclosure, unless the Center deems it necessary to disclose information to protect its interests. Absolute confidentiality is not possible.

If an investigation confirms that a violation of this policy has occurred, then appropriate corrective action, including disciplinary action up to and including termination, will be taken. Those not cooperating in the investigation of a compliant may also be subject to disciplinary action.

In investigating complaints of harassment under this policy, the Center may impose discipline for inappropriate conduct without regard to whether the conduct constitutes a violation of the law and even if the conduct does not rise to the level of violation of this policy. The Center will advise interested parties of the outcome of an investigation, although not necessarily all details of the actions the Center has taken to maintain a harassment-free environment.

**WORKPLACE VIOLENCE**

The Center strives to maintain a safe work environment free from intimidation, threats, or violent acts. This includes, but is not limited to:

- Intimidating, threatening, aggressive or hostile behavior that creates an objective, reasonable fear of injury to another person or subjects another individual to emotional distress;
- Intentionally damaging employer property or property of another employee;
- Physical assault or abuse; hitting or shoving an individual with any part of one’s body and/or object;
- Threatening to harm an individual or his/her family, friends, associates, or their property;
- Making harassing or threatening phone calls, or sending harassing or threatening letters, emails, text messages, or other forms of written or electronic communications;
- Intimidating or attempting to coerce an employee to do wrongful acts, as defined by applicable law or policy that would affect the business interests of the Company;
- The willful, malicious, and repeated following of another person, also known as “stalking”;
- Making a credible threat with intent to place the other person in reasonable fear for his/her safety;
- vandalism or arson
- sabotage
- possession or use of weapons on company property; or
- any act which, in management’s opinion, is inappropriate to the workplace.
Employees who feel subjected to any of the behaviors listed above should immediately report the incident to any supervisor or manager of The Center. Complaints will receive attention and the situation will be investigated. Based upon the results of the inquiry or direct observation, disciplinary action, up to and including termination, may be taken. Law enforcement authorities may also be involved.

Suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance, do not try to intercede. Employees who observe or have knowledge of any violation of this policy should immediately report such acts to their supervisor or a manager of The Center. In the case of an emergency, employees should contact the proper emergency agency immediately and then a supervisor or a manager of The Center.

**BULLYING IN THE WORKPLACE**

The Center is committed to a workplace free of threats, intimidation, violence, and bullying. Bullying is any “repeated, unreasonable behavior directed toward an employee, customer, or vendor that is intended to intimidate, creates a risk to health and safety, or results in threatened or actual harm.” Such behavior violates the Company’s Workplace Violence policy.

The following list describes activities that are expressly prohibited and is not exhaustive:

- Pushing, shoving, kicking, poking, tripping, assault, or threat of physical assault
- Intimidating, threatening, or hostile statements, actions or gestures
- Slander, ridiculing, or maligning a person or his/her family
- Persistent name calling which is hurtful, insulting, or humiliating
- Verbal abuse, demeaning comments or offensive remarks
- Direct, conditional, or veiled threats
- Yelling, screaming, and other demeaning behavior
- Public humiliation
- Non-verbal threatening gestures such as glance which convey threatening messages, clenched fists, or a threatening posture
- Damage to a person’s work area or property
- Excluding someone from workplace activities; social isolation

The Center expects employees to behave in a professional manner and to treat co-workers, clients, and vendors with dignity and respect when they are at work.

If you feel you have been bullied, you should immediately contact your supervisor. If you are not comfortable discussing the problem or complaint with your supervisor, you may discuss the situation with another supervisor in the same department or go directly to the department manager or Chief Executive Officer. If you are not comfortable discussing the situation with another supervisor or manager, you may speak with Human Resources.

Complaints will be investigated and The Center will protect the confidentiality of complaints to the extent possible. If the investigation determines that bullying occurred, the Center will initiate an immediate and appropriate response.

Managers, supervisor and all employees are required to cooperate fully with any investigation and resolution of all bullying complaints.
NO WEAPON POLICY
The Center prohibits the presence of a firearm, deadly weapon or dangerous ordinance anywhere on our premises or property. The Center has clearly posted signs to this effect at all entrances. Any violators will be subject to the strongest legal action by the Center including disciplinary action up to and including termination, the use of law enforcement and the use of criminal prosecution measures. This policy applies to anyone with or without a concealed carry license excluding responding law enforcement officials. This policy applies to owners, visitors, vendors, employees, truck drivers, couriers, contractors and customers. This list is not all inclusive.

A deadly weapon or dangerous ordinance can be any firearm, explosive, pepper spray, knife with blade longer than 2.5 inches in length or any weapon of a dangerous nature. This list is not all inclusive.

Premises and/or property includes our building, parking lot and all Center vehicles. This list is not all inclusive.

To ensure the safety and well-being of all employees, customers and other visitors, The Center reserves the right to inspect and/or search all areas in appropriate circumstances.

SMOKE-FREE POLICY
In accordance with Ohio Revised Code, Chapter 3794, smoking is prohibited anywhere inside company buildings or outside the buildings near any point of entrance or exit. The law also prohibits smoking inside company vehicles.

Smoking is permitted when done at least 25 feet from any building entrance or in the employee's vehicle, as long as that vehicle is parked at least 25 feet from any building entrance or exit. Smoking receptacles will be provided in the approved areas and must not be moved. Smokers are required to maintain good housekeeping standards in these areas. Contractors, visitors and/or vendors must be informed of and comply with the Smoke-Free policy.

Violations should be reported immediately to a senior manager. No employee may be subject to retaliation for reporting violations of the Smoke-Free Policy or taking any other action allowed under the Ohio Law.

Residential Smoking
Epilepsy Center employees and individuals have a right to a smoke-free environment, one free of secondary hazards. Smoking is prohibited in the Central Office and in all vehicles owned or leased by The Epilepsy Center. Employees are also prohibited from smoking when transporting individuals in their own vehicle. Smoking within the residential program is permitted under the rules of that program and in accordance with The Ohio Department of Developmental Disabilities and any applicable local ordinances. Staff are not permitted to smoke on the grounds of any individual residence or in the presence of clients.

PERSONAL BELONGINGS
The Center is not responsible for your personal belongings including but not limited to vehicles. The Center may assist in the investigation of any missing items and take disciplinary action against anyone responsible for the disappearance of personal items. The Center will not replace missing items.

Personal belongings may not be stored at client homes. Items necessary during your shift may be brought on site, but must be removed when the shift is over.

DRIVING RECORD & PROOF OF AUTO INSURANCE
The Center will obtain an Unofficial Driver's Abstract from the BMV upon employment offer. Employees are
reponsible for providing the Human Resource Department with a copy of their Driver's License and proof of current auto insurance upon employment offer and upon renewal annually. Employees are also responsible for notifying their immediate supervisor of any moving violations or change in driving privileges at the time of the incident, especially if a client was in the vehicle when the incident happened.

Your driving record may affect your employment opportunities. Failure to provide required information or to disclose accident or violation information within 10 business days could result in disciplinary action, up to and including termination.

Failure to prove you have a current driver’s license and current auto insurance within 10 business days after you were asked could result in disciplinary action up to and including termination.

OPERATING AGENCY VEHICLES
When operating an agency vehicle, staff must follow all Ohio motor vehicle laws. Seatbelts must be worn for all required passengers, cell phone usage is prohibited and staff may not smoke in any agency vehicle, or personal vehicle if a client is present.

Non-Medical Transportation (NMT) Drivers are required to stop their bus at all railroad crossings within 50 feet and not less than 15 feet from the nearest rail at the crossing, with or without passengers.

Employees must have a valid driver’s license and be eligible for insurance coverage through the agency. Any employee who is unable to be covered as part of the agency policy will not be eligible to drive company vehicles.

Staff that operates an agency vehicle for the purpose of providing non-medical transportation services will be disciplined in accordance with the Center’s progressive discipline policy for sited accidents, traffic incidents and moving violations. Staff will receive a coaching for initial violations that are discovered upon review of Fleetmatic reports. Additionally, staff will be disciplined in accordance with The Center’s progressive discipline policy for repeated violations identified through Fleetmatic reports. More than three sited incidents in one year will result in removal as a non-medical transportation driver for six months.

DRUG-FREE WORKPLACE PROGRAM
This Policy describes The Center's Drug-Free Workplace Program, and every employee is expected to read and understand it. The Policy applies to every employee including management, and also applies to volunteers, contractors and subcontractors we may use. The consequences stated in this Drug-Free Policy will apply to anyone who violates the Policy.

The Center believes that it is very important to provide a safe workplace for all of its employees. The Center is taking steps to address the problem of substance use that negatively affects every workplace, including ours. The Center is concerned with the health and well-being of all employees. Behaviors related to substance use can endanger all employees, not just substance users. We can't condone and won't tolerate behaviors on the part of employees that related to substance use, such as:

- Use, possession, manufacture, distribution, dispensation or sale of a controlled substance or unauthorized prescription medications on Center premises, in any facility maintained by The Center, while on Center business, or in Center supplied vehicles, during working hours, or on personal time.
- Use, possession, manufacture, distribution, dispensation or sale of a controlled substance or unauthorized prescription medications off Center premises.

Revised 8.1.2022
• Being under the influence of alcohol or a controlled substance on Center premises, while on Center business, at any facility maintained by The Center, in Center-supplied vehicles, or during working hours.
• Use of alcohol off Center premises that adversely affects the individual’s work performance, his own or other’s safety at work, or in a manner the Center regards as adversely affecting its reputation in the community or with its customers.
• Switching or adulterating any urine, blood or other sample submitted for testing.
• Refusing consent to testing or to submit urine, blood or other sample for testing when requested by management in accordance with this policy.
• Failure to adhere to the requirements of any alcohol or drug treatment or counseling program in which the employee is enrolled.
• Failure to notify The Center of any arrest or conviction under any criminal drug law or any laws prohibiting driving under the influence of alcohol or other drug, within 5 days after the arrest or conviction.
• Nothing contained in this policy shall prohibit the responsible use of alcohol at events sponsored or authorized by The Center on Center premises or while on Center business.

Management is fully committed to our Drug-Free Workplace Policy which establishes clear guidelines for acceptable and unacceptable employee behavior for everyone in the workplace. We will not tolerate substance use in violation of this Policy and intend to hold everyone reasonably responsible for supporting the Policy.

The Center holds all employees accountable in terms of substance use but also supports getting help for employees. Employees who come forward voluntarily to identify that they have a substance problem will receive Center support and assistance. However, if an employee has a substance problem and does not come forward, and the employee then tests positive for drug or alcohol use in violation of this Policy, The Center reserves the right to terminate employment for violation of this policy. Employees whose jobs are subject to any special law or regulation may face additional requirements in terms of substance use. Other consequences that apply to all employees who violate this Policy are spelled out within this document.

Employees will have the opportunity to receive information about how substance use is a problem affecting the workplace. You will learn the signs and symptoms, dangers of use, and how and where to get help for yourselves and your families. The Chief Executive Officer will be our Drug-Free Workplace Coordinator so everyone knows who to go to for information or help. The Chief Executive Officer will be responsible for arranging drug and alcohol testing, as needed, and will maintain a list of places that employees can turn to for help for themselves and/or their families. The Chief Executive Officer will also arrange to get knowledgeable presenters to educate our employees about substance use.

**USE OF OVER THE COUNTER MEDICINE AND AUTHORIZED USE OF PRESCRIBED MEDICINE**
Employees using over the counter medication or medication prescribed by a physician are expected to discuss potential side effects with a physician. An employee using any drug that may alter his or her physical or mental ability must report this treatment to their supervisor.

**Employee Assistance**
The Center is supportive of employees taking action on their own behalf to address a substance problem. We recommend the employee contact their health care provider for assistance. In addition, we will provide a list of local community resources to employees who come forward voluntarily to seek help. This is a list of places to go for an assessment and for treatment. When an employee has a substance problem, we will meet with the employee to discuss the problem and any violation of this Policy. The Center reserves the right to terminate based on a positive test.

**When Will a Test Occur?**

Revised 8.1.2022
In accordance with applicable federal, state and local laws, The Center shall have the right to require any employee to submit to drug and alcohol testing under certain circumstances. Such testing may include, where permitted by law:

**Post-Offer, Pre-Employment Medical Examination and Drug Testing**

As part of The Center’s pre-employment screening procedures, upon receipt of a conditional offer of employment, all applicants will be required to undergo a pre-employment medical examination and a drug screen/test. Any offer of employment depends upon satisfactory completion of this examination and/or screening, and the determination by The Center and its testing facility that the person is capable of performing the responsibilities of the position that has been offered.

**Reasonable Suspicion Testing**

Reasonable suspicion testing for drugs or alcohol will occur when management has reason to suspect that an employee may be in violation of this Policy. The suspicion will be documented in writing prior to the release of the test findings. A reasonable suspicion test may occur based on:

- Observed behavior, such as direct observation of drug/alcohol use or possession and/or physical symptoms of drug and/or alcohol use;
- A pattern of abnormal conduct or erratic behavior;
- Arrest or conviction for a drug-related offense, or identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking. The employee is responsible for notifying The Center within five (5) working days of any drug-related conviction;
- Information provided either by reliable and credible sources or independently corroborated regarding an employee’s substance use; or
- Newly discovered evidence that the employee has tampered with a previous drug or alcohol test.

Testing may be for drugs or alcohol or both. Transportation by a member of management to a testing site will be provided for employees suspected of being under the influence.

Any employee who is tested will immediately be placed on administrative leave pending test results. If the initial test results are negative, the administrative leave will be paid. If the confirmatory test results are positive, the suspension will be unpaid.

An employee's failure to comply with the request for a specimen for Reasonable Suspicion testing will result in immediate termination of employment.

**Post-Accident Testing**

Post-Accident testing will be conducted whenever an accident occurs, regardless of whether there's an injury. We consider an accident to be an unplanned, unexpected or unintended event that occurs on our property, during the conduct of our business, or during working hours, or which involves one of our motor vehicles or motor vehicles that are used in conducting company business, or is within the scope of employment, and which results in any of the following:

- A fatality of anyone involved in the accident;
- Bodily injury to the employee and/or another person that requires off-site medical attention away from The Center’s place of employment.

When such an accident results in one of the situations above, any employee who may have contributed to the accident will always be tested for drugs and alcohol.
The results of, or the employee's refusal to submit to, any drug and/or alcohol test described above may affect the employee’s eligibility for compensation and benefits pursuant to Ohio’s workers’ compensation laws. An employee's failure to comply with the request for a specimen for random testing will result in termination of employment.

Drug and/or Alcohol Testing After an Accident
Urine specimen collection (for drugs) or breath/saliva (for alcohol) is to occur as quickly as possible after a need to test has been determined. At no time will a urine specimen for drug testing be collected after 32 hours from the time of an employment-related incident. Breath or saliva alcohol testing will be performed as quickly as possible, but no later than eight hours after the incident. If the employee responsible for an employment-related accident is injured, it is a condition of employment that the employee grants The Center the right to request that attending medical personnel obtain appropriate specimens (breath, urine and/or blood) for the purpose of conducting alcohol and/or drug testing. Further, all employees shall grant The Center access to any and all other medical information that may be relevant in conducting a complete and thorough investigation of the work-related accident including a full medical report from the examining physician(s) or other health care providers. A signed consent to testing form is considered a condition of employment.

Random Drug Testing
Random drug testing will include all employees and is conducted on an unannounced basis.

Follow-Up Testing After Return-to-Duty from Assessment or Treatment
This test occurs when an employee has previously tested positive and the decision is made to not terminate the employee. A negative return-to-duty test is required before the employee will be allowed to return to work. If the employee fails this test, this will lead to termination of employment. Once an employee passes the drug and/or alcohol test and returns to work, management may choose to do a minimum of four (4) additional unannounced follow-up tests periodically for as long as we deem necessary. Any employee with a second positive test result will be terminated.

An employee’s failure to comply with the request for a specimen for Follow-Up or Return-to-Duty testing will result in termination of employment.

Positive Test Results
Applicants who are found to have a confirmed positive Post-Offer, Pre-Employment drug test will not be hired.

Employees who are found to have a confirmed positive Reasonable Suspicion, Random or Post-Accident drug and alcohol test will be immediately placed on administrative leave, required to participate in a condition evaluation and correction plan, and provide a negative return-to-duty drug or alcohol test prior to returning to work. See “Follow-Up Testing After Return-to-Duty from Assessment or Treatment”. Employees will be given up to thirty days to retest.

Termination Notices
In those cases where substance testing results in the termination of employment, all termination notices will list “misconduct” as the reason. Termination shall be deemed “for cause”.

Revised 8.1.2022
ADMINISTRATIVE LEAVE

Employees may be placed on administrative leave in the case of a Major Unusual Incident, as defined in Ohio Administrative Code 5123:2-17-02: Incidents Adversely Affecting Health and Safety, or any other internal investigation deemed necessary by The Center.

- If an incident of abuse, neglect, misappropriation, exploitation, or prohibited sexual relations is reported, the PPI (Primary Person Involved) will be placed on administrative leave, effective immediately, the PPI shall not have any client/staff contact until the investigation is completed and/or approved by The Center.

- The PPI shall make themselves available each weekday from 8:30 am – 4:30 pm if necessary for interviews. The PPI will receive a call from The Center each day between 9:00 am and 10:00 am to provide information on the investigation and that day’s schedule.

- Any staff person involved in a MUI or internal investigation must make themselves available for an interview. The preferred meeting format is in person, but interviews may be done telephonically if necessary and appropriate for the investigation. The lead investigator will make the determination on the appropriate interview format.

- Any staff person put on leave during the course of an investigation shall be paid their regular rate on the next pay date for the entirety of their leave if the investigation is unsubstantiated or unfounded.

- If an incident is unsubstantiated, the PPI will not be paid for their time on leave. Disciplinary action will be taken, up to and including termination.

The Center will be unable to share specific details regarding any investigation due to confidentiality; however, each person participating in an investigation will receive written notification on the outcome of the investigation after it has been closed.

The Center is committed to open and honest communication. Supervisors will address disputes, disagreements, or concerns directly with the employee or employees involved. Concerns of the employees relative to a Supervisor or disciplinary action may be addressed to the Chief Executive Officer.

PROHIBITION AGAINST LOBBYING

As a tax-exempt recipient of federal and/or state grants, The Center prohibits the use of Federal funds to influence or attempt to influence any public agency or elected official or legislative body in connection with the making of any Federal grant, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal grant or cooperative agreement.

REPORT OF SUSPECTED VIOLATIONS OR CONCERNS

The Center's compliance efforts focus on teaching staff members the appropriate compliance standards for the areas in which they work. Nevertheless, violations may occur. In addition, staff members of The Center may have concerns about matters that they are not sure represent violations. This section describes staff members' responsibilities for reporting violations or concerns, as well as how to carry out these responsibilities.
Each staff member is encouraged to report immediately violations, or concerns about violations, of this Code of Conduct that come to his or her attention. All concerns must be reported in writing on a Concern Form, so that they may be addressed in a timely matter. Managers have a special duty to adhere to the standards set forth in the Code of Conduct, to recognize violations, and to enforce the standards.

The Center will investigate all reports promptly and thoroughly. Staff members are required to cooperate fully with any investigation of a complaint of a violation of this Code of Conduct. The Center will take every effort to protect staff members, maintain confidentiality, and exercise discretion, to the extent possible while fulfilling its legal responsibilities.

Disciplinary actions for proven violations of the Code of Conduct will be determined on a case-by-case basis and may include termination of employment. Individuals who violate the Code of Conduct may also be subject to civil and criminal charges in some appropriate circumstances.

Retaliation by a staff member an individual for reporting a violation of the Code of Conduct, or for participating in an investigation of a reported violation, is subject to disciplinary action, up to and including termination.

You may report violations or concerns to your immediate supervisor, if appropriate. If you are uncomfortable doing so, you should contact one of the Executive Staff.

Knowingly reporting a false accusation against another staff member will result in disciplinary action, up to and including termination.

STAFF TRAINING AND DEVELOPMENT
Training and development are essential for the improvement of employee performance, to ensure delivery of quality services, and career development. The purpose of this policy is to outline principles and procedures to ensure that training and development opportunities are available fairly and consistently across the Epilepsy Center and that training and development resources are used effectively and efficiently. A minimum of eight (8) hours of additional training is required annually (12 months based on date of hire) for all staff, as stated in ORC 5123:2-3-08.

WORKPLACE HEALTH AND SAFETY
The Center seeks a healthy and safe environment for all Members of The Center and for visitors. Every Member is obligated to perform his or her job in a safe manner and to follow all safety rules and procedures. Members should immediately report any hazardous conditions or job-related illness or injury to their managers and supervisors for further investigation.

The Center provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications.
The Employee Handbook describes important information about The Epilepsy Center of Northwest Ohio and is presented as a matter of information and guidance. I understand that I will keep the handbook as a reference tool during my employment and should consult my supervisor or a director of The Center if I have any questions that are not answered in the handbook.

I became an employee at The Center voluntarily. I understand and acknowledge that there is no specified length to my employment at The Center and that my employment is at will. I understand and acknowledge that "at will" means that I may terminate my employment at any time, with or without cause or advance notice. I also understand and acknowledge that "at will" means that The Center may terminate my employment at any time, with or without cause or advance notice.

I understand and acknowledge that there may be changes to the information, policies, and benefits in the handbook. The only exception is that The Center will not change or cancel its employment at will policy. I understand that The Center may add new policies to the handbook as well as replace, change or cancel existing policies. I understand that I will be told about any handbook changes and I understand that handbook changes can only be authorized by the Chief Executive Officer of The Center.

I understand and acknowledge that this handbook is not a contract of employment. I have received the handbook and I understand that it is my responsibility to read and follow the policies contained in this handbook and any changes made to it in the future.

__________________________
Employee name (please print)

__________________________
Employee signature

__________________________
Date

This Receipt shall be retained in the employee’s personnel file.