

CHOICE, INC. PERSONNEL POLICIES

CHOICE, INC.

PERSONNEL POLICIES

Directors/Administration/Program Specialists/Employment Instructors & Teachers,  
Art and Fitness Instructors, and DSPs

APPROVED BY THE BOARD OF DIRECTORS

Revised: 1/25/2022

Effective January 1, 2022

The Board of Directors and the Administration of CHOICE, Inc. reserve the right to amend, change, or eliminate these policies at their discretion at any time with or without notice. This policy supersedes and replaces all previous personnel policies. These policies do not create a contract between CHOICE, Inc. and any employee.

These policies and procedures contained herein are guidelines that suggest procedures for handling certain personnel matters. CHOICE, Inc. recognizes that individual circumstances may warrant individual consideration and consequently may not follow these policies and procedures precisely except as required by state and federal statute.

Nothing in these policies shall be construed to be in violation of any federal or state law, and that if any provision is later found to be unlawful it will be revised accordingly, and this will not invalidate the remainder of the policies.

The material in these policies is not comprehensive. These policies attempt to cover matters of general applicability and cannot address every situation that may arise. If you have questions about these policies please ask your supervisor.

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Staff Signature and Date: I have reviewed the CHOICE, Inc. Personnel Policy **Pages 1 - 17**

# CHOICE, INC. PERSONNEL POLICIES

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## CHOICE, INC. PERSONNEL POLICIES

### EMPLOYMENT:

#### *Statement of Nondiscrimination*

Applicants for employment will be considered without regard to race, color, creed, disability, age, religion, national origin, political or union affiliation, marital status, sexual orientation, genetic information or sex.

#### *Background Checks*

Upon hire and upon return after a 120 day leave all employees must pass a criminal background study. An individual may begin employment with CHOICE prior to clearance of their background study. If the individual does not pass the study they will be disqualified to work at CHOICE, therefore cannot maintain employment, as CHOICE follows requirements of MN DHS licensing standards. Any employee with responsibilities that include driving a company vehicle or transporting participants in a personal vehicle must pass a Motor Vehicles Record check. These studies will be completed upon employment and at any time thereafter while employed at CHOICE, Inc. It is the responsibility of the employee to complete their portion of the background study (fingerprint and photograph) within the time allotted by DHS. CHOICE, Inc. administration will submit the information provided by the employee upon hire. It is the employee's responsibility to provide proper documentation, accurate information and notify CHOICE of any changes to the documents provided for the file. (Ex: change in address, renewed driver's license, etc.)

#### *Maltreatment and Negligent Care*

Any employee investigated by the Department of Human Services and determined to have committed maltreatment or willful neglect in the care of a vulnerable adult or minor child, whether that person is receiving services by CHOICE, Inc. or not, will have their employment terminated at CHOICE, Inc.

#### *Proper Medication Administration*

CHOICE, Inc. is committed to proper and safe administration of medication for people receiving services. CHOICE employees are trained and certified to pass medication. Employees are to follow the procedures listed in the Policy and Procedure of Safe Medication Administration. Any medication error or discrepancy detected by an employee is to be reported to the Program Director immediately.

*Hiring Authority:* All hiring is done with the approval of the Executive Director.

#### *Employment "At Will"– No Employment Contract, Attendance, and Behavior Standards*

##### *No employment contract:*

All employees are employees "at will" and these policies do not constitute an employment contract. An employee has the right to resign employment at any time for any reason with or without notice. CHOICE, Inc. has the right to discharge an employee at any time for any reason (except those specifically prohibited by law) with or without notice. No oral or written statements between an employee and a Program Director or Supervisor or other members of the CHOICE, Inc. administration regarding job assignment, compensation, promotion, job security, or termination will constitute an agreement between the employee and the employer unless it is signed by the Executive Director.

##### *Attendance Standard:*

To maintain employment and receive compensation increases employees are expected to work at minimum 90% of their scheduled days apart from using PTO or when on a qualifying leave of absence. An employee's failure to report to work when scheduled and a failure to communicate a

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reason for the absence will be considered a voluntary resignation. If an employee has requested time off and their supervisor is unable to grant it, the employee is expected to report to work as scheduled.

### *Behavior Standard:*

All employees are expected to maintain a positive and professional demeanor by acting and communicating in a cooperative manner that helps you get along with customers, clients, co-workers, employers, the public and management. Employees will not be discourteous or disrespectful to a client, employer, vendor, our constituents, or any member of the public in the course and scope of CHOICE business. Employees are to abide by company policies and practices.

### TIME SHEETS:

Hourly employees are required to record time. Time recorded should be actual time. Employees should plan to work their scheduled time and notify their supervisor and receive permission to work hours not on their schedule. Pay checks are issued every two weeks. Time sheets should be turned in to your supervisor on the required date (you will receive a document noting the due dates). If a time card is not turned in by the deadline, a paycheck will be issued that may be incorrect and require adjustments to correct at a later date. Please note on the time record your start and end time for each shift work. CHOICE prohibits "off the clock" work and no supervisor or coworker is to instruct an hourly employee to work off the clock. Hourly employees are paid for time worked. Falsification or misrepresentation of your time worked or that of another employee is cause for termination of your employment.

### COMPENSATION:

The starting wage or salary of all employees shall be primarily based on the position occupied. Training and experience may be taken into consideration. Pay checks are issued every other week amounting to 26 pay checks per year. Pay checks are distributed by direct deposit. You will have the option to have a check mailed to your home address. Employees will receive direct deposit pay stubs via a password protected email. Verify funds have posted to your account before issuing checks or charges to your account. When using direct deposit you must notify your supervisor when there is a change in your bank account information and routing number. Any fees associated with your failure to notify will be the employee's responsibility. Exceptions will be made in situations involving extended leave or termination of employment. An employee must provide written permission when another party will be receiving the check.

Wages and salaries are reviewed annually by the Board of Directors. The Board of Directors shall determine an overall amount or percentage increase for employee compensation. CHOICE administration will provide increases within these set limits. Pay increases may be based on performance of duties and responsibilities, your professional conduct, and attendance. Individual pay increases are given with approval of the Executive Director and no other administrator may authorize a pay increase.

Exempt employees are not covered by the Fair Labor Standards Act (FLSA) and do not receive overtime pay. Exempt Status:—Directors/Administration/Professionals with at least 80% of a person's work executive, administrative, or professional in nature, requiring regular exercise of discretion and independent judgment, and compensated at a level that meets the minimum salary required by the Department of Labor to be exempt. The Department of Labor requires that time records are kept for hourly nonexempt employees and wages paid based on the time records. Pay will vary with the number of days in the month and breaks that CHOICE, Inc. is closed.

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### BENEFITS:

#### *EMPLOYEE STATUS AND BENEFITS ELIGIBILITY:*

Employees who are scheduled at least 30 hours per week and maintain an average of 30 hours per week are eligible for health, dental benefits for the employee, their spouse and dependents at a cost noted below, and life and disability insurance for the employee. Exceptions may be made at the discretion of the Executive Director with Board approval.

#### *Dental, Health, Life, Disability, Accidental Death and Dismemberment (AD&D) Insurance:*

Dental insurance is available for an employee with an employee contribution of \$10.00 per month. Family dental insurance is available with an employee contribution of \$20.00 per month. Please verify your dental provider is in network prior to having services rendered.

Health insurance: It is the goal of CHOICE to provide a benefit to employees that makes health insurance affordable. Effective January 1, 2021 CHOICE will provide a predetermined amount of money for an employee, their dependents, and spouse to purchase health insurance through an Individual Coverage Health Reimbursement Account (ICHRA). CHOICE contributions to the plan you select can be found in the HRA Model Notice provided by Medsurity. These rates change annually. To participate in the ICHRA you are required to work with the CHOICE broker to select a plan. Depending on the plan you select you may need to contribute to the cost of the plan, or the amount provided by CHOICE may cover the entire cost of a premium. If you select a plan with a Health Savings Account (HSA) CHOICE will deposit \$20.00 per pay period to the HSA for the employee. Any unused portion of the CHOICE contribution towards the premium will remain with CHOICE. At age 65 you must purchase Medicare through the ICHRA plan. If you have reached the age of 65 and have a unique reason where you need to purchase insurance outside of our ICHRA plan, CHOICE will make its typical contribution of \$500.00 to you post tax, on the second paycheck of the month, provided you present evidence of a premium paid to a Minnesota health insurance provider showing you as the covered individual. This insurance cannot be part of another employer's group plan or other form of health benefit such as an ICHRA or a QSEHRA. The ICHRA plan is reviewed annually at renewal and the contributions CHOICE makes are subject to change.

Employee medical and dental contributions are deducted from paychecks with a Premium Only Plan (POP). Premium contributions will be automatically deducted from your wages or salary before federal, state, and FICA taxes are withheld. Money to pay for this expense is pre-tax, thus resulting in tax savings throughout the year. If you prefer not to participate in the POP you must complete a waiver upon hire, at the beginning of each plan year and pay the premium with after tax dollars deducted from your paycheck.

Medical and dental benefits begin on the 1<sup>st</sup> day of the month after 60 days of employment, should you decide to enroll. If you do not enroll at hire, you must wait for open enrollment which is 30 days prior to our medical plan's annual renewal date of January 1, or for a special enrollment event. Special events are specified in the plan. Our dental insurance has an open enrollment period 30 days prior to the plan's renewal date of November 1 where an employee and/or their dependents may enroll in absence of a qualifying event—specified in the plan.

Benefits and conditions of these policies are contained in descriptive booklets provided by the insurance carriers or are available online.

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It is the responsibility of the employee to notify their supervisor of a change in eligibility for their dependent coverage. Misrepresentation of eligibility of dependents may lead to discipline or discharge. Most common eligible dependent members (see coverage manual for dependent coverage) include:

- Legally married spouse
- Children to age 26
- Legally adopted children; children placed with you for legal adoption

If an employee has health insurance from another provider and opts to waive health insurance coverage through Choice Inc., the employee's pay check will be increased **\$100.00** per month. An employee electing to waive coverage will receive this increase at the time when health insurance would typically go into effect.

CHOICE, Inc. provides life, AD&D, and long & short-term disability insurance when an employee averages at least 30 hours per week. Ask our benefits administrator for access to the Insurance Provider Policy Manual for specifics and restrictions. Plan benefits as set forth in provider manuals govern the specific coverage and no statements to the contrary by management can alter this coverage. Management may provide a general overview of the benefit plans. It is your responsibility to reference the manuals for specific coverage.

In the event of a short-term disability leave, CHOICE, Inc. will maintain your health and dental benefits for the duration of the leave up to 13 weeks. You will need to pay your employee contribution during this period. Arrangements to pay your employee contribution will be made upon return to work. Typically your contribution will be doubled each month upon return to work until repayment is complete. In the event of a long-term disability situation (after 13 weeks), you will be offered the opportunity to pay your health and dental insurance premium to continue receiving health insurance through our plan for up to 18 months (as required under the laws of COBRA). Sick-leave pay is not available when using disability insurance benefits.

Upon termination of employment employees have the right to elect to continue our health, and/or dental coverage for the employee and his or her dependents. See current COBRA legislation or ask your supervisor for details regarding who is eligible, for what length of time, and how payments can be arranged. If the employee elects to continue coverage, the employee must pay the cost of the coverage to CHOICE, Inc. At the time of termination the cost will be made available along with appropriate forms for the employee to complete to elect to continue coverage or not.

If you resign from CHOICE between the 14<sup>th</sup> and the end of the month CHOICE will have made payment for your next month's health plan premium. The entire cost of this one month of premium will be deducted from your final paycheck. To avoid this you may notify us prior to the 14<sup>th</sup> of the month so that we do not make your premium payment for the following month.

One or all of the above insurance benefits may be changed or eliminated at the company's discretion.

### *Workers Compensation Insurance:*

All employees are covered by worker's compensation that provides for benefits in case of on-the-job injury. If an employee is injured on-the-job, the employee must report the injury to their supervisor. All injuries, no matter how minor, should be reported to the employee's supervisor immediately. The supervisor will report the injury to the claim coordinator within 24 hours, and

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will assist the employee with transportation to the nearest health provider if necessary. The employee and supervisor will complete the "First Report of Injury" form as soon as possible. A copy will then be sent to the insurance and one is presented to the employee. If there is a loss of time at work, additional forms may need to be completed. There is a three day wait period before workers compensation is paid for time missed at work. Workers compensation is paid at a rate of 2/3rds of your earnings based on the wages paid in the six months prior to the event. If ten or more days are lost due to the event, worker's compensation will pay the first three days of lost pay. Earnings are not taxable income. Sick leave is not paid when an employee is covered through workers compensation.

CHOICE, Inc. supports the practice of returning injured employees to work, as soon as medically possible, to a position within our company compatible with the employee's restrictions. This practice is instituted with the cooperation of our worker's compensation carrier. Current positions may be modified to fit the medical restrictions of an injured employee. If this is not possible, a temporary light-duty position will be made available. Examples of these light duty positions are: 1. Limited assignments at community job sites that fit the medical restrictions, and 2. Review and assess client files for compliance with the DHS standards.

Any questions concerning a workers' compensation claim should be directed to our claims coordinator, Michael Kraines.

### *Unemployment Insurance:*

In accordance with Minnesota law, each employee has unemployment compensation insurance. Unemployment Insurance does not cover voluntary resignations or termination for cause.

### *Retirement:*

#### A. Wage Increase

After 36 consecutive months of employment CHOICE, Inc. will increase by 5% an employee's wage or salary. This increase provides the employee an opportunity to invest in savings or retirement plans of their choice for their future and/or assist with student loan debt. Investing in a savings or retirement plan is voluntary and not required for the employee to receive the 5% increase.

#### B. 403(b) Retirement Plan

Any employee working an average of 15 or more hours per week may establish a 403(b) Retirement Plan. These plans are employee funded. The employee selects a vendor to manage their investments. Investments are owned by the employee and CHOICE endorses no specific vendor or investment. CHOICE does not make a commission from employee participation in a 403(b) plan. Employees may start, stop, or change their contribution to the plan at any time. Employees must contribute at minimum \$240.00 per year to participate. Contributions are made on a pre-tax basis reducing taxable income. Income is tax deferred. It is the responsibility of the employee to notify their supervisor if the employee wants to establish a 403(b) plan. For specific details of the CHOICE Plan, employees may request a copy to be sent to their company email.

### *Family and Medical Leave Policy*

CHOICE is not subject to the laws of the federal Family Medical Leave Act. Our policy is as follows: To be eligible for a family medical leave you must have worked for the company at least 1,250 hours over the previous 12 months. Eligible employees may take up to 12 weeks of unpaid family medical leave within a 12 month period for your own serious health condition or to care for a spouse, child, or parent with a serious health condition. Upon return from family medical leave, when possible most employees will be restored to their original or equivalent positions

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with equivalent pay, benefits and other employment terms. The 12 month eligibility starts with the day of the qualifying event and includes the following 12 months. The leave may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours you work). Time taken for a family medical leave is not included in or considered to be 'hours worked'. Employees will be required to use your available paid sick leave, PTO, and or other leave when applicable (short or long term disability) during your leave of absence. This means that you will receive your paid leave and the leave will also be considered part of the family medical leave and included within your leave time frame. Sick leave cannot be used concurrently with short or long term disability. Staff must have accrued sick leave to use this benefit.

If your leave is foreseeable the request must be in writing. Note the reason for the leave and the anticipated duration of the leave. If your need for a leave is foreseeable you should give notice 30 days prior to the commencement of the leave. If this is not feasible, notice should be provided as soon as possible. CHOICE has the right to request that an employee supply certification from a health care provider verifying the need for the leave.

During an approved family medical leave CHOICE, Inc. will maintain your health and dental benefits up to the 12 week leave. You will need to pay your employee contribution for this period. Arrangements to pay your contribution will be made upon return to work. Typically your contribution will be doubled each month upon return to work until repayment is complete. If your leave extends beyond 12 weeks you will be offered "COBRA" where you may elect to keep your health and dental benefits and life insurance provided you pay 100% of the cost.

### *Parental & Maternity Leave*

An employee that has worked for CHOICE, Inc. for at least one year may take up to 12 weeks of unpaid parental leave in conjunction with the birth or adoption of a child. Six weeks of unpaid leave is available for an employee that has worked less than one year. The leave must commence no later than 6 weeks after the birth of the child or the placement of a child for adoption. Prior to the parental leave an employee should provide in writing the intended duration of the leave. The time taken for parental leave is not considered to be 'hours worked'. During parental leave CHOICE, Inc. will maintain your health and dental benefits for the first twelve weeks. You will need to pay your employee contribution for this period. Arrangements to pay your employee contribution will be made upon return to work. Typically your contribution will be doubled each month upon return to work until repayment is complete. If your leave extends beyond 12 weeks you will be offered "COBRA" where you may elect to keep your health and dental benefits and life insurance provided you pay 100% of the cost. Accrued sick-leave may be applied during the six first weeks of a maternity leave.

If an employee needs a longer leave due to medical complications, the employee should notify CHOICE, Inc. as soon as possible.

### *Holiday and Vacation Pay*

To receive Holiday and Vacation pay employees are expected to work at minimum 90% of their scheduled days apart from using PTO or when on a qualifying leave of absence. CHOICE, Inc. offers the following paid holidays and vacations paid for full time (30 hours per week) employees each year:

- New Year's Day
- Martin Luther King, Jr. Day

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- Memorial Day
- Juneteenth
- Fourth of July Week (5 days)
- Labor Day
- Thanksgiving Day & Friday after Thanksgiving
- Week of Winter/Christmas break (5 days depending on the calendar) If CHOICE is closed additional weekdays at this time, these days are not paid.

Depending on the calendar there are 16-17 paid holiday and vacation days – Employees must be employed at least 30 days prior to the five days of paid holidays for July or Winter vacation and on the day after the vacation to receive this benefit. Part-time employees will be paid for their typical hours worked in a week during the July and Winter vacations.

When a holiday falls on a Saturday, it will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday.

Employees will not receive holiday or vacation pay while on a leave of absence.

For the purpose of this policy a “day” is the typical workday for the individual employee. Holiday and vacation pay is computed at the hours worked of their typical workday during the pay period that the vacation or holiday occurs or by the Program Director based on your typical **average** work day or week. In no case may an employee receive more than an **average** typical day's hours or more than 8 hours for a day.

If working on a holiday or a scheduled vacation, full-time employees will be paid for the holiday or vacation plus hours worked. Part-time employees will be paid for the time worked at 1.5 times their regular wage.

Holidays and vacation are not paid at termination of employment. Holiday and vacation pay is not considered time worked for purposes of calculating overtime.

### *Paid Time Off/Sick and Safe Time/Bereavement: (PTO)*

CHOICE believes that its employees are the key to what makes a great company. Although work makes up a large portion of an employee's life, a balance between work and non-work activities is essential to maintain quality performance and a positive work atmosphere. To support this philosophy, the company has along with the paid holidays and vacations designed a paid time off (PTO) plan that incorporates personal vacation, sick and safe time, care for others and pets, and bereavement time off into one program.

Upon hire, PTO for all regular full-time staff (for the purposes of this policy full-time means regularly scheduled at least 30 hours per week) is earned based on length of service as applied to the following schedule:

Years of Service	Hours accrued per hour worked	*Your typical work day per Year (PTO) Includes anniversary day off with cash.
0-1	.03833	10
1-5	.04611	12

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5-10	.05389	14
10-15	.06139	16
15-20	.06917	18
20-25	.07692	20
25-30	.08462	22
30+	.09222	24

\*“Day” for purposes here is your typical workday in your typical work week.

Part-time staff that work on average 20 hours per week will accrue PTO at the rate of .03833

PTO is accrued for every hour worked, hours paid for holidays and vacation time, and hours used of PTO. Your available PTO will be applied when taking time off.

Procedures:

After 60 calendar days of employment you may begin to use PTO. PTO may be taken in quarter hour increments. A “day off” using PTO is the typical workday for the individual employee. The PTO paid for an entire day off will be your typical workday during the pay period that PTO is taken or as determined by the Program Director. In no case may an employee receive more than a typical day's hours or more than 8 hours for a day.

When possible PTO must be preapproved and prescheduled with the employee’s supervisor.

Approval for all scheduled time away is subject to applicable workloads. Typically there is a limit of one direct service staff granted time off on the same date(s) at a program site. Specific requests may not be granted if other staff have previously planned to take time off during the time you request off. Plan ahead.

A maximum of 80 hours of accrued and unused PTO time may be carried over from your anniversary year to the next.

Employees may "sell" up to 40 hours of unused PTO hours back to the company at the end of their anniversary year at 90% of your wage or salary. You must retain at least 30 hours of PTO at the time of the sell back. PTO is not accrued on time you sell back to the company. If you terminate your employment or if you are terminated, you will be paid for earned and unused PTO time up to 40 hours.

Employees cannot share or donate PTO to other employees. PTO is not hours worked for the purposes of an overtime calculation.

Earned PTO and its use are noted on your paystub each pay period.

*Unpaid Time Off*

CHOICE is a business that requires that we have a minimum number of staff on-site related to the number of people being served. It is assumed that employees will use their PTO wisely and avoid the need for additional time off. It is a challenge to grant all PTO requests and therefore PTO requests from employees will take precedent over any request from employees for unpaid time

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off. CHOICE may grant up to three days of unpaid leave in a twelve month period in your first two years of employment. After that it is expected that you will have accrued PTO and use only what you have accrued. Other than for a bonafide leave, it is expected that you will not need more time off than what your PTO permits. **Unforeseen life events/circumstances may be taking into consideration regarding this policy.**

### *Anniversary cash with PTO*

On the anniversary of your employment start date employees that work an average of at least 24 hours per week will receive a certificate for \$200.00 to be used at a future date when PTO is used. When the employee takes their day off a \$200.00 cash bonus will be presented to the employee on the day prior to the scheduled day off. If you are a part-time employee plan to take off one of your typically scheduled days. This \$200.00 bonus in cash is taxable income. CHOICE will pay the Social Security and Medicare taxes. The bonus will be paid with a separate pay stub. If an employee is on a leave of absence during the anniversary of their employment start date they will receive their \$200.00 certificate upon their return.

*Transition to new policy 2021 to 2022: Your current bank of PTO will rollover on January 1, 2022. You will retain your sick-leave accrued through December 31, 2022 to use in 2022 as you build your new PTO bank. This sick-leave will have no cash value and can only be used for sick-leave as described in the previous CHOICE policy.*

### *Jury Duty & Witness Leave*

If you are summoned to jury duty you are expected to present the summons to your supervisor shortly after receipt. Salaried employees will be paid their regular salary during the period of jury duty up to one week. You must reimburse CHOICE, Inc. your earnings as juror during this week. Any employee released from jury duty before 12:30 PM is expected to report to work for the duration of the day.

An employee subpoenaed to appear in court as a witness either on their own behalf or for another party should notify their supervisor shortly after notice is received so that proper coverage of their absence can be planned. PTO may be used in this situation.

### *No Work While on Leave*

Working for another employer while on leave from CHOICE, Inc. is prohibited and will result in your employment being terminated at CHOICE, Inc.

### ***Compensatory Time:***

**Salaried employees at CHOICE are exempt and not eligible for overtime or hourly compensation. A typical workweek is 40 hours but will at times be more. Compensatory time is earned for time over 40 hours when you are working special events and activities outside of your routine duties, and outside of the typical scope of your weekly duties. Obtain permission from the Executive Director in advance for compensatory time. Compensatory time has no cash value will be recorded on your Comp Log in Dropbox.**

### **EXPENSE REIMBURSEMENT:**

All employees are reimbursed for all pre-authorized personal expenses incurred for the operation of the agency. Regarding use of personal vehicle, reimbursement per mile is \$0.55.

*Falsification or misrepresentation of your eligibility for insurance benefits, paid and unpaid leave, reimbursement or retirement plans is cause for termination of your employment.*

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### TRAINING & ORIENTATION

Employees are required to read all company policies as part of their initial orientation to CHOICE, Inc. In addition to reading policies, employees must complete online training courses in the Learning Management System (LMS). Employees are assigned a username and password and are responsible for completing their coursework in the assigned time frames. Upon hire 8 hours of Positive Supports training is required, and 4 hours annually thereafter. Mandated Reporting courses and related policies must be completed within 72 hours of having direct contact with persons served. Orientation requirements must be completed within 60 days of hire. As part of the required ongoing annual training employees will review policies as assigned by the Director of Learning and Development, or by their supervisor. Annual refresher courses will be assigned in the LMS. All LMS courses must be viewed in full without skipping ahead. LMS courses have quizzes which require an 80% passing grade. Additional training topics may be assigned as needed or required. Training may consist of a review of field related literature, films, coursework, and in-service presentations.

All staff are required to maintain proper certifications (First Aid, CPR, and Medication Administration) to conduct required tasks related to their employment at CHOICE. It is the employee's responsibility to ensure that this training is completed and that proper documents are provided for their employee record. To be eligible to receive raises, bonuses, or other incentives offered at CHOICE all required training, orientation, certifications and education must be up to date and documented in the employee's records.

Employees will be compensated for First Aid, CPR, and Medication Administration training when that training is obtained during non-regular working hours. Other training occurring during non-regular working hours is not compensated. Training required by another employer that meets CHOICE, Inc. requirements for First Aid, CPR, and Medication Administration training is not compensated by CHOICE, Inc.

### ATTIRE

Employees are required to dress in business casual attire. We expect all employees to dress professionally and represent CHOICE, Inc. in that manner. Blue jeans, sweatpants, logo sweatshirts and athletic apparel are not acceptable as part of business casual attire. Athletic apparel is permitted when employees are scheduled to facilitate a health & wellness, fitness or any SHAPE related activity. Employees are encouraged to return to business casual attire upon completion of fitness activity. Blue jeans are permitted only on Fridays for those employees who choose to participate in the \$2 donation program. Funds raised in this program will be donated to a CHOICE, Inc. community partner at the discretion of the Executive Director. Permitted jeans include those without holes, frays and heavy embellishments. CHOICE, Inc. Administration may exercise discretion to determine appropriateness of employee dress and appearance and may require the employee to make necessary changes to comply with the policy.

CHOICE employees should be aware that their duties may include job coaching in a variety of environments and settings. These settings may include the risk of stains and/or damage to clothing. CHOICE, Inc. recommends that employees do not wear expensive clothing in these settings as reimbursements for stained or damaged clothing cannot be provided.

In cases where specialized clothing is required by an employer partner, CHOICE, Inc. will reimburse employee expenses related to the purchase of such clothing if it is deemed a necessary

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part of our duties. CHOICE, Inc. will provide a reimbursement of up to \$30 once every two years for the purchase of non-slip shoes for restaurant and other food service environments.

### HARRASSMENT

Workplace harassment is unwelcome conduct from a boss, coworker, group of coworkers, vendors, employment partner employees, volunteer partner employees, or customers whose actions, communication, or behavior mocks, demeans, puts down, disparages, or ridicules an employee. Physical assaults, threats, and intimidation are severe forms of harassment and bullying. Harassment may also include unwanted touch, offensive jokes, name-calling, and offensive nicknames, pornographic images on a computer or device, and offensive pictures or objects. Any actions from another person that interferes with an employee's ability to do his or her work will be considered a form of harassment, and may include conduct not noted above. Harassment or bullying, in any form, on the basis of race, color, religion, sex, gender, national origin, sexual orientation, genetic data, age or disability is prohibited at CHOICE, Inc., any company events, or company social media outlets. Conduct by any employee determined to be in violation of this policy will result in immediate and appropriate corrective action which may include disciplinary action and/or discharge. Employees are requested to report promptly when they become aware of, or hear of alleged actions or complaints of discrimination, harassment, or bullying. You may report this information to your supervisor or other administrative team member within CHOICE. It is not only best practices and the policy at CHOICE to investigate all accusations of harassment or discrimination, in some instances it is the law. The person you speak to will ask you for details of what happened. The investigation process shall involve interviews of the complainant, the respondent and any witnesses named by either. Within fourteen (14) working days of the incident or notice thereof, that manager shall investigate the incident and prepare a written report of the investigation findings. The report shall be provided along with recommendations, if any, to the Executive Director for action.

The investigator will need to know:

- your (the complainant's) name;
- the name of the alleged harasser;
- details of what happened;
- any notes, physical evidence or documentation about the incident(s);
- dates, times, and how often these things occurred;
- where they happened; and
- names of any witnesses

You will need to be prepared to supply this information. Employees whom report harassment or participate in an investigation are free from retaliation and/or adverse treatment for reporting. CHOICE has a commitment to keep information as private as possible, however CHOICE cannot guarantee confidentiality if it interferes with conducting a proper investigation. During and after the investigation affected employees will be free from any adverse retaliation from management. All employees are required to cooperate with investigations. Failure to cooperate with investigations may result in discipline or termination.

*False reporting may result in discipline or termination.*

### WORKPLACE VIOLENCE

It is against company policy for any employee to engage in any acts of workplace violence. Violence in the workplace is cause for immediate termination of employment.

## CHOICE, INC. PERSONNEL POLICIES

### FIREARMS AND WEAPONS

Employees are prohibited from possessing firearms or any kind of weapon on CHOICE, Inc. facilities, vehicles, and, when working with CHOICE, Inc. participants, in the community.

### ALCOHOL CONSUMPTION AT CHOICE EVENTS

An employee's conduct when consuming alcoholic beverages is solely his or her responsibility. The company is not in a position to alter the consequences, legal or otherwise, of irresponsible alcohol consumption.

If an employee chooses to drink alcohol at a CHOICE fundraiser, holiday gathering, company picnic, or after hours social event, he or she is expected to do so responsibly. As representatives of CHOICE, employees are expected to set a positive example. An employee's decision to drink alcoholic beverages at a company related function includes an obligation to get home safely. If there are any doubts, arrange alternative transportation.

No member of the CHOICE administration shall purchase or provide alcoholic beverages for a CHOICE employee at any company function.

### TARDINESS

Employees are expected to report to work on time. Tardiness may lead to discipline or discharge.

### SOLICITING

The CHOICE, Inc. work environment is to be reasonably free of solicitations having nothing to do with CHOICE business. To create an atmosphere where employees can be free of undesired solicitation and unnecessary interruptions during the workday, solicitation by an employee of another employee or by a visitor or guest is prohibited during work time. Prohibited actions include:

- Selling any product or service (Mary Kay, Amway, etc.).
- Soliciting contributions or the sale of products to benefit charities, religious institutions, youth sports, or schools.
- Lobbying for political candidates or causes. An exception is made for actions to inform legislators and public officials of the impact of their activities on CHOICE, Inc.'s services.
- Distributing any kind of written materials during work time or in a work area.
- Pursuing outside business or educational interests during work time
- Using bulletin boards, mail systems, computers and email, photocopiers, or telephone lists for the above stated purposes.

### BREAK TIME FOR NURSING MOTHERS

CHOICE will provide reasonable break time for an employee to express breast milk for her nursing child as frequently as needed by the nursing mother for 1 year after the child's birth. CHOICE will make available a place, other than a restroom, shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk.

Employers are not required under the FLSA to compensate nursing mothers for breaks taken for the purpose of expressing milk. However, where employers already provide compensated breaks (lunch), an employee who uses that break time to express milk must be compensated in the same way that other employees are compensated for break time. In addition, the FLSA's general requirement that the employee must be completely relieved from duty or else the time must be compensated as work time applies.

## CHOICE, INC. PERSONNEL POLICIES

### TRANSFER

All employees at CHOICE, Inc. shall be willing to work at any CHOICE location.

### ACCESS TO PERSONNEL RECORDS

Upon receiving a written request CHOICE, Inc. will make available to you within seven days an opportunity to review your personnel record. You may exercise this right once every six months while employed at CHOICE, Inc. This right is protected under Minnesota law and you may bring suit to compel compliance. You may seek damages, back pay, and attorney fees if CHOICE, Inc. fails to comply. You have the right to submit a written statement to a personnel file if the file contains disputed information that CHOICE, Inc. will not agree to remove.

### COMPANY CELLULAR PHONES, TABLETS AND PERSONAL ELECTRONIC DEVICES:

During regular work hours use of personal cellular devices and electronic devices is prohibited for non-work purposes. Personal devices are permitted during employee breaks.

Use of cellular phones and tablets while driving is distracted driving and jeopardizes the safety and welfare of the people we serve as well as yourself. Only calls that can be answered hands-free can be taken while driving. Incoming calls should only be answered when conditions allow. Let calls go to voice mail if answering the phone is unsafe. Check voicemail and other electronic communication messages at your next stop. No outgoing calls should be made while driving. No electronic messages (ex: texts, emails, instant messages) should be read, composed or sent while driving. Any use of electronic devices that is not work related while driving a CHOICE vehicle or transporting clients in your own vehicle is prohibited and cause for termination. CHOICE, Inc. electronic device records are reviewed each month. In the event of an accident electronic device records may be cross referenced.

Texting, or participating in other electronic messages, when driving is especially dangerous, it is violation of Minnesota laws, and is cause for immediate termination from employment.

According to MN Statutes:

Definition For purposes of this section, “electronic message” means a self-contained piece of digital communication that is designed or intended to be transmitted between physical devices. An electronic message includes, but is not limited to, email, a text message, an instant message, a command or request to access a World Wide Web page, or other data that uses a commonly recognized electronic communications protocol. An electronic message does not include voice or other data transmitted as a result of making a phone call, or data transmitted automatically by a wireless communications device without direct initiation by a person.

Prohibition on use; penalty: No person may operate a motor vehicle while using a wireless communications device to compose, read or send an electronic message, when the vehicle is in motion or a part of traffic. See MN Statute 169.475 for violations and exceptions.

Employees should understand that use of an electronic device while driving poses a risk of harm to self and others by significantly increasing the chance of a vehicular accident. Furthermore, use of an electronic device while driving places the organization at significant risk of legal action. All employees are to take all necessary action to avoid use of an electronic device while driving and to abide by Minnesota laws.

## CHOICE, INC. PERSONNEL POLICIES

### INTERNET AND EMAIL

The Internet and email are available for the purpose of conducting CHOICE, Inc.'s business. Like any business communication email should be treated as a professional and generally formal method of correspondence. The Internet and email are not available for personal use. To preserve its business integrity CHOICE, Inc. may monitor use of the Internet and email.

When using the Internet and email it is CHOICE, Inc.'s policy that:

- no emails (or any other kind of document) should be circulated at or sent from CHOICE, Inc. that could be construed as offensive, indecent or obscene, discriminatory, or libelous
- users abide by any copyright and licensing restrictions
- up to date virus protection is in place and files are scanned for viruses before being downloaded— e-mails of unknown origin are not to be opened
- there is no guarantee of privacy—email boxes are not secure and may be accessed by a number of staff—emails sent can be recovered even after deletion
- CHOICE, Inc. will cooperate in the investigation of any illegal acts carried out using the Internet and employees may be discharged for any illegal actions whether or not they are prosecuted or convicted.
- Email accounts created for employees of CHOICE are the property of CHOICE and may be opened, accessed, or closed by the CHOICE administration at any time for any reason.

### SOCIAL MEDIA POLICY

Social media includes all means of communicating or posting information or content of any sort on the internet, including to your own or someone's else's web log or blog, journal, personal web site, social networking or affinity web site, chat room, whether or not associated or affiliated to CHOICE, Inc., as well as any other form of electronic communication.

You are ultimately responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Do not use the CHOICE, Inc. email addresses to register on social networks, blogs or other online tools that are for personal use. CHOICE, Inc. does not condone conduct that adversely affects your job performance, the job of a fellow employee or otherwise adversely affects customers, clients, people who work on behalf of CHOICE, Inc. or CHOICE, Inc.'s legitimate business partners.

As a CHOICE, Inc. employee, you will have access to private and confidential information. Ensure that your online activities do not violate any privacy laws. Do not post internal business-related confidential communications without the express, written consent of CHOICE, Inc. administration. Any online post or blog that breaches the confidentiality of a CHOICE, Inc. client, this includes any mention of a client by name with or without photo, is considered a violation of company policy and HIPAA regulations.

Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated. Examples of such conduct might include defamatory or libelous posts/blogs, offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

## CHOICE, INC. PERSONNEL POLICIES

### INCLEMENT WEATHER AND CLOSURES

CHOICE, Inc. may close due to inclement weather or other events (power outage, water disruption, fire) beyond our control. These events may result in a CHOICE program in one community being closed while other programs will remain open. Staff at a site that must close will not be compensated for the day(s) during the closure. Available paid time off may be applied in this situation and employees should make their request to their Program Director so it can be applied to the next payroll.

Employees will be notified if there is a closure. It is the responsibility of the employee to notify administration if there is a change in their personal contact info.

Employees may work and be compensated during a closure in the following ways:

- Provide remote virtual programs such as Cohort and CONNECT classes.
- Work on case management (annual reports)
- Complete on-line training

When planning to work on an inclement weather day you should notify your supervisor. Virtual Cohort and CONNECT classes should be preplanned for these days. You will be paid for the hours you work. Staff that lead virtual online Cohort and CONNECT classes on a closure day will be paid at a rate of 1.35 times their hourly wage for the time spent in the online class.

*Please note that prep time for on-site classes is not approved on these days.*

When it appears that inclement weather may occur, make arrangements to have resources available for remote work. Class links should be preset, and laptops and client files may be checked out for remote work. Plan ahead. Let your supervisor know well ahead of a closure event that you would like to assist with programs on days that CHOICE is closed due to inclement weather or other unforeseen events.

### WILLFUL AND NEGLIGENT ABUSE, DESTRUCTION, OR LOSS OF CHOICE, INC. PROPERTY AND VEHICLES

Damage to property (i.e. buildings, equipment, vehicles) or loss of property (i.e. vehicle keys, cell phones) deemed the result of an employee's abuse or neglect can lead to termination.

### PRIVACY

In a situation that involves the health and safety of either our participants or employees or unlawful conduct, CHOICE, Inc. reserves the right to search any items, possessions or vehicles on company property including, but not limited to: desks, company vehicles, electronic devices.

### FACILITY SUPERVISION REQUIREMENTS

At no time should a staff member be assigned responsibility and training of more than ten people receiving services. Administrators assigned to the facility may be counted when calculating the staff-to-participant ratio if the administrator is assigned to the facility for the specified time.

In the temporary absence of an administrator, the Program Specialist or senior Instructor is the designated facility supervisor. If an Instructor is not present, the senior direct service staff is the designated supervisor.

## CHOICE, INC. PERSONNEL POLICIES

### OPEN DOOR POLICY

If you have a grievance, or would like to speak with someone regarding an issue, please direct any questions to your direct supervisor. If you do not feel comfortable reporting an issue to your direct supervisor, feel free to talk to any member of management, including the Executive Director. If further action is deemed necessary to resolve the issue or complaint, you will be notified within one week. **Beyond the Executive Director there is not further recourse at CHOICE.** CHOICE prohibits retaliation for reporting complaints.

### PUBLIC SERVICE LOAN FORGIVENESS (PSLF)

The Public Service Loan Forgiveness Program forgives the remaining balance on your Direct Loans (Student Loans) after you have made 120 qualifying monthly payments under a qualified repayment plan while working full time for a qualifying employer. If you work full-time for a not-for-profit organization, you may qualify for forgiveness of the entire remaining balance of your Direct Loans. CHOICE, Inc. is a qualifying employer because it is a non-profit organization that is tax exempt under Section 501(c) (3). PSLF requires payments on specific income-driven repayment plans. If you have been denied loan forgiveness under PSLF because one or all of the payments you made on your Direct Loans were under a non-qualifying repayment plan, you might be eligible for Temporary Expanded Public Service Loan Forgiveness (TEPSLF). Interested employees can determine eligibility and pursue this opportunity by visiting [www.studentaid.gov](http://www.studentaid.gov)

### Working off scheduled time or remote

No hourly employee is to work “off the clock”, after normal work hours, or at a time they are not scheduled by their supervisor, or remote without pre-arranging the work to be performed with their direct supervisor.

### CHOICE, INC. POLICIES

It is the responsibility of all employees to be familiar with and follow all company policies and procedures. Employees will have free access to all policies and are expected to reference policies as necessary to guide conduct and decision making throughout their employment at CHOICE. Policies are subject to change and updates and it is the responsibility of the employee to review policies when notified of changes. When unclear or there is a question about a policy or procedure you are expected to ask your supervisor for guidance.