



CHOICE  
Employee Handbook
  **2026** 



Employee Handbook

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Welcome and Overview of CHOICE

Welcome to CHOICE! Since 1969, CHOICE has been creating partnerships and programs that enrich the lives of people with intellectual disabilities. Through education, employment and community engagement, we help our participants to live life to the fullest. We take great pride in helping people gain independence and achieve their dreams. Through your employment with CHOICE, you play a key part in making these dreams come true.

Thank you for dedicating your time and talents to furthering our mission and welcome aboard!

Introduction

The Board of Directors and the Administration of CHOICE, Inc. (CHOICE) 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 and any employee.

These policies and procedures contained herein are guidelines that suggest procedures for handling certain personnel matters. CHOICE 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.

Our Commitments

Equal Employment Opportunity and Policy Against Harassment, Discrimination, and Retaliation

CHOICE is an equal opportunity employer and makes employment decisions on the basis of current need and merit. Creating an inclusive and professional environment where employees and volunteers feel comfortable, safe, and free from inappropriate and disrespectful conduct is important here. CHOICE does not discriminate against or tolerate harassment by anyone on the basis of the following Protected Characteristics:

- Federally: race, color, religion, sex (including pregnancy, sexual orientation, and gender identity), national origin, age (40 and older), military status, disability, and genetic information (including family medical history)
- In Minnesota: race (including hair that is part of the cultural identification of an ethnic group or that is a physical characteristic of an ethnic group, such as braids, locks, or twists), color, creed, religion, national origin, sex, marital status, status regarding public assistance, familial status, membership or activity in a local commission, disability, sexual orientation, gender identity, genetic information, age, military status, and pregnancy or childbirth

CHOICE also prohibits discrimination and harassment based on the perception that an employee falls within one of the categories of Protected Characteristics, or based on the employee's association with a person who falls within, or is perceived to fall within, one of the categories of Protected Characteristics. These prohibitions apply in the workplace, on business trips, during business meetings, at business-related social events, and at any other location where a CHOICE-sponsored event takes place.

Harassment

Harassment is prohibited and can be unlawful when based on a protected characteristic. Harassment may take many forms, including: *verbal harassment* (e.g., jokes, epithets, slurs, negative stereotyping, gossiping, and unwelcome remarks about an individual's body, color, physical characteristics, appearance, or sexual practices); *physical harassment* (e.g., physical interference with normal work, impeding or blocking movement, assault, unwelcome physical contact, or leering at a person's body); or *visual harassment* (e.g., offensive or obscene pictures or emails, gestures, display of sexually suggestive or lewd objects, unwelcome notes or letters, and any other written or graphic material in the workplace that denigrates or shows hostility toward an individual because of a protected characteristic).

Retaliation

Retaliation taken against any person for reporting incidents, making a complaint, or participating in an investigation of harassment or discrimination, or perceived harassment or discrimination, is strictly prohibited.

Complaint and Investigation of Discrimination, Harassment, and/or Retaliation

If employees believe they have been subjected to harassment, discrimination, or retaliation of any kind, they must immediately report the conduct to their supervisor, HR, or both. If employees do not feel comfortable discussing the matter with their supervisor, employees should bring the matter to the attention of HR, their second-tier supervisor, or other superior they trust. Employees should bring the matter to the attention of CHOICE promptly so that it can be investigated and addressed appropriately. Supervisors must report any complaints of misconduct, including harassment, discrimination, or retaliation, to HR or a sufficiently empowered CHOICE Administrator so CHOICE can attempt to resolve the claims internally.

All complaints will be promptly and thoroughly investigated by qualified personnel in a fair and impartial manner. The investigation will be documented and tracked. CHOICE will keep confidential all information disclosed during the investigation, except as necessary to conduct the investigation, take any remedial action, or follow the law. All employees and supervisors have a duty to cooperate in the investigation of alleged harassment, discrimination, or retaliation. Failing to cooperate or deliberately providing false information during an investigation can result in termination of employment. If CHOICE determines a violation of this policy has occurred, it will take effective and appropriate correction action, which may include disciplinary action, up to and including termination.

SEXUAL HARASSMENT POLICY

CHOICE is committed to maintaining a workplace free from sexual harassment and discrimination. Sexual harassment is offensive, a violation of CHOICE policies, and unlawful. CHOICE will penalize people who engage in sexual harassment or allow such behavior to continue. Any questions about this policy can be directed to HR at HR@choicejobs.org.

Scope

This policy applies to all employees, applicants for employment, interns (whether paid or unpaid), contractors, vendors, volunteers, and any other people conducting business with CHOICE ("Covered Individuals").

Definition of Sexual Harassment

Sexual harassment is a form of sex discrimination and is unlawful. It is unlawful and a violation of CHOICE policy to harass a person because of that person's sex, including the person's sexual orientation, gender identity, or pregnancy.

Sexual harassment includes any unwanted verbal or physical advances, sexually explicit derogatory statements, and sexually discriminatory remarks that are offensive or objectionable and cause the recipient discomfort or humiliation or otherwise interfere with the recipient's job performance. Sexual harassment also occurs when a person in authority tries to trade any job benefits for sexual favors. Sexual harassment also includes sexual misconduct, which means any behavior of a sexual nature that involves coercion or abuse of authority.

Harassment does not have to be of a sexual nature, and can include offensive remarks about a person's sex if:

- The conduct creates a hostile work environment, including offhand comments that are minor by themselves but, as a whole, create a hostile work environment;
- The conduct interferes with a person's work performance or creates a hostile work environment;
- The conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of the conduct is used as the basis for employment decisions affecting a person's employment.

Examples of Sexual Harassment

Here are some examples of sexual harassment that are strictly prohibited:

- Physical acts of a sexual nature like touching, pinching, patting, kissing, hugging, grabbing, brushing against another person's body, poking another person's body, rape, sexual battery, molestation, or attempts to commit these assaults.
- Unwanted sexual advances or propositions like requests for sexual favors accompanied by implied or overt threats concerning a person's job performance evaluation, promotion, or other job benefits.
- Sexually oriented gestures, noises, lewd remarks, jokes, or comments that create a hostile work environment.
- Sex stereotyping like when a person's conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas about how people of a particular sex should act or look.
- Sexual or discriminatory material in the workplace that is sexually demeaning or pornographic, including sexual displays on computers or cell phones in the workplace.

- Hostile actions against a person because of their sex, sexual orientation, gender identity, or for being transgender, including bullying, yelling, name-calling, or interfering with the person's ability to perform the job; or bullying, yelling, or name-calling.
- Retaliation for complaining about sexual harassment.

Targets of Sexual Harassment

Sexual harassment can occur between anyone, regardless of their sex or gender. Harassers can be a superior, subordinate, coworker, or anyone in the workplace, including an independent contractor, contract worker, vendor, volunteer, intern, client, customer, or visitor.

Locations of Sexual Harassment

Unlawful sexual harassment is not limited to the physical workplace. It can occur in a remote work environment, while employees are traveling for business, or at CHOICE-sponsored events or parties. Calls, texts, emails, and social media usage by employees on work or personal devices during work or non-work hours can constitute unlawful workplace harassment, even if it occurs away from the workplace.

Reporting Sexual Harassment

Any Covered Individual who is subject to sexual harassment is encouraged to report that to their supervisor or HR at HR@choicejobs.org. Anyone who knows about potential instances of sexual harassment should report that immediately to their supervisor or HR.

Reports of sexual harassment may be made verbally or in writing.

Supervisory Responsibilities

All supervisors who have any knowledge about instances of sexual harassment must report that to HR at HR@choicejobs.org.

Supervisors will be subject to discipline for failing to report suspected sexual harassment or allowing sexual harassment to continue. Supervisors will also be subject to discipline for engaging in any retaliation.

Retaliation

Retaliation is any action that could discourage someone from making or supporting a sexual harassment claim. CHOICE will not tolerate retaliation against anyone who, in good faith, reports information about suspected sexual harassment or otherwise assists in any investigation of a sexual harassment complaint. Retaliation includes job-related adverse actions or other actions outside of the workplace (e.g., threats of physical violence outside of work hours).

Retaliation is unlawful. The law generally protects any person who has engaged in a protected activity such as:

- Opposing or making a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- Testifying or assisting in a sexual harassment proceeding under anti-discrimination law;
- Reporting that another person has been sexually harassed; or
- Encouraging someone to report sexual harassment.

This retaliation provision is not intended to protect people making intentionally false charges of harassment.

All Covered Individuals who believe they have been subject to retaliation should inform their supervisor or HR at HR@choicejobs.org.

Complaint and Investigation of Sexual Harassment

CHOICE will investigate all complaints of or information about sexual harassment. Investigations will be prompt and thorough, commenced immediately, and completed within 14 business days. Investigations will be confidential to the extent possible. All people involved have a right to a fair and impartial investigation.

Employees may be required to cooperate in a sexual harassment investigation.

While the process may vary from case to case, investigations will generally occur in the following steps. CHOICE will:

- Inform the reporter of the right to file a complaint or seek external remedies.
- Immediately review the allegations and take any necessary short-term actions (e.g., instructing the accused to refrain from communications with the alleged victim), as appropriate.
- Inform the alleged victim of the steps that will be taken (including when the accused will be notified of the accusation) and how their identity will be protected.
- If the complaint is verbal, encourage the reporter to put the complaint in writing. If the reporter refuses, CHOICE will prepare a written complaint based on the verbal complaint provided.
- Take steps to obtain and preserve documents, emails, or phone records relevant to the investigation.

- Request and review all relevant documents, including all electronic communications.
- Interview all parties involved, including any relevant witnesses.
- Create written documentation of the investigation which contains the following:
 - The complaint;
 - A list of all documents reviewed, along with a detailed summary of relevant documents;
 - A list of names of those interviewed, along with a detailed summary of their statements;
 - A timeline of events;
 - A summary of prior relevant incidents, reported or unreported; and
 - The basis for the decision and final resolution of the complaint, together with any corrective action.
- Keep the written documentation in a secure and confidential location.
- Promptly notify the reporter and the accused of the final determination.
- Implement any corrective actions.

Legal Protections and External Remedies

Sexual harassment is prohibited by federal, state, and local law (where applicable). Aside from the internal process at CHOICE, Covered Individuals may also pursue legal remedies with governmental entities. Employees may seek the legal advice of an attorney in that process.

AMERICANS WITH DISABILITIES ACT AND ACCOMMODATIONS POLICY

This policy applies when CHOICE has 15 or more employees in the United States.

CHOICE is committed to supporting people with disabilities and providing reasonable accommodations. The Americans with Disabilities Act (“ADA”) applies to employers with 15 or more employees, prohibits discrimination against applicants and employees with disabilities, and requires a company to provide reasonable accommodations for qualified employees with disabilities, unless doing so would cause undue hardship for the Company. CHOICE complies with all federal and state laws concerning the employment of people with disabilities and follows all regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC).

CHOICE is also committed to supporting pregnant employees. Under the Pregnant Workers Fairness Act (PWFA), CHOICE will provide reasonable accommodations to employees with known limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause CHOICE, an undue hardship.

Reasonable Accommodations

A reasonable accommodation is a modification or adjustment to a job, the work environment, or the way things usually are done that provides a qualified person with a disability an opportunity to perform at the same level of performance or to enjoy equal benefits and privileges that are available to an average similarly situated employee without a disability.

Whether a reasonable accommodation creates an undue hardship is evaluated on a case-by-case basis, and CHOICE will consider several relevant factors when evaluating an accommodation request.

Requesting a Reasonable Accommodation

Reasonable accommodations can be requested at any time during the application process or employment. Individuals should contact HR at HR@choicejobs.org to request a reasonable accommodation. Employees can also contact HR to request an adjustment at work for a reason related to a medical condition. The request does not need to mention the ADA or use the phrase "reasonable accommodation."

Once the accommodation is requested, CHOICE will act promptly to engage in an informal process to clarify the employee's needs and identify the appropriate reasonable accommodation. If the disability or need for accommodation is not obvious, CHOICE may require that the employee provide medical documentation to establish that the employee has a disability, to show that the employee needs the requested accommodation, or to help determine effective accommodation options. In the case of pregnancy related accommodation, CHOICE will only request reasonable documentation and will not request documentation related to lactation accommodations requests. CHOICE may offer alternate suggestions for reasonable accommodations or choose among possible accommodations.

Confidentiality

All information obtained by CHOICE concerning an employee's medical condition or disability will be kept confidential and maintained in accordance with law. That information will be kept separately from employee personnel files. It may be necessary to share some information with supervisors or other team members to facilitate the accommodation.

Retaliation

CHOICE will not retaliate against employees for requesting or receiving a reasonable accommodation.

RELIGIOUS ACCOMMODATIONS POLICY

CHOICE values the religious beliefs and practices of all our employees, and we are committed to providing reasonable accommodation for religious observances if they do not impose an undue burden on the company's operations.

Employees who experience a conflict between their religious beliefs or practices and their job responsibilities, work schedule, company policies or guidelines, or any other aspect of their employment, can request a religious accommodation. Employees should submit a written request to their direct supervisor, detailing the nature of the conflict and their proposed accommodation.

Upon receiving a request for religious accommodation, the supervisor will review the request to determine whether a reasonable accommodation can be provided without causing undue hardship to the Company's operations. Possible accommodations include changes to job responsibilities, schedule changes, using paid or unpaid leave, exemptions to dress and appearance standards that do not compromise safety, or adjustments to other aspects of employment.

The supervisor and the employee will meet to discuss the accommodation request and the decision made. If employees have any questions about this policy, they should contact HR at HR@choicejobs.org.

LACTATION ACCOMMODATION POLICY

Employees may request lactation and/or breastfeeding accommodation by contacting HR at HR@choicejobs.org. CHOICE will respond to those requests and provide the employee with reasonable accommodation as required by law. Generally, this means that CHOICE will provide all employees who wish to express breast milk or breastfeed at work with a reasonable amount of break time and space to do so.

Employees will be provided with a place to express milk and/or breastfeed, other than a bathroom, which has an electrical outlet, is shielded from view, and is free from intrusion from coworkers and the public. The space will include a place for the nursing employee to sit, and a flat surface, other than the floor, to place a pump. Employees will be allowed to safely store milk while at work, such as in an insulated food container, personal cooler, or refrigerator. CHOICE will make efforts to provide such a location near an employee's work area. An employee's normal work area may be used if it allows the employee to express milk and/or breastfeed in private.

The state where the employee works may set forth additional lactation and/or breastfeeding accommodation requirements, which CHOICE will provide, as applicable.

Our Expectations

This section explains the expectations we have for our employees.

BACKGROUND CHECKS

Upon hire, and upon return after a 120-day leave, all employees must pass a criminal background check. An individual may begin employment with CHOICE prior to clearance of their background check. If the individual does not pass the check they will be disqualified to work at CHOICE, therefore cannot maintain employment, as CHOICE follows the 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 background checks 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 check (fingerprint and photograph) within the time allotted by DHS. CHOICE 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 or not, will have their employment terminated at CHOICE.

PROPER MEDICATION ADMINISTRATION

CHOICE 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. Errors are required to be communicated to our consulting nurse. Additional training may be assigned when an employee makes repeated mistakes.

WORKPLACE VIOLENCE

CHOICE has no tolerance for acts and threats of violence among employees or on the Company's premises. All violent acts, even those made in jest, will be taken seriously and could lead to termination. Threats may be direct or indirect, and they may be made verbally or nonverbally. It is every employee's responsibility to assist in establishing and maintaining a violence-free work environment. Employees are expected to report to a supervisor all threatening or violent incidents involving employees or occurring in the workplace. CHOICE will review all reports of

workplace violence and conduct investigations as appropriate. CHOICE will take appropriate remedial action to remedy any workplace violence.

DRUG AND ALCOHOL ABUSE

CHOICE is concerned about the use of alcohol, illegal drugs, and controlled substances and their effect on the workplace. Use of these substances, whether on or off the job, can adversely affect employees' work performance, efficiency, safety, and health, and seriously impair employees' value to CHOICE. In addition, the use or possession of these substances on the job constitutes a potential danger to the safety of other employees and exposes CHOICE to the risks of property loss or damage, or injury to other people. CHOICE strictly prohibits: (1) being impaired by alcohol while performing work for CHOICE; (2) driving a CHOICE vehicle while under the influence of alcohol or a controlled substance; (3) distributing, selling, or purchasing an illegal or controlled substance while performing work for CHOICE or on the Company's property; (4) possessing, using, or being under the influence of an illegal or controlled substance while on CHOICE premises or while performing work for CHOICE; and (5) working while impaired by a prescription or over-the-counter drug if that impairment affects the employee's ability to safely or sufficiently perform the job or affects the safety of others. CHOICE will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability, unless undue hardship would result, or as otherwise required by applicable federal or state law.

Violation of this policy may result in disciplinary action, including termination. CHOICE may also bring the matter to the attention of appropriate law enforcement authorities.

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, they are 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.

BEHAVIOR, WAGE, AND HOUR EXPECTATIONS

CHOICE Policies

It is the responsibility of all employees to follow all company policies and procedures. Employees 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.

Behavior Standards

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.

Training & Orientation

Employees are required to read all company policies as part of their initial orientation to CHOICE. 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 training coordinator, 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 requirements for First Aid, CPR, and Medication Administration training is not compensated by CHOICE.

Attendance Standard

Employees are expected to work at minimum 95% 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 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. Failure to meet the attendance expectations is ground for disciplinary action up to and including termination of employment.

Attire

CHOICE takes pride in providing high quality, professional services and support for our clients. While at work, Employees' professional appearance reflects positively upon the organization and the industry. Employees are expected to dress in a manner that is professional for a business setting and suitable for their role and their scheduled activities each day.

Employees are required to dress in business casual attire. The CHOICE 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. Reimbursements for stained or damaged clothing cannot be provided.

In cases where specialized clothing is required by an employer partner, CHOICE will reimburse employee expenses related to the purchase of such clothing if it is deemed a necessary part of our duties. CHOICE will provide a reimbursement of up to \$50 once every two years for the purchase of non-slip shoes for restaurant and other food service environments.

Compensation

The starting wage or salary of all employees shall be primarily based on the position occupied. Training and years of experience may be taken into consideration. Paychecks are issued every other week amounting to 26 pay checks per year. Paychecks are distributed by direct deposit. You have the option to have your 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 the approval of the Executive Director; no other administrator may authorize an increase in your pay.

Exempt employees are not covered by the Fair Labor Standards Act (FLSA) and do not receive overtime pay. Exempt Status is defined as: 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.

36- Month Compensation Review

Employees who have completed 36 consecutive months of employment with CHOICE will become eligible to receive this tenure-based wage increase. This raise recognizes long-term commitment, rewards consistent performance, supports alignment with CHOICE's mission, and helps retain strong, experienced team members. Salary and wage increase typically range from 2% to 4%. Factors that are considered when evaluating the tenure-based wage increase include overall job performance, the quality and impact of programs or services, demonstrated commitment to CHOICE's mission and the individuals served, sustained success with key competencies, and supervisor assessments. These increases are not guaranteed and are awarded at the discretion of CHOICE leadership based on a comprehensive and equitable review process.

Anniversary bonus with a day of PTO

On the anniversary of your employment start date employees that work an average of at least 30 hours per week will receive a certificate for \$200.00 and a day of PTO to be used at a future date. When the employee takes their PTO day off a \$200.00 bonus will be presented. This \$200.00 bonus 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 with a day of PTO certificate upon their return.

Time Records

Hourly employees are required to record time. Time recorded should be actual time. Employees should plan to work their scheduled time. Employees must receive permission from their supervisor to work hours outside of their typical schedule. Paychecks are issued every two weeks.

Time records should be turned in to your supervisor on the required date (you will receive a document noting the due dates). If a time record 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. Schedules and assignments will be adjusted to minimize overtime. Review your paystubs for accuracy and notify your supervisor if you believe an error has been made in your pay, PTO accrual, health and dental contribution, etc.

Meal and Rest Breaks

Non-exempt Minnesota employees who work at least eight hours in their workday are entitled to a meal break. Meal breaks at CHOICE are paid and considered hours worked. Employees that are scheduled for supervision or other assignments during a typical mealtime will be granted an alternative break time by their supervisor.

Non-exempt Minnesota employees are allowed **15 minutes** every four consecutive work hours to use the restroom. Employees at CHOICE may take restroom break at any time and will arrange for proper coverage of their immediate supervisory tasks for the duration of the break.

EXPENSE REIMBURSEMENT

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

SOLICITING

The CHOICE 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.
- Overt expression of support or lobbying for political candidates or partisan causes. An exception is made for actions to inform legislators and public officials of the impact of their activities on CHOICE’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.

WILLFUL AND NEGLIGENT ABUSE, DESTRUCTION, OR LOSS

Damage to CHOICE property (i.e. buildings, equipment, vehicles) or loss of CHOICE property (i.e. vehicle keys, cell phones) deemed the result of an employee's abuse or neglect may result in disciplinary action, up to and including termination.

TECHNOLOGY SYSTEMS

CHOICE provides employees with access to the Company's Google email system, computer networks, and other technology systems (i.e. Pavillio) to assist employees in conducting CHOICE business. Everything created, received, sent, or stored in these systems is the property of the Company.

All CHOICE policies apply to the conduct of employees on the internet and when using CHOICE technology systems. The display of any kind of sexually explicit material on any CHOICE system or through any electronic communication method operated by CHOICE is a violation of the Company's policy against sexual harassment. Employees who are aware of the misuse of technology systems by other employees should report the misuse to HR at HR@choicejobs.org immediately.

CHOICE has software and systems that are capable of monitoring and recording all network traffic to and from any computer used by employees. CHOICE may access, review, copy, and delete anything accessed through these systems with or without notice to employees or in employees' absence. CHOICE may also review internet and technology systems activity and analyze use patterns and may choose to publicize this data. **Employees should have no expectation of privacy regarding their internet or technology systems use** and should not use CHOICE systems for information they wish to keep private.

AI USAGE

CHOICE values innovation and autonomy while prioritizing data privacy. We recognize that Artificial Intelligence (AI) is a technology that employees may already interact with on a daily basis, whether through using Generative or Predictive models such as ChatGPT, Gemini, or Copilot, or through using AI integrated platforms such as Google, Adobe, or Canva. While we understand that there may be some hesitancy to fully integrate AI technology into our daily work, we want to create a safe environment for employees and participants to responsibly use AI while ensuring the privacy of participant and donor data remains a top priority.

Acceptable Use: Employees are permitted to use vetted AI models such as ChatGPT, Google Gemini, Grammarly, or Microsoft Copilot for idea generation, workflow efficiency, template creation, synthesizing information from multiple sources, grammar editing, and other tasks as

approved by their supervisor provided they are following existing data privacy policies. If an employee would like to utilize a model that isn't listed above, they should work with their supervisor to ensure the model is reliable.

Human Checkpoint: Predictive or generative models of AI may have implicit bias, can make errors, and always need to be checked by a person before finalizing. All output from AI should be reviewed by the person utilizing the model for accuracy, bias, and errors. Search engines such as Google may use AI to generate a summary of information that may or may not include falsified information, and always needs to be checked for accuracy before presenting. If employees use AI, they are responsible for the outcome of their work.

Prohibited Actions: AI models should not be used for medical advice, conflict resolution, or to consult for official advice. The use of AI to edit, update, or produce any 245D paperwork is prohibited. Employees should always refer to approved training materials for responding to medical incidents, conflict resolution, emergency preparedness, etc. Given the sensitivity and privacy of meeting topics, CHOICE employees will not use AI meeting notetakers.

Data Privacy: Employees should know that AI models are NOT natively HIPAA compliant, and no information shared with an AI model is considered private. See CHOICE's Policy and Procedure on Data Privacy for more information on sensitive data transmission. No identifying information should be included in prompts for generative AI. Identifying information includes: full names, addresses, PMI number, Social Security number, birth date, and photographs (Canva's platform does not train on uploaded photographs, and is approved for photograph usage. Employees should always vet any other platforms with their supervisor before uploading photographs). Any documents uploaded must be checked before uploading to AI models, and identifying information must be omitted before uploading.

Enforcement: Employees will be held accountable for their use of AI tools and any work produced as a result. Employees must report any misuse of AI or suspected data breach to their supervisor immediately. Failure to comply with the acceptable use and prohibited actions may result in disciplinary action, including termination.

As AI and its usage in operations evolves, this document will be updated to reflect those changes. Staff will be notified of any changes to this document.

SOCIAL MEDIA

CHOICE respects the right of employees to maintain blogs or web pages or participate in social media, including X.com, Facebook, Instagram, LinkedIn, and similar sites. However, to protect the Company's interests, employees must adhere to the guidelines below that apply to all social media activity by employees.

Definitions

- **Internal Media Sites:** Any internal social media maintained by the Company for its employees to communicate (e.g., Google Chat, Slack, Microsoft Teams, etc.).
- **Social Media:** Any internet-based media created through social interaction, where users primarily produce and contribute to (rather than just consume) the content. Social Media includes social or professional networking websites, blogs, virtual worlds, photo-sharing websites, and video-sharing websites.
- **Social Media Activity:** Any form of communication through Social Media that the employee controls that relates in any way to the Company's operations, employees, customers, suppliers, or competitors.

Company Policies

All the Company's policies – including protection of confidential and proprietary information, unlawful harassment and discrimination, workplace violence, standards of conduct, and acceptable use of computing resources – apply to employees' Social Media Activity.

Using a Disclaimer

Employees should make clear that the views they are expressing are theirs alone and do not reflect the views of the Company when engaging in Social Media Activity that gives the appearance that such activity is on the Company's behalf, except when expressly authorized by the Company. If employees' Social Media Activity gives the appearance that it is expressly authorized by the Company, employees should specifically state: "The content I have contributed to this site is my own and does not necessarily represent the views or opinions of my employer."

Employees may reference the Company as their employer and include contact information on social and professional networking sites only, such as LinkedIn and Facebook, without posting a disclaimer. Employees may not use their CHOICE email addresses to register on social networks, blogs, or other online tools that are for personal use.

Confidentiality Obligations

Employees are obligated to adhere to their confidentiality obligations to the Company, subject to their rights to engage in protected activity under Section 7 of the National Labor Relations Act or any other legally protected activity under applicable law. Employees should not discuss confidential intellectual property information, financial information, customer details, or anything else that is subject to confidentiality obligations. Any online post that breaches the confidentiality of a CHOICE client, this includes any mention of a client by name with or without photo, is considered a violation of company policy and HIPPA regulations.

Others' Privacy

Employees should not disclose personal or non-public contact information or post photographs or videos of employees, suppliers, or competitors without their prior written permission and the Company's prior written approval.

Additional Considerations

Postings that include anything that shows a lack of respect for the people we serve, discriminatory remarks, harassment, threats of violence or similar inappropriate or unlawful conduct, defamatory or libelous posts/blogs, offensive posts meant to intentionally harm someone's reputation or posts that contribute to a hostile work environment on the basis of race, sex, disability, religion, or any other status protected by law or company policy are prohibited and will not be tolerated.

Enforcement

Employees will be held accountable for engaging in Social Media Activity that violates this policy. Failure to comply with this policy may result in disciplinary action, including termination. The Company may report suspected unlawful conduct to law enforcement.

DEVICE USE AND DRIVING

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 voicemail 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 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.

INCLEMENT WEATHER AND CLOSURES

CHOICE 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. Any available paid time off (PTO) may be applied in this situation and employees should make their request to their Program Director/Supervisor 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.

When planning to work on an inclement weather day or closure employees should notify their supervisor for approval. Upon notification of the closure, employees should email their supervisor listing the tasks they plan to complete and the estimated time for each. Employees may work and be compensated during a closure in the following ways:

- Work on case management paperwork. Office time may not be rescheduled due to closure. You will be required to note the specific work you performed and completed.
- Complete on-line training/LMS. All 245D required training should be completed on closure days unless an employee has a valid reason for being unable to complete the training. Additional LMS or training courses may be made available on closure days.
- Lead remote programming
- Participate in staff and/or other team meetings
- Specialists may work on assignments as needed, upon approval from their supervisor.

Remote program preparation will occur in advance; class links should be preset by an administrator, and laptops and participant files may be checked out for remote work. Let your supervisor know ahead of a closure event that you would like to assist with remote programs on days that CHOICE is closed due to inclement weather or other unforeseen events. You will be

paid for the hours you are online with participants and time needed to prepare for and run the class. Time and attendance must be taken using Pavillio for the purpose of billing these services.

All remote work on closure days must be completed consecutively for non-exempt employees, i.e. you must complete your work in one time period and you may not clock in and out more than once each day.

PROTECTED ACTIVITY

Nothing in this Handbook limits or prohibits employees from engaging for a lawful purpose in any "Protected Activity." "Protected Activity" means:

- Discussing the terms, wages, and working conditions of employment,
- Disclosing information pertaining to any unlawful or potentially unlawful conduct; and
- Filing a charge, complaint, or report, or participating in any investigation or proceeding conducted by state, federal, local, or other governmental agency, including the Securities and Exchange Commission, the Occupational Safety and Health Administration, the Equal Employment Opportunity Commission, and the National Labor Relations Board ("Government Agencies").

In connection with any Protected Activity, employees are permitted to disclose documents or other information without giving notice to or receiving authorization from the Company. In making any disclosures, employees must take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute confidential information to any parties other than Government Agencies. "Protected Activity" does not include the disclosure of any attorney-client privileged communications or attorney work product, which employees must not disclose without the written consent of CHOICE. This policy supersedes any prior or conflicting CHOICE policy or communication.

Under the Defend Trade Secrets Act of 2016, an individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (a) is made in confidence to a federal, state, or local government official (directly or indirectly) or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except under a court order.

Nothing in this policy is meant to infringe on employees' rights to engage in [concerted activity](https://www.nlr.gov/about-nlr/rights-we-protect/your-rights/employee-rights) under Section 7 of the NLRA. <https://www.nlr.gov/about-nlr/rights-we-protect/your-rights/employee-rights>

Under the Minnesota Wage Disclosure Protection law, Minnesota employees have the right to tell any person the amount of their own wages. They will not be retaliated against for disclosing their own wages. Remedies under the Wage Disclosure Protection law are to bring a civil action against an employer and/or file a complaint with the Minnesota Department of Labor and Industry at 651-284-5075 or 800-342-5354.

Our Relationship

This section describes our relationship with our employees.

AT-WILL EMPLOYMENT

Employment at CHOICE is at-will. This means that both CHOICE and employees may terminate their employment relationship for any reason and without notice.

All employees are employees “at will” and these policies do not constitute an employment contract. An employee has the right to resign from employment at any time for any reason with or without notice. CHOICE requests at least two weeks’ notice from employees before their resignation. CHOICE 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 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.

HIRING

All hiring is done with the approval of the Executive Director.

ACCESS TO PERSONNEL RECORDS

Upon receiving a written request CHOICE 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. 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 fails to comply. You have the right to submit a written statement to a personnel file if the file contains disputed information that CHOICE will not agree to remove.

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 no further recourse at CHOICE. CHOICE prohibits retaliation for reporting complaints.

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 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 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.

Time Off

This section explains when employees can take time off work.

HOLIDAY AND VACATION PAY

To receive Holiday and Vacation pay, employees are expected to work at minimum 95% of their scheduled days apart from using PTO or when on a qualifying leave of absence. CHOICE offers the following paid holidays and vacations paid for regular, full-time (30 hours per week) employees each year:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Juneteenth
- Companywide Vacation –Fourth of July Week (5 days)
- Labor Day
- Thanksgiving Day & Friday after Thanksgiving
- Companywide Vacation—Week of Winter/Christmas break (5 or 6 days depending on the calendar and New Year's Day)

Depending on the calendar there are 16-17 paid holiday and vacation days. Employees must be employed during the week prior and the week following the five days of paid holidays for July or Winter vacation to receive this benefit. Part-time workers, interns and temporary 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 purposes 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 workday 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, employees eligible for Holiday pay will be paid for the holiday or vacation plus hours worked.

Employees that are not eligible for Holiday pay 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 (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 vacation time, designed a paid time off (PTO) plan that incorporates personal vacation, sick and safe time (which complies with the Minnesota Earned Sick and Safe Time laws), care for others and pets into one program.

Upon hire 16 hours of PTO will be provided to the newly onboarded regular, full-time employee (for the purposes of this policy full-time means regularly scheduled at least 30 hours per week). Interns and temporary full-time employees are not eligible for the deposit of 16 hours of PTO.

PTO for all regular, full-time staff is then earned based on length of service as applied to the following schedule:

Years of Service	Hours accrued per hour worked	*Approximate days accrued per year (PTO)
0-1	.03833	10
1-2	.04611	12
2-5	.05000	13
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 employees that work a minimum of 80 hours per calendar year, but average less than 30 hours per week will accrue PTO at the rate of .0333.

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.

Procedure: 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. When reporting an unexpected absence, such as with illness, employees are expected to report their absence to their supervisor no later than 8:00 AM on the day of the absence. If you have driving responsibilities, then no later than 7:00 AM.

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 sold 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 off. CHOICE may grant up to three days of unpaid leave in a twelve-month period for any employee. After that it is expected that employees will have accrued PTO and use only what is accrued. Other than for an approved leave, it is expected that employees will not need more time off than what accrued PTO permits. Unforeseen life events/circumstances may be taken into consideration regarding this policy. **Employees are expected to meet minimum attendance standards as outlined in this policy.**

BEREAVEMENT/COMPASSIONATE LEAVE

CHOICE recognizes the importance of taking leave on the occasion of a death in the family. Bereavement leave includes up to 3 days of paid leave and is available to employees that work an average of 30 hours or more per week. Payment for bereavement leave will be determined by the employee's previously approved work schedule and typical hours worked.

This is available to employees that experience the death of their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent); miscarriage or stillbirth; their spouse or registered domestic partner; their sibling, stepsibling or foster sibling; their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child; their grandchild, foster grandchild or step-grandchild; their grandparent or step-grandparent; a child of a sibling of the employee; a sibling of the parents of the employee; a child-in-law or sibling-in-law; any of the family members above of an employee's spouse or registered domestic partner; any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and up to one individual annually designated by the employee.

PTO or authorized leave without pay will be available for extended funeral matters. Employees taking bereavement leave must notify their supervisor. You may be requested to provide documentation to support your absence. A "day" is the standard workday for the individual employee. While those important to us include extended relatives, friends, and many others, this policy is not intended to be all inclusive. When necessary, employees may request to use PTO or time off without pay for extended relatives, friends, and others.

MINNESOTA PAID LEAVE LAWS

Minnesota Paid Family & Medical Leave (Paid Leave)

Minnesota Paid Leave provides payments and job protections when you need time off to care for yourself or your family. You can take leave for the following qualifying events:

Medical Leave (up to 12 weeks leave):

- To care for your own serious health condition, including care related to pregnancy, childbirth, and recovery

Family Leave (up to 12 weeks):

- Bonding Leave – to care for and bond with a child welcomed through birth, adoption, or foster placement
- Caring Leave – to care for a family member with a serious health condition
- Military Family Leave – to support a family member called to active duty

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- **Safety Leave** – to respond to issues related to domestic violence, sexual assault, or stalking for yourself or a family member

Individuals are eligible for up to 20 weeks of leave for combined family and medical leave in a calendar year.

Eligibility

Most workers in Minnesota are covered by Paid Leave. You are covered no matter the size of your employer, or the hours or days you work. Independent contractors and self-employed individuals are not automatically covered, but may opt in. You may qualify for payments if you've been paid a minimum amount for work in Minnesota in the last year (\$3,900 for the start of Paid Leave in 2026).

Job Protections

- **Job protections:** Generally, you must be restored to your job or an equivalent position when returning from leave. Job protections take effect 90 days after your date of hire.
- **Health insurance continuation:** Generally, employers must continue to fund their portion of healthcare insurance and other group insurance premiums while you are on leave. You will be responsible for any portion of health insurance and other group insurance premiums that you pay.
- **No retaliation or interference:** Employers must not interfere with or retaliate against you if you apply for or use Paid Leave. Employers cannot take your Paid Leave payments.

For inquiries related to Paid Leave, please contact Minnesota Paid Leave at 651-556-7777 or visit our website. If you think your employer is violating employment protections, contact the Labor Standards Division at the Minnesota Department of Labor and Industry.

Who Pays for Leave?

Paid Leave is funded by premiums paid by employees and employers. **The initial premium rate is 0.88% of wages** up to the cap set by Social Security's Old-Age, Survivors, and Disability Insurance program (currently \$176,000). Your employer **may deduct up to 0.44% of your wages** to fund your portion of the premium. This total premium covers both Medical Leave (0.61%) and Family Leave (0.27%).

Employers are responsible for sending premiums to Paid Leave on behalf of all employees.

Your premium contributions are: **0.44%** of wages earned applied as payroll deductions.

How do I take Paid Leave?

1. Employee must submit a written notice prior to submitting an application for Paid Leave. Written notice should be submitted to HR@choicejobs.org; if written notice is not possible, call Betsy Ingalsbe at 612-516-5917 as soon as possible. Employees are asked to submit notification 30 prior days to leave if possible.
2. Apply with Paid Leave at paidleave.mn.gov. You can also apply over the phone if needed.

Paid Leave and Supplemental Benefits:

CHOICE allows the use of supplemental benefit programs including Short Term Disability and Paid Time off. Employees may use available PTO to supplement their Paid Leave income. Employees will submit a written request to HR@choicejobs.org to apply PTO to Paid leave. The combination between PTO and Paid Leave benefit will not exceed 100% of employee's typical day of pay. Employees can apply for Short Term Disability with Guardian in addition to submitting their application for MN Paid Leave.

Intermittent Leave

Employees can take up to 480 hours of intermittent leave in a calendar year. Employees qualified to take up to 20 weeks of Paid Leave in a calendar year may not exceed 480 hours of intermittent leave. The shortest block of time employees are able to take intermittent leave is 1 hour.

Interaction with FMLA:

If an Employee's leave is eligible under both FMLA and Paid Leave, the two will run concurrently. If the leave qualifies under only one program, that policy will apply.

Learn More

Visit paidleave.mn.gov to apply or for more information about Paid Leave, including calculators to help you estimate your premium costs and the payments you could receive under Paid Leave.

Minnesota Pregnancy and Parental Leave

In accordance with Minnesota's Pregnancy and Parenting Leave Act (MPPA), CHOICE provides leave to Minnesota employees for a pregnancy-related condition, or to care for a newborn child, newly adopted child, or child placed with them for foster care. Employees are eligible for up to 12 weeks of unpaid time off under the MPPA.

Eligible employees may take leave for the birth or adoption of a child, prenatal care, or incapacity caused by pregnancy, childbirth, or related health conditions. Leave for the birth or adoption of a child may begin at any time chosen by the employee but must begin within 12 months of the

birth or adoption. In cases where the child must remain in the hospital longer than the birthing parent, leave must begin within 12 months after the child is discharged. All leave provided under this policy or the MPPA will run concurrently with the Minnesota Paid Family & Medical Leave and/or FMLA (as applicable).

Employees who would like to take leave for the birth of a child, or to care for a new adopted or foster child should provide advance notice to their supervisor or HR at HR@choicejobs.org. When possible, employees should provide at least 30 days' notice of their leave. If 30 days' notice is not possible due to medical necessity or other reasons, employees should provide as much advance notice as possible to HR.

Employees suffering from a pregnancy-related disability who require reasonable accommodation (which may include leave) for this purpose should contact HR. Employees may be entitled to the following accommodations: more frequent or longer restroom, food, and water breaks; temporary leaves of absence; modification in work schedule or job assignments; and more frequent or longer break periods. Employees may be required to submit a medical certification of their disability.

Employees may use any available paid time off during this leave. Any available PTO will be applied to and run concurrently with employees' MPPA leave, and the remainder of the leave will be unpaid. During any unpaid portion of employees' MPPA leave (that is, when PTO is not being used), employees will not accrue PTO, but they will retain all benefits accrued before and not used during leave. Employees will continue to be eligible for benefits, in accordance with the terms and conditions of applicable benefit plans. Employees will be required to continue to pay the employee contribution for such benefit plans for the duration of the leave. Arrangements to pay your contributions can be made upon your return to work.

At the end of the leave, employees will be reinstated to their same position, or, if that position is unavailable, to a comparable position except as allowed by applicable law. For example, if a reduction in force occurs during the time employees are on leave and they are included in the reduction, their employment may be terminated at the same time as the other employees even if they are on leave at that time. Employees will be eligible for coverage under any Company group insurance policy, group subscriber contract, or health care plan for the employee and any dependents.

CHOICE will not discriminate; retaliate; deny employment, reemployment, promotion, or any other benefit of employment; subject to any adverse employment action; or discipline, intimidate, or retaliate against any employee or applicant for requesting or taking parental leave.

Minnesota Military Death/Injury Leave

Pursuant to the Families of Mobilized Military Members Law, Minnesota employees may take up to 10 days of unpaid bereavement leave when their immediate family member (e.g. parent, child,

grandparents, siblings, or spouse) has been injured or killed while engaged in active military service.

Employees must provide CHOICE reasonable advance notice of the need for leave under this policy. CHOICE may request reasonable documentation reflecting the need for such leave, to the extent authorized by law. Employees may use available PTO during unpaid time off taken under this policy, however, the length of unpaid time off provided herein will not be reduced by any period of paid leave provided by CHOICE, if any.

ORGAN, BONE MARROW, AND BLOOD DONOR LEAVE

Minnesota Bone Marrow Donation Leave

This policy applies only when CHOICE has 20 or more employees in a single workplace.

Minnesota employees who work for an average of at least 20 hours per week may take up to 40 hours of paid leave to donate bone marrow. Employees must provide CHOICE reasonable advance notice of the need to take leave under this policy. CHOICE may request reasonable documentation of the need for such leave, including, but not limited to, verification from a physician of the purpose and length of each leave requested by employees to donate bone marrow. CHOICE will not retaliate against employees for requesting or taking leave in compliance with this policy.

DOMESTIC VIOLENCE LEAVE

Minnesota Harassment and Domestic Abuse Leave

Minnesota employees who are victims of domestic abuse, sexual assault, stalking or harassment, may take unpaid time off from work to seek a harassment or domestic violence restraining order, receive an order for protection from a court, or obtain other related assistance.

Employees must provide CHOICE at least 48 hours advance notice of the need to take time off under this policy, if practicable. If advance notice is not practical, employees must provide notice as soon as practical. CHOICE may request reasonable documentation of the need for such leave.

CHOICE will treat all information related to an employee's leave pursuant to this policy as confidential. CHOICE will not discharge, discipline, threaten, otherwise discriminate against, or penalize an employee regarding the employee's compensation, terms, conditions, location, or privileges of employment for requesting or taking leave in compliance with this policy. Employees may use available PTO during otherwise unpaid time off taken under this policy.

MILITARY SERVICE LEAVE

General Applicability

CHOICE provides military leave pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), the Family and Medical Leave Act (FMLA) (to the extent CHOICE is required to provide leave under the FMLA), and any applicable state laws.

Employee Eligibility

Under USERRA, full-time, part-time, and probationary employees absent from work because of service in the uniformed services are covered by USERRA's military leave and reemployment provisions. USERRA does not cover employees whose employment before military service was for a brief, non-recurrent period, or when there was no reasonable expectation that the employment would have continued for a significant period.

All employees who are members of state uniformed services, including, but not limited to, the National Guard, any State Militia, or any State Defense Force are eligible for leave under this policy.

The federal FMLA requires covered employers to provide eligible employees with unpaid, job-protected leave for family or medical reasons, including to care for a family member (parent, child, spouse, or next of kin) who is a qualifying covered service member with a serious injury or illness, or for a qualifying exigency due to the employee's spouse, child, or parent being on or called to covered active duty. The FMLA defines "serious injury or illness" as one that was incurred while on active duty or an injury that was aggravated by service while on active duty and that may render the service member medically unfit to perform the duties of the service member's office, grade, rank, or rating.

All military leave is unpaid.

Leave Entitlements

Employees eligible for leave under USERRA may take leave to serve in the uniformed services. Employees who are members of state uniformed services are eligible for leave for as long as they are on active duty.

Employees may take military leave for training and other non-active-duty activities in accordance with applicable law.

FMLA Leave

Employees may take leave under the FMLA or applicable law, to the extent CHOICE is required to provide leave under the FMLA.

Procedure

When the need for military leave is foreseeable, employees must notify their supervisor as far in advance as possible. If employees have written authorization from their military branch for the

leave, they should provide it when they request leave. An employee is generally only entitled to rights and benefits under USERRA if CHOICE receives advance notice of the employee's intent to take military leave unless giving advance notice is impossible or unreasonable.

Benefits

Employees on military leave whose service period is 30 days or less may continue their health insurance benefits and will only be required to pay their normal share of the premium. If employees must serve for longer than 30 days, they may elect to continue their health insurance benefits for a period of 24 months after the absence begins or the length of the time of the service, whichever is shorter. In the event of such longer service, employees will be required to pay the entire employer (and employee) premium. Employees will not be deprived of any accrued leave due to taking leave under this policy. Employees may choose to use any available paid leave concurrently with military leave.

Reinstatement

Upon completion of duties, unless the Company's circumstances have changed to make it unreasonable, a returning employee will be reinstated into their former position or another position of equal seniority, status, pay, and benefits. Employees who are no longer qualified for their jobs will be placed in another position with appropriate seniority, status, pay, and benefits. Employees may be reinstated to the seniority, status, pay, and benefits that they would have had if they had not taken leave under this policy. Employees should report back to work within a reasonable amount of time after returning from their duties or recovering from injuries sustained in the line of duty.

VOLUNTEER CIVIL SERVICE AND EMERGENCY RESPONDER LEAVE

Minnesota Civil Air Patrol Leave

This policy applies only when CHOICE has 20 or more employees in at least one workplace.

Minnesota employees who work an average of 20 or more hours per week and are volunteer members of the civil air patrol, may take unpaid time off to respond as a member of the civil air patrol at the request of the State of Minnesota or any of its political subdivisions, unless the leave would unduly disrupt Company's operations.

Employees must provide CHOICE reasonable advance notice of the need for leave under this policy. CHOICE may request reasonable documentation reflecting the need for such leave. CHOICE will not discriminate or retaliate against any employee for requesting or taking leave in compliance with this policy.

Employees may use available PTO during otherwise unpaid time off taken under this policy.

JURY DUTY LEAVE

CHOICE encourages all employees to report for jury duty and provides employees with unpaid time off for jury duty service, unless paid time off is required by applicable law. Employees should contact HR at HR@choicejobs.org when they receive notice to serve on a jury or attend jury selection to determine whether they will be entitled to paid time off.

Exempt salaried employees will not have their pay reduced for any week in which they work and also miss time for jury duty, except to offset amounts employees receive as jury duty fees. Non-exempt employees will receive pay for the first 30 hours missed as a result of responding to jury duty summons in a calendar year. CHOICE will not require or request that employees use PTO or sick leave for time spent responding to a jury duty summons, participating in jury selection, or serving on a jury.

After receiving summons for jury duty, employees must provide CHOICE with advance notice of the summons as soon as reasonably possible. CHOICE may request reasonable documentation providing proof of jury duty service to the extent permitted by law. CHOICE will not discharge, discipline, retaliate against, coerce, or otherwise penalize employees who are absent to attend judicial proceedings in response to a summons for jury duty.

Minnesota Jury Duty Leave

CHOICE encourages all employees to serve on jury selection or jury duty when called and provides Minnesota employees with unpaid time off to serve on a jury. While leave to serve on a jury is unpaid, exempt salaried employees will not have their pay reduced for any week in which they work and also miss time for jury duty, except to offset amounts employees receive as jury duty fees.

Employees should notify their supervisor of the need for time off for jury duty as soon as possible after receiving a notice or summons from the court. CHOICE may require employees to provide proof of jury duty service to the extent authorized by law. CHOICE will not deprive employees of employment or threaten or otherwise coerce employees because the employee receives a summons, responds to such summons, or serves as a juror or attends court for prospective jury service.

WITNESS DUTY LEAVE

Minnesota Witness Duty Leave

Minnesota employees who are the witness of a crime may take unpaid time off if subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony and attending criminal proceedings. While leave to serve as a witness is unpaid, exempt salaried employees will not have their pay reduced for any week in which they work and also miss to serve as a witness, except to offset amounts employees receive as a witness fee.

Employees must provide CHOICE reasonable advance notice, at least 48 hours prior, to the leave of the need to take time off under this policy unless impracticable or an emergency prevents them from doing so. If advance notice is not practical, employees must provide notice as soon as practical. CHOICE may request reasonable documentation reflecting the need for such leave. CHOICE will treat all information related to an employee's leave pursuant to this policy as confidential, except as required by law. CHOICE will not discharge, discipline, threaten, otherwise discriminate against, or penalize an employee regarding their compensation, terms, conditions, location, or privileges of employment for requesting or taking leave in compliance with this policy.

Employees may use available PTO during otherwise unpaid time off taken under this policy.

VOTING AND ELECTION OFFICIAL LEAVE

Minnesota Voting Leave

Minnesota employees who are eligible to vote may take the necessary paid time off to vote in a regularly scheduled election, election to fill a vacancy in the office of United States or state senator or United States or state representative, election to fill a vacancy in nomination for a constitutional office, or presidential nomination primary election. This time may be taken during early voting periods before an election.

Employees must provide CHOICE reasonable advance notice of their need to take time off under this policy. Time off should be taken when specified by CHOICE.

Minnesota Political Activity Leave

Minnesota employees may take unpaid time off to attend any meeting of the state central committee or executive committee of a major political party if they are a member of the committee or may attend any convention of major political party delegates including meetings of official convention committees if they are a delegate or alternate delegate to that convention. Employees must provide CHOICE at least 20 days' advance notice of their need to take time off under this policy.

Minnesota employees elected to public office may take unpaid time off to attend meetings required by their official duties. CHOICE will try to allow employees to make up the time with other hours when they are available.

CHOICE will not retaliate against employees for requesting or taking time off under this policy.

Minnesota Election Judge Leave

Minnesota employees may take the necessary paid time off to serve as election judges. CHOICE may reduce employees' pay during such time off by the amount employees receive from the state or court (or other applicable appointing authority) for being an election judge.

Employees must provide CHOICE at least 20 days' reasonable advance notice of their need to take time off under this policy. Employees must also provide a certificate from the appointing authority stating the hours they will serve and compensation they will be provided. CHOICE may limit the number of people absent from work serving as an election judge to no more than 20% of the total work force at any single workplace.

SCHOOL ACTIVITIES LEAVE

Minnesota School Activities Leave

Minnesota employees may take up to 16 hours of unpaid time off during any 12-month period to attend school conferences or school-related activities for their child during work hours. If the employee's child receives childcare services by someone other than a parent or legal guardian in or outside the child's own home on a regular basis or attends a pre-kindergarten regular or special education program, the employee may use unpaid time off to attend a conference or activity related to their child, or to observe and monitor the service or program during work hours.

Employees must provide CHOICE reasonable advance notice of the need for leave under this policy and make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations.

Employees may use available PTO during otherwise unpaid time off taken under this policy.

Benefits

Employee Status and Benefits Eligibility

Regular, full-time employees who are scheduled at least 30 hours per week and maintain an average of 30 hours per week are eligible for dental and health benefits for the employee, their spouse and dependents at a cost noted in the CHOICE Benefits Handbook. Life and disability insurance is provided for the employee at no cost to the employee. All employees are eligible to participate in the CHOICE 401k plan. See the CHOICE Benefits Handbook for more details.

Benefit enrollment is offered at time of hire. If you do not enroll at time of hire, you will need to wait for the next open enrollment window or have a qualifying life event that would entail a special enrollment period. Examples of a qualifying life event might include, but is not limited to, marriage, divorce, birth or adoption, a dependent ages out of eligibility, or a change in existing coverage. Questions regarding qualifying life events should be directed to HR at HR@choicejobs.org.

Federal Family and Medical Leave

Federal Family and Medical Leave Act (FMLA)

This policy applies only when CHOICE has 50 or more employees during each of any 20 or more calendar weeks in the current or preceding calendar year.

CHOICE provides family, medical, and military family leave in accordance with the Family and Medical Leave Act of 1993 (FMLA). Any leave taken under the FMLA may run concurrently with leave taken under applicable state law where the statutes allow for leave for the same reasons.

Eligibility

Employees are eligible for FMLA leave if they: (i) have worked for CHOICE for at least 12 months (which does not need to be consecutive) before the leave, (ii) have worked at least 1,250 hours during the 12-month period before the leave, and (iii) are employed at a workplace that has 50 or more employees within a 75-mile radius. Please contact HR at HR@choicejobs.org with questions regarding eligibility.

Eligible Reasons and Amount of Leave

Eligible employees may take up to 12 weeks of unpaid time off in any 12-month period (except as provided below) for the following reasons (the "Eligible Reasons"):

- To care for the employee's child after birth or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter, or parent with a serious health condition;
- For an employee's serious health condition which renders the employee unable to perform any of the essential functions of the employee's position; or

- Employees that have a spouse, domestic partner, child, or parent who is a current member of the U.S. Armed Forces, or who has been called to active duty status, (a “qualifying military exigency”), which includes attending certain military events, arranging for alternative (but not routine) childcare and attending to certain child-related emergencies, addressing certain financial and legal arrangements, attending certain counseling sessions, addressing certain care-related needs of the parent of a service member who is unable to care for themselves, and attending post-deployment reintegration briefings. Leave also may be taken immediately prior to a service member’s short-notice deployment (up to seven days) and during a service member’s short-term rest and recuperation leave (up to 15 days)

In addition, eligible employees may take up to 26 weeks of unpaid time off in a single 12-month period, beginning on the first day of FMLA leave to care for a spouse, son, daughter, parent, or next of kin who is a covered service member or member of the armed forces (as applicable) for any qualifying reason, including having a serious injury or illness related to active-duty service. Such leave will run concurrently with any military leave the employee is eligible to take so long as the employee qualifies for leave under military leave law and the leave available in a single 12-month period, beginning on the first day of FMLA.

Please contact HR at HR@choicejobs.org with any questions about limits on FMLA leave applicable to married employees.

Intermittent Leave

Employees may take FMLA leave on an intermittent (in blocks of time, or by reducing their normal weekly or daily work schedule) or reduced work-schedule basis: (i) if medically necessary because of the employee’s serious health condition, to care for a covered family member with a serious health condition, or to care for a covered service member with a serious injury or illness; (ii) for the birth of a child or placement of a child for adoption or foster care; or (iii) if the leave is due to a qualifying exigency.

The smallest increment of time that can be used for such leave is the smallest increment used for time-keeping purposes and other leaves, provided that any increment cannot be greater than one hour. Any leave taken for the birth, adoption, or foster placement of a child must be approved by CHOICE and must conclude within 12 months after the birth, adoption, or placement of the child.

Calculating Leave

The Department of Labor provides the following information about calculating FMLA leave. Only the amount of leave actually taken may be counted against an employee’s FMLA leave entitlement. Where an employee takes FMLA leave for less than a full workweek, the amount of FMLA leave used is determined as a proportion of the employee’s actual workweek. The amount of FMLA leave taken is divided by the number of hours the employee would have worked if the employee had not taken leave of any kind (including FMLA leave) to determine the proportion of the FMLA workweek used. For example, an employee who normally works 30 hours a week but works only 20 hours in a week because of FMLA leave would use one-third of

a week of FMLA leave. An employer may convert the FMLA leave usage into hours so long as it fairly reflects the employee's actual workweek.

Time that an employee is not scheduled to report for work may not be counted as FMLA leave. If an employer temporarily stops business activity and employees are not expected to report for work for one or more weeks (e.g., a school that closes two weeks for the winter holiday, or a plant that closes for a week for repairs), the days the employer's business activities have stopped do not count against the worker's FMLA leave.

When a holiday falls during a week in which an employee is taking the full week of FMLA leave, the entire week is counted as FMLA leave. However, when a holiday falls during a week when an employee is taking less than the full week of FMLA leave, the holiday is not counted as FMLA leave, unless the employee was scheduled and expected to work on the holiday and used FMLA leave for that day.

When an employee's schedule varies so much that the employer is unable to determine how many hours the employee would have worked during the week the employee takes FMLA leave, the employer may use a weekly average to calculate the employee's FMLA leave entitlement. The weekly average is determined by the hours scheduled over the 12 months prior to the beginning of the leave and includes any hours for which the employee took any type of leave.

Required overtime hours that are not worked by the employee because of an FMLA-qualifying reason may be counted as FMLA leave. However, voluntary overtime hours not worked due to an FMLA-qualifying reason may not be counted as FMLA leave.

Notice of Leave

Employees must provide at least 30 days' advance notice before the leave begins, if foreseeable. If 30 days' notice is not practicable, notice must be given as soon as practicable. Employees must consult with CHOICE to schedule any planned medical treatment or supervision to minimize disruption to the Organization's operations, subject to the approval of the health care provider of the person undergoing treatment.

Failure to comply with these rules may result in deferral of leave until the employee complies with this policy. If an unforeseen need for leave arises, employees must follow the Organization's standard absence notice procedures, unless unusual circumstances prevent the employee from doing so. Employees who fail to follow the Organization's standard absence notice procedures may be subject to discipline, possibly including termination of employment.

Certification of Leave

CHOICE may request that employees provide certification of leave within 15 days of their request for leave, unless impracticable. If CHOICE determines a medical certification is incomplete or insufficient, CHOICE will provide the employee with written notice of the deficiencies, and they will have seven days to repair the deficiency. If the employee does not repair the deficiency within the allocated time frame, CHOICE may deny the leave request.

If the leave is needed to care for a sick child, spouse, or parent, the employee must provide a certification from a health care provider that states the: (i) date of commencement of the serious health condition; (ii) probable duration of the condition; (iii) estimated amount of time the health care provider will provide care; and (iv) confirmation that the serious health condition warrants the participation of the employee.

If the leave is needed for an employee's serious health condition, the employee must provide certification from a health care provider that states: (i) the date of commencement of the serious health condition; (ii) the probable duration of the condition; and (iii) that the employee is unable to perform one or more of the essential functions of the employee's position because of the employee's serious health condition. If CHOICE has reason to doubt the veracity of the certification, CHOICE may require, at its expense, a second opinion from a health care provider designated by the Organization. If the second opinion differs from the first opinion, CHOICE may require, at its expense, that employees obtain the opinion of a third health care provider designated or approved by CHOICE and employees. The opinion of the third health care provider will be final and binding.

CHOICE may also request medical certification for other leave-qualifying reasons to the extent not prohibited by applicable law. CHOICE requires certification by an employee's health care provider that the employee is fit to return to work. Failure to provide this certification will result in the denial of reinstatement until the certificate is obtained. If employees do not provide the certification within three business days after the employee's scheduled return date, they will be considered to have voluntarily resigned. CHOICE may ask for recertification from the employee's health provider in accordance with applicable law. For example, if an employee's medical condition lasts longer than one year, CHOICE may request a new certification from the employee's health care provider every 12 months. If an employee is absent from work due to an ongoing medical condition covered under this policy, CHOICE may ask for a new certification from the employee's health care provider every six months.

Leave Timing

Any FMLA leave provided to eligible employees under this policy will be considered part of the 12-workweek per 12-month entitlement. This 12-month period is a "rolling" 12-month period measured backward from the date an employee uses any leave, such that their leave entitlement is the balance of the 12-workweek entitlement that has not been used during the preceding 12 months. Leave taken to care for an employee's newborn child or a child placed with them for foster care or adoption must be concluded within one year of the child's birth or placement. Employees cannot carryover unused leave from one "rolling" 12-month period to the next "rolling" 12-month period.

Leave Is Unpaid

Leave under this policy is unpaid. Employees may substitute any unused PTO for unpaid FMLA leave. The substitution of paid leave for unpaid FMLA leave does not extend the length of the FMLA leave period.

When employees have used all available PTO, or if employees have no available PTO, then the leave is unpaid.

Benefits During Leave

Employees will be allowed to continue participating in any health and welfare benefit plans in which they were enrolled before the first day of FMLA leave for up to 12 weeks. Employees must continue to pay their portion of the insurance premium. Payment is due at the same time as it would be if made by payroll deduction. Alternatively, premium payments may be paid in one lump-sum at the beginning of FMLA leave or monthly. In some instances, CHOICE may recover premiums paid to maintain health coverage for employees who fail to return to work following FMLA leave. If paid leave is substituted for unpaid FMLA leave, CHOICE will deduct the employee's portion of the health plan premium as a regular payroll deduction.

Reinstatement

Upon return from FMLA leave, employees will be reinstated to their original position or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions subject to any defense to reinstatement allowed under the law. Using FMLA leave will not result in the loss of any employment benefit that an employee earned or was entitled to before FMLA leave. As more fully described below, employees on FMLA leave will not continue to accrue employment benefits, such as PTO during unpaid FMLA leave.

Reinstatement after FMLA leave may be denied to certain salaried "key" employees in the following circumstances: (i) if those employees are among the highest paid 10% of salaried employees within 75 miles of the central workplace; (ii) when the refusal to reinstate is necessary because the employee's reinstatement will cause substantial and grievous economic harm to the Organization's operations; and (iii) when the employee is notified of the Organization's intent to refuse reinstatement at the time CHOICE determines it is necessary. If leave has already begun, CHOICE will give the employee a reasonable opportunity to return to work following the notice described above.

Other Employment

Employees on leave are not permitted to take on any other employment, even on a temporary basis, without written authorization from the Organization. To do so will result in termination of employment.

Reporting While on Leave

If an employee takes FMLA leave because of their serious health condition or to care for a covered relative, they must contact CHOICE at least once a month regarding the status of the condition and their intention to return to work. In addition, employees must give notice as soon as practicable (within two business days if feasible) if the dates of leave change, are extended, or initially were unknown.

Non-Discrimination

CHOICE will not discriminate against employees or applicants for requesting or taking FMLA leave. CHOICE will not interfere with, restrain, or deny employees' exercise of (or attempts to exercise) any rights provided by the FMLA.

HANDBOOK ACKNOWLEDGMENT AND AGREEMENT

Please sign the acknowledgment form below and return it to HR at HR@choicejobs.org. This will let CHOICE know that you have received the handbook. It is your responsibility to read and understand the contents of this handbook.

I acknowledge that I have received a copy of the Company's Employee Handbook and understand that it sets forth the terms and conditions of my employment, as well as the duties, responsibilities, and obligations of my employment with CHOICE. I understand and agree that it is my responsibility to read and familiarize myself with the provisions of the Employee Handbook and to abide by the rules, policies, and standards set forth in the Employee Handbook. I also acknowledge that, except for the policy of at-will employment, the terms and conditions set forth in this handbook may be modified, changed, or deleted at any time without prior notice to me and other employees. Any agreement or promise of any kind pertaining to my employment must be in writing and signed by an authorized member of Administration of CHOICE. I further acknowledge that I have received, read, and understood the Company's Technology Systems policy regarding the right of CHOICE to monitor use of all the Company's Technology Systems. I also acknowledge that my employment with CHOICE is not for a specified period of time and can be terminated at any time for any reason, with or without cause or notice, by me or by CHOICE. I acknowledge that no statements or representations regarding my employment can alter the foregoing unless done on the terms set forth in this handbook or in any agreement or offer letter between me and CHOICE. As to the circumstances in which employment may be terminated, this is the entire agreement between me and CHOICE; there are no oral or collateral agreements of any kind.

In addition, I acknowledge that I have received a copy of the Company's policy prohibiting discrimination, harassment, and retaliation, and understand the Company's policy that there be no discrimination or harassment against any employee or applicant for employment on the basis of race, color, religion (including, but not necessarily limited to, religious creed, dress, and grooming practices), citizenship, marital status, age (40 and over), national origin, ancestry, mental or physical disability (including, but not necessarily limited to, HIV and AIDS disabilities), genetic information, medical condition (as defined by applicable law, including cancer), U.S. (state and federal) military and veteran status, sexual orientation, gender identity, gender expression, sex, gender, pregnancy (including childbirth, breastfeeding, and related medical condition), or any other characteristics protected under applicable federal, state, or local laws. I understand CHOICE is committed to a work environment free of harassment and discrimination, and that CHOICE specifically prohibits retaliation whenever an employee or applicant makes a good-faith complaint that they have been subjected to harassment, discrimination, or retaliation. Accordingly, I specifically agree that to the extent I am the subject of any conduct which I view to constitute harassment, discrimination, or retaliation or which is otherwise in violation of the Company's policy prohibiting discrimination, harassment, and retaliation, I will immediately report such conduct to HR at HR@choicejobs.org, my supervisor, or a management-level employee. I understand and agree that to the extent I do not use the grievance procedures

outlined herein or in the Company's policy prohibiting discrimination, harassment, and retaliation, CHOICE has the right to presume that I have not been subjected to any harassment, discrimination, or retaliation, or that I have welcomed the conduct.

I have carefully and thoroughly read the Company's Alcohol and Drug Abuse Policy. I agree, without reservation, to abide by the terms of that policy. I further agree to notify CHOICE of any conviction for any criminal drug statute violation occurring in the workplace no later than five days after such conviction. I understand that abiding with the terms of this Alcohol and Drug Abuse Policy and notifying CHOICE of workplace-related drug convictions are conditions of my employment. I understand that any violation of the policy will result in disciplinary action, up to, and including, immediate termination of employment.

Signature: _____

Name: _____

Date: _____

Minnesota Earned Sick and Safe Time Employee Notice

Employees in Minnesota are entitled to earned sick and safe time, a form of paid leave. Employees must accrue at least one hour of earned sick and safe time for every 30 hours they work, up to at least 48 hours in a year. A year for purposes of the employee's earned sick and safe time accrual is: one year following each anniversary of the employee's first date of employment.

The earned sick and safe time hours the employee has available, as well as those that have been used in the most recent pay period, must be indicated on the employee's earnings statement that they receive at the end of each pay period. Earned sick and safe time must be paid at the same hourly rate employees earn from employment. Employees are not required to seek or find a replacement for their shift to use earned sick and safe time. They may use earned sick and safe time for all or part of a shift, depending on their need.

Earned sick and safe time can be used for:

- an employee's mental or physical illness, treatment or preventive care;
- the mental or physical illness, treatment or preventive care of an employee's family member;
- absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease.

NOTIFYING EMPLOYER, DOCUMENTATION

An employer can require their employees to provide up to seven days of advance notice when possible (for example, when an employee has a medical appointment scheduled in advance) before using sick and safe time. An employer can also require their employees to provide certain documentation regarding the reason for their use of earned sick and safe time if they use it for more than three consecutive days.

If an employee plans to use earned sick and safe time for an appointment, preventive care or another permissible reason they know of in advance, inform their supervisor or HR as far in advance as possible, but at least 7 days in advance. In situations where an employee cannot provide advance notice, the employee should contact their direct supervisor, or HR at HR@choicejobs.org as soon as they know they will be unable to work.

RETALIATION, RIGHT TO FILE COMPLAINT

It is against the law for an employer to retaliate, or to take negative action, against an employee for using or requesting earned sick and safe time or otherwise exercising their earned sick and safe time rights under the law. If an employee believes they have been retaliated against or improperly denied earned sick and safe time, they can file a complaint with the Minnesota Department of Labor and Industry. They can also file a civil action in court for earned sick and safe time violations.

FOR MORE INFORMATION

Contact the Minnesota Department of Labor and Industry’s Labor Standards Division at 651-284-5075 or dli.laborstandards@state.mn.us or visit the department’s earned sick and safe time webpage at dli.mn.gov/sick-leave.

This document contains important information about your employment. Check the box at the left to receive this information in that language.

Spanish/Español	Este documento contiene información importante sobre su empleo. Marque la casilla a la izquierda para recibir esta información en este idioma.
Hmong/Hmoob	Daim ntawv no muaj cov xov tseem ceeb hais txog thaum koj ua hauj lwj. Khij lub npauv ntawm sab laug yog koj xav tau cov xov tseem ceeb no txhais ua lus Hmoob.
Vietnamese/Việt ngữ	Tài liệu này chứa thông tin quan trọng về việc làm của quý vị. Đánh dấu vào ô bên trái để nhận thông tin này bằng Việt ngữ.
Simp. Chinese/简体中文	本文件包含与您的雇用相关的重要信息。勾选左边的方框将接收以这种语言提供的信息。
Russian/русский	Данный документ содержит важную информацию о вашем трудоустройстве. Отметьте галочкой квадрат слева для получения этой информации на данном языке.
Somali/Soomaali	Dokumentigan waxaa ku qoran macluumaad muhiim ah oo ku saabsan shaqadaada. Calaamadi sanduugaan haddii aad rabto inaad macluumaadkan ku hesho luqaddan.
Laotian/ລາວ	ຂໍ້ມູນນີ້ມີຄວາມສຳຄັນຕໍ່ການວຽກງານຂອງທ່ານ. ກວດເບິ່ງກອງມືຊື່ເບື້ອງດ້ານເພື່ອເຮັດສັນຍາຮັບຂໍ້ມູນນີ້ໃນພາສາລາວ.
Korean/한국어	이 문서에는 귀하의 고용 형태에 관련된 중요한 정보가 담겨있습니다. 이 언어로 이 정보를 받기를 원하시면 왼쪽 상자에 체크하여 주세요.
Tagalog/Tagalog	Ang dokumentong ito ay nagtataglay ng mahalagang impormasyon tungkol sa iyong pagtatrabaho. Lagyan ng tsek ang kahon sa kaliwa upang matanggap ang impormasyong ito sa wikang ito.
Oromo/Oromoo	Waraqaan kun waayee hojii keetii odeeffannoo barbaachisoo ta’an qabatee jira. Saaxinnii karaa bitaatti argamu kana irratti mallattoo godhi yoo afaan Kanaan barreeffama argachuu barbaadde.
Amharic/አማርኛ	ይህ ደብዳቤ ለተገቢውን በሚመለከት አስፈላጊ መረጃ የያዘ ነው። ይህንን ደብዳቤን በስተግራ በኩል ባለው ቋንቋ ተተርጉሞ ለንግዲሰጦች ከፈለጉ በዛው በስተግራ በኩል ባለው ባጥን ውስጥ ምልክት ያድርጉ።
Karen / ကညီကိုင်	လက်ရှိလက်ခံထားသော အချက်အလက်များကို အကျဉ်းချုပ်အားဖြင့် ဖော်ပြထားပါသည်။ ထိုအချက်အလက်များကို အသေးစိတ်အားဖြင့် သိရှိလိုပါက အောက်ဖော်ပြပါအချက်များကို ကိုက်ညီစွာ စစ်ဆေးနိုင်ပါသည်။
Arabic/العربية	يحتوي هذا المستند على معلومات مهمة حول عملك. ضع علامة في المربع على اليمين للحصول على هذه المعلومات في هذه اللغة.