



MIDWEST INDEPENDENT LIVING SERVICES

EMPLOYEE HANDBOOK

Effective January 1, 2024

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SECTION 1: WELCOME

WELCOME TO MIDWEST INDEPENDENT LIVING SERVICES (MILS)!

We are excited to have you as a member of the MILS team!

MILS was founded on the belief that supporting individuals can be done in a personalized way and that everyone deserves to experience personal growth, independence, and a sense of community. We support this vision by creating meaningful opportunities, fostering genuine relationships, and advocating for those we serve.

We see you and your new role as a vital contribution to keeping this mission in motion. Helping individuals and their families experience the most self-directed and enriched lives possible is the driving force behind MILS and its team members.

As a family-owned and operated organization, our hope is that you not only enjoy but, moreover, find fulfillment and satisfaction in what you do at MILS. Innovation and fresh perspectives enable MILS and its team members to improve and grow, so never hesitate to share your thoughts and feedback during your tenure.

Once again, thank you for joining the team, and we look forward to seeing your unique contributions to MILS!

To Your Success,

Handwritten signature of Lisa Selly and Tylor Schmidt in black ink. The signature is written in a cursive style, with 'Lisa Selly' on the left and 'Tylor Schmidt' on the right, connected by a horizontal line.

Lisa Selly & Tylor Schmidt

MISSION

To create opportunities, foster relationships, and advocate for others so that they are supported in experiencing personal growth, independence, and a sense of community.

VALUES

Independence
Personal Growth
Empowerment
Community
Giving Back

PRIMARY SERVICES

IHS with Family
IHS with Training
IHS without Training
In-Home Family Support Services
Individualized Home Supports

ADDITIONAL SERVICES

Chore Services
CDCS
Employment Services
Homemaker Services
ICLS
Respite Care (In-Home, Out-of-Home)
SILS

CONTACT INFORMATION

MILS Office & Event Center
809 East Main Street, Suite 1
Belle Plaine, MN 56011
Phone: (952) 456-8064
Fax: (952) 322-7167
Website: www.mwils.com

SECTION 2: CORPORATE PHILOSOPHY & COMPLIANCE

PROCARE: YOUR CO-EMPLOYER

Procare is proud to partner as a co-employer with Midwest Independent Living Services, LLC (hereinafter “Worksite Employer”). Under the co-employer strategy, Procare and the Worksite Employer divide the employer's responsibilities through a service agreement.

The Worksite Employer continues to be responsible for the day-to-day operations of employees, while Procare assumes the responsibility for administering the Worksite Employer's payroll, employee benefits, and personnel systems and records. Without having to attend to these time-consuming and costly administrative functions, the Worksite Employer can focus its resources on business and strategic goals. If an employee has questions concerning their payroll, employee benefits, personnel systems, or records, the employee should contact Procare's Helpline at (833) 480-7828. If an employee has questions concerning their working conditions, hours, or any other aspect of their employment, then they should contact their supervisor or the Worksite Employer.

This handbook is intended to reflect the policies of both Procare and the Worksite Employer, whether Procare or the Worksite Employer is responsible for the administration of the specific handbook provision. Throughout this handbook, all references to the “Company” are intended to include both Procare and the Worksite Employer.

Nothing in this handbook should be interpreted as creating any legal relationship between Procare and the Worksite Employer or between Procare Providers and any employee of the Worksite Employer beyond that created by the service agreement between Procare and the Worksite Employer. All combined references to Procare Providers Network and the Worksite Employer are for administrative convenience only and do not create any legal rights in the Worksite Employer or any employee.

INTRODUCTORY STATEMENT & DISCLAIMER

The policies in this Employee Handbook are not intended as a contract of employment and do not constitute one. Employment with the Worksite Employer is “at will.” This means that either the employee or the Company may terminate the employment relationship at any time with or without cause.

This Employee Handbook replaces and supersedes all personnel policies, written or verbal, manuals previously distributed to, made available to, or applied to employees of the Company. The Company may change, delete, suspend, or discontinue any policy or benefit described herein at any time with or without notice. The Company reserves the right to apply any or all of these policies in whole or in part at its discretion and as it deems appropriate depending on

individual circumstances. The application or non-application of any or all of these policies does not alter or change the Company's right to apply these policies in whole or in part as it deems appropriate.

This Employee Handbook also includes general information about the benefits program offered by the Company. If a discrepancy exists between information contained in this Employee Handbook vs. the official plan documents, provisions of the official plan documents will govern. The Company reserves the right to interpret, modify, or discontinue any portion of its benefits program at any time.

EMPLOYMENT-AT-WILL

Employment at the Company is on an at-will basis, which means that either the employee or the Company can terminate the employment of the employee at any time without notice or cause for any lawful reason or reason not otherwise protected under local or state law. No policy, procedure, benefit description, or statement in this handbook is intended to create a contract of employment, and nothing in this handbook shall be construed as a guarantee of continued employment or employment for any specific duration.

No representative of the Company, other than the Company Owner, has the authority to modify the employee's at-will employment status or make any contrary representations to the employee. No representative of the Company, except the Owner, has the authority to enter into an employment agreement, and then only in writing and signed by both the Company's Owner and the employee. Statements contained in any employee handbook, employee applications, materials or memoranda, summary plan descriptions or other written or verbal representations to employees in connection with their employment do not modify the Company's at-will employment policy.

EMPLOYEE RELATIONS

The Company believes that the work conditions, wages, and benefits offered to employees are competitive with those offered by other employers in this area and in this industry. If employees have any concerns about work conditions or compensation, they are encouraged to voice these concerns openly and directly to their supervisors.

The Company continually strives to create a safe, welcoming, and collaborative work environment. This is to ensure that the work environment is excellent, communication is clear, attitudes are positive, and employees feel comfortable and confident dealing directly with supervisors when concerns and issues arise. Through valuing and maintaining employee satisfaction, the Company has amply demonstrated its commitment to responding effectively to all employee concerns.

EQUAL EMPLOYMENT OPPORTUNITY

The Company provides equal employment opportunity for all applicants and employees. This means that the Company will not discriminate or tolerate discrimination against employees or applicants based upon race, color, religion, gender, national origin, sexual orientation, age, military duty, disability, veteran's status, or any other basis protected by federal, state, or local law. The Company is proud of its diverse workforce and administers its policies, procedures, and programs without regard to any status protected by federal, state, or local law.

This policy applies to recruitment, hiring, transfer, promotion, retention, and training as well as to all privileges, human resources, compensation and benefits programs, plans, policies, and procedures and to all terms and conditions of employment.

DISCRIMINATION -FREE WORKPLACE

A work environment free from discrimination and harassment is essential to each employee's ability to contribute and succeed. The Company prohibits discrimination and all forms of harassment due to a person's race, color, religion, gender, sexual orientation, military duty, age, national origin, disability or veteran's status or any other basis protected by federal, state, or local law, including discrimination or harassment of employees by those with whom it has a business, services, or professional relationship. All employees share in the responsibility of preventing discrimination and harassment and should report any discrimination or harassment that they witness.

IMMIGRATION COMPLIANCE

The Company participates in E-Verify.

The Company is committed to employing only United States citizens and aliens who are authorized to work in the United States and complies with the Immigration Reform and Control Act of 1986.

As a condition of employment, each new employee must properly complete, sign, and date the first section of the Immigration and Naturalization Service Form I-9 before commencing work. Newly rehired employees must also complete the form if they have not previously filed an I-9 with the Company, if their previous I-9 is more than three years old, or if their previous I-9 is no longer valid.

SECTION 3: PAYROLL, PERSONNEL, & ADMINISTRATION

WORK SCHEDULES

Work schedules for employees vary throughout the Company. Supervisors will advise employees of their individual work schedules.

Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Employees may submit a request via Kronos for a schedule change one time per quarter. Requests must be received by the fifteenth of the last month of the quarter. Timelines are as follows:

Quarter	Form Due Date
Q1 (January-March)	March 15
Q2 (April-June)	June 15
Q3 (July-September)	September 15
Q4 (October-December)	December 15

EMPLOYMENT CATEGORIES

It is the intent of the Company to clarify the definitions of employment classifications so that employees understand their employment status. Employee benefit eligibility is determined by the agreement set forth between the Worksite Employer and Procure Providers Network. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the at-will employment relationship at any time with or without cause is retained by the employee and the Company.

Each employee is an “employee at-will.” This means that the employee or the Company may choose to terminate the employment relationship at any time, with or without cause, and with or without advance notice. Written resignation is requested two weeks prior to the effective resignation date to assist the Company in planning for the employee’s departure.

Any information outlined in this handbook or in any other Company document, except a written employment contract executed by the parties thereto (in which case, how and when a termination or resignation may occur will be controlled by the terms of such employment contract), does not modify the employment at-will policy and should not be interpreted to mean that termination will occur only for “just cause.” This handbook does not create an express or implied contract of employment for a definite and specific period of time between the employee and the Company, or otherwise create express or implied legally enforceable contractual obligations on the part of the Company concerning any terms, conditions, or privileges of employment. Except for an employment contract, any documents or statements,

written or oral, prior, current, or future, that conflict with the employment at-will policy are void.

Provisional Employee is an employee who has not yet completed the 90-day provisional period after first being hired, as detailed in the “Provisional Period” section of this handbook. At-will employment remains at-will upon the completion of the provisional period.

Regular Full-Time Employee is an employee who is regularly scheduled to work 40 or more hours per week. Regular full-time employees may be either non-exempt (hourly) or exempt (salaried) employees. Regular full-time employees are eligible to receive all benefits.

Regular Part-Time Employee is an employee who is scheduled to work less than 40 hours per week. Aside from Earned Safe and Sick Time (ESST), a part-time employee will not receive any benefits, paid time off (PTO), or holiday pay.

Temporary Employee is an employee who is hired for a certain length of time and who is paid only for their hours worked. Aside from Earned Safe and Sick Time (ESST), a temporary employee will not receive any benefits, paid time off (PTO), or holiday pay.

Exempt Employee is generally an employee who is an executive, professional, administrator, outside salesperson, or manager. Exempt employees are generally paid a salary, without overtime.

Nonexempt Employee is an employee who does not qualify for exempt status, and is generally paid on an hourly basis, including overtime.

NOTICE REGARDING EMPLOYEE ACCESS TO PERSONNEL RECORDS

All employees of the Company are permitted, upon request, to periodically review their employment file and may submit a statement with respect to disputed information. The Company asks employees to provide a notice of 7 business days to locate and share the requested file. Employment files may be reviewed once a year after separation from the Company for as long as the Company maintains the file. Employment files are located at Procure Providers Network. To review an employment file, phone (218) 847-9277 to schedule an appointment with human resources staff.

In addition, all employees of the Company employed at Minnesota locations will comply with Minnesota Statutes, Section 181.960 — 181.965 which:

- Prohibits the use in certain proceedings of information improperly omitted from the associate's employment file;
- Prohibits retaliation against associates;
- Limits defamation actions concerning employment records;
- Provides for enforcement of the law by the Department of Labor and Industry; and
- Authorizes remedies for violation of the law, including actual damages and other relief.

PERSONAL DATA CHANGES

It is the responsibility of each employee to promptly notify the Company of any changes in personal data. Personal mailing addresses, telephone numbers, number(s) and name(s) of dependent(s), individuals to be contacted in the event of an emergency, educational accomplishment, and other such personal information should be accurate and current at all times.

EMPLOYMENT APPLICATIONS

It is the policy of the Company to receive and retain only those job applications and resumes received as a result of the Company's solicitation of same. The Company will not accept nor retain any unsolicited applications or resumes.

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

PERFORMANCE EVALUATIONS

Each new or promoted employee will be given an oral or written job description that details the requirements and expectations of the new position. Performance reviews will be conducted annually with the exception of the 90-day review at the end of the provisional period.

Employee reviews are based on job description and work performance. Wage increases will be based upon review of these results as well as the following: responsibilities, dependability, location of the person-served, frequency and intensity of the social/emotional/behavioral supports required for the persons-served, cooperation, attitude, and any disciplinary actions that have been taken. Hourly wage/salary, job position, and expectations will be reviewed with a supervisor during performance reviews.

During the 90-day provisional period upon first being hired, an employee is not considered to be a regular employee until satisfactorily completing the required provisional period of employment, as determined by the supervisor. The purpose of the provisional period of employment is to determine the employee's job satisfaction and to allow the supervisor to evaluate job performance.

PROVISIONAL PERIOD

An employee should use the initial period after being hired or rehired, promoted, demoted, or transferred within the Company to determine whether the new position meets their

expectations. The Company uses this provisional period to evaluate employee capabilities, attitude, and work habits. Either the employee or the Company may end the employment relationship at-will at any time during or after the provisional period, with or without cause or advance notice.

All newly hired employees work on a provisional basis for the first three months (average 90 calendar days) after their date of hire. Any significant absence will automatically extend the provisional period by the length of the absence.

Provisional employees will assume “regular” status upon satisfactory completion of the provisional period. During the provisional period, new employees are eligible for those benefits that are required by law, such as workers’ compensation insurance and Social Security. Upon satisfactory completion of the provisional period, employees may become eligible for any other employer-provided benefits, subject to the terms and conditions of each benefit program.

DRESS CODE/APPEARANCE

Appearance, personal hygiene, and dress should be in keeping with the job being performed, both for safety reasons and to reflect a positive image for the Company. Should an employee arrive to work wearing clothing or accessories which, in the opinion of the supervisor, is inappropriate, or their personal hygiene is inappropriate, they may be required to change prior to commencing work.

DSP TIMEKEEPING

When onboarding with a new person-served, the staffing coordinator will work with the responsible party and the DSP to outline shift schedules for the period of time that fits the needs and wants of the person-served. After onboarding, if a DSP experiences illness or injury and is unable to attend a scheduled shift, the DSP will call their supervisor as soon as possible. If the DSP is unable to attend shifts because of scheduling difficulties, the responsible party and the DSP must bring that information to the supervisor. All agreed shifts must be worked unless further agreements are made with the responsible party and communicated with the supervisor. All non-covered shifts will be considered a No Call, No Show, as described in the Termination Policy, and discipline up to and including termination.

Minnesota’s Department of Human Services (DHS) ties its reimbursement for support hours to Electronic Visit Verification (EVV) in accordance with the 21st Century Cures Act. DSPs are required to clock in and out via an electronic device (cell phone, tablet, etc.) that timestamps and verifies their location when providing support for a person-served. The State of Minnesota no longer accepts paper timecards, so successful utilization of EVV is essential to recording worked hours for payment. Training and support are provided to employees to ensure comprehension and familiarity with this process.

All shifts must be submitted electronically via the Company's timekeeping system by 11:59 pm the day the shift is performed. Any shift received after that deadline may be rejected and not paid by the State if deemed out of compliance in accordance with the 21st Century Cures Act.

PAYROLL

Each paycheck will include earnings for all work performed through the end of the previous payroll period. In the event that a regularly scheduled payday falls on a day off (e.g., a weekend or holiday), employees will be advised by their supervisor when they will be receiving their paycheck.

Employees are paid every two weeks from Sunday to Saturday for two weeks. This two-week period can overlap into the following months so employees must track every day within the two-week timeframe for payment. Since DSPs self-direct the initiations and conclusions of their shifts with persons-served, it is their responsibility to ensure their timekeeping and shift submittals are compliant with State and Federal law after they receive their onboarding training from a supervisor.

Pay periods are bi-weekly. If payday falls on a weekend or holiday, the Company will attempt to get payroll out the day before, but no later than the subsequent business day following a weekend or holiday. Employees should contact a supervisor for a pay period schedule.

No overtime is allowed unless authorized in advance. For details, refer to the Overtime Policy.

ADMINISTRATIVE PAY CORRECTIONS

The Company takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

If any employee feels their pay has been improperly calculated, the employee should promptly bring the discrepancy to the attention of their supervisor so corrections can be made as quickly as possible. The employee's complaint should be submitted in writing and should state in plain terms what the employee believes to have been the improper calculation. Once over or underpayments are identified, they will be corrected on the next regular paycheck unless the error was made by the Company. In that case, the Company will attempt to arrange a schedule of repayment with the employee to minimize the inconvenience to all involved.

PAY ADVANCES

No pay advances or extensions of credit on unearned wages will be provided to employees.

PAY DEDUCTIONS

The law requires that the Company make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. The Company

also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base." The Company contributes the amount of taxes as required by law.

The Company offers programs and benefits beyond those required by law. Employees who wish to participate in the programs may voluntarily authorize deductions from their checks. If an employee has questions, they should discuss those with a supervisor.

OVERTIME

The workweek for the Company is always 12:01 a.m. Sunday morning through 12:00 midnight Saturday night. The workweek by law must remain stationary, regardless of how pay periods fall. The Company does not allow unauthorized overtime.

Employees usually may not work more than 40 hours per workweek. There are some occasions when overtime is necessary and/or advantageous. However, it must be pre-approved by a supervisor. There are rare exceptions for emergency situations.

If unauthorized overtime is submitted, the employee will be contacted to resolve the situation. If that employee then submits additional unauthorized overtime, the employee will receive a disciplinary notice, which may include termination for not following the overtime policies and the employee will be paid but employment may be terminated.

Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work. Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour restrictions. As required by law, overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including possible termination.

DIRECT SUPPORT PROFESSIONALS (DSP) REQUIREMENTS

Training materials from other companies are permitted 30 days prior to hire but all training materials from other companies will be reviewed to verify transferability. DSPs are required to complete the Worksite Employer's Orientation Training. This training must be completed prior to any unsupervised shifts with a person-served.

All DSPs will receive basic First Aid upon hire. DSPs will receive CPR training if they support a person who needs cardiac support as outlined in their Support Plan. DSPs will take a Medication Administration course if they need medication administration assistance, and a yearly medication administration test will be completed.

All DSPs must have a valid driver's license and car insurance when transporting a person supported by the Worksite Employer.

All new personnel will be oriented to the following within 72 hours of first contact with a person-served: Reporting of maltreatment of vulnerable adults, section 245A.65, Subdivision 3.

Mandated reporters receive annual training on these topics. This training occurs within 365 days of previously documented orientation/training.

All DSPs will receive Support Plans, SPAs, and in-home orientation training hours on the individual(s) they are supporting prior to their first independent shift.

Annual Training Requirement: All DSPs must complete the Annual Training criteria as outlined in Minnesota Statutes Section 245D. The deadline for completing this training is the month of the employee's hire date anniversary (Example: hired 01/01/2011, training due by the end of January of each year).

MINNESOTA WAGE DISCLOSURE PROTECTION LAW

Under the Minnesota Wage Disclosure Protection law, employees have the right to tell any person the amount of their own wages. The Company cannot retaliate against employees for disclosing their own wages.

SECTION 4: BENEFITS, PAID TIME OFF (PTO), & HOLIDAYS

EMPLOYEE BENEFITS

The Company offers a variety of benefit programs designed to assist the employee and their family in meeting the financial burdens that can result from illness, injury, or death. Employee benefits are an important part of the total compensation package.

Complete descriptions of our group medical, dental, life, disability, FSA, and HSA plans are contained in the employee Benefits Guide.

The Company reserves the right to amend or discontinue any of its benefit programs or to require or increase employee contributions with or without advance notice at its sole discretion. The Company will provide as much advance notice of any changes as is reasonable and practical.

Employees are eligible for most benefits the first of the month following 60 days of employment in a benefit-eligible position. Benefit offering and eligibility are subject to change at any time. See the current Benefits Guide to review eligibility requirements for each benefit.

The Company holds an annual open enrollment period to add, change, or eliminate coverage in certain benefit plans for the employee and/or their family members. Employees will be notified when open enrollment occurs.

Employee contributions toward the cost of most of these benefits is made on a pre-tax basis, so federal law does not allow changes in coverage during the plan year, unless the employee experiences a qualified family status change and applies for corresponding changes to coverage within 30 days of the change.

PAID TIME OFF (PTO)

All regularly scheduled full-time employees will have access to paid time off (PTO)* based on the following criteria:

Employees must be full-time, regularly scheduled staff in a benefited position. The number of weeks of vacation available to an employee, at the specific number of hours accrued during the benefit year by that employee, is based on years of employment as follows:

Years of Service	Accrued PTO per Hour	Max Hours Accrued per Year
0-6 months	0.000	0 Hours
6 months- 2 Years	0.02	20 Hours
3 Years-5 Years	0.0385	60 Hours
6 Years – 10 Years	0.0577	100 Hours
11+ Years	.0796	140 Hours

PTO will begin accruing on the employee’s six-month anniversary of their first day of full-time employment.

Carry Over PTO - Employees will not be able to “carry over” unused PTO from one service year to the next service year. Employees will be expected to use their accrued PTO prior to their anniversary date.

PTO hours will not be used to calculate hours worked or toward overtime. PTO will be paid at the employee’s base rate of pay, and does not include any shift differentials, bonuses, or other payments. Approved PTO may be taken at any time during the year after eligibility with the following provisions:

- PTO must be taken in minimum increments of one hour.
- PTO hours cannot be advanced prior to earning them and employees will not be allowed to go into arrears (negative balance).

- Job requirements will always have precedence over PTO schedules.

Earned PTO may be used by an employee to cover “vacation” time or “personal” time off. Earned PTO that has not been used at the time employment ends will be paid out, if employees give a two-week notice and fulfill that notice at management’s discretion. PTO will not be paid out for involuntary terminations or if two weeks’ notice is not provided and worked. PTO may not be used during the two-week notice period before termination of employment. For specific information regarding PTO payout, please see the Employee Termination section of this Employee Handbook.

Time Off requests for PTO made by benefited employees who have accumulated paid time off must be within four weeks of the first requested day off, unless the time off falls under an Earned Sick and Safe Time reason (see ESST Policy). PTO requests are to be submitted through the employee’s Kronos account.

Requests will be considered on a first-come, first-served basis and approved as staffing schedules allow. Given potential scheduling constraints, it cannot be guaranteed that all PTO requests will be granted. It is important, therefore, that requests be submitted as early as possible to avoid any scheduling conflicts. Requests may be denied, depending on the needs of the persons-served and the Company. Regardless of the outcome, the employee will be notified of the decision through their Kronos account.

An employee who has PTO available, requests it four weeks in advance of the desired date (or earlier), and whose request is approved, will receive assistance from a supervisor to fill their shift(s).

If less than four weeks' notice is given and a request is approved, the employee may be required to find replacements for all affected shift(s). Any shift(s) not covered by an employee in this instance will be considered a No Call, No Show.

An employee requesting uncompensated time off is responsible for finding an appropriate replacement for their shift(s).

Occasionally, a situation will arise wherein an employee needs to take time off with little or no notice. If this should occur, it is imperative that the supervisor be notified immediately.

EARNED SAFE & SICK TIME (ESST)

All employees are eligible for Earned Sick and Safe Time (ESST) that may be used for the following reasons:

1. For employee’s own illness, injury, health condition, or preventative care;
2. To care for a “family member” for the same reasons;
3. Domestic violence or personal safety issues for employee or “family member;”

4. "Closure of employee's place of business due to public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency;"
5. Inability to work or telework because of a public emergency relating to a communicable disease;
6. Health authorities have determined that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member to a communicable disease.

Months of Service	Accrual Rate per Hour Worked	Max Hours Accrued per Year	Maximum Balance Max Carry-over
All	0.0333	48 Hours	80 Hours

* Please Note: Part-time and On-Call staff are only eligible to accrue ESST. ESST will not be paid out upon termination or resignation, or for any reason other than the reasons listed above.

HOLIDAYS

Upon completion of the 90-day provisional period, all full-time regular employees are eligible for paid holidays. The Worksite Employer observes the following seven holidays as days off with pay:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Day after Thanksgiving
7. Christmas Day

Any employee required to work any of the following holidays will receive 1 1/2 times their current wage rate for up to 24 hours on the holiday.

In order to qualify for holiday pay, the employee must work the scheduled days/hours as determined by the supervisor prior to the holiday and during the holiday week, unless excused for good cause. In most instances, a "good cause" will require at least a four-week notification of the upcoming absence. Holiday pay is based upon eight hours maximum.

If an employee works on a holiday, they will be paid for the hours worked, and, in addition, will receive holiday pay. Employees who are on an unpaid leave of absence are not eligible for a

paid holiday. An employee may request time off for observation of a religious holiday of the employee's faith in lieu of another scheduled holiday or Paid Time Off day. Arrangements for this can be made with the supervisor.

SECTION 5: ATTENDANCE, BOUNDARIES, LEAVES, & ABSENCES

ATTENDANCE & PUNCTUALITY

Employees are expected to arrive at work before the start of the scheduled shift and to be with the person-served or at the workspace by the scheduled start time. If, for any reason, an employee is unable to report for work on time, or unable to remain at work until the end of the shift, they must notify the supervisor and the responsible party for the person-served directly before the regular start time.

All time off must be requested in advance and should be submitted through the employee's Kronos account as outlined in the appropriate categories, except for ESST. Excessive absences may result in disciplinary action, up to and including termination.

INCLEMENT WEATHER

A decision to close due to inclement weather shall be at the discretion of the Worksite Employer, who will make the necessary arrangements to notify employees. Should an employee choose not to attend work due to inclement weather when that location is still open, that employee will have that time off charged to ESST or leave without pay. Employer-designated time off due to inclement weather is unpaid. The employee may be given the option to make up hours lost or use ESST time.

REPORTING ABSENCES

Unless modified to comply with a leave requirement or ESST, the following guidelines apply to employees calling in to report that they will be absent from an assigned shift:

- Employees must communicate personally with the Staffing Coordinator on duty.
- Employees must communicate with the Staffing Coordinator at least four hours prior to the beginning of a shift to report the absence.
- Employees must report their absence through Kronos.

In all instances, all leave requests and approvals should be made through Kronos whenever possible.

NO CALL, NO SHOW/UNEXCUSED ABSENCES

The definition of an Unexcused Absence is a missed shift by an employee that was not authorized by the persons-served support team, nor a supervisor.

The definitions of No Call, No Shows are shifts that are unexcused absences with the additional requirement of a lack of communication to a supervisor, the person-served, and/or the responsible party of the person-served. Leaving a person-served without services is a definition of Neglect and will be communicated as such to the team, County, and State officials. The Company will investigate all No Call, No Show events and complete a Vulnerable Adult report to MAARC, with verified No Call, No Show events.

The Vulnerable Adult reports can result in an employee's removal from being able to work in this field with any other provider and civil penalties.

An employee may not leave a shift early if there are items within their job description that still need to be completed prior to their scheduled shift ending. If an employee leaves a person-served early without supports, this is also Neglect, and will be investigated as such.

Employees should work with the person-served, the responsible party, and a supervisor to alleviate staffing and scheduling concerns prior to all shifts.

If after three days of unauthorized absence with no communication, the Worksite Employer may assume that an employee has resigned, and their file will be closed with the Company.

BOUNDARIES

The Company strives to provide a healthy, safe environment for all individuals. This policy outlines the rights of employees, the rights of persons-served, and identifies potential health/safety concerns for employees when working with a person-served. There are times when a person-served's rights conflict with an employee's rights to a safe and healthy workplace (i.e., person-served's right to smoke vs. employee's right to work in a non-hazardous work environment; person-served's right to have pets vs. employee's right not to be harmed by animals).

Prior to engaging in services, the employee and the person-served may identify potential boundaries that are essential to the health and safety of both individuals and agree to respect those boundaries. Boundaries may include but are not limited to, sensitivity to smells, allergies, phobias, smoking, physical boundaries, verbal boundaries, physical interactions, and verbal interactions.

RIGHTS & POLICIES

The following rights and policies are in effect regardless of a person-served's or employee's personal preferences:

- Employees are prohibited from caring for a person-served's pet(s) or driving the pet(s) in any vehicle, company or personal.
- Employees are prohibited from transporting non-employees or people not supported by the Company in any vehicle, company or personal.
- All parties who smoke must refrain from smoking during shifts together. The State of Minnesota has a No Smoking Policy for the workplace. The Company cannot stop a person-served from smoking in their own home; however, an employee has the right to leave any location that is too smokey for them.
- The Company cannot stop a person-served from drinking alcohol or doing drugs during shifts supported by an employee; however, the employee has the right to leave any location that is potentially dangerous.
- If a person-served is aggressive (verbally, physically, or sexually) toward an employee, the Company retains the right to cancel supports with this individual.
- Although the Company cannot mandate safe driving conditions, the Worksite Employer supervisors retain the right to cancel shifts when driving conditions are dangerous. If this occurs, the Worksite Employer asks all parties to work together on rescheduling the shift(s) when weather conditions improve.
- There are times after supports have been initiated when life circumstances change (i.e., pet adoption, moving in with a partner who smokes, etc.) or new habits are adopted (i.e., smoking, fragrance wearing, etc.) that jeopardize the health and safety of the employee. If this occurs, the Company retains the right to pause supports while a new employee is secured or cancel supports if a replacement employee cannot be found. Written for a client policy.
- Employees and persons-served have the right to a psychologically safe environment. In turn, this means neither party may share their religious, political, or social beliefs in a way that threatens, ridicules, or demeans the other person.
- The Company cannot manage personal social media use, but it strongly encourages persons-served and employees not to connect on these platforms to ensure healthy, professional boundaries are upheld during shifts together.
- Communication during off-hours (nights, weekends, holidays, etc.) between employees and persons-served will be limited to schedule changes for upcoming shifts to ensure safe, professional boundaries for the parties involved.

In addition, below are boundaries specific to the Company employees:

- No employee who has either voluntarily or involuntarily terminated his or her employment with the Company is to have any further contact with the people the Company supports. The only exception is if the employee is related to the person-served or a live-in caregiver.
- The Company requires employees who separate employment to end contact with persons-served for 6 months.
- Employees are not to discuss personal problems/situations with persons-served.
- Employees will not give/lend money, borrow money, or give any type of gift to persons-served. Small gifts for birthdays or holidays with little or no actual fiscal value are the exception to this rule.

RESOLUTIONS

Employees and persons-served should work together first to discuss, mitigate, and correct any boundary/safety concerns. Supervisors may also be contacted to ensure that boundaries, rights, licensing, and safety concerns are appropriately identified according to State statutes, the Company policies, and the Company insurance standards.

The Company is an ardent advocate for individual rights and acknowledges that it takes effective communication and respectful understanding to achieve this. The Company recommends employees and persons-served utilize the following steps to achieve resolution for any safety or boundary concern independently:

1. Identify the issue(s).
2. Ask: "Why is this a barrier for employee/person-served?"
3. List the potential resolution(s).
4. List the rights of all individuals involved.
5. Ask: "Are there any laws/rules that would help us get to an answer?"
6. Ask: "Is there a pattern of abuse/neglect?"
7. Identify potential timelines for the solution(s) to be achieved.
8. Identify and implement agreements with all parties as the solution(s) are found.

If a resolution is not agreed upon, either party may request a meeting with a supervisor to discuss solutions. Both parties need to work together to produce short-term solutions until the meeting occurs. The Company will offer solutions to boundary issues if both parties are unable to agree on a resolution until a meeting takes place.

FAMILY & MEDICAL LEAVE

The Company is a covered employer under the Family and Medical Leave Act (FMLA) and complies with all FMLA requirements. Eligible employees may take an FMLA leave for the following reasons:

- The birth or care of a newborn child or the placement of a child with the employee for adoption or foster care (any such leave must be completed within 12 months after the child's birth or placement in the employee's home)
- The care of the employee's spouse, child, or parent with a serious health condition
- The employee's own serious health condition that makes them unable to perform the job
- Leave for Family Care

An employee may take FMLA leave to care for biological children, adopted children, foster children, step-children, children of the employee's domestic or same sex partner, legal wards, or children for whom the employee has care of financial responsibility. Children must be under age 18 unless they are incapable of self-care because of a physical or mental disability at the time the FMLA leave begins.

The employee may also take FMLA leave for biological, adoptive, step or foster father or mother, or for any person who was responsible for the employee's day-to-day care or financial support when they were under the age of 18. Parents-in-law are not covered by the FMLA.

LEAVE FOR AN EMPLOYEE'S OWN SERIOUS HEALTH CONDITION

A serious health condition is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a healthcare provider for a condition that either prevents the employee from performing the functions of the job or prevents a qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a healthcare provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition.

Ordinarily, unless complications arise, serious health conditions do not cover short-term illnesses such as the common cold, flu, ear infections, upset stomach, minor ulcers, and common headaches.

EMPLOYEE ELIGIBILITY

Employees are eligible for a leave under the FMLA when they have:

- Completed at least 12 months of service with the Company; and,
- Worked a minimum of 1,250 hours in the 12 months preceding the leave.
- Previous periods of employment within seven years of the current employment period

count toward the 12-month service requirement.

- Employment periods prior to a break in service of more than seven years are counted. If the break in service was for National Guard or Reserve Military service are credited for the time that they are on military leave to meet the 1,250 hours of service requirement.

LEAVE ENTITLEMENT

Employees are entitled to 12 weeks of unpaid leave within a 12-month period. The Company uses a rolling method to determine the 12-month period. Each time the employee uses a portion of the 12 weeks allotted under the FMLA, the amount of leave time that the employee has remaining is the balance of the 12 weeks not used during the immediately preceding 12 months. The 12-month period is the 12 months that immediately precedes the start date for the leave being requested.

HOLIDAYS

If a holiday falls within a week taken as FMLA leave, it is counted against the FMLA entitlement unless the employee has substituted PTO or vacation. If the employee is taking less than one full work week of FMLA leave, the holiday will not count against the FMLA entitlement unless the employee was scheduled to work on the holiday and the absence is due to the FMLA-qualifying reason.

SPOUSES

If the employee and their spouse work for the Company, they are limited to a combined total of 12 weeks of FMLA leave for the birth, adoption, or foster care placement of a child. Spouses remain eligible to take FMLA leave individually for other FMLA-qualifying reasons from the time that remains out of the original 12-week leave entitlement.

REQUESTING FMLA LEAVE - NOTICE

Employees must complete and submit the FMLA application form 30 days in advance of the leave start date for all foreseeable leaves and as soon as practicable for unanticipated or emergency leaves. Employees can obtain FMLA application forms from their supervisor and submit to them upon completion.

Employees will receive a written notice advising whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, the employee will receive written notice of 1) the employee's rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement. The Company may retroactively designate leave as FMLA leave with appropriate written notice to the employee due to the Company's

failure to designate leave as FMLA-qualifying at an earlier date so long as it does not negatively affect the employee.

FMLA DOCUMENTATION – MEDICAL CERTIFICATION

If the employee is taking leave to care for a family member or because of one's own serious health condition, a Certification of Health Care Provider form (medical certification) will be included in the FMLA application forms. The employee's healthcare provider must complete and sign the medical certification and the signed medical certification form must be returned to their supervisor within 15 calendar days from the date of receiving the form.

INCOMPLETE OR INSUFFICIENT MEDICAL CERTIFICATION

If an employee provides an incomplete or insufficient medical certification, they will be required to provide the additional information necessary to make the certification complete. The employee must return the complete medical certification within seven calendar days. With the employee's (or family member's) permission, the supervisor may contact the healthcare provider for classification or authentication of the medical certification. The employee's failure to cooperate in the Company's efforts to receive a complete medical certification, or in any effort to clarify or authenticate a medical certification, may result in the delay or denial of the leave of absence.

SECOND/THIRD MEDICAL OPINION

The employee may be required to obtain a second medical certification from a healthcare provider that the Company selects and pays. If the Company receives a medical opinion from a second healthcare provider that is different from the first healthcare provider, the employee may be asked to obtain a third medical certification from a third healthcare provider. The Company and the employee will mutually select the third healthcare provider and the Company will pay for the opinion issued by the third healthcare provider. The third healthcare provider's medical opinion is the final medical opinion. The Company will provide the employee with copies of the second and third medical certifications, if requested.

RECERTIFICATION

Under certain circumstances, the Company may request recertification of the employee's medical condition or the family members' medical condition. The Company will notify the employee if recertification is required and will give the employee at least 15 calendar days to provide medical recertification.

Generally, the Company may request medical recertification no more often than every 30 days and only in connection with an absence. If medical recertification indicates the minimum duration of the condition is more than 30 days, the Company will wait until that minimum

duration expires before requesting medical recertification. In all cases, the Company may request recertification of a medical condition every six months in connection with an absence. The Company may request recertification in less than 30 days, or before the minimum duration of the condition has elapsed in certain circumstances.

NOTICE DURING FMLA LEAVE

During FMLA leave, the employee must keep the supervisor and Agency Owner informed of the estimated duration of leave and the intended date to return from leave.

If the needed length of the FMLA leave changes while on leave, the employee must notify the supervisor and the Agency Owner of the changed circumstances and anticipated new return to work date immediately.

INTERMITTENT & REDUCED SCHEDULE LEAVE

FMLA leave may be taken all at once or on an intermittent or reduced schedule basis for the employee's own serious health condition or to care for a covered family member. Intermittent leave is taken in separate blocks of time for the same medical condition or qualifying family care situation, separated by time that the employee works. Reduced schedule leave is a work schedule that reduces the usual number of hours per workday or workweek. The employee should schedule the intermittent or reduced scheduled leave time to minimize disruption to facility operations. To accommodate treatments and appointments, the Company may transfer the employee temporarily to an alternative position.

The employee must provide 30 days' notice for all planned appointments, treatments, or covered absences during intermittent or reduced leave. However, if 30 days' notice is not practical because the employee does not yet know the date(s) of their appointments/planned absences, the date(s) of their appointments/planned absences are changing, or there is an emergency, the employee must provide notice as soon as possible.

HEALTHCARE PROVIDER'S WORK RELEASE

Before returning to work from medical leave for the employee's own serious health condition, a Healthcare Provider's Work Release Form must be submitted indicating that the employee can return to work and perform the essential functions of the position, with or without reasonable accommodation. If the employee is returning to work with restrictions and needs job accommodations, the employee should follow the procedure in the Reasonable Accommodation policy in this handbook.

PAY & PAID TIME-OFF BENEFITS

FMLA leaves are unpaid. However, if the leave is for the employee's own serious health condition, the employee is required to substitute any earned PTO during any unpaid portion of the FMLA leave (the leave is considered unpaid if the employee is not receiving short term

disability or workers' compensation benefits during the leave). PTO runs concurrently with the employee's FMLA leave time. If the unpaid leave is for any other covered reason, the employee must use/substitute any earned PTO hours during the unpaid FMLA leave but may not use ESST. The employee will not accrue PTO while on an FMLA leave, even when receiving workers' compensation benefits or short-term disability (STD) pay.

WORKERS' COMPENSATION BENEFITS

Employees may also be eligible for workers' compensation benefits during FMLA leave. The employee may not substitute PTO, vacation, or ESST during FMLA leave for the time the employee receives workers' compensation benefits. Any leave period during which the employee receives workers' compensation benefits will run concurrently with any period of FMLA leave that they are entitled to receive.

MEDICAL, DENTAL, LIFE, & DISABILITY COVERAGE

The Company maintains the group medical, dental, and disability coverage for the plans in which the employee is enrolled for the 12-week FMLA leave period. The employee is responsible for paying the applicable employee contributions. The employee must pay their contributions before the first day of the month for each coverage month. If the employee fails to pay their contributions while on leave, the coverage may be terminated. The employee will have a 30-day grace period and the Company will give written notice before canceling coverage.

If the employee extends their leave beyond 12 weeks, the benefits will terminate, and the employee may elect to continue coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA) law and will be notified accordingly.

JOB REINSTATEMENT RIGHTS UNDER FMLA

The employee will be reinstated to their former position or an equivalent position with equivalent benefits, pay and other terms and conditions of employment, if they return to work on or before the expiration of the 12-week FMLA leave.

Exceptions to this provision may apply if the employee's employment would have been terminated or the job or hours changed even if the employee had not taken FMLA leave (e.g., if the position is no longer available due to job elimination/reduction in force). Exceptions may also apply for certain key employees under certain conditions. If the employee is a key employee, they will be notified of status before taking FMLA.

QUESTIONS OR COMPLAINTS ABOUT FMLA LEAVE

If the employee has any questions regarding this policy, they should contact the supervisor. The Company is committed to complying with FMLA and will interpret and apply this policy in a manner consistent with FMLA.

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

STATE & FAMILY MEDICAL LEAVES

The Company grants employees the amount of family/medical leave required under the federal FMLA, state, and local law. Employees are entitled to the greater amount of leave under either the family and/or medical leave policies in the Company's FMLA policy or state and local law (when eligible for such leave under those policies or laws). For example, if state laws provide for more leave than FMLA, make employees eligible for leave sooner than the FMLA, or provide additional reasons for job-protected leave, then eligible employees are entitled to the leave provided under state law. Leave under state or local law that also qualifies under this FMLA policy will run concurrently with FMLA leave and employee obligations under this FMLA policy will apply. Employees may contact Procure for more information about state leave laws.

PERSONAL LEAVE (WITHOUT PAY)

In accordance with the guidelines set forth in this policy, the Company may provide unpaid personal leave to eligible employees who wish to take time off from work duties to fulfill personal obligations.

Employees may request personal leave only after having completed 365 days of service in an eligible employment classification. Personal leave may be granted for a period of up to 15 calendar days. Pending the supervisor's approval, employees must take any available vacation leave prior to the effective date of the personal leave of absence.

Requests for personal leave will be evaluated based on several factors, including anticipated operational requirements and staffing considerations during the proposed period of absence. The Company will continue to provide its normal portion of insurance benefits until the end of the personal leave. Accruals for benefit calculations, such as vacation, sick leave, or holiday benefits, will be suspended during the taking of personal leave.

To the extent possible, employees returning from personal leave will be returned to their former position or will be offered the first available comparable position for which they are qualified. If an employee fails to report to work at the expiration of the approved leave period, the Company will assume that the employee has resigned.

MILITARY DUTY LEAVE OF ABSENCE

The Company supports employees who serve in the military and complies with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and with state military leave laws that provide employment protection and other rights to employees serving in the uniformed services. The Company will grant an unpaid military leave of absence to eligible employees who are performing military service protected under USERRA or applicable state law, including active duty, annual or battle assembly training, fitness for duty examinations and funeral honors duty, regardless of date of hire, for a period of up to five years of cumulative military service (longer under certain conditions).

EMPLOYEE ELIGIBILITY

Full-time, part-time and per diem employees who are serving in the uniformed services either on voluntary or involuntary active duty, inactive and active-duty training, or full-time National Guard duty, are eligible for military duty leave for any time spent undergoing fitness-for-duty examinations, funeral honors duty and duty performed by intermittent employees of the National Disaster Medical System in training exercises or in response to public health emergencies.

EMPLOYEE NOTICE

The employee must provide advance notice of the need for military leave unless notice is unreasonable, impracticable, or prevented by military necessity (military officers can give notice on behalf of employees). For example, members of the Reserves or National Guard should provide copies of annual training schedules for drills or battle assemblies.

BENEFITS CONTINUATION

Medical, dental, life and disability coverage, as applicable under the Company's group plans, subject to the employee's continuing contributions, will continue for up to eight weeks. After eight weeks, the employee can elect continued coverage like COBRA for themselves, their spouse, and their dependents. The maximum coverage period is the shorter of the 24-month period beginning on the employee's first date of absence or the period ending the day after the date on which the employee fails to apply for or return to employment. Employee benefits will be restored when the employee is re-employed after military leave, as if the employee had remained continuously employed.

PROHIBITION OF DISCRIMINATION AND RETALIATION

The Company will not deny employment, re-employment, retention, promotion, or any other benefit to employees because of application for, performance of, or obligation to perform military service.

Further, the Company will not take adverse action or retaliate against employees or other persons because of activities protected under USERRA, regardless of whether they have performed military service.

PREGNANCY & PARENTAL LEAVE

In accordance with the Minnesota Parental Leave Act, The Company provides unpaid leaves of absence to:

1. All eligible employees who wish to take time off in conjunction with the birth or adoption of a child; or
2. Eligible female employees for prenatal care, incapacity due to pregnancy, childbirth, or related health conditions.

In some cases, employees will be eligible for both parental leave under this policy and FMLA. A leave of absence that qualifies as both parental leave and FMLA will run concurrently (i.e., the time off will be counted as both FMLA and parental leave). Parental leave may also be available to employees who are not otherwise eligible for FMLA leave or who have exhausted other available time.

Employees who work an average number of hours per week equal to one-half of the Company's regular full-time schedule, and who have been employed by the Company for at least 12 months preceding the request are eligible to request parental leave as described in this policy.

Eligible employees may request up to 12 weeks of parental leave. Both mothers and fathers are eligible to request parental leave.

Employees should request a parental leave from their supervisors at least 30 days before the start of the leave or as soon as they become aware of the need for a leave and are required to notify the Company of the anticipated start and duration of leave. Parental leave must begin within 12 months of the birth or adoption of a child, except that, in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than 12 months after the child leaves the hospital. However, in no case will employees be permitted to take more than 12 total weeks of leave under this policy.

Leave under this policy is unpaid. However, employees are required to use any available paid time off benefits (PTO) during parental leave, unless the employee is entitled to compensation from some other source, such as a short-term disability policy. Note that paid time off is taken as part of the 12 weeks of parental leave, not in addition to it.

Health insurance benefits will be provided by the Company until the employee ceases to be eligible under the terms, conditions, and limitations of the applicable plans. Procure HR will set up a payment plan with the employee prior to the leave. If payments are more than 30 days late, the employee's health coverage may be dropped for the duration of the leave. Upon the employee losing eligibility under the terms, conditions, and limitations of the plan, the employee will become responsible for electing continuation coverage through COBRA and paying the full costs plus any administrative fees of these benefits they wish to continue coverage. When the employee

returns from leave, benefits will again be provided by the Company according to the applicable plans.

Benefit accruals, such as PTO and holiday pay, will be suspended during the unpaid portion of leave taken under this policy, and will resume upon return to active employment.

Employees taking leave under this policy will be returned to the same jobs they held when their leave(s) began. If this is not feasible, employees will be returned to a position that entails substantially equivalent skill, effort, responsibility, and authority as the position they had previously held. The only exceptions to this rule will be in circumstances of layoffs or reorganizations, where the employees' position(s) would have been eliminated even if they had not been on leave. Employees who are unable to (or who choose not to) return to work at the end of the approved leave may be considered to have voluntarily resigned their positions.

REASONABLE ACCOMMODATIONS FOR INDIVIDUALS WITH DISABILITIES

The Company prohibits discrimination with respect to hiring, promotion, discharge, compensation, benefits, training, and all other aspects of employment against qualified employees or applicants with disabilities and compliance with the Americans with Disabilities Act and applicable state and local laws.

The Company provides reasonable accommodations to qualified individuals, including leaves of absence, that are medically necessary, reasonable, and likely to enable employees to perform the essential functions of their jobs without possessing a direct threat of harm to themselves or others and without imposing an undue hardship on the Company's operations.

If the employee has a disability that limits their ability to fully perform the essential function of their position held or to which the position that they are applying for, the employee may request an accommodation by notifying the supervisor or Agency Owner. Upon receiving a request for accommodation, the Company will work with the employee to determine if reasonable accommodation can be provided. The employee may be asked to provide a doctor's certification of the disability, as well as the need for accommodation. All information that the Company obtains concerning the medical condition or history will be maintained in a separate medical file and treated as confidential information that will only be disclosed as necessary and in accordance with law.

All employees are required to comply with the Company's safety standards. Current employees who pose a direct threat to the health or safety of themselves or other individuals in the workplace will be placed on leave until an organizational decision has been made regarding the employee's immediate employment situation.

Personal injuries may not be covered under the Company ADA policy. Employees in need of accommodation for religious reasons should also contact their supervisor to discuss and complete accommodation paperwork.

JURY DUTY

If the employee is called to serve on jury duty and has successfully completed their introductory period, the employee will be paid at their regular rate of pay, less juror fees, for up to two weeks. The Company may extend this period to a maximum of three weeks if the employee works available hours while Court is not in session. The employee must submit proof of payment from the Court. All additional time spent away from work will be unpaid. The employee's job will be held open. The employee must notify the supervisor immediately upon receipt of notice of selection for jury duty. Once the jury selection process begins, the employee should contact the supervisor at least once each day to advise them on the expected return date.

WITNESS DUTY

The Company encourages employees to appear in court for witness duty whenever summoned to do so. Employees may be granted unpaid time off to appear in court as a witness. The witness summons should be shown to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits. If the employee has been summoned as a witness of the Company as a result of a job-related event, they will receive paid time off for the entire period of witness duty.

MINNESOTA SCHOOL CONFERENCE & ACTIVITIES LEAVE

The Minnesota School Conference and Activities Leave Act provides up to 16 hours of unpaid leave during any 12-month period, to enable a parent employee to attend school conferences or school-related activities related to the employee's child if those conferences or activities cannot be scheduled during non-work hours. If the need for school leave is foreseeable, the Company requests a reasonable notice so as not to unduly disrupt operations. The Worksite Employer encourages employees to attend school functions for family members. Therefore, if an employee needs more than 16 hours for a child's school events during the year, they should consult with the supervisor to arrange this time off.

TIME OFF FOR VOTING

Employees are entitled to take time off without loss of pay to vote in a general election, an election of a member of Congress, a Presidential Primary or State Primary. It is requested that all attempts be made to vote outside of working hours if possible.

BEREAVEMENT LEAVE

The Worksite Employer allows three days off each year without pay for a death in an employee's immediate family. Immediate family is defined as parents, spouse, children, brothers, sisters, mother-in-law, father-in-law, grandparents, and grandchildren. For unusual circumstances, the employee may request up to two additional days; however, these additional days must be approved by the supervisor in advance.

Funeral leave for the death of anyone other than an immediate family member will require prior approval from the supervisor. Funeral leave for such a death is limited to two days per year.

SECTION 6: SAFETY, EQUIPMENT, & WORKERS' COMPENSATION

SAFETY

The Worksite Employer strives to provide a clean, hazard-free, and safe environment in accordance with the Occupational Safety and Health Act of 1970.

All employees are expected to take part in maintaining this environment. Employees should observe all posted safety rules; adhere to all safety instructions provided by your supervisor and use safety equipment when required. It is the employee's responsibility to learn the location of all safety and emergency equipment, as well as the safety and/or emergency phone numbers.

Employees may be required to purchase and maintain some of their own safety equipment. Any problems with the Worksite Employer-provided safety equipment should be reported to a supervisor. If it is not safe to work for any reason, the problem should be reported to a supervisor immediately.

All work-related accidents are covered by Workers' Compensation Insurance pursuant to the laws of the state(s) in which we operate.

All incidents must be reported to the employee's supervisor and to Procare's Loss Control Specialist, regardless of how insignificant the injury may appear. Such reports are necessary in order to comply with laws and initiate insurance and/or Workers' Compensation procedures.

The activities that are being offered by the Company as a Wellness Program are voluntary and not mandatory programs offered by the Company. It is not mandatory for any employee to participate. Should any employee be injured during any of these voluntary activities, Workers' Compensation Benefits would not apply or be paid under MS 176.021 Subd 9.

MS 176.021 Subd 9. Employer responsibility for wellness programs. Injuries incurred while participating in voluntary recreational programs sponsored by the employer, including health

promotion programs, athletic events, parties, and picnics, do not arise out of and in the course of the employment even though the employer pays some or all of the cost of the program. This exclusion does not apply in the event that the injured employee was ordered or assigned by the employer to participate in the program.

USE OF COMPANY PROPERTY

The Worksite Employer will provide employees with the necessary equipment to do their job. None of this equipment should be used for personal use, nor should any equipment be removed from the worksite unless approved by a supervisor. This includes vehicles, telephones, and two-way communication equipment.

Any items or packages taken out of the workplace are subject to inspection at any time. Likewise, any personal desk, filing cabinet, or storage space provided to an employee is also subject to inspection at any time.

Personal telephone calls are not to be made using Company phones or on Company time, unless authorized by a supervisor. Any authorized personal calls should be kept to a minimum and made at a time that does not interfere with the employee's or co-workers' job performance.

Use of Company stationery, office supplies, or postage for personal use is strictly prohibited.

Company worksites, telephones, and email are not to be used for employees or others to engage in the practice of soliciting collections or donations; selling raffles, goods, or services; operating betting pools; or solicitations of any kind.

Use of radios, audio headsets, and televisions, Company-owned or otherwise, is at the discretion of Worksite Employer supervisors only, and – if allowed – must be used in a manner that does not interfere with the safety of the workplace or with the ability of others to perform their work.

MOTOR VEHICLE & EQUIPMENT OPERATION

The Company mandates that employees operate Company and/or personal vehicles in a safe and economical manner, always respect the rights of other drivers and pedestrians, and follow all operating instructions, safety standards, and guidelines.

- Seat belts must be worn by the employee and all passengers whenever the vehicle is in motion.
- Employees must conform to all traffic laws with allowances made for adverse weather and traffic conditions.

- Employees may not use drugs or alcohol while operating a (Company or personal) vehicle for work-related business.
- Employees are required to comply with all state and local laws regarding the use of mobile communications devices (cell phones, tablets, laptops, or like-devices) while driving a (Company or personal) vehicle for work-related business. If a mobile communication device must be used by an employee while driving, a hands-free device must be used.
 - The only exception is emergency calls placed to 911. If placing or accepting an emergency call, it should be kept short, with a hands-free option if available. The vehicle should also be pulled over if possible.
- The use of headsets or hands-free devices while driving is permissible IF:
 - The device is pre-approved by the Company for use.
 - Use of the device does not cause distraction (i.e., fiddling with the device or taking eyes off the road to get it to function properly, etc.).
 - Any dialing or use of the handset is handled while stopped or pulled to the side of the road.
 - Conversations do not interfere with the driver's ability to drive safely.
 - Road conditions are safe and do not threaten the driver or passenger(s)' safety.
- Smoking and eating are prohibited in any Company vehicle at all times.
- When using a GPS system, an employee must:
 - Ensure a mounted GPS system does not block or obstruct the employee's view in any way.
 - Ensure the GPS system is voice-narrated and does not interrupt the employee's line of vision when following instructions.
 - Program or engage with the system when the vehicle is stopped or parked.
- When listening to media in a vehicle, an employee must:
 - Never use electronic devices for media purposes aside from the vehicle's sound system.
 - Never wear headphones.
 - Ensure their line of vision is never interrupted while listening to media.
 - Program or adjust media settings when the vehicle is stopped or parked.
- Employees are required to report all moving violations, whether on or off the job, to a supervisor within two weeks of receiving the citation.
- Employees should promptly notify a supervisor if Company equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair.

The improper, careless, negligent, destructive, or unsafe use or operation of Company equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, including termination. All violations of traffic laws and fines, damages, or personal injury levied as a result are the exclusive responsibility of the employee.

The driver's license status of all employees may be checked with the State Motor Vehicle Department at the Company's discretion, but annually at a minimum.

WORKERS' COMPENSATION INSURANCE

The Company provides a comprehensive Workers' Compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment, as defined by law, that requires medical, surgical, hospital treatment, or results in loss of work time. Subject to applicable legal requirements, Workers' Compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Any employee who sustains a work-related injury or illness as defined by law must inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

The Company has a policy of conducting drug and alcohol tests following accidents or injuries, and such testing will extend to any employee reasonably involved in the accident or injury. However, the Company will not require post-injury or post-accident drug testing where the circumstances of the injury or accident are such that there is not a reasonable possibility that alcohol or drug use by the employee involved in the incident could have been a contributing factor to the occurrence of the injury or accident.

ILLNESSES & INJURIES OUTSIDE OF WORK

If an employee has an illness or injury that causes them to miss more than three consecutive days of work, they are not able to complete their job duties, or a supervisor feels injuries/illness could worsen because of the employee's job duties, then the Company may request a Return to Work release from the employee's physician. If requested, this document must be submitted, "Without Restrictions" that affect the safety or care of persons-served, before returning to work. The Company reserves the right to allow certain restrictions that don't interfere with the safety of the person served or re-injury of the employee. Also, the Company may schedule short-term changes to help an employee return to work safely.

If an employee is injured away from or at work to the extent that they have any work restrictions, the Company must be notified immediately, and the employee will not be able to return to work until a cleared health check is signed by the referring physician.

If an employee needs to schedule time off for surgery or any other medical procedure, please notify a Worksite Employer supervisor as soon as possible so plans can be made in advance to cover shifts.

RETURN TO WORK POLICY

The Company supports the practice of bringing injured employees back to work, as soon as they are medically able, to a position in our organization compatible with any physical restrictions they may have.

Current positions may be modified to fit the medical limitations of injured employees by modifying workstations, altering specific tasks, or working reduced hours. If an employee holds the position of DSP, they must be able to perform all job duties of light housekeeping and other cares that are integral services to persons-served. If a DSP is not able to perform those cares, then the DSP must wait until they are able to recover from their injury to a point where reasonable cares of the individuals are being met. A doctor's note is required for any DSP that has a physical restriction that prevents the performance of job duties that are integral to the care of the people we serve.

SECTION 7: BUSINESS OPERATIONS

ELECTRONIC COMMUNICATIONS RESOURCES

COMPANY COMPUTER SYSTEMS, ELECTRONIC MAIL (EMAIL) & INTERNET ACCESS

All electronic communication flowing through the Company systems is the Company's property and may be monitored without prior notice or consent. Employees should have no expectation of privacy regarding information contained in the Company's computers or electronic systems. The Company reserves the right to disclose all messages sent over its electronic mail and instant messaging systems for any purpose. An employee may not read another employee's email or access their computer unless authorized to do so. The Company's electronic communications systems should be used only for legitimate Company business.

The following guidelines apply:

- No employee is authorized to speak on behalf of the Company, or its operations, including any communication sent via the Company email system unless approved in advance by the Company's authorized representative.
- No offensive, derogatory, sexual, threatening, harassing, intimidating, unprofessional or disruptive messages may be sent via the Company email accounts or accessed via the Company electronic systems.
- The Company policies prohibiting offensive, derogatory, sexual, threatening, harassing, intimidating, unprofessional and disruptive materials in the workplace apply with equal force to material communicated through or stored on the Company's computers, electronic systems, or email.
- No copyrighted material may be distributed by Company email.
- Confidential, proprietary, or sensitive legal or financial matters should be communicated via telephone or in person, and not by email.
- Email or other written documents containing confidential, proprietary, privileged, or sensitive legal, business, or financial information must not be forwarded, copied, or printed via email unless authorized.
- Employees may not read or access documents or information created or stored in other

employees' computers, electronic system access or the Company email account without authorization.

TELEPHONE USAGE

The Company telephones are the property of the Company and should be reserved for Company business. Answer worksite telephones promptly, identify oneself and the facility, and take accurate messages. Personal long-distance calls may not be charged to the Company.

PERSONAL WIRELESS COMMUNICATIONS DEVICE USE

Personal wireless communications devices (including cell phones with cameras), text messaging devices, personal digital assistants, smart phones, and pagers may not be used while an employee is on duty unless it is an emergency. Cameras on cell phones or other devices may not be used at any time at work locations or while attending business functions.

Company provided wireless communications devices should be used primarily for Company business. Employees should not access social media sites, blogs, and other Internet-based sources while working unless authorized to do so as a function of their jobs.

Many state laws prohibit the use of cell phones or any wireless communications device while driving. An employee must follow state driving laws when driving personal vehicles on Company business. In states that do not have a ban on the use of all wireless communications devices while driving, the Company policy prohibits the use of cell phones (including texting and emailing) while operating a motor vehicle while on the Company business. An employee should put their vehicle in a safe location before sending or receiving phone calls, messages, or texts.

EMPLOYEE-OWNED COMPUTERS, CAMERAS, VIDEO CAMERAS, MP3 PLAYERS, IPODS & RECORDING DEVICES

The use of employee-owned computers, cameras, video cameras, MP3 players, iPods, DVD players, recording devices, and all other similar devices is prohibited in Company facilities. No employee may photograph or record individuals, family members, visitors, other employees (including supervisors) or contractors by using cell phones, personal digital assistants, cameras, camera phones, tape recorders, video recorders or any other device that can be used to capture an image or voice without prior written authorization from the family member, visitor, individual, or the individual's legally responsible party.

SOCIAL MEDIA COMMUNICATIONS POLICY

The Company recognizes that the information, comments, and opinions placed on social media sites and blogs can shape the way the public views those individuals who work at Company facilities and its delivery of care and treatment to individuals. The Company is committed to ensuring that the use of such communications serves the needs of the business by maintaining

the Company's identity, integrity, and reputation in a manner consistent with its values and policies.

Employees whose communications have the potential to discredit or harm the Company's reputation or adversely affect facility operations will be subject to disciplinary action, up to and including termination. However, nothing in the Policy is intended to violate state or federal law, including employees' rights to engage in protected, concerted activity under the National Labor Relations Act.

Employees' use of social media can pose risks to the Company's confidential and proprietary business information and can jeopardize the Company's compliance with business rules and laws. To minimize these business and legal risks, to avoid loss of productivity and distraction from employees' job performance, and to ensure that the Company's information technology systems are used only for business purposes, the Company has established the following rules and guidelines for online communications:

PERSONAL BLOGGING OR SOCIAL NETWORKING WHILE WORKING

Employees may not communicate on a personal blog or web page or participate in a personal social media site during working time or at any time using the Company electronic systems or computers unless authorized to do so for business purposes by the Agency Owner.

SOCIAL MEDIA FOR BUSINESS PURPOSES

Employees who are authorized to use social media sites for business purposes should use their facility's social media site (e.g., Facebook page). All employees engaging in social networking or blogging for business purposes must have expressed approval for all content from the appropriate supervisor before communicating information via social media, must follow all the Company guidelines on blogging or networking for business purposes and are responsible for complying with all the Company policies.

SOCIAL MEDIA CONFIDENTIAL

The Company's Confidential Information Policy applies in full to Internet-based communication. Before releasing any facility or Company information, employees must speak with a supervisor or Agency Owner. The Company logos and trademarks may not be used without expressed written permission from the Agency Owner.

DISCRIMINATION & HARASSMENT

All the Company rules and policies regarding discrimination and harassment apply in full force to Internet-based communication. The Company is firmly committed to its equal employment opportunity policies and does not condone or tolerate discrimination. The Company also prohibits all forms of unlawful harassment. Employees are prohibited from engaging in any conduct, activity, communication, or Internet communication that violates the Company policies regarding discrimination and harassment. Any conduct that is impermissible under the

law, if expressed in any other form or forum, is also impermissible if expressed through Internet-based communication.

REPORTING

If an employee believes that Internet-based communication violates Company policy, the employee should immediately report their concerns to their supervisor or the Agency Owner. The Company will investigate that matter, determine whether such Internet-based communication violates the Company policies, and take appropriate action.

VIOLATIONS OF THE COMPANY COMMUNICATIONS POLICY

To help protect the reputation and well-being of the Company, its individuals, affiliated companies and healthcare providers, vendors and employees, the Company will take a strong stance against employee Internet-based publications that contain false information or accusations. Failure to follow this Policy may result in discipline, up to and including termination of employment.

USE OF MAILING SYSTEMS

The use of employer-paid postage for personal correspondence is not permitted.

ELECTRONIC MONITORING/SURVEILLANCE IN THE WORKPLACE

The Company and its individuals reserve the right to install cameras and other recording devices in work-related areas for specific reasons, such as safety. The Company and/or its individuals may find it necessary to monitor areas with a recording device when there is a specific safety or business-related reason to do so. The Company will do so only after first ensuring that such actions comply with state (MN Law 144.6502) and federal laws.

- Employees should not have any expectation of privacy in work-related areas.
- Employee privacy in non-work areas will be respected to the extent possible.
- An employee of a facility who is the subject of proposed corrective or disciplinary action based upon evidence obtained by electronic monitoring will be given access to that evidence for purposes of defending against the proposed action.
- Employees will be informed of any known electronic monitoring devices in use as soon as the Worksite Employer receives proper notification and consent.
- Employees should contact the Agency Owner if they have questions about this policy.

It is the policy of the Company not to prohibit or retaliate against an employee for conducting electronic monitoring pursuant to the law.

REST BREAKS & MEAL PERIODS

Non-exempt employees who are scheduled to work eight hours (or the period specified by state law) in a workday are permitted to take an uninterrupted 30-minute, unpaid meal break.

Supervisors may require employees to schedule meal breaks or may schedule the meal breaks for employees. Meal breaks are not considered time worked, so employees must leave the work area to take the meal break. Meal breaks may not be used to make up time for tardiness or leave work early.

Your facility will schedule rest breaks (or rest) in accordance with applicable state and federal law. Rest breaks are considered time worked and are paid.

NURSING MOTHERS, LACTATING EMPLOYEES, & PREGNANCY ACCOMMODATION

Minnesota's Nursing Mothers, Lactating Employees, and Pregnancy Accommodations law (Minnesota Statutes § 181.939) gives pregnant and lactating employees certain legal rights. Pregnant employees have the right to request and receive reasonable accommodations, which may include, but are not limited to, more frequent or longer breaks, seating, limits to heavy lifting, temporary transfer to another position, temporary leave of absence, or modification in work schedule or tasks. An employer cannot require an employee to take a leave or accept accommodation.

Lactating employees have the right to reasonable paid break times to express milk at work unless they are expressing milk during a break that is not usually paid, such as a meal break. Employers should provide a clean, private, and secure room, that is not a bathroom, near the work area that includes access to an electrical outlet for employees to express milk.

It is against the law for an employer to retaliate, or to take negative action, against a pregnant or lactating employee for exercising their rights under this law. Employees who believe their rights have been violated under this law can contact the Minnesota Department of Labor and Industry's Labor Standards Division at dli.laborstandards@state.mn.us or (651) 284-5075 for help. Employees also have the right to file a civil lawsuit for relief. For more information about this law, visit dli.mn.gov/newparents.

SMOKING/TOBACCO USE

To provide a healthy and pleasant work environment for all employees and persons-served, any form of tobacco use, including e-cigarettes, is prohibited on the premises or when working with persons-served.

If necessary, employees and persons-served should consult with a supervisor regarding a designated smoking area.

SECTION 8: CONFLICTS OF INTEREST

CONFLICTS OF INTEREST

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which the Company wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation.

Transactions with outside firms must be conducted within a framework established and controlled by the executive level of the Company. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit either the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

No “presumption of guilt” is created by the mere existence of a relationship with outside firms. However, if an employee has any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to an Agency Owner as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of this Company’s business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is characterized as that of a “significant other.”

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which this Company does business but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the Company.

The materials, products (including salvage), designs, plans, ideas, and data of this organization are the property of the Company and should never be given to an outside firm or individual except through normal channels and with appropriate authorization. Any improper transfer of material or disclosure of information, even though it is not apparent that an employee has personally gained by such action, constitutes unacceptable conduct. Any employee who participates in such a practice will be subject to disciplinary action, up to and including possible termination and legal action.

NON-COMPETE/NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

The protection of confidential business information is vital to the interests and the success of the Company.

Such confidential information includes but is not limited to the following examples:

- Customer data
- Customer lists
- Electronic or magnetically stored data, programs, or processes
- Financial information
- Marketing strategies
- Pending projects and proposals
- Research and development strategies
- Scientific data
- Scientific formula
- Scientific prototypes
- Technological data
- Technological prototypes

Any employee who discloses confidential business information will be subject to disciplinary action, up to and including termination, even if they do not actually benefit from the disclosed information.

The employee acknowledges that they occupy a position with the Company that gives them access to sensitive and important Company information, not commonly known to the Company's prospects, customers, clients, vendors, competitors, and suppliers. This information is readily available even though it may not be a direct part of the employee's regular job duties and may include but is not limited to all information provided in the course of the relationship by one party to the other party, whether communicated orally or in writing, which is of a proprietary and confidential nature and which is not generally known to the public. Confidential Information includes, without limitation, business methods, customer and supplier lists, financial information, personnel information, and ownership data. Confidential Information also means information or data provided by one party to the other marked with a "Confidential" label. The employee acknowledges that this information would harm the Company's business activities if provided to other parties listed above, and that the Company expects the employee to keep this information private during the course of the employment as well as set forth in the paragraphs below.

The employee agrees that for a period of one year following the termination, or ending, of the employee's employment relationship, whether voluntary or involuntary, the employee will not disclose information about the Company, its activities, its clients, customers, vendors, activities, etc. as identified above.

The employee agrees that the Company may not be adequately compensated for damages for a breach of the covenants contained herein, and the Company shall be entitled to injunctive relief and specific performance in addition to all other remedies provided for by law. In the event of a

breach or a threatened breach by the employee or the Company shall be entitled to seek an injunction restraining and enjoining such breach, but nothing herein shall be construed from prohibiting the Company from pursuing any other remedy available to the Company for such breach or such threatened breach. Employee expressly consents and submits to the personal jurisdiction of the State and Federal courts located in Scott County, Minnesota.

NON-SOLICITATION, RECRUITMENT & HIRING, NON-FRATERNIZATION

The employee represents that for a period of one year following the termination date of the employment relationship between the Company and the employee, whether voluntary or involuntary, they will not directly or indirectly solicit any of the Company's employees, sales representatives, consultants, contractors, distributors, vendors, suppliers or manufacturers, or solicit or recruit any of them for the purpose of hiring or otherwise contracting with them or inducing them to leave their employment or other relationship with the Company, nor will the employee own, manage, operate, join, control, consult with, participate in the ownership, management, operation or control of, be employed by, or be connected in any manner with any person or entity which engages in the conduct prohibited by this provision during this same period of time.

For a period of one year following the termination date of the employment relationship between the Company and the employee, whether voluntary or involuntary, the employee will not directly or indirectly have personal or professional contact with the Company's persons-served and/or customers who are receiving services and/or support from the Company on the termination date of the employment relationship, without first obtaining the express written consent of the Company.

Severability - If any portion of this Section is deemed unenforceable by a Court of competent jurisdiction, then that portion deemed unenforceable shall be stricken as if it was excluded from the Section, and those portions remaining shall be in full force and effect.

SECTION 9: RULES OF CONDUCT

EMPLOYEE CONDUCT & WORK RULES

To ensure orderly operations and provide the best possible work environment, the Company expects employees to follow rules of conduct that will protect the interests and safety of all employees and the Company. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace, but the following are examples of unacceptable behavior that may result in disciplinary action, including suspension or termination of employment. When appropriate, these acts may be reported to legal authorities.

- Unauthorized release or disclosure of business/ Worksite Employer's information
- Falsification of Company records
- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Working under the influence of alcohol, illegal drugs, or other impairing substances
- Possession, distribution, sale, transfer, or use of alcoholic, illegal drugs or other impairing substance in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Act of violence in the workplace
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Sexual or other unlawful harassment
- Excessive absenteeism or any absence without notice
- Unauthorized disclosure of confidential information
- Violation of personnel policies
- Unsatisfactory performance on the job or misconduct on or off the job

Misconduct can occur either on or off the job. Examples of misconduct on the job are cited above. Examples of misconduct off the job include, but are not limited to, involvement with criminal activity or activity involving moral turpitude which, in the judgment of the Company, reflects adversely on the image or standing of the Company.

Gambling losses, debts, or a reputation for habitual gambling may seriously compromise an employee's image and that of the Company and may be considered as a form of moral turpitude. Any and all gambling, sports pools, office pools, or other games of chance on Company property are strictly prohibited. Any employee found participating in the above may be subject to discipline up to and including termination. Additionally, the Company recognizes that employees may voluntarily admit to having gambling problems that have not resulted in disciplinary action. These employees may be eligible for unpaid time off to participate in a rehabilitation program.

The Company discourages consensual relationships between supervisors and employees that are romantic or sexual in nature. If such a relationship develops between a supervisor and an employee, the Company holds the supervisor responsible for disclosing the relationship to other upper management representatives.

A supervisor who engages in a romantic or sexual relationship with an employee will no longer be responsible for any matter concerning that employee's work assignments, hiring, evaluations, promotions, compensation, or discipline. The Company reserves the right to terminate either or both parties if the relationship negatively affects the Company.

The Company reserves the right to ask both parties to sign a document stating that their relationship is consensual and that neither party will hold the Company liable if the relationship degenerates. Both the supervisor and the employee are encouraged to talk to the Agency Owner if what begins as a consensual relationship develops into a situation that is harassing or has adverse workplace consequences.

It is always imperative that each individual conducts themselves professionally so as to reflect credit on the Company.

DRUG & ALCOHOL POLICY

The Company is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Company to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others and will not be tolerated.

PROHIBITED CONDUCT

The Company expressly prohibits employees from engaging in the following activities while they are on duty and conducting Company business or on Company premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Company does not discriminate against employees solely based on their lawful off-duty use of marijuana. Employees may not consume or be under the influence of marijuana while on duty or on Company premises. If an employee has a valid prescription for medical marijuana, refer to the Company Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law if it does not impair job performance, safety, or the safety of others. If an employee takes over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, they must inform their supervisor if they believe the medication may impair job performance, safety, or the safety of others.

WEAPONS

Employees are prohibited from bringing any type of firearm or other weapon onto the Company's premises. However, this policy does not prohibit an employee from storing a firearm in their vehicle.

SECTION 10: HARASSMENT & PROBLEM RESOLUTION PROCEDURE

SEXUAL & OTHER FORMS OF IMPERMISSIBLE HARASSMENT

PURPOSE

The Company desires to provide a positive and productive work environment. To that end, the Company is committed to providing a work environment that is free of discrimination and harassment, and to provide a means of dealing with such incidents should they occur. Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings, and business-related social events.

POLICY

Harassment, in any form, will not be tolerated at the Company by any of its employees. This includes harassment based upon a person's race, color, religion, national origin, sex, age, mental or physical disability, creed, marital status, status with regard to public assistance or sexual orientation, or any other legally protected class. This policy applies to all employees, supervisors, managers, and Owners of the Company. If, after appropriate investigation, harassment is found to have occurred, the initiator will be subject to appropriate disciplinary action, depending on the circumstances, up to and including termination.

HARASSMENT

A verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of their race, color, religion, national origin, sex, age, mental or physical disability, creed, marital status, status with regard to public assistance or sexual orientation, and that:

1. Has the purpose or effect of creating an intimidating, hostile, or offensive work environment;
2. Has the purpose or effect of unreasonably interfering with an individual's work performance; or
3. Otherwise adversely affects an individual's employment opportunities.

SEXUAL HARASSMENT

In accordance with the Equal-Employment Opportunity Commission (EEOC) Guidelines, issued November 10, 1980, as: Harassment on the basis of sex is a violation of Section 703 of Title VII of the Civil Rights Act. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct sexual in nature constitutes sexual harassment when:

1. Submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Harassment can occur intentionally or unintentionally. Some examples of conduct that is prohibited by this policy are listed below. Please note that these are not the only examples.

1. Epithets, slurs, negative stereotyping, or threatening, intimidating or hostile acts that relate to race, color, religion, national origin, sex, age, mental or physical disability, creed, marital status, status with regard to public assistance or sexual orientation;
2. Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of their race, color, religion, national origin, sex, age, mental or physical disability, creed, marital status, status with regard to public assistance or sexual orientation that is placed on walls, bulletin boards or elsewhere on the Company's premises or circulated throughout the workplace;
3. Unwanted sexual comments, innuendoes, flirtations, propositions, suggestions, or invitations to social events;
4. Use of offensive words of a sexual nature describing body parts or the sexual act, telling "suggestive" jokes or stories, and conversations about sexual exploits, sexual preferences, and desires or suggestive or sexist remarks about a person's clothing or body;
5. Unwanted and unnecessary touching, brushing against, patting or pinching;
6. Displaying, in the work area, pictures, objects, cartoons, pornographic magazines, or representations of any action or subject which is sexual in nature, depicting nude, scantily clad or suggestively posed women or men and which can be perceived as offensive;
7. Sabotaging an employee's character, reputation, work effects, or property because of race, color, religion, gender, national origin, sex, age, mental or physical disability, creed, marital status, status with regard to public assistance or sexual orientation;
8. Direct and/or indirect suggestions, requests, or demands that an employee's job security, job assignment, conditions of employment, or opportunities for advancement depend in any way on the granting of sexual favors; or
9. Sexual relations accompanied by implied or overt threats or promises.

PROCEDURE

Persons who believe they have experienced or witnessed conduct that they believe is contrary to the Company's policy should report those incidents so that the Company may promptly address the problem.

Employees may report concerns to any of the following:

1. Immediate supervisor
2. Procure HR
3. Any person in a management position or
4. The Agency Owner

Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure. An employee's failure to fulfill this obligation could affect their rights in pursuing a legal action.

All complaints of harassment will be examined impartially without prejudice and without malice toward the reporting party regardless of the status of the person accused. Information provided will be released only on a need-to-know basis. After an investigation of allegations, a determination will be made, and resulting action will be recommended to management. The investigation may include interviews with the employee making the charges, the accused employee, and appropriate witnesses. All determinations are made on an individual basis. The Company has the discretion to apply any form of discipline to eliminate any harassing conduct and remedy the impact of any discrimination, such as:

1. Counseling the offender;
2. Transferring the offender to another position;
3. Placing the offender on probation, with a warning of suspension or discharge for continuing or recurring offenses;
4. Place the offender on suspension with or without pay; or
5. Discharging the offender.

The Company encourages employees to make accurate reports of harassment and provide as much information to the Company as possible so that it may properly and thoroughly investigate the report.

The Company will not condone retaliation against any employee who reports possible harassment or assists in an investigation of possible harassment.

If you have a question about whether conduct is permissible under this policy, you should discuss it with your supervisor or the Procure HR.

SECTION 11: DISCIPLINE & TERMINATION

EMPLOYMENT TERMINATION

Upon termination of employment, employees must return all Company property, keys, and confidential information. Employees will receive information relating to their employee benefit plans and the continuance of those, if applicable. If an employee's address changes after they leave, that employee should notify the Company for purposes of W-2's and employee benefits.

Employees will receive their final pay in accordance with applicable state law. Employee benefits will be affected by employment termination. Vested benefits at the time of termination will be paid out at management's discretion. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

Gaps in employment without communication from DSPs over 60 days will be considered self-termination. To be considered "active," DSPs must work a minimum of 30 minutes with a person-served OR attend a company DSP training (minimum of 30 minutes; virtual or in-person) at least once during a 60-day period. If DSPs do not work or attend trainings within a 60-day period, they will be removed from Company files as they will be considered self-terminated.

If DSPs wish to return after self-termination, DSPs must complete all steps for new employees including application, orientation training, review of the Worksite Employer's policies/procedures, and review of all files of persons they intend to support. This is to ensure competency and that the DSP is knowledgeable about any changes to the Worksite Employer's policies/procedures and person-served programs. Depending on the duration of absence, a new background check may be required at the time of rehire at the DSP's expense.

LAYOFF & RECALL

There may be occasions when it becomes necessary for management to reduce DSPs. On such occasions, the Worksite Employer will make decisions on the basis of business and person-served needs related to employee job functions and their performance. Supervisors will speak to employees personally about individual employment status as needed.

RESIGNATION – TERMINATION OF EMPLOYMENT BY THE EMPLOYEE

As an at-will employee not subject to an employment contract, employees may choose to end their employment with the Company at any time, with or without good cause.

Employees are requested to submit a notice of resignation in writing to a supervisor two weeks prior to the intended resignation date, to assist the Company in planning for the employee's departure.

TERMINATION OF EMPLOYMENT BY THE EMPLOYER

As an at-will employee not subject to an employment contract, the Worksite Employer is entitled to terminate employment at any time and for any reason or for no reason at all, regardless of work performance or compliance with the rules set forth in this Employee Handbook.

AUTOMATIC DISMISSAL

The Worksite Employer has adopted the guidelines listed below regarding employee conduct, performance, quality of service, efficiency of its operations and the quality of its work environment. Supervisors, managers, and Human Resources have the authority to enforce these rules as they deem appropriate in each case or to deviate from these guidelines within management's sole discretion. All employees are employed on an "at will" basis. These discipline guidelines do not change the fact that all employees are employed "at will." They are provided to help employees understand Company policy. Employees may be terminated for unsatisfactory attendance, conduct, or performance without prior notice or discipline. Employees are responsible for knowing, understanding, and adhering to the guidelines. It is the employee's responsibility to discuss any questions about guidelines or performance standards with a supervisor. Employees are also responsible for knowing their own disciplinary record (if any) and the significance of potential future discipline.

An employee may be disciplined, up to and including termination, for conduct or performance problems including the following:

- Failure to comply with Company policies
- Lack of cooperation with other employees, supervisors, or people the Company supports
- Inability or unwillingness to become proficient with new programs, procedures, or services
- Inefficient use of equipment or time including misuse of company equipment
- Unauthorized disclosure of confidential business information
- Unsatisfactory performance or conduct; Insubordination or other disrespectful conduct
- Excessive use of cell phone and improper use of electronic communication devices
- Failure to notify supervisor in advance of an absence or tardy
- Excessive absenteeism or tardiness
- Horseplay or carelessness in the operation of equipment
- Violation of safety or accident reporting policies or procedures
- Working overtime without prior approval
- Working on personal matters during work time
- Falsification of timecards, goal tracking, or progress notes

- Theft or inappropriate removal or possession of Company property
- Fighting or threatening violence in the workplace, person's home, or in the community
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives, or firearms, in the workplace, person's home, or in the community
- Use of vulgar or obscene language or music in the workplace
- Misuse of social media, including but not limited to posting pictures or comments not approved by management
- Behavior that is inconsistent with Company Mission, Vision, and Values

The above guidelines are general in nature and are not intended to be all-inclusive. The Company reserves the right to take disciplinary action toward employees based upon conduct or performance that detracts from the quality of service, the efficiency of operation, or the quality/safety of the workplace. Employees should feel free at all times to discuss any problems they may have carrying out their duties and responsibilities with their supervisor.

The Company will give disciplinary actions based on past precedence as applicable. The Company may implement different disciplinary actions based on the variation of each disciplinary situation. The Company retains the right to immediately terminate a an employee if the employee disregards a policy/procedure resulting in a negative effect on the health, safety, or rights of a person-served.

EXIT PROCESS & RETURN OF PROPERTY

Upon termination of employment, voluntary (by the employee) or involuntary (by the employer), with or without cause in both cases, a supervisor may choose to have an exit interview with the departing employee.

During such interview, if any, the employee will be informed whether they are entitled to certain post-termination benefits such as non-vested retirement benefits and credits that may be due, full, or pro-rated vacation pay, and other post-employment-related matters.

Employees are responsible for all property, materials, or written information issued to them or in their possession or control. Employees must immediately return all property of the Company (i.e., files of any kind, keys, tools, and any other materials whatsoever, etc.) that is in their possession or control in the event of termination of employment, resignation, or layoff.

Unless otherwise prohibited by applicable state or federal law, final settlement of the employee's pay will not be made until all property owned by the Company is returned in satisfactory condition. The cost of replacing any items not returned will be deducted from your final paycheck, or if this is not possible, due to legal restrictions or otherwise, legal action may be taken to recover any property or monies due to the Company.

FINAL PAYCHECK

Upon voluntary termination, the Company will pay the employee at the next regularly scheduled payroll time, unless the next regularly scheduled payday is less than five calendar days from the employee's final day. Upon involuntary discharge, the Company will pay the employee within 24 hours after demand.

SOLICITATION

To ensure a productive and harmonious work environment, people, whether or not employed by the Company, may not solicit or distribute literature in the workplace at any time for any purpose unless approved in advance by management.

COMMUNICATION

Any questions with respect to any of the provisions of this Employee Handbook should be addressed to the employee's supervisor or to Procure HR.

Employees are entitled to express their point of view on work-related matters in a constructive manner, as well as to make any productive suggestions in any of the communication avenues available within the Company.

SECTION 12: EMPLOYEE ACKNOWLEDGEMENT FORM

I understand that this Employee Handbook describes important information about the Company and that I should consult my supervisor regarding any questions not answered in the handbook.

Since provisions of the handbook are subject to change, I further understand that revisions to the handbook may supersede or eliminate one or more existing policies.

My employment relationship with the Company is voluntarily entered into and is subject, within provisions of state and federal law, to termination by me or my employer at will, with or without cause, at any time either party believes such action to be appropriate.

I acknowledge that this handbook is not a contract of employment. I have received, read, understood, and will comply with both the policies contained in this handbook and any subsequent revisions.

I also understand that this handbook is mine to use only while I am a Company Employee, and that it remains the property of the Company. I will return, or delete if received electronically, this handbook at the conclusion of my employment with the Company.

My electronic signature acknowledges that I have received this handbook.