



## Because it's how you live that matters

**While other companies just build places to live, at HHHunt we build a better way of life.** Since 1966, HHHunt has created opportunities by moving into new areas, reinvesting profits back into our company and our people, and discovering new ways of partnering together. Working as a team, we are able to influence thousands of people and are proud to be a trusted partner in every phase and stage of their lives.

Founded by Harry H. Hunt III in 1966, this company's first venture was faculty and student housing for Virginia Tech in Blacksburg, Virginia. Since then, HHHunt has continued to build on its successes and is now a recognized leader in real estate development throughout Virginia, North Carolina, Maryland and South Carolina creating new homes, apartment communities, senior living communities and award-winning master planned communities.

### Our Vision

To improve the world and how people live by creating meaningful experiences and places of great distinction.

### Our Mission

**Inspiring. Building. Enriching.** To embrace a culture of respect and trust, inspiring and empowering each team member to fully live our brand promises. We strive to build value and enrich the lives of our employees, customers and community partners.

### Our Brand Promises

We promise to be:

- Employee Centered
- Customer Focused
- A Provider of Quality Products and Services
- An Engaged Community Partner

### Our Values

We will be:

- A trusted employer, partner and resource
- Highly competent in our areas of professional expertise
- Passionate about living our mission and brand promises every day
- Forward thinking in all that we do



**Our family serving your family  
with professional, compassionate care.**

Just as your family makes your house a home, our family of dedicated professionals makes Spring Arbor a place where our residents feel loved and wanted. It is a pleasure to welcome you to our HHHunt Senior Living Team.

You have been selected to join one of the best senior living companies in the country. The day-to-day interaction of our staff and residents is consistently the number one reason residents and families list for choosing our communities.

## WELCOME

Welcome to the HHHunt family! We are excited you are joining our team! Our vision is ***“To improve the world and how people live by creating meaningful experiences and places of great distinction.”*** Only through the talent, commitment and teamwork of good people working together can we realize this aspiration, and we are counting on you to help us grow and achieve our goals. You are joining a fast growing company with a team who shares the belief that “it’s how you live that matters!”

We seek to hire team members who have a unique ability to relate to and care for the older adult, who are sensitive to the needs, spoken and unspoken, of the older adult and who can appreciate the culture we establish in our communities. We hope you will become an integral part of our team and work enthusiastically toward our mutual goal. We expect each employee to demonstrate a friendly, positive attitude toward everyone in our community, including residents, staff, family members, and anyone entering our doors.

HHHunt promises to be employee centered by hiring the best possible candidates for each job, to assist each employee in their professional growth through ongoing training and development, and to offer a benefit package and wages consistent with competitive communities and the economic environment in the locality.

HHHunt is a customer focused company and we recognize that our residents, their family members and friends, prospective residents, and anyone who walks through our doors or contacts us by phone are our customers. A positive impression and good feeling with every contact goes a long way toward our success in customer satisfaction.

HHHunt Senior Living provides high quality resident services and care in the communities we serve, allowing our residents to function at their maximum potential. Each resident is an individual to be treated with respect and dignity and given choices whenever possible. By treating residents in this manner, we hope to enhance their physical, mental, social, psychological, and spiritual well-being.

Through the collaborative process with stakeholders, Spring Arbor is a community resource on senior living matters and facilitates the development of educational programs, as well as supports civic fund raising initiatives. Partnerships include, but are not limited to, local educational institutions, churches, Alzheimer’s, civic, police, fire and rescue agencies.

We believe team work is essential to live out our HHHunt brand promises and the Spring Arbor mission, **“Our family serving your family with professional, compassionate care.”** Each of us is entrusted with the responsibility to do our best at all times, to work together as a team, and to ensure the safety and well-being of our residents.

Welcome to our team. We look forward to your contributions! HHHunt is committed to your success. Let us know how we can further assist you.

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## ABOUT THIS HANDBOOK

The programs outlined in this booklet should be regarded as guidelines, which may require changes from time to time. HHHunt retains the right to modify, revoke, suspend, terminate, or change any or all such plans, policies or procedures, in whole or in part, at any time, with or without notice, in order to conduct its business in a manner that is beneficial to the employees and the community. Please note that this version of the Employee Handbook, available to all employees, supersedes all previous versions.

It is not intended as, nor should it be read as, a contract or guarantee of employment. This Handbook is not all-inclusive of the policies and procedures of the community. The final authority for policies and procedures lies with the Executive Director. If the community has additional or different policies, you will be advised by the Executive Director. Remember, this Handbook is not a contract of employment, nor does it contain exclusive means of discipline or termination. If you have any concerns or questions about any procedures, policies or regulations, it is best to ask the Executive Director at the outset of your employment.

## EMPLOYMENT AT-WILL

The policies contained in this Handbook neither create a contract of employment, nor constitute the terms of an implied agreement with the Company. All employees have an "at-will" employment status with the Company, unless they have a separate contract of employment, signed by the President, for a specific duration. Likewise, nothing in this Handbook shall be construed to erode the employment at-will doctrine. Neither the Company nor any of its managers, supervisors, or any other employee can guarantee a specific duration of employment. It is recognized that an employee can terminate his or her employment at any time, for any reason. Similarly, "at-will" means employment may be terminated by the Company at any time for any reason or no reason.

## GENERAL PERSONNEL POLICY

It is our aim to attract and retain highly qualified and motivated individuals at all levels of our organization by providing a challenging work environment in which motivated individuals are provided with the opportunity for promotion and advancement within the Company. We recognize the important role that each and every employee plays in the success of the Company and are committed to providing a relationship of mutual trust and respect which will enable all employees to attain personal satisfaction from their work and contribute to the Company's growth and success.

In return, we expect each and every employee:

- **To be loyal** to the Company and its vendors and business partners,
- **To be enthusiastic and cooperative** in the performance of his/her duties,
- **To provide the highest level of quality services,** and

- **To consistently strive for personal growth** and for the growth and success of the Company.

Accordingly, it is our policy at all times:

- **To select and hire** the most qualified people without regard to race, color, sex, national origin, religion, disability, age, veteran status, genetic information, or other status or condition protected by applicable state and federal laws.
- **To provide fair wages, salaries, and employee benefits** that are competitive with those provided for similar positions in the local area.
- **To promote from within** whenever possible by providing qualified employees with the opportunity for advancement when positions become available.
- **To provide safe working conditions** by maintaining an orderly operation through the development and implementation of policies and procedures designed to ensure the safety and well-being of our employees.
- **To encourage personal growth and development** by providing employee training designed to promote skill development and advancement.
- **To recognize length of service** as a factor in determining promotions, wages, and recognition.
- **To adopt and implement consistent policies and procedures** as summarized in this Handbook and in other manuals, handbooks, and documents maintained by the Company.
- **To keep you informed** of significant developments within the Company and of any changes in operational policy.
- **To encourage open discussion** with your supervisor of all ideas, suggestions, problems, and matters of concern among employees while recognizing that differences of opinion, complaints, and problems will occur.



## **I. COMPANY STANDARDS**

### **EQUAL EMPLOYMENT OPPORTUNITY**

HHHunt is an equal opportunity employer. As such, we do not discriminate on the basis of race, color, religion, sex, age, national origin, disability, veteran status, genetic information, or any other characteristic protected by law. This applies to all areas of employment, including recruitment, application for employment, hiring, promotion, training, transfer, demotion, layoff, recall from layoff, company sponsored educational, social and recreational programs, benefits, compensation, and termination.

Our continued success depends heavily on the full and effective utilization of qualified staff. We have a continuing obligation to hire and develop the best people we can find by basing our judgment on their job-related qualifications which is morally right, legally required, and good for business and the residents' and HHHunt's mutual welfare.

If an employee believes that he/she has been subject to discriminatory harassment by a co-worker, supervisor, manager, volunteer, client or vendor, or by anyone else during the course of his/her employment, the employee must immediately report the incident and facts to the Executive Director. If an employee cannot go to his/her Executive Director, or prefers not to, he/she can report any complaint or incident to the Regional or Area Director, Sr. Vice President of Senior Living, Human Resources, or any officer of the Company without fear of reprisal. Retaliation against an employee by any person under the Company's control for opposing such harassment, for filing a bona fide complaint of discriminatory harassment, or for providing information in good faith regarding another employee's complaint will not be tolerated.

### **IMMIGRATION POLICY**

The Company is in compliance with the Immigration Reform and Control Act of 1986 which requires that every newly hired employee complete an I-9 Form and verify his or her identity and eligibility to work in the United States. 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. Substantiating documentation must be presented to the Company contact within three (3) business days of the date employment begins. The Company will verify documentation, sign, and date the I-9 Form.

### **AMERICANS WITH DISABILITIES ACT (ADA) POLICY**

The Company is firmly committed to complying with the Americans with Disabilities Act (ADA) and other federal and state legislation designed to ensure equal employment opportunities to persons with disabilities. The Company prohibits discrimination on the basis of disability in regard to all employment practices or terms, conditions, and privileges of employment. Consistent with this policy and applicable law, the Company will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made the

Company aware of his/her disability, provided that such accommodation does not impose an undue hardship on the operation of its business. Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact Human Resources.

## NON-HARASSMENT POLICY

HHHunt is committed to maintaining a work environment free of all forms of discrimination and harassment, where employees treat each other with civility, respect, dignity, and courtesy. Harassment includes, but is not limited to, using offensive language, jokes, or gestures, bullying, or participating in other verbal, graphic, or physical conduct that interferes with job performance or would make a reasonable person uncomfortable in the work environment or during outside work-related activities. This conduct may relate to, but it is not limited to a person's race, color, creed, national origin, age, religion, sex, disability, veteran status, marital status, or citizenship status.

The Company also prohibits harassment or discrimination of any nature, whether based on a protected legal category or not. All employees are expected to treat each other in a civil and respectful manner, and the Company will not tolerate abusive or disrespectful conduct.

**Sexual harassment**, either opposite sex or same sex, is prohibited and deserves special mention. It includes, but is not limited to, the following:

- Physical assaults or physical conduct that is sexual in nature;
- Unwelcome sexual advances, requests, or demands for sexual activity;
- Unwelcome, deliberate, repeated, or unsolicited verbal comments, gestures, or physical actions of a sexual nature (i.e., sexually derogatory statements or unnecessary touching);
- Sexual displays, or the distribution or display of publications such as cartoons, jokes, graphics, or graffiti of a sexual nature;
- Other verbal or physical conduct of a sexual nature that has the purpose or effect of interfering with an individual's work performance; and
- Using or trying to use the authority of one's position to affect the terms and conditions of employment of an employee or applicant in exchange for sex or sexual activity.

Our employees have the right to be free from racial or ethnic slurs, unwelcome sexual advances or any other verbal or physical contact or other conduct that substantially interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

This non-harassment policy extends to electronic messages exchanged between HHHunt employees. Employees may not draft, prepare or otherwise send messages to and/or from cellular phones that constitute harassment as defined under this policy.

**Complaint Procedure:** Any person who believes he or she is being harassed or has knowledge of harassing conduct is responsible for immediately reporting the

incident and facts to the Executive Director. If an employee cannot go to his/her Executive Director, or prefers not to, he/she can report any complaint or incident to the Regional or Area Director, Sr. Vice President of Senior Living, Human Resources or any officer of the Company without fear of reprisal. Management has the responsibility of thoroughly and objectively investigating and resolving complaints of discrimination and sexual or other harassment. Confidentiality will be maintained, with information disclosed only to others on a need-to-know basis. HHHunt will take prompt and appropriate action against anyone in the Company who discriminates against or harasses another employee, which may include the suspension or discharge of the offender.

Retaliation against an employee by any person under the Company's control for opposing such harassment, for filing a bona fide complaint of discriminatory harassment, or for providing information in good faith regarding another employee's complaint will not be tolerated. However, an allegation or allegations that are fraudulent or made in bad faith will also be treated as a violation of this policy.

## **COMPUTER SYSTEMS AND ELECTRONIC COMMUNICATIONS**

Access to computers and electronic communications systems, e.g., e-mail and voice mail, is provided so that employees may perform their work effectively and efficiently. However, employees who use such equipment and systems should be aware that in addition to the right which the Company retains to randomly inspect company property, including such equipment and the information/data contained therein, electronic communication systems may be accessed and monitored by personnel who are responsible for administering and maintaining the system. This right of access is necessary for system management and maintenance.

Management reserves the unqualified right to access all computers, e-mail, and other electronic files at any time, with or without notice to the employee. There should be no expectation of privacy in the Company's property. Internal and external electronic communications are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending electronic communications within and outside the Company.

**Appropriate Communications:** In general, employees should exercise the same restraint and caution in drafting and transmitting messages via electronic communications as they would when writing a memorandum or letter and should assume that someone other than the intended recipient may review their message.

Employees are expected to exercise the same restraint and caution when transmitting messages via cellular phones.

**Communication with Residents and their Family:** Whenever possible, communication to a resident or their family by the community should occur in person or through a telephone call. Email communication is permitted only by a Spring Arbor Department Manager. Texting by any employee to a resident or

family member should be a last resort communication approach and be approved in advance by a Department Manager.

**Inappropriate Communications:** The Company Internet and electronic communications access may not be used for transmitting, retrieving or storing any communications of a defamatory, discriminatory, abusive, profane, or harassing nature, or materials that are obscene or X-rated. This includes messages transmitted to and/or from cellular phones. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes, or sexual preference shall be transmitted. Harassment of any kind is prohibited.

Any illegal activities – including piracy, software cracking, extortion, blackmail, copyright infringement, and unauthorized access to any computers on the Internet or e-mail – are forbidden.

Employees will receive and be required to sign the electronically generated “HHHunt Computer Usage Policy and Agreement” acknowledging receipt, understanding, and acceptance of the policy before being assigned a USERID and PASSWORD.

## SOCIAL NETWORKING

The Company takes no position on your decision to start or maintain a blog or participate in other social networking activities.

However, it is the right and duty of the Company to protect itself from the unauthorized disclosure of confidential and proprietary business information and trade secrets. Confidential and proprietary business information and trade secrets include resident information, operating plans and budgets, strategic business plans, Company systems and processes, and other similar types of sensitive business information.

The Company respects the right of employees to use blogs and social networking sites and does not want to discourage employees from self-publishing and self-expression. The Company does not discriminate against employees who use these mediums for personal interests and affiliations or other lawful purposes.

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

Employees are cautioned that they should have no expectation of privacy while using the Internet. Your postings can be reviewed by anyone, including HHHunt. HHHunt reserves the right to monitor comments or discussions about the Company, its employees, residents, and the industry posted by anyone, including employees and non-employees, on the Internet. HHHunt may use blog-search tools and software to monitor forums such as blogs and other types of personal

journals, diaries, personal and business discussion forums, and social networking sites.

Employees are cautioned that they should have no expectation of privacy while using HHHunt equipment or facilities for any purpose, including authorized blogging.

As with any other type of personal communications (e.g. phone calls, e-mail, etc.), employees are expected to limit their work time spent on personal matters. Should the employee's work performance be affected, the Company reserves the right to suspend access to the Internet and the employee may be subject to disciplinary action.

## **PROTECTION OF COMPANY INFORMATION**

Unless specifically instructed, employees are not authorized to speak on behalf of the Company. If you are contacted by the press or media regarding any matter that seeks a response by the Company, you must notify your Executive Director and obtain approval before responding. Employees may not publicly discuss residents outside company-authorized communications and may not disclose confidential and proprietary business information and trade secrets as described previously except as authorized by the Company. Employees are expected to protect the privacy of our residents and the Company.

## **PROFESSIONAL CONDUCT**

It is the purpose of this policy to provide additional specificity to the standards of conduct embodied in the Employee Handbook so that employees will better understand prohibitions and limitations pertaining to their conduct and activities while on and off duty. The rules of conduct are not intended to serve as an exhaustive treatment of requirements, limitations, or prohibitions on employee conduct and activities. Actions of employees that are inconsistent, incompatible or in conflict with the values established by this Company negatively affect its reputation. Such actions and inactions thereby detract from the Company's overall ability to effectively and efficiently carry out its business affairs. Therefore, it is the policy of this Company that employees conduct themselves at all times in a manner that reflects the ethical standards and values of the Company in accordance with the rules contained in the Handbook and otherwise disseminated by the Company.

**Accountability:** Accountability means the duty of all employees to truthfully acknowledge and explain their actions and decisions when requested to do so without deception or subterfuge.

## **CRIMINAL BACKGROUND CHECKS**

In accordance with standard practices, and in some states licensure rule, HHHunt will conduct criminal record checks on all job applicants during the pre-hire process, and as necessary, current employees. Background checks serve as an important part of the selection process. Employment with HHHunt is

conditional pending receipt of an acceptable criminal background check. This type of information is collected as a means of promoting a safe environment for residents and employees, and protecting property and information of the community.

Company practices will comply with the Fair Credit Reporting Act and all other applicable rules, regulations, and laws, both federal and state. In addition, practices will comply with state licensure guidelines as they pertain to personnel requirements in an assisted living community. Information attained from the background check process will be kept strictly confidential with only the necessary management personnel having access to the information.

### **VIOLENCE IN THE WORKPLACE**

HHHunt is committed to our employees' safety and welfare in the workplace. We maintain a zero tolerance violence policy and will make every effort to provide a safe work environment for our employees, residents, and visitors. Prohibited behavior includes, but is not limited to: threats, intimidation, physical attack, possession of firearms or lethal weapons, or intentional property damage. The Company specifically prohibits the possession of firearms by any employee while on Company property. This ban includes keeping or transporting a firearm in a vehicle or carrying a firearm while performing services off property on behalf of the Company.

Any situation seen as potentially dangerous should be reported immediately to a supervisor or member of management. Management will investigate all reports promptly and thoroughly in order to determine necessary action. Reports or incidents that warrant confidentiality will be handled accordingly with information disclosed to others on a need-to-know basis only.

### **DRUG AND ALCOHOL POLICY**

HHHunt recognizes the importance of a safe, efficient, and healthy work environment for all employees. We promote a drug and alcohol free workplace.

HHHunt absolutely prohibits any use, consumption, sale, purchase, transfer, or possession of any illegal drug or alcohol while on the job. In addition, employees are prohibited from being under the influence of any controlled substance while performing their duties on Company premises, conducting business on behalf of the Company or operating Company vehicles. Legally prescribed medications are permitted only to the extent that the use of such medications does not adversely affect the employee's work ability, job performance, or the safety of the employee or others.

As a condition of employment, employees must agree to abide by the terms of the above paragraph and notify the Company of any criminal drug statute conviction no later than five (5) days after such conviction. For purposes of this policy, a plea of "no contest" must also be reported as a conviction.

HHHunt reserves the right to conduct drug testing for applicants and employees at any time throughout the employment process. Employees who have an on-the-job injury, regardless of severity, that requires medical treatment, will be subject to a drug test. HHHunt may also drug test based on reasonable cause for suspicion that an employee is using or under the influence of drugs or alcohol.

Refusal and/or failure of drug testing of employees reasonably suspected to be or found in violation of any of the above conduct will be subject to disciplinary action up to and including termination and possible referral for prosecution and notification to licensing agencies.

HHHunt further reserves the right to take any and all appropriate lawful actions necessary to enforce this substance abuse policy, including, but not limited to, the inspection of the employees' personal property in certain circumstances, such as community-issued lockers, desks, or other suspected areas of concealment. Full compliance with this substance abuse policy is a condition of employment and continued employment.

### **POSITION REGARDING UNIONS**

HHHunt strongly believes in establishing and maintaining a productive relationship with all employees and providing an atmosphere of understanding for each employee with their co-workers, management, and our residents. The Company has a commitment to our residents, and in that respect we feel that all team members will work together to provide the best and highest standard of resident services and care. We believe that the introduction of a third party adds no real value and may be detrimental to our relationships. Therefore, we feel that union representation is unnecessary.

Our personnel policies and practices are designed to meet the needs of employees in a union-free environment; and our managers are dedicated to treating each individual employee with the respect and dignity to which he or she is entitled and also to operating our business in such a way that employees never feel the need to pay dues to have an outside organization represent them. The management team strives to maintain a mutual trust and understanding with each employee and the workforce as a whole.

Recognizing that no organization is completely free of day-to-day problems, we support an open communication policy where you can take your problems to management at any time for review and resolution.

### **SOLICITATION AND DISTRIBUTION**

To avoid work disruptions and possible discord between employees, the Company prohibits employees from soliciting other employees or distributing literature in connection with non work-related causes, commercial, political or religious pursuits, groups, or interests. Solicitation using company-provided computers and electronic communications systems is also included in this prohibition.

**Prohibited Solicitation:** Solicitation includes, but is not limited to: asking employees for funds or contributions, offering goods for sale (whether for charitable or for commercial purposes), gambling (e.g. office pools), asking employees to sign a petition, requesting employees to join or become a member of a group, soliciting an employee's support for a political, social, or religious cause or viewpoint, or otherwise requesting employees' support or commitment with respect to causes, groups, or interests. Trespassing, soliciting, or distribution of literature by non-employees on Company premises is prohibited at all times.

**Prohibited Harassment/Discrimination:** Solicitation or literature distribution that is discriminatory, hateful, harassing, illegal, defamatory, profane, or obscene is prohibited at all times. Please keep in mind that any literature regarding political or religious beliefs may be viewed by others as discriminatory, and is therefore also prohibited.

**Exception:** This policy does not restrict employer sponsored activities such as the Employee Emergency Fund, United Way Campaigns, or other Company approved charities. It also does not apply to fundraising activities for schools, Girl Scouts, or Boy Scouts. The Executive Director may approve other exceptions to these rules; however, you must obtain written approval in advance.



## II. RESIDENT RELATIONS

### ATTITUDE

Your attitude represents the community's attitude. For this reason, it is important for you to always treat residents, families, and visitors with courtesy and respect. Maintain a cheerful, positive attitude.

Your job and interaction with fellow workers is also enhanced by a good attitude. If you have a problem you cannot work out on your own, discuss it with your supervisor.

Your relationship with residents, families, and fellow employees is also one of the factors considered in the evaluation of your work performance.

### COURTESY

When visitors come to the community, remember that you represent the community and HHHunt. You should be a good host or hostess. Greet all visitors (whether you know them or not) with a smile and "Good Morning", "Good Afternoon", or "Good Evening". Offer to help them. When a visitor asks a question, never leave them hanging by simply replying "I don't know"; find someone else who can help them. Above all, be courteous!

You must knock before entering a resident's room, or private area. Respect of residents' privacy is a right assured by the posted Resident's Bill of Rights.

### CONFIDENTIAL INFORMATION

All information concerning our residents is strictly confidential and protected under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). HIPAA is a federal law that established guidelines for protecting private personal health information. You are not permitted to disclose, copy or take from the community any information concerning the condition of a resident, doctor's orders, resident's care needs or resident's personal information. Questions from the residents or their relatives concerning information normally considered confidential must be directed to the Supervisor-in-Charge or the Resident Care Coordinator.

### ABUSE POLICY

Residents in this community are to be treated with dignity, respect, and utmost patience at all times and under all circumstances. Mistreatment in the form of verbal, financial, or physical abuse of any nature, resident neglect or exploitation will not be tolerated. Any employee guilty of abusing a resident is subject to immediate dismissal. Local authorities will be notified immediately and criminal charges may be filed. If found guilty, you could be fined and sentenced to prison. Applicable state licensure boards will also be notified if any claim of abuse is substantiated. Any employee who witnesses or suspects any form of abuse is required to report the incident within twenty-four (24) hours to his or her supervisor. Any employee who

makes a good faith report will not be retaliated against. Any employee who does not report abuse will be considered an accessory to the abuse.

## **RESIDENT BILL OF RIGHTS**

Each of our residents has the right to fair, courteous and equal treatment from each member of the staff. We take the issue of Residents Rights very seriously. As such, the Resident's Bill of Rights for the state where you work is included at the end of this Handbook and should be used as a reference tool whenever you have a question regarding the rights of residents.

A violation of these Rights may be grounds for disciplinary action up to and including termination.

## **PERSONAL PROPERTY OF THE RESIDENTS, VISITORS AND EMPLOYEES**

Should you find misplaced personal property of a resident, visitor or employee, you must immediately turn the property over to your supervisor. Only your immediate supervisor or the Executive Director may assume, even temporarily, the possession or control of residents' personal property, and then only for the purpose of putting it in a safe place and issuing a receipt. You must exercise extreme caution and check for personal items when removing trash, changing linens, or cleaning rooms. Alert your supervisor if you find forgetful residents have valuables in their possession.

Do not bring valuables or large amounts of money with you to work. The Company will not assume responsibility for lost or stolen employee property.

## **FINANCIAL AFFAIRS OF RESIDENTS**

Employees are not permitted to assist residents with their financial affairs. This prohibition applies to activities such as writing or cashing checks for residents, as well as any other financial services that residents might ask employees to perform. If a resident asks you to assist him/her with any financial matters, you should kindly convey your inability to do so and immediately notify your supervisor so that the Company can attend to any related needs of the resident.

## **GRATUITIES**

Employees are paid to give efficient and friendly service. You may not solicit or accept directly or indirectly any gift, gratuity, money, or loan of any kind from residents, their families, their relatives, or friends. Please graciously decline any gift or gratuity for any service performed as part of your duties at the community.

### **III. YOUR JOB**

#### **EMPLOYEE RELATIONS PHILOSOPHY**

HHHunt is committed to providing the best possible environment for maximum development and achievement of goals for all employees. Our practice is to treat each employee as an individual. We seek to develop a spirit of teamwork with individuals working together to attain common goals.

To that end, HHHunt continuously strives to do the following:

1. Provide a safe, clean working environment.
2. Treat each employee as an individual, with dignity and respect.
3. Provide stable employment as business conditions permit.
4. Provide fair and equitable wages and benefit programs.
5. Provide additional training and in-service on a continuing basis.
6. Provide open lines of communication to keep employees informed and to give everyone an opportunity to express themselves.
7. To manage our communities so team members are motivated in a positive manner and to encourage team members to develop their capabilities.
8. To provide the kind of leadership in which all employees will have confidence and respect.
9. Provide training for employees to enhance and foster quality care to the residents.
10. To treat our residents and their families with special consideration, never forgetting that our livelihood depends on our residents.
11. To operate our communities efficiently, according to sound business practices, in order to provide an adequate return on the investment and assure continuous growth for the community.

#### **EXECUTIVE DIRECTOR**

The Executive Director of a HHHunt Senior Living Community has full responsibility and authority for management of all operational affairs of the community. The Executive Director assigned to the community is charged with implementing and enforcing all the policies and procedures mandated by state and federal agencies.

#### **YOUR SUPERVISOR**

Your supervisor is your first contact with your community's management team. He/she is responsible for teaching you the details of your job and providing assistance and guidance to help you do your best. **ASK QUESTIONS!** This will help you to learn. Your supervisor knows the general policies of the community and should be the first person you speak with when questions arise on the job. Remember, your supervisor is interested in your progress and wants to help you – it is an important part of his/her job.

## **JOB DUTIES**

You will be given a copy of your job description, along with a review of your job duties and responsibilities. Please take the time to read over your written job description carefully. Your job description will be a basis for evaluating your job performance. You must recognize that your job description serves as a general outline of your basic job duties and responsibilities, and that you may be required to assume other duties when assigned by your supervisor.

## **ORIENTATION AND INITIAL EDUCATION**

Getting off to a good start is very important. We believe that in order for an employee to have a successful and satisfying employment experience, it is crucial that he/she feels at home in our organization and that the employee understands the importance of the services which he/she provides to the Company. To that end, all employees should receive proper orientation for their jobs.

Following the acceptance of employment, the supervisor will discuss duties and the Company's policies and procedures with the new employee. A copy of this Employee Handbook will be given to each new employee. You must read the Handbook thoroughly and direct any questions to your supervisor.

The Company will make every effort to fully inform the employee of Company policies and procedures and to ensure that he/she understands his/her job responsibilities. The Employee Handbook and other materials which are provided to the employee contain a wealth of information regarding the Company. In addition, the employee is encouraged to ask questions and voice concerns during the orientation period.

An employee must always remember that we all learn and progress at a different pace. An employee's opportunity for increased responsibility and advancement will be determined by the employee's own performance and by how well he/she handles the responsibilities of his/her current position.

New employees will receive orientation from their supervisor and the Executive Director according to the New Employee Orientation Schedule. It is the employee's responsibility to notify their supervisor if they feel sufficient orientation has not been provided or that they are not sufficiently trained to begin or continue to do their job.

Following general orientation, an employee may be assigned to work with a team member/mentor working in the same position. The mentor will orient the employee to specific tasks associated with the job. This is a good time to get to know residents and other team members.

Prior to being assigned to work independently, the mentor will discuss with the supervisor the status of training. Also, the new hire will discuss their orientation with the supervisor to determine additional training needs.

## ONGOING EDUCATION

It is a priority of HHHunt to provide its employees with a variety of educational and developmental opportunities to acquire and maintain the necessary skills and information to perform at their highest potential. Opportunities will be available onsite, online and in some instances offsite. Sessions are provided regularly at the community by the Executive Director, Resident Care Coordinator and others as needed. It is the employee's responsibility to participate in the required educational sessions to meet state licensing standards or he/she may be suspended until such education is completed. Suggestions for educational topics are always welcome. Records will be maintained at the community, but each employee is encouraged to maintain their own records.

## THE LINES OF COMMUNICATION ARE OPEN

HHHunt recognizes the fact that from time to time employees will encounter problems or have questions concerning their employment. It is the policy of the Company that any employee, regardless of position, can go directly to their supervisor or to any supervisor or manager at any time to discuss any subject which they feel is important. It is crucial that all employees are aware of this privilege and that they feel comfortable in discussing important issues with the appropriate management personnel. In fact, it is each employee's duty to report *any* form of discrimination or harassment you either witness or you believe you have been subjected to. Only through open dialogue can we work together successfully to achieve the goals of the Company and its employees.

For this reason, all employees are strongly encouraged to discuss problems openly and frankly with members of management at the community without fear of reprisal. HHHunt prides itself in dealing with employees' problems on a direct and personal basis. If you should have a problem at the community, or questions about HHHunt policies, procedures, wages, benefits, etc., please use the procedure outlined in the following section in an effort to resolve your concern or to answer your question.

## PROBLEM SOLVING PROCEDURES

**Step 1 - Your Department Manager:** An employee should first discuss any problems with his or her Department Manager. It is one of the Department Manager's responsibilities to settle misunderstandings among his/her employees.

**Step 2 - Your Executive Director:** If you find you still have questions after meeting with your Department Manager, or if you would like further clarification on a matter, you may request a meeting with the Executive Director. He/she will review the issues and meet with you to discuss possible solutions.

**Step 3 - Your Regional or Area Director:** If the situation is not resolved, you may request a meeting with the Regional or Area Director. The Regional or Area Director will discuss your problem in conjunction with the Executive Director.

Based on the facts of your specific situation, the Regional or Area Director will make a final determination or if needed, involve the Sr. Vice President of Senior Living.

**Step 4 – The Sr. Vice President of Senior Living:** If the situation is not resolved, you may request a meeting with the Sr. Vice President. The Sr. Vice President will discuss your problem in conjunction with the Executive Director and Regional or Area Director. Based on the facts of your specific situation, the Sr. Vice President will make a final determination.

Should you have any questions or concerns regarding these procedures, or have a legitimate reason to bypass or skip these Steps, you must contact Human Resources. Your suggestions and comments, on any subject, are important to us, so we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way if you choose to use this procedure.

### EMPLOYMENT REQUIREMENTS

As a condition of hire or continued employment, all new employees are required to meet certain criteria mandated by Company policy and/or requirements of state/federal agencies. Such requirements may include, but are not limited to, the following:

1. Accurately completed employment application
2. Satisfactory work references
3. Satisfactory condition of health, including annual TB screenings and required vaccines
4. Proof of current license, registration or certification, if applicable
5. Satisfactory criminal background check
6. Proof of eligibility of employment in the United States (I-9 form required documents) and Department of Homeland Security E-verify check
7. Social Security Card for W-4 verification
8. Signed acknowledgement of this Employee Handbook
9. Signed copy of any other required policies of the Company or community
10. Successful completion of new employee orientation
11. Satisfactory drug testing results
12. Satisfactory Motor Vehicle Record, if applicable
13. Attendance at required in-service trainings and mandatory staff meetings

**Employment Application:** All employees must complete an Employment Application. The Employment Application contains personal information about the prospective employee, including education, work experience, other job-related qualifications, and references.

By signing the Employment Application, the job applicant agrees that all items contained in the Employment Application are subject to investigation and the applicant consents to the release of necessary information from former employers, educational institutions, law enforcement agencies, and others. The

prospective employee also certifies that all the information given in the Employment Application is true.

Determination by the Company that misleading, inaccurate, or incomplete information has been provided on the Employment Application may result in immediate termination, other disciplinary action, or a decision not to employ the individual. Employees who are aware that incorrect or incomplete information was provided when they completed the Employment Application are encouraged to notify their supervisors immediately. In addition, each employee is expected to report anything which arises after employment begins which reflects a change in the information provided on the Employment Application or which renders any information given on the Employment Application misleading, inaccurate or incomplete.

Motor Vehicle Record (MVR) Inquiry: Employees expected to drive Company vehicles will provide the Company with current and acceptable motor vehicle driving information. Employment and assignment will be conditional pending the receipt of a satisfactory report from the State Division of Motor Vehicles.

### **EMPLOYMENT STATUS**

When you begin work at the community, your employment status will be classified as either regular full-time, regular part-time, regular casual, temporary/seasonal. The definition of each classification is as follows:

1. Regular Full-Time Employees: Employees regularly scheduled to work a minimum of thirty-five (35) hours per week.
2. Regular Part-Time Employees: Employees regularly scheduled to work at least twenty (20) but less than thirty-five (35) hours per week.
3. Regular Casual Employees: Employees scheduled to work on an intermittent basis, as able or as needed (average less than 20 hours per week).
4. Temporary/Seasonal Employees: Employees scheduled to work as an interim replacement or work a pre-determined schedule for a specified and limited period of time. Employees working during summer or holiday seasons are considered temporary employees.

It is possible to change your employment status from full-time to part-time or vice-versa with the approval of the Executive Director. A status change could affect your eligibility for the employee benefits program. For example, the amount of awarded vacation will be adjusted per the vacation policy guidelines based on the effective date of changing to part-time status. Ask the Executive Director for a complete explanation.

## EMPLOYMENT OF RELATIVES AND PERSONAL RELATIONSHIPS

HHHunt respects the privacy of all employees and recognizes that individuals are entitled to freely choose their personal associations and relationships but intends to avoid situations where the employment of relatives or domestic partners, or amorous relationships among coworkers, provide an opportunity for conflicts of interest. The Company is mindful that familial and amorous relationships in the workplace may create the perception or the real possibility of favoritism and unfair advantage or the opportunity for exploitation; may lead to the inappropriate use of power, trust or authority; or may create distractions, impede productivity, and/or undermine professionalism, any of which negatively affects the fairness and objectivity that is essential to a healthy working environment (individually or collectively "Conflict of Interest"). Familial and amorous relationships among employees and/or managers and employees are to be avoided and are only permitted if granted an exception (as described below).

### Scope

This policy applies to practices that involve employee hiring, work assignments, evaluation, compensation, classification, promotion and/or transfer. Close relatives, domestic partners, or other members of the same household as well as those in a dating or amorous relationship are not permitted to be in positions that have a reporting responsibility to each other, or to report to the same direct supervisor or manager. Close relatives are defined as the following: husband, wife, father, mother, father-in-law, mother-in law, grandfather, grandmother, son, son-in-law, daughter, daughter-in law, uncle, aunt, nephew, niece, brother, sister, brother-in-law, sister-in-law, step relatives and cousins.

With respect to any individual with whom a manager or employee is married, related by blood or law, or involved in an amorous relationship, the manager or employee may not:

- Interview, hire, rehire, promote or terminate the individual
- Make any recommendation affecting the individual's terms and/or conditions of employment
- Influence the individual's salary or classification (directly or indirectly)
- Supervise the individual or report directly or indirectly to the individual
- Control or influence the individual's work assignments or job responsibilities
- Evaluate the individual's work performance or participate in the performance planning or review
- Work in a position where employment may present a conflict of interest, perception of favoritism, or workplace distractions

This policy does not apply to temporary/seasonal employees, defined as employees scheduled to work as an interim replacement or work a pre-determined schedule



for a specified and limited period of time (e.g., lifeguards or grounds keepers employed for the summer season).

## **Procedure**

HHHunt seeks to exercise sound business judgment in its hiring and advancement decisions, including with respect to relatives of employees and anyone involved in amorous relationships. Managers are expected to avoid hiring individuals who are close relatives or domestic partners of, or involved in dating or amorous relationships with, any current employee of the Company who would be in the same business division as the new employee. In addition, individuals are not to be promoted into a position that would create a conflict with the Company's policy.

If employees begin an amorous relationship or become relatives, partners or members of the same household, each employee is required to inform their direct supervisor of the relationship, as well as the director or assistant director of human resources (HR), within sixty (60) days (in writing or via email). If one party is in a supervisory position over the other or if the employees report to the same supervisor, the employees will have sixty (60) days to resolve the situation on their own. After sixty (60) days, if the employees have not yet resolved the situation on their own by means acceptable to the Company, such as a transfer or employment outside the company, the employees' supervisor(s) will work with the director of human resources (HR) to determine the most appropriate action for the specific situation. This may include transfer or, if necessary, termination of one of the employees and any such actions will be taken within sixty (60) days of the Company assuming responsibility to resolve the situation.

If an action of the Company results in an involuntary circumstance in which two relatives, partners or members of the same household may be reporting to each other or reporting to the same supervisor, one of the employees will be reassigned within sixty (60) days. During that period, the supervisory employee will not have involvement or direct input in the employment decisions of the other employee.

## **Exceptions**

Exceptions to this policy are expected to be infrequent and any exceptions must be approved in writing by the Sr. Vice President of Senior Living and the director of HR. Written justification for the exception must be submitted to the HR director prior to any employment decisions and a written response will be provided within ten (10) business days. The Company reserves the right to apply this policy to situations where there is the potential for conflict, undue distraction, or perceptions of unfair advantage because of the relationship between employees, even if no direct reporting relationship or authority is involved.

In situations where both employees continue to be employed with HHHunt, these employees are reminded that their conduct during working hours and within the working environment must always be professional and appropriate for a business

setting. In the event the conduct of either party does not remain professional or creates substantive and ongoing distractions or other negative impacts in the work environment or for other employees, the Company reserves the right to take appropriate action, up to and including termination.

We encourage you to contact your supervisor or the Executive Director if you have questions.

### **RE-EMPLOYMENT**

Former employees who had a good job performance record with regard to quality of work, good attendance/tardy record, and also gave and worked a proper notice of resignation, may be eligible for re-hire and consideration for employment for future vacancies. Employees re-hired or offered employment by HHHunt within thirty (30) days of termination date (last date worked) will be reinstated with original date of hire. If an employee is rehired, he or she will have to undergo drug testing and a criminal background check. Former employees terminated for cause or who resigned without notice will not be eligible for re-employment unless there were unavoidable circumstances requiring the resignation.

### **INTRODUCTORY/INITIAL EVALUATION PERIOD**

When joining the Company, you will be considered in an introductory evaluation period for the first 90 days of employment to assess your ability, potential, and future with the Company. This period gives us time to become acquainted and to evaluate your suitability for employment. Your supervisor will evaluate your progress, giving consideration to your overall work performance; the quality of work, efficiency, attendance record, attitude, ability to work and cooperate with other employees, residents, and visitors, and other factors related to your ability to do the job.

Under certain circumstances an extension of the introductory evaluation period may occur. At the Company's sole discretion during this period, an introductory employee may be disciplined, transferred to another department or have his or her employment terminated.

During this period, the employee has the opportunity to determine whether or not the Company is the place for him/her. If during, or at the conclusion of the 90 day period, either the Company or the employee believes that employment should not continue, separation from employment will follow immediately. An introductory employee has no seniority rights over other introductory employees, and remains an at-will employee at all times. The successful completion of the introductory evaluation period is not a contract of employment, a guarantee of continued employment, nor does it change the "at-will" status of employment.

## **PERFORMANCE EVALUATIONS**

All employees will receive an annual performance evaluation. Performance evaluations will be conducted by your supervisor. Special emphasis will be given in the following areas: attendance, quality of work, quantity of work, ability to work with others and to follow instructions, past disciplinary record, if any, and other work-related factors. Receiving a performance evaluation or receiving a particular rating on a performance evaluation will not automatically generate an increase in pay. Performance evaluations will become a part of your permanent personnel record.

## **PROMOTIONS/TRANSFERS**

Outstanding work performance can lead to greater opportunities for you as employees are promoted on the basis of merit. Consideration for advancement is given for such factors as qualifications for the job, length of service, work performance, attitude, and other pertinent factors to fulfill the requirements and specifications of the job.

When circumstances permit, transfers to other HHHunt communities may be arranged at the employee's and/or Company's request. Employees requesting transfer should submit their request to his or her immediate supervisor in writing, who will refer the request to the Executive Director. The Executive Director will forward the request, along with a copy of your personnel records, to the Executive Director of the community where you would like to transfer. If your transfer is approved by the Company, employment matters such as length of service, benefits, and pay will be discussed with you by your new Executive Director.

If you transfer to another HHHunt community within thirty (30) days of leaving the original community, you will receive credit for past service with the Company. However, wage structures may vary from community to community, based on geographic or economic conditions in the new location.

## **DRESS CODE POLICY**

All HHHunt Senior Living employees are expected at all times to present a professional, businesslike image to residents, customers, prospects, and the public. Acceptable personal appearance is an ongoing expectation of employment with HHHunt. Supervising managers are expected to administer this policy in a fair and equitable manner and to advise employees upon hire of any special dress, grooming, or hygiene standards at their community.

Employees will be provided with guidelines on dress, grooming, and personal hygiene appropriate to their work situation that will portray a professional impression of all HHHunt employees. Radical departures from conventional dress or personal grooming and hygiene standards are not permitted.

Employees must comply with the following personal appearance standards:

1. Administrative employees and employees that have consistent contact with the public and residents are expected to dress in a manner that is normally acceptable in similar business establishments. Employees may not wear suggestive attire, jeans, athletic clothing, t-shirts, novelty buttons, hats, headwear, and similar items of casual attire that do not present a businesslike appearance.
2. Hair should be clean, combed, and neatly trimmed or arranged. Shaggy unkempt hair is not permissible regardless of the length.
3. Sideburns, mustaches, and beards should be neatly trimmed.
4. Tattoos that allude to or otherwise depict images or words of obscenity, hate, violence, alcohol, tobacco, drugs or sex may not be visible during work hours.
5. Body piercings and jewelry or other items used with body piercings (other than regular earrings, limited to two pairs) may not be visible or used during work hours. This restriction specifically applies to items such as gauges and bars used with body piercings.
6. For safety reasons, employees working in service oriented situations are required to wear enclosed footwear with non-skid soles. Open footwear, such as sandals, and flip-flops, must not be worn if employed in direct resident service areas and food service areas.
7. Employees must limit cosmetics, jewelry, and length of fingernails not only for safety and hygiene purposes, but also in consideration of residents.
8. Direct care staff are to wear a community designated top with color coordinated pants. Food service, housekeeping, and maintenance are to wear the Company designated clothing. No blue jean material or sweat pants allowed unless approved by management.
9. All employees are required to wear name tags. If lost, employees may be charged a replacement fee.
10. At its discretion, HHHunt may allow employees to occasionally dress in a more casual fashion than is normally required. On these occasions, employees are still expected to present a neat, professional, businesslike image.

HHHunt is confident that employees will use their best judgment in following this policy. Your community may have additional dress code guidelines. Failure to abide by the guidelines of this policy or your community's guidelines may lead to corrective action, up to and including termination.

## IV. WORK SCHEDULE

The community does not guarantee any specific hours of work per day, per week, etc. The work schedule will be based on resident needs. Your supervisor will advise you of the time your shift begins and ends.

Work schedules are normally posted at least one week in advance for your convenience. In some cases, the Executive Director or your supervisor may change the schedule and will notify you accordingly. All employees, as a matter of practice, should check the work schedule for changes. Employees are not permitted to exchange "off days" or change the work schedule without approval from their supervisor. Requests for days off should be in writing and given to your supervisor at least two (2) weeks prior to the posting of the work schedule. Exchange requests for days off must be signed by both employees and given to the supervisor for approval.

## CONFLICT OF INTEREST

Employees may be employed elsewhere as long as they meet the performance standards of their job with the Company. All employees will be judged by the same performance standards and will be subject to the Company's scheduling demands, regardless of any existing outside work requirements.

If the Company determines that an employee's outside work interferes with performance or the ability to meet the requirements of the Company, as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with the Company. Outside employment that constitutes a conflict of interest is prohibited.

Employees may *not* contract to provide individual private duty services to residents of the community.

## MEAL PERIODS

Normally, unpaid meal periods are scheduled for one half-hour. Your meal period will be assigned by your supervisor. Whether you leave or remain on the premises during the meal period, you are required to clock out and clock in at the beginning and end of your designated meal period.

Employees working a continuous 6 hours must take a 30-minute unpaid meal break unless otherwise approved by your supervisor. Employees who work during 3<sup>rd</sup> shift may leave their workstations, but are required to stay in the building unless their supervisor approves otherwise.

If it becomes necessary for you to change or alter your assigned meal period, you must notify your supervisor for approval. Also, if it becomes necessary for you to return to work and interrupt your meal period, you are to take a full uninterrupted meal period or be paid for the entire meal period. A missed punch form must be completed by you and your supervisor if a meal break is interrupted.

## REST PERIODS

Whenever possible, you will receive paid rest periods, based on the following guidelines:

- Full-time employees: Two (2) paid ten (10) minute rest periods during each shift.
- Part-time employees: (working four or more hours, but less than full shift): One (1) paid ten (10) minute rest period during shift.

Rest periods may not be taken at the beginning or end of a normal shift and may not be carried over to your next shift. Your supervisor will assign the time of your rest period. If it becomes necessary for you to change or alter your assigned rest period, you must notify your supervisor for approval. When circumstances require, such as a heavy workload due to staff shortages, etc., you may be asked to work through your rest period. Every effort will be made to accommodate rest periods. Please remember, the care of our residents is our primary concern.

Employees who smoke are not given additional breaks during the workday. Smoking is limited to periods of normal work breaks and meal periods, in designated areas outside of the building.

## ACCOMMODATION OF NURSING MOTHERS

HHHunt aims to accommodate all employees who are nursing mothers by providing a private space and a reasonable break time to express milk as needed. If you are or plan to become a nursing mother, please contact your Executive Director so that appropriate arrangements can be made to accommodate this need.

## ATTENDANCE

While we understand that absences will occur, our primary focus must be the continuous service of our residents. Failure to report to work as scheduled and on time compromises our service and places an additional burden on your coworkers. ***Attendance and punctuality are a crucial part of your work performance.***

Schedule Changes: Any schedule change with another team member must be documented in writing and signed by both parties. This type of shift exchange must not create overtime for either team member, unless approved by your supervisor.

Scheduled Absences: When you know in advance that you must be off from work, schedule the day with your supervisor. Scheduled absences should be approved at least two (2) weeks in advance.

Unscheduled Absences: When it is not possible to pre-schedule an absence in advance, you must call your supervisor as early as possible, but no less than two (2) hours before the beginning of your shift, giving the reason for your absence. Leaving a voice message or sending a text message is not acceptable notification.

The employee must be the one to make the call unless you are unable to call or come to work due to circumstances beyond your control. If continued absence is necessary, you are expected to contact your supervisor on a daily basis. If you are out of work due to illness for more than three (3) consecutive days, you must present a medical practitioner's certification to your supervisor upon your return to work. For shorter unscheduled absences due to illness, the community may require a physician's certificate. When calling out, your supervisor may require you to arrange coverage for the shift you will miss.

Excessive Unscheduled Absences: Excessive unscheduled absenteeism will not be tolerated. Disciplinary action will be taken up to and including termination. Please understand, even with a physician's note, your history of unscheduled absences and attendance can result in disciplinary action.

2 episodes in a rolling 12 month period	Verbal Warning
3 episodes in a rolling 12 month period	Written Warning
5 episodes in a rolling 12 month period	Final Warning
6 episodes in a rolling 12 month period	Termination

Multi-day unscheduled absences count as one episode. Episodes expire 12 months from the date of incident. Although occurrences will roll off an employee's record after 12 months, habitual offenders (those who have established a pattern of unscheduled absences or routinely calling off on Mondays, Fridays or weekends) may trigger discipline even though old infractions have fallen off.

Weekend Absences: Due to reduced staff in the community on weekends, weekend absences are discouraged. If you have an absence on your scheduled weekend you may be required to work the following weekend.

Tardiness: Failure to clock in or sign in by the start of your shift will be considered tardiness. Three tardies in a rolling 30 day period may result in disciplinary action.

Family and Medical Leave Act: Absences due to qualified leave under the Family and Medical Leave Act (FMLA) will not be counted against an employee's attendance record. Medical documentation within the guidelines of the FMLA may be required.

No Call/No Show: A no-call, no-show will be considered a voluntary resignation unless you were unable to call or come to work due to circumstances beyond your control.

### **SEVERE WEATHER POLICY**

The nature of our business and mission requires that all staff members report to work regardless of weather, natural disaster, or other emergencies. Resident care cannot suffer, so we must have the staff working as scheduled to ensure that care is provided. To that end, all staff members are considered essential personnel unless otherwise notified and must follow this policy.

Each employee is responsible to report to work as scheduled, unless the Executive Director or the Resident Care Coordinator has approved their absence. Call-outs will not be tolerated. If you have any questions, directly contact your Executive Director for clarification as communities may have provisions for alternate transportation during severe weather.

Employees may be required to work an additional shift or make-up a missed shift. Employees are required to stay on duty until they are relieved of their duties. Failure to report, make-up, spend the night or remain on duty as requested by management will be treated as unexcused and may result in disciplinary action up to and including termination.

Work missed without the approval of the Executive Director or Resident Care Coordinator because of weather related problems will be without pay. Paid time, such as sick and vacation cannot be used to make up for time missed during severe weather.



## V. PAY

### PAYDAY

HHHunt employees are paid on a bi-weekly basis (every two weeks) with checks issued every other Friday. The payroll period is two (2) consecutive work weeks, beginning on the first shift Sunday and ending two (2) weeks later, at the end of third shift Saturday. You will be paid for all hours recorded and approved by your supervisor, on the next scheduled payday.

If your paycheck is lost, report it to your supervisor or the Executive Director immediately. Should you want someone else to pick up your paycheck (relative or friend), you must provide written authorization, in advance, or your check will not be released.

We reserve the right to change payday and payroll practices with appropriate advance notice to employees.

### DIRECT DEPOSIT

You may elect to have your pay deposited into your bank account versus receiving a paper check. HHHunt strongly encourages the use of direct deposit, as it reduces the chance for your pay to get delayed or misplaced.

Your paycheck may be deposited directly into your checking or savings account at the financial institutions(s) of your choice. You may have your check allocated to as many as four accounts in the same or different bank(s). There is no cost to you for using direct deposit.

You may elect to receive your direct deposit advice via electronic self service. You may view and print your pay statements at any time in UltiPro.

### PAYCHECK ERRORS

Every precaution is taken to avoid errors in your paycheck. If you believe a mistake was made, notify your supervisor, the Business Office Manager or the Executive Director immediately. Necessary adjustments will be made on the next regularly scheduled payday.

### TIME RECORD

Your time record provides the basis for payroll calculations. It is your bill to the community for your services. Failure to properly record your time may result in errors on your paycheck. Please observe and follow the procedures listed below:

1. Each employee is responsible for clocking IN and OUT. No one may clock IN or OUT for another employee.
2. Any additions, corrections or other changes to your time must be made and initialed by you and your supervisor or the Executive Director. A punch correction form may be utilized.

3. You may not clock IN any earlier than seven (7) minutes before your scheduled starting time, nor clock OUT more than seven (7) minutes after your scheduled ending time. *Permission to start work before or after your scheduled time must be obtained, in advance, from your supervisor. If permission is granted, your supervisor must initial your time record or a punch correction form initiated by the employee.*
4. You must clock OUT and IN for meal periods.
5. You must obtain permission from your direct supervisor or the Executive Director before clocking OUT and leaving the community for personal reasons.
6. You are to review for omissions or errors, then sign your time record bi-weekly unless otherwise instructed by your supervisor or the Executive Director.
7. Failure to follow the above procedures may result in corrective action up to, and including, termination.

### PAYROLL DEDUCTIONS

Required standard deductions will be taken from your paycheck according to state and federal laws.

The Company does not withhold deductions for unpaid or outstanding debts unless court ordered.

Employees may elect, on a voluntary basis, to have additional payroll deductions to include, but not limited to, the following Company-approved programs:

1. Health/Life/Dental Insurance
2. 401k Retirement Plan
3. Flexible Spending
4. Ancillary Voluntary Benefits

### POLICY ON DEDUCTIONS FROM PAY

**Non-Exempt Employees** will be paid only for actual hours worked unless they receive benefits under the Company's paid vacation, sick, or disability policies.

**Exempt Employees** are paid on a salary basis and have certain exempt duties and, in general, must be paid their full salary for any week in which they perform work. Their pay may be reduced only in the following circumstances:

1. Employees who are absent for at least a full day because of sickness or disability may not be paid for that day unless they have earned benefits under the Company's vacation, sick leave or disability policy. Their pay will not be reduced if they are absent for less than a full day because of sickness or disability, but such absence may be charged against their paid leave benefits.

2. Employees who take leave under the Family and Medical Leave Act will not be paid for time unless they have earned benefits under the Company's vacation, sick or disability policy. Their pay will be reduced by the hours missed even if it is less than a full day.
3. Employees who are absent from work for at least a full day for personal reasons other than sickness or disability will not be paid for that day. If an employee is absent for less than a full day for personal reasons, his or her pay will not be reduced, but such absence may be charged against their earned paid leave benefits.
4. Employees who are absent from work for jury duty, attendance as a witness at a trial, or a temporary military leave may have their pay reduced by the amount of payment they receive in the form of jury fees, witness fees, or military pay. Their pay will not be reduced by the number of hours or days they are absent from work unless they perform no work in a given week.
5. If an employee violates a safety rule of major significance, his or her pay may be reduced in an amount to be determined by the Company as a penalty for that violation.
6. Employees may be suspended without pay for other types of workplace misconduct, but only in full day increments. Their pay will be reduced in an amount that is proportionate to the number of days suspended.
7. Employees who work less than 40 hours during their first or last week of employment will be paid a proportionate part of their full salary for the time actually worked.

It is our policy to comply with salary basis requirements of the Fair Labor Standards Act (FLSA) and all United States Department of Labor regulations promulgated under the FLSA. Therefore, we prohibit all Company managers from making improper deductions from the salaries of exempt employees. We want employees to be aware of this policy and that the Company does not allow deductions that violate the FLSA.

If you feel your pay has been improperly deducted, you should immediately report this information to the Executive Director or the Regional or Area Director. All questions regarding pay deductions will be investigated and any necessary corrections will be made promptly. The Company also will make a good faith commitment to correct any internal policies or procedures that may have resulted in the improper deduction so that the Company will be in full compliance with the FLSA. No employee will be retaliated against for raising pay deduction questions in good faith.

## **OVERTIME**

The care and needs of our residents will sometimes necessitate scheduling overtime work. You may occasionally be requested to work overtime. A reasonable amount of overtime, when necessary, is expected from employees. The community will make every effort to give advance notice to the affected employee(s).

If you are an hourly paid (non-exempt) employee, you will be eligible to receive overtime pay for all hours actually worked over forty (40) hours in one (1) work week. The work week begins on Sunday and ends on Saturday. Approved paid absences, including but not limited to sick leave, vacation leave, holiday leave, FMLA, military leave, jury duty, and funeral/bereavement leave, are not counted as time worked for purposes of computing overtime. As a matter of policy, exempt employees are not eligible for "overtime" or "comp" time.

Overtime is paid at one and one-half (1-1/2) times your highest base hourly rate of pay. All overtime must be approved in advance by your shift supervisor, department manager or the Executive Director. In the case of emergency situations due to a catastrophic event or severe weather conditions, you may be required to work overtime or an extra shift until such time as your replacement has relieved you. In such cases, the community expects your full cooperation by remaining at your job until your supervisor has approved and scheduled your replacement.

## **PAYROLL ADVANCES**

HHHunt does not grant payroll advances or loans to employees.

## **FINAL PAY**

Terminated employees shall receive pay through their last day worked per the Company payroll schedule. Final pay check, when electronic advice has not been elected, may be mailed to the employee's last known mailing address.

## **VI. EMPLOYEE BENEFITS**

Our benefits program represents a significant investment to provide you and your family comprehensive protection and security. It is made possible by the Company's success, which is, and will continue to be, the direct result of the efforts and dedication of each of you.

You can measure the value of many of your benefits in "dollars and cents" terms by noting what it costs the Company to provide these benefits to you. If you were to buy equivalent benefit plans, the cost to you as a private individual would be far greater. These benefits are also our way of showing that we care about your personal and professional well-being.

### **EMPLOYEE BENEFITS INFORMATION**

Benefits and Human Resources related information is available to HHHunt employees on the Company's intranet, EagleNet, <http://eaglenet.hhhunt.com>. The benefits area includes detailed benefits information, as well as carrier booklets, forms and frequently asked questions. Current benefits enrollment information can be found in the "Myself" section of our HR information system, UltiPro, <http://e23.ultipro.com>.

### **BENEFITS PHILOSOPHY**

HHHunt strives to provide our employees with a quality, competitive benefits package.

Management periodically reviews and compares available benefit options in order to provide the best coverage and price to employees. Therefore, available options may periodically change.

### **ACA HEALTHCARE ELIGIBILITY**

Part-time and casual employees working variable hours, who work at least an average of thirty (30) hours per week during an established measurement period (either New Hire Measurement period or Ongoing Measurement period), will be eligible for health insurance coverage in compliance with current ACA regulations.

### **BENEFITS ELIGIBILITY**

Employee eligibility for benefits is determined according to the employee's status as outlined in the following table. For some benefits there is a waiting period before coverage begins.

Part-time employees changing to full-time status receive the opportunity to enroll in most benefits the first of the month following the status change, if they have already completed 60 days of continuous service. To be eligible to enroll in the health coverage, short-term disability and long-term disability, they will need to complete 60 days of continuous employment in the full time

employment status, unless already enrolled in the health coverage as an ACA qualifying enrollee.

Casual and temporary status employees will need to complete 60 continuous days of employment in either part-time and/or full-time status to be eligible to enroll in benefits.

Employee Classification	Full-time Regular	Part-time Regular	Casual	Temporary/ Seasonal
Definition	35 hours per week	20 – 35 hours per week	Less than 20 hours per week	Specific period
Direct Deposit	Yes	Yes	Yes	Yes
401k Savings & Retirement	Yes <sup>1</sup>	Yes <sup>1</sup>	Yes <sup>1</sup>	Yes <sup>1</sup>
Employee Assistance (EAP)	Yes	Yes	Yes	Yes
Disability Insurance	Yes <sup>2</sup>	No	No	No
Medical Insurance	Yes <sup>2</sup>	3	3	3
Dental Insurance	Yes <sup>2</sup>	Yes <sup>2</sup>	No	No
Flexible Spending Accounts	Yes <sup>2</sup>	Yes <sup>2</sup>	No	No
Life Insurance	Yes <sup>2</sup>	Yes <sup>2</sup>	No	No
Vacation	Yes <sup>4</sup>	No	No	No
Sick Leave	Yes <sup>4</sup>	No	No	No
Holidays	Yes <sup>5</sup>	No	No	No
Floating Holiday	Yes <sup>6</sup>	No	No	No
Service Awards	Yes	Yes	No	No
Educational Assistance	Yes <sup>5</sup>	Yes <sup>5</sup>	No	No
Adoption Assistance	Yes <sup>6</sup>	No	No	No
Workers' Compensation	Yes	Yes	Yes	Yes
Jury Duty Pay	Yes	Yes	Yes	Yes
Bereavement Pay	Yes	Yes	Yes	Yes
1. 1 <sup>st</sup> of month after 60 days of continuous employment; must be 21 years of age 2. 1 <sup>st</sup> of month after 60 days of eligible status employment 3. Refer to ACA Healthcare Eligibility section 4. Refer to schedule in policy 5. 1 <sup>st</sup> of month after 90 days of eligible status employment 6. After completion of one year of full time employment				

***Disclaimer:*** The benefits outlined above are subject to change.

## HOLIDAYS

Regular full-time employees will be eligible for holidays after ninety (90) calendar days of continuous service, based on the following schedule:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Floating Holiday (after one year of service)

The Executive Director will follow corporate holiday guidelines.

If you are scheduled to work on a holiday, you will receive pay for the holiday plus your regular pay, **or**, receive an additional day off as your holiday, to be taken within the same pay period as the holiday. You will receive eight (8) hours holiday pay at your base hourly rate of pay.

To be eligible for regular or floating holiday pay, you must work your last scheduled day before the holiday and return to work your first scheduled workday after the holiday. If you are scheduled to work the holiday, you must work the holiday in order to receive your holiday pay. Regular or floating holidays are to be taken during each eligible year (calendar year) and may not be carried over from year to year. Your supervisor will make every reasonable effort to spread the responsibility of working holidays evenly to all employees throughout the year.

Full-time employees who work on a holiday and are still in their 90 day waiting period for holiday pay will receive one and one-half times (1-1/2) their base hourly wage. Part-time, casual and temporary employees who work on a holiday will be paid one and one-half times (1-1/2) their base hourly wage.

## FLOATING HOLIDAY

Regular full-time employees earn their first employee designated floating holiday after one year of full-time employment. The floating holiday may be used for the employee's birthday or another day of the employee's choice but may not be scheduled in association with another Company holiday and must be pre-approved and scheduled with your supervisor.

Part-time, casual and temporary employees who are transferred to regular full-time will have a one (1) year waiting period before earning a floating holiday.

## VACATION

HHHunt management recognizes the fact that all employees need and deserve some time away from their jobs to relax, both mentally and physically. Vacations are vital to personal health and well-being and are therefore an integral part of the organization's benefits program.

Vacation time will be awarded on January 1 of each year in accordance with the following schedule, based on full-time, continuous service:

- 1 year to 3 years inclusive – 2 weeks (10 days)
- 4 years to 6 years inclusive – 2 weeks and 3 days (13 Days)
- 7 years to 14 years inclusive – 3 weeks (15 days)
- 15 years and over – 4 weeks (20 days)

For any new hire or an employee that moves from part-time to full-time, vacation time will be awarded on a pro-rated basis as follows:

- Made full time/employed between **January 1 and March 31:**  
75% of first year entitlement
- Made full time/employed between **April 1 and June 30:**  
50% of first year entitlement
- Made full time/employed between **July 1 and September 30:**  
25% of first year entitlement
- *There is no pro-ration for an employee who starts, or is made full-time, after September 30.*

Up-to-date records of each employee's vacation (used/awarded) is maintained in UltiPro.

Notes:

1. An employee's awarded vacation time may be taken after an initial 90 days full-time service. However, approval of vacation time will be at management discretion based upon scheduling and departmental requirements.
2. An employee has until the end of the calendar year in which vacation is awarded to use it. Any unused vacation will be lost.
3. HHHunt does not pay for, and will not carry over, unused vacation time except as described in notes 7 and 8 below.
4. It is the employee's responsibility to see that his/her supervisor is given advance notice of his/her vacation schedule. Requests should be submitted to the supervisor as soon as they are known so that schedules may be set up to avoid conflicts. Management will give final approval of the vacation request according to the policy and needs of the community. Once the schedule has been approved, an employee must notify his/her supervisor if there is a change in the request. If a scheduling conflict occurs (e.g. two persons requesting the same vacation period), it is up to management's discretion to approve time off based on reasons such as, but not limited to, the timeliness of the request, the circumstances surrounding the request and the business requirements of the community.



5. Based on HHHunt's operating schedule (in connection with peak work periods), management reserves the right to designate certain periods throughout the year when vacations may/may not be taken.
6. Vacation time may not be used as an employee's last day or days of work.
7. In extreme circumstances, if requested vacation is denied due to operational requirements of the Company, there is documented evidence of the denial, and there has been no other opportunity to use vacation time, then management may allow the carry over of vacation time. Documented evidence generally consists of the initial written request for vacation and the written denial of that request from management (e-mail, etc.). Any requests for carry over of vacation time must have the approval of 2 levels of management.
8. If an employee is terminated for cause, any unused leave will be forfeited. If an employee *with at least one-year full-time service* terminates employment for any reason other than discharge for cause, and where appropriate notice (thirty (30) days for management employees and two (2) weeks for all other employees) is given and worked, the employee will be paid for vacation time that has been awarded, but not taken, per the following schedule:
  - Termination of employment between **January 1 and March 31**:  
no payout of current year award
  - Termination of employment between **April 1 and June 30**:  
25% of current year award
  - Termination of employment between **July 1 and September 30**:  
50% of current year award
  - Termination of employment between **October 1 and December 31**:  
75% of current year award

## SICK LEAVE

Sick leave is an assurance that you will have your regular income when, because of personal illness, you are unable to work. Full-time employees are awarded 10 days sick leave on January 1 each year. In addition, employees may carry over to the next year a maximum 10 days unused sick leave. Therefore, sick leave in any one year can never exceed 20 days. Any sick leave in excess of 10 days that is not used at the end of a calendar year will be lost.

For any new hire or an employee that moves from part-time to full-time, sick leave will be granted on a pro-rated basis as follows:

- Made full time/employed between **January 1 and March 31**:  
75% of first year entitlement
- Made full time/employed between **April 1 and June 30**:  
50% of first year entitlement

- Made full time/employed between **July 1 and September 30:**  
25% of first year entitlement
- *There is no pro-ration for an employee who starts, or is made full-time, after September 30.*

In order to receive sick leave benefits, it is your responsibility to notify your supervisor daily (no later than two hours before your scheduled shift) of any illness preventing job attendance. If you are ill for more than three consecutive days, a medical practitioner's certification **must** be presented to your supervisor upon your return to work.

All sick leave is forfeited and will not be paid upon resignation or termination. **REMEMBER: Sick leave is a privilege; please do not abuse it.** If overuse or misuse of sick leave is questioned, the Executive Director may request (at any time) a medical practitioner's certification and may deny the use of sick leave. Short-Term Disability insurance does not take effect until after the seventh calendar day you are absent from work; therefore, you should try to reserve sick leave for the initial time you are out.

Up-to-date records of each employee's sick leave (used/awarded) is maintained in UltiPro. If an extended absence from work is necessitated by accident or illness, full-time employees may use disability income (provided under HHHunt's group short-term disability plan).

### **FAMILY AND MEDICAL LEAVE (FMLA)**

HHHunt is covered under the federal Family and Medical Leave Act ("FMLA") and complies with all FMLA requirements. The FMLA provides eligible employees up to 12 weeks of unpaid leave in a 12-month period for the reasons enumerated below, except that the employee may take up to 26 weeks of leave in a single 12-month period to care for a covered service member with a serious illness or injury incurred in the line of duty. The leave may be paid, unpaid or a combination of paid and unpaid, depending upon the circumstances and as specified in this policy.

**Eligibility Requirements:** To be eligible for FMLA leave, the employee must have completed twelve (12) months of total service with HHHunt and have worked at least one thousand two hundred fifty (1,250) hours in the twelve (12) months prior to taking the leave. Hours of work will be determined according to the principles established in the Fair Labor Standards Act for determining compensable hours.

**Reasons for Taking FMLA Leave:** Eligible employees may take Family and Medical Leave for one or more of the following reasons:

- a. The birth of the employee's child or to care for such child;
- b. A child's placement with the employee for adoption or foster care (requires legal action);

- c. To care for an employee's spouse, child, or parent (but not parents-in-law) who has a serious health condition (includes a child 18 years of age or over who is incapable of self-care because of a mental or physical disability);
- d. The employee's own serious health condition that prevents the employee from performing the essential functions of the job;
- e. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military service member on active duty (or has been notified of an impending federal call or order to active duty) in support of a contingency operation or is being deployed to a foreign country as a member of the Regular Armed Forces; or
- f. To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member.

Leave for birth or placement of an adopted or foster child must be taken within twelve (12) months of the birth or placement.

Leave for a serious health condition means an illness, injury, impairment of physical or mental condition that involves inpatient care or continuing treatment by a health care provider.

Employees are eligible to take FMLA leave because of a qualifying exigency when the covered military member in the Regular Armed Forces is under a call or order to active duty during deployment of the member to a foreign country; or is on covered active duty or call to active duty status during deployment of the member to a foreign country under a federal call or order to active duty in support of a contingency operation described below as either a member of the reserve components (Army National Guard of the United States, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard of the United States, Air Force Reserve and Coast Guard Reserve) or a retired member of the Regular Armed Forces or Reserve. An employee whose family member is on covered active duty during deployment of the member to a foreign country as a member of a regular component of the Armed Forces is also eligible to take leave because of a qualifying exigency. Leave for a qualifying exigency that otherwise meets the requirements of the FMLA may be taken for the following purposes: short-notice deployment; military events and related activities; childcare and school activities; financial and legal arrangements; counseling; rest and recuperation; post-deployment activities; and additional activities to which HHHunt and the employee agree.

Covered service member caregiver leave is available for the eligible employees to care for (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is in outpatient status, or is on the temporary disability retired list, and (2) a veteran undergoing medical treatment, recuperation, or therapy for a

serious injury or illness and who was a member of the Armed Forces (including the National Guard or Reserves) at any time during the five years preceding the date on which the veteran undergoes treatment. Such care must relate to a serious injury or illness incurred in the line of duty on active duty or, in the case of a veteran, which existed before the beginning of the military service and was aggravated by service in the line of duty on active duty in the Armed Forces that renders the service member medically unfit to perform the duties of his or her office, grade, rank, or rating. "Next of kin" of a covered service member is defined as the nearest blood relative (other than the spouse, son, daughter, or parent) in the following order: blood relatives who have been granted legal custody, brothers and sisters, grandparents, aunts and uncles and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

**Amount of Leave:** Spouses employed by HHHunt are entitled to a combined total of 12 weeks of Family and Medical Leave for the birth, adoption or foster care placement of a child or to care for a parent with a serious health condition. Spouses remain eligible to take FMLA leave individually for other FMLA-qualifying reasons for the time that remains out of the original 12-week leave designation.

Leave to care for a covered service member with a serious injury or illness may extend to up to 26 weeks in a single 12-month period. The "single 12-month period" begins from the date an employee first uses FMLA leave to care for the covered service member. During the "single 12-month period" an employee's FMLA leave entitlement is limited to a combined total of 26 workweeks of FMLA leave for any qualifying reason.

**Requesting Leave and Employee Notifications Before and During Leave:** Employees must provide HHHunt at least 30 days' advance notice before FMLA leave is to begin if the need for the leave is foreseeable based on an expected birth, placement of adoption or foster care, planned medical treatment for a serious health condition of the employee or of a family member, or the planned medical treatment for a serious injury or illness of a covered service member. If 30 days' notice is not practicable, notice must be given as soon as possible and practical. If the leave is for planned medical treatment and will be taken on an intermittent basis or by a reduced schedule, the employee is expected to schedule the treatment so as to create minimum disruption for the Company. An employee shall provide at least verbal notice sufficient to make the Company aware of his/her need for an FMLA qualifying leave, and the anticipated timing and duration.

For foreseeable leave due to a qualifying exigency, the employee must provide notice as soon as practicable, regardless of how far in advance such leave is foreseeable.

Absent unusual circumstances, employees must follow HHHunt's usual customary call-in procedures for calling in absences and requesting leave.

During FMLA leave, employees must keep their Executive Director informed of the estimated duration of leave and their intended date to return from leave. If employees need to take more or less FMLA leave than originally anticipated while on leave, they must notify HHHunt within two business days.

**Certification:** Employees requesting leave for a seriously ill spouse, son, daughter, or parent, or due to their own serious health condition, may be required to support the need for leave by providing certification from an approved health care provider on forms approved by HHHunt.

Employees requesting leave to care for an injured or ill service member must submit a certification providing sufficient facts to support the request for leave including certification from an authorized healthcare provider, which includes United States Department of Defense and Department of Veterans Affairs health care providers, among others.

For qualifying exigency leaves, employees must furnish copies of the covered military member's active duty orders or other documentation showing that the covered military member is on active duty or call to active duty status in support of a contingency operation or is being deployed to a foreign country, and the dates of the covered military member's active duty status. The employee must also submit a certification regarding the qualifying exigency for which FMLA leave is requested.

Employees may also be required to furnish HHHunt with periodic reports or recertification during their Family and Medical Leave. We will advise you of such requirements in your Family and Medical Leave Notice and Designation Form.

Matters not specifically covered in this policy will be controlled by the provisions of the FMLA. The appropriate certification forms for all types of FMLA leaves may be obtained from your supervisor and/or business office manager. Information and forms are also located in the Benefits section on EagleNet.

**Substitution of Accrued Vacation and Sick Leave:** Full-time employees may substitute all accrued and unused vacation or sick leave for FMLA unpaid leave. Employees must comply with HHHunt's Vacation and Sick Leave policies when such leave is substituted for unpaid FMLA leave. Employees who do not meet HHHunt's requirements for vacation and sick leave are still eligible to take unpaid FMLA leave. An employee's accrued vacation and sick leave will not be substituted for leave taken pursuant to a paid disability leave plan or a workers' compensation leave.

**Counting Other Leave Against FMLA Leave:** If an employee takes leave, paid or unpaid, which qualifies as FMLA leave, HHHunt will, consistent with the Act and applicable regulations, designate all or some portion of the leave as FMLA leave and count it against the employee's total leave entitlement. A workers' compensation leave will also be designated as FMLA leave and count against the employee's FMLA leave entitlement.

**Intermittent or Reduced Leave:** FMLA permits eligible employees to take leave intermittently or on a reduced leave schedule under certain conditions. Intermittent leave can be taken for the birth or placement of a child only if HHHunt agrees to such an arrangement. Leave for a serious health condition (for either the employee or an eligible family member) or to care for a covered service member with a serious injury or illness can be taken intermittently or on a reduced leave schedule if there is a medical need for such leave and the medical need is best accommodated through an intermittent or reduced leave schedule. Leave due to a qualifying exigency may also be taken on an intermittent or reduced leave schedule basis. Employees must make a reasonable effort to schedule any foreseeable leave so as not to disrupt HHHunt's operations.

When an employee requests intermittent or reduced leave, they may be required to provide medical certification of Family and Medical Leave eligibility at least every twelve (12) months to continue intermittent or reduced leave. It is the employee's responsibility to request the appropriate medical certification form.

If an employee requests intermittent leave or a reduced work schedule that is foreseeable based on planned medical treatment, HHHunt may require the employee to transfer temporarily to an available alternative position with equivalent pay and benefits if the employee is qualified for the position and it better accommodates recurring periods of leave than the employee's regular job. An alternative position for these purposes does not have to have equivalent duties.

The following methods will be used to determine the amount of leave taken under reduced or intermittent schedules:

1. If an employee takes leave on an intermittent or reduced leave schedule, only the amount of leave actually taken will be counted toward the 12 weeks of leave to which an employee is entitled. For example, if an employee who normally works five days a week takes off one day, the employee would use one-fifth (1/5) of a week of Family and Medical Leave.
2. Where an employee normally works a part-time schedule or variable hours, the amount of leave to which an employee is entitled will be determined on a pro rata or proportional basis by comparing the new schedule with the employee's normal schedule. For example, if an employee who normally works 30 hours per week works only 20 hours a week under a reduced leave schedule, the employee's ten hours of leave would constitute one-third (1/3) of a week of Family and Medical Leave for each week the employee works the reduced leave schedule.
3. If HHHunt has made a permanent or long-term change in the employee's schedule (for reasons other than Family and Medical Leave), the hours worked under the new schedule will be used for making this calculation.

4. If an employee's schedule varies from week to week, a weekly average of the hours worked over the twelve (12) months prior to the beginning of the FMLA leave period will be used for calculating the employee's leave entitlement.

**Continuation of Benefits During Leave:** Group health plan coverage and benefits will continue during the leave on the same basis as if the person had been actively at work, as follows:

1. For benefits during any paid portion of a Family and Medical Leave, employee contributions will be collected through payroll deduction.
2. For benefits during an unpaid leave, employee contributions will be paid according to HHHunt's requirements for payment by employees on "leave without pay." Employees will be required to complete a "Leave of Absence Benefit Continuation" form. You will receive specific instructions about making such contributions.
3. Employees who become more than 30 days delinquent in their benefit payments will be dropped from coverage. Coverage will be restored upon their return to work within the time frame established in FMLA.
4. If you do not return to work following Family and Medical Leave for a reason other than (1) the continuation, recurrence, or onset of a serious health condition of the employee or the employee's family member; (2) the serious injury or illness of a covered service member; or (3) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your Family and Medical Leave.

**Returning to Work:** Except as provided below, HHHunt will return employees to the same or an equivalent position and benefits if the employee returns to work after the leave. However, an employee has no greater right to restoration or to other benefits than if the employee had been continuously employed during the leave period. "Equivalent position" is defined as one with the same pay, benefits, working conditions, and status held prior to the leave.

HHHunt requires you to inform us of your intent to return to work at least two days prior to the date you intend to return to work. Prior to returning to work, the employee must present a fitness-for-duty certificate. Employees who do not return to work upon the expiration of their Family and Medical Leave will be separated from employment except for situations governed by the Americans with Disabilities Act, workers' compensation law or other applicable state law, which will be reviewed on a case-by-case basis.

Employees who are salaried and in the top ten percent (10%) highest paid employees at HHHunt are not guaranteed job restoration if it would cause substantial and grievous economic injury to HHHunt's operation. The

determination of the ten percent (10%) highest paid employees will consider all earnings.

### **ADOPTION ASSISTANCE**

HHHunt believes employees who wish to adopt deserve assistance similar to employees who have children via natural childbirth. Adoption is a way to improve our communities and enhance the life experience of our employees. Our adoption program offers up to four (4) weeks of paid time off and up to \$7,500 reimbursement for expenses toward the cost of adoption. This benefit is available to full time employees who have been with the Company for a minimum of one year. Contact Human Resources for the appropriate paperwork.

### **BEREAVEMENT PAY**

In the event of the death of an immediate family member, including step relationships, an employee will receive up to three (3) days base pay to make the necessary arrangements and/or to attend funeral services. The number of paid bereavement days is dependent upon **your** relationship to the deceased.

3-Day Maximum – Spouse, Domestic Partner, Child, Parent, or Sibling

2-Day Maximum – Mother-in-law, Father-in-law

1-Day Maximum – Grandparent, Grandchildren

Bereavement pay will be at your regular hourly base rate, not to exceed eight (8) hours a day. Paid bereavement may begin at the time of death and extend through the day after the funeral (not to exceed the allowable number of days). Any additional time required must be approved in advance by the Executive Director.

Time off for other losses is to be treated as vacation or approved unpaid time. Approval and amount of time off is at the discretion of the Executive Director to ensure proper replacement to guarantee the needs of the residents are met.

### **JURY DUTY**

We encourage you to do your duty as a citizen. If you are summoned for jury service or subpoenaed as a witness in a trial or hearing for which you are not a party at interest, show your summons to the Executive Director promptly and he or she will arrange your absence.

Employees who work other than the first shift should check with their supervisor regarding work requirements during any week or part of a week they are summoned for jury duty.

Employees selected for jury duty will be compensated with regular pay from HHHunt, based on the employee's normal schedule, during their absence. Compensation will be paid after the submission of documents showing the time served to the state. This compensation period cannot exceed ten working days



(two weeks). Absences exceeding ten working days will be taken as unpaid leave unless the employee chooses to use vacation time.

### **PERSONAL LEAVE OF ABSENCE**

This type of leave, without pay and for good cause, may be granted by HHHunt and/or the community in emergency situations, provided it does not disrupt the community. The request must be submitted in writing to your supervisor and approved by the Executive Director, in advance (whenever possible).

Reinstatement will not be guaranteed to any employee requesting personal leave. However, the Company will endeavor to place employees returning from personal leave in their former position or a position comparable in status and pay, subject to budgetary restrictions, the Company's need to fill vacancies, and its ability to find qualified temporary replacements.

### **USERRA**

If you leave the company to enter military service, you are entitled to reinstatement and all other rights in full accordance with applicable laws and regulations in effect on the date of your application for reinstatement.

All military leaves are governed by the Uniformed Services Employment and Reemployment Rights Act (USERRA). This law prohibits discrimination against persons who serve in the Armed Forces Reserve, the National Guard, or other uniformed services. Under USERRA, restoration rights are based on the duration of military service as follows:

- Less than 31 days – an employee must report back to work at the next regularly scheduled shift on the day following release from the military, safe travel home, and an eight hour rest period.
- 31 – 180 days – an employee must apply for reinstatement no later than 14 days following release.
- 181 days or more – an employee must apply for reinstatement no later than 90 days following release.
- USERRA sets a 5-year cumulative limit on the amount of military leave you can perform and retain employment rights.

Employees who enter military service may elect to continue health coverage for themselves and their eligible dependents for up to 24 months at the employee's expense. Employees who elect to continue coverage will be notified through COBRA. All other Company benefit programs are discontinued upon entry into the military service and reinstated immediately upon return to work.

Under USERRA, all pension plans in which benefits are earned for length of service are protected. Military service time will be added to Company service towards computation of length of service and vacation awards.

Contact the HHHunt Human Resources department if you have questions regarding protected rights under USERRA.

## HHHUNT'S WELLNESS PROGRAM BECAUSE IT'S HOW YOU LIVE THAT MATTERS

Mission: At HHHunt it is our mission to educate and encourage healthy behavior for all employees. We have set out to do this through our HHHunt Wellness Program: Because it's how you live that matters.

Emphasis: The emphasis is on being physically active every day, eating a nutritious diet, getting preventive screenings, and making healthy choices. We encourage employees to engage in a healthy daily routine that yields happiness, fulfillment, productivity, and a retirement free from the pain, suffering, disability, and financial burdens associated with decades of poor health and lifestyle choices.

Purpose: Health and well-being are essential parts of living and are vital to one's ability to enjoy life and contribute to the world around us. We encourage employees and their families to strengthen their physical and mental health and well-being through educational opportunities, screenings, fun wellness activities, and self-improvement. The underlying purposes of the HHHunt Wellness Program is to inform and to influence employees and their family members to take action and then to continue maintenance of positive behaviors.

Philosophy: The HHHunt Wellness Program philosophy promotes positive change in these six areas of health:

1. **Physical:** to implement positive lifestyle habits and daily physical activity
2. **Intellectual:** to use our effective intelligence to set and achieve real life goals
3. **Emotional:** to recognize and manage feelings
4. **Financial:** to develop a value-based approach to personal money management
5. **Spiritual:** to mold individual values and life goals into personal behaviors
6. **Social:** to maintain and build healthy relationships

To help fulfill our mission we have created the HHHunt Wellness Team. This team is a group of passionate volunteers from throughout HHHunt's business lines who lead the creation, implementation and coordination of wellness initiatives throughout our company. This team is assisted by a Wellness Coordinator at each location. The Wellness Coordinators are responsible for promoting and executing HHHunt wellness initiatives at their location.

### EMPLOYEE MEALS

Employee meals are available at the community for a nominal fee. Tickets may be purchased from the Business Office.

### EDUCATIONAL ASSISTANCE

HHHunt encourages life-long learning by making an educational assistance program available. The program is open to part-time and full-time employees who have been with the Company for over 90 days.

Detailed information about the program can be found on EagleNet or by talking with your Executive Director. To qualify for educational assistance, a Continuing Education Approval Form must be completed and approved by the Executive Director prior to the start of the course(s).

### **RENTAL DISCOUNT PROGRAM**

HHHunt employees, in all divisions, who lease an apartment in a HHHunt community will receive a discount in rent based on the status of their employment. Full-time employees will receive a 20% reduction in rent and part-time employees will receive a 10% reduction in rent. Discounts for employees residing in fee managed communities are subject to the policies of the owner. Employees are required to meet all rental and leasing criteria. Any employee voluntarily leaving the employ of the organization or voluntarily wishing to terminate a lease early may be responsible for the same re-rental or sublease provisions as any other resident. The employee will remain responsible for the lease until the earliest of (a) re-rental of the unit, (b) sub-lease of the unit, or (c) expiration of the original lease.

Employees must notify Management of the apartment community in which they reside if they leave the employment of HHHunt, whether through resignation or termination. Failure to do so may result in increased rental fees and charges associated with such failure to notify. In the event an employee is terminated by the organization, management may terminate the employee's lease early (subject to applicable leasing laws) after thorough review of the circumstances.

### **EMPLOYEE RECOGNITION**

**Length of Service Awards:** We recognize our employees are an integral part of our organization. Awards are presented for each five years of service (5, 10, 15, etc.). Length of service shall be continuous employment with no more than a six-month break in service.

**Division Awards:** Each year employees are selected from the HHHunt Senior Living division for Employee of the Year, Star Team Member and Team Spirit awards. Potential recipients will be considered based upon their demonstration of embracing the Company's vision, mission and values. Contributions, results and leadership in the employee's area, community, or the organization in general should be considered when nominating an employee for these special awards. This information, along with management review culminates in a selection of winners.

**Community/Regional Awards:** Each community presents additional awards to employees in recognition of superlative performance. Employees are nominated and voted on by co-workers. There is also an ongoing program which allows co-workers and family members to recognize an employee for outstanding service within each community. Employees may also be nominated for and receive awards at the regional level.

## **EMPLOYEE EMERGENCY FUND**

HHHunt has established a special fund to assist employees when a significant emergency or disaster situation arises. This fund is intended to help our fellow employees following personal tragedies such as natural disasters, house fires and other times of loss. Occasionally, the Employee Emergency Fund Committee will request contributions from employees to replenish the Employee Emergency Fund. For more information on the Employee Emergency Fund, please see your Executive Director.

### **SECTION 125**

Under the provisions of Section 125 of the Internal Revenue Service Code, your deductions for medical and dental insurance premiums will be deducted from your gross pay before federal, state, and social security withholding taxes are applied. The same applies to withholding for Flexible Spending Account (FSA) deductions.

This method of paying your share of medical and dental insurance premiums reduces your taxable income and will provide you greater net take-home pay than the traditional method of paying premiums from after-tax pay.

### **BENEFIT CHANGES/DROPS/DELETIONS OF COVERAGE**

As the HHHunt health, dental, and flexible spending accounts come under the guidelines of Section 125, the regulations allow for enrollment changes to be made only during open enrollment or within 30 days of a “Qualifying Life Changing Event (QLCE).” Marriage, birth, adoption, divorce, death, loss of other coverage, eligibility for Medicare/Medicaid, open enrollment of spouse, or a substantial change in coverage, or cost of other coverage are qualifying life changing events that would permit a change in enrollment. Any change due to a QLCE must be submitted within 30 days of the event. Contact the Business Office Manager for the appropriate paperwork.

### **SAVINGS AND RETIREMENT (401K) PLAN**

The 401k Savings & Retirement Plan offers employees of HHHunt a method to provide long-term financial security with substantial economic and tax benefits. To encourage you to participate in the plan, the Company matches a percentage of your contribution. After you have completed one (1) year of service, HHHunt will match 50% of your deferral up to a maximum of 6% of your pay.

All employees, 21 years of age or older are eligible to participate in the plan on the first (1<sup>st</sup>) day of the month following 60 days of continuous employment.

The plan is voluntary and no one is required to participate. You choose the amount of money you want the Company to deduct from your pay - from a minimum of 1%. For this purpose, your pay would include overtime and any bonuses. Once you choose the rate of contribution, the Company will automatically deduct that amount from your pay and contribute it to the plan until

you decide to change or discontinue your contribution or until you reach the maximum dollar amount specified by the IRS yearly. Your contribution rate may be changed monthly and must be in whole percentages.

You are immediately 100% vested in all amounts in your account, those contributed by you, as well as any matching company contributions.

The plan has several investment options. It is your choice as to how your contribution is invested in the plan. You may also rollover funds from a previous retirement plan into the HHHunt plan.

### **FLEXIBLE SPENDING ACCOUNTS (FSA) MEDICAL AND DEPENDENT CARE**

Eligible employees may budget for medical and/or dental insurance costs as well as dependent care expenses to be withdrawn on a pre-tax basis and deposited into a personal FSA for tax-free withdrawal. Medical expenses allowable through an FSA typically include insurance deductibles, insurance co-pays, any medical expenses not paid for by the medical plan, and prescription drug co-pays. Depending on your tax bracket, you may save up to 30% or more in taxes. Regular full-time and regular part-time employees are eligible to participate on the first of the month following 60 days of continuous employment or during the annual open enrollment period. The plan election does not renew and must be made annually.

### **HEALTH INSURANCE**

HHHunt's health insurance is comprehensive in nature, and includes hospital, surgical, preventative and medical care, mental health, vision, and prescription medication benefits. The Company contributes significantly towards your health care premium.

HHHunt's health plan is a self-funded plan. This means that each time you go to the doctor, hospital or get a prescription filled; HHHunt is paying the portion that is not the employee's responsibility. The insurance carrier is only processing the claims on HHHunt's behalf. In order to control our health plan premiums, we should all continue to choose generic drugs when available, go to the emergency room only when it is truly an emergency, use in-network providers and get an annual wellness checkup to catch problems early on. Being smart healthcare consumers will help us to control medical costs, saving ALL of us money!

Please refer to your carrier booklet, which describes details of the plan. Carrier booklets are made available on EagleNet, through the carrier website, or you may request a paper copy by contacting the carrier.

### **DENTAL INSURANCE**

HHHunt offers regular full-time employees, regular part-time employees, and their dependents an extensive dental insurance plan. Coverage includes preventive and diagnostic, restorative, and prosthodontic treatment.

Please refer to your carrier booklet, which describes details of the plan. Carrier booklets are made available on EagleNet, through the carrier website, or you may request a paper copy by contacting the carrier.

### **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

The Company provides an Employee Assistance Program for **all employees and their immediate family members**. The program offers confidential, professional assistance for the great variety of problems that may affect personal well-being and job performance. Problems may range from serious emotional disorders, alcohol and drug abuse to marital, family, and adolescent problems, financial crises, and legal concerns.

Employees and their dependents that may need assistance may call a toll free number to set up a confidential and free meeting (six free visits, per concern) with a licensed professional counselor.

### **GROUP LIFE INSURANCE**

All regular full-time and part-time employees are eligible for group term life insurance with an accidental death and dismemberment provision on the 1<sup>st</sup> day of the month following 60 days of continuous employment. The total cost of these benefits is paid by HHHunt for all regular full-time employees, and a prorated amount is figured for all regular part-time employees. Please refer to EagleNet, and the schedule of benefits in the appropriate life insurance booklet.

### **VOLUNTARY AND PERMANENT LIFE INSURANCE OPTIONS**

HHHunt provides choices for employees who desire additional life insurance coverage at the expense of the employee. Enrollment in an offered permanent life insurance plan is conducted by a licensed insurance agent who will contact eligible employees on behalf of HHHunt. Employees who have completed 60 days of continuous eligible service may enroll on the 1<sup>st</sup> of the next month following completion of the sixty (60) day period.

### **DISABILITY INSURANCE**

HHHunt provides two plans, which cover full-time employees faced with a disabling condition. They are Short-Term Disability and Long-Term Disability.

Please refer to your carrier booklet, which describes details of each plan. Carrier booklets are made available on EagleNet, through the carrier website or you may request a paper copy by contacting the carrier.

### **SHORT-TERM DISABILITY (STD)**

HHHunt provides at no cost to all regular full-time employees STD coverage the first of the month after 60 days of continuous service. If you are not actively at work on the day the coverage would otherwise begin, coverage will begin on the date you return to work full-time.

STD provides a benefit designed to partly replace income lost during periods of disability. These benefits are payable while the disability continues, or until the maximum benefit period ends. The benefit is equal to 66 2/3% of base earnings.

STD does not take effect until after the seventh calendar day you are absent from work, but sick or vacation leave may be used during this period.

In order to receive benefits from this plan, you must file a claim for benefits. A qualified Medical Practitioner must certify that you are disabled and unable to work. Benefit payments cannot begin until the claim has been properly filed with and accepted by the carrier.

If an employee is permitted to return to work by the doctor on a part-time basis (i.e. less than eight (8) hours per day), the employee may be eligible to receive disability for the hours that they are prohibited by the doctor from working.

### **LONG-TERM DISABILITY (LTD)**

HHHunt makes available a LTD benefit to all regular full time employees after 60 days of continuous service. LTD provides income protection, which is designed to provide 60% of income for employees who have been continually disabled for a designated period of time. The employee is responsible for 100% of the cost of this benefit.

### **BENEFIT CESSATION**

All coverage under the Company's benefit programs will automatically cease at the end of the month in which an employee leaves the Company or moves to an ineligible employee status. Please refer to plan booklets or to the HHHunt Benefits Coordinator for information on conversion privileges.

Applicable coverage remains in effect for employees that move from full-time to part-time status, unless paperwork is submitted within 30 days electing to drop or waive coverage. If no election is made to drop coverage, premiums will be adjusted to reflect the rates based on part-time status.

### **INSURANCE CONTINUATION**

The federal Consolidated Omnibus Budget Reconciliation Act – (COBRA), requires employers sponsoring group health plans to offer employees and their families the opportunity for a temporary extension of medical, dental and flexible spending account (called continuation of coverage) in instances where coverage under the plan would otherwise end. Life insurance may be converted to a personal policy.

Employees and their dependents, covered by a group plan, have a right to choose this continuation of coverage if their group coverage would be lost because of certain qualifying events. Qualifying events include:

- Termination of employment (for reason other than gross misconduct) or loss of eligibility due to reduced hours.

- Death of employee.
- Divorce, legal separation, or dissolution of domestic partner relationship from the employee.
- A dependent child ceasing to be a dependent under the Group Medical and Dental Policy.
- Loss of dependent coverage when employee becomes eligible for Medicare benefits.

For questions regarding life insurance conversion, COBRA benefits and related costs, please contact the HHHunt Benefits Coordinator.



## VII. SAFETY AND SECURITY

### SAFETY – IT'S UP TO YOU

It is our intention to provide a safe place to work, but safety is everyone's responsibility. To a great extent, your safety will depend upon you developing safe work habits.

Safety begins with good housekeeping. Orderliness in your work area reduces accidents, improves health conditions, reduces fire hazards, and adds to the efficiency of your work.

To help you avoid accident and injury, and in compliance with state and federal occupational safety and health laws, please note the following rules/points to help you be a safe worker:

1. Recognize, correct, or report any unsafe conditions to your supervisor at once. Spillage should be cleaned up immediately by the employee who first sees the hazard.
2. Horseplay, including scuffling and throwing articles, is strictly prohibited.
3. Running at any time in the community or on the premises is prohibited.
4. The use of safety equipment is required when necessary due to the nature of the job.
5. Never operate any equipment or machinery unless authorized to do so. Guards on food choppers, saws, etc., must be kept in place at all times.
6. Do not attempt to lift or move heavy residents, materials, or awkward loads by yourself; ask for help.
7. Cabinet drawers and doors, etc., should be closed when you are finished in them.
8. Electrical cords must not be left across hallways or open doorways, etc. Damaged or frayed cords may not be used. Use of extension cords is not permitted in residents' rooms.
9. Employees are restricted from using cell phones and other handheld electronic devices while driving. Employees must follow all federal, state and local laws or ordinances regarding the use of cell phones, mobile devices, and other handheld equipment.
10. You are required to help maintain your immediate work area in a safe and orderly condition and to perform every aspect of your job in a safe manner.
11. Always be alert for ways to avoid accidents and improve safety for yourself, your co-workers, and our residents.

These policies and procedures will help provide you and the residents with a safe environment in which to work and live. As an employee, it is your responsibility to help maintain a safe work environment and be dedicated to the idea that every accident can be prevented.

## EMPLOYEE SAFE WORKING PRACTICES

As a condition of employment and continued employment, you will be required to comply with the following safe working practices:

1. To follow established corporate/community/departmental safety policies and procedures.
2. To report any work-related accident or injury to your supervisor as soon as it occurs.
3. If treatment is needed for a work-related injury:
  - a. Immediately notify employer of the need for treatment;
  - b. Follow employer instructions regarding medical treatment;
  - c. On the initial visit, employee will take a Workers' Compensation Referral form to the treating medical provider and report the outcome of the visit back to their supervisor.
4. Obtain assistance or use a lifting device, if available, for all residents who require lifting.
5. Wear all personal protective safety equipment as required by your job duties, including, but not limited to, non-skid shoes, goggles, gowns, gloves, etc.
6. Follow established corporate/community exposure control safety policies and procedures.
7. Never operate community equipment/machinery unless trained and authorized to do so.
8. Failure on an employee's part to follow the above policies could result in corrective action up to and including dismissal.

According to the General Statutes of the Workers' Compensation Law, compensation benefits could be reduced for any injury which occurs because of a failure to follow established safety procedures.

## WORKERS' COMPENSATION

You are insured for on-the-job injuries by Workers' Compensation, without cost to you. You are responsible for reporting all occurrences of accidents and injuries *immediately* to your supervisor, or another member of management if your supervisor is not available. This will allow for completion of the required reports in a timely manner and ensures you receive the proper medical attention.

Information regarding medical providers is governed by each state's Industrial Commission:

- *North Carolina employees:* You are responsible to accept the medical treatment provided by the Company or a local physician referred to by the Company.
- *Virginia employees:* Employee must select a medical provider from a panel of three (3) physicians provided by the Company. Panels are posted in each community.

- *Maryland employees:* Medical providers can be selected by the injured worker; however, if you need assistance in finding providers in your area speak with the Business Office Manager or contact the workers' compensation carrier. The community also has posted a list of local medical providers who accept workers' compensation.

All employees who have an on-the-job injury that requires medical treatment must undergo an immediate drug and alcohol screening test.

If you fail to report accidents and/or injuries promptly and/or refuse to use the panel of physicians and services provided, the Workers' Compensation carrier may question and/or deny your claim.

## ACCIDENTS AND INCIDENTS

If you are hurt on the job, no matter how slight the injury, please follow these procedures:

1. Report the injury to your supervisor immediately, do not wait until the end of your shift.
2. Complete an Incident Report, identify date/time of injury, position, witness(es) to accident, etc. Completed forms are to be given promptly to the Business Office Manager or the Executive Director.
3. You must get prior approval from a supervisor or the Executive Director for any medical treatment or examination for all work-related injuries. If you fail to get prior approval, you may be held personally responsible for the bill.
4. You will be directed to submit to a drug and alcohol screening test, regardless of severity, if you require medical treatment.
5. Medical documentation will be required to be delivered to the community, by you, after every visit to the physician. Keep your supervisor informed as to the status of your injury.
6. Should you lose work time of one or more days, you must have a signed release from a physician in order to return to work.
7. You may be requested to attend a conference with the Executive Director and/or safety committee. If your injury was caused by your failure to follow safety rules, you may be subject to discipline up to and including dismissal.

You are expected to follow these instructions. Employees who fail to immediately report a work-related injury or illness may jeopardize both their own health and their eligibility for workers' compensation benefits. We encourage you to **ask questions** regarding workers' compensation procedures, eligibility, and benefits.

## **TRANSITIONAL RETURN TO WORK POLICY**

The health and welfare of all our employees is a top priority of our organization. Our return to work policy is to return an employee to employment at the earliest possible date following an injury or illness. The Company defines transitional work as temporary, modified work assignments within the employee's physical abilities, knowledge and skills. Where possible, transitional positions will be made available to injured employees to minimize or eliminate time lost, and to promote a smooth and timely transition from an injured state to a state of wellness and regained ability to perform regular job duties.

## **FIRE PROCEDURES**

You should become familiar with the community policy on fires and the location of fire extinguishers and emergency exits, so that you will be prepared in the event of a fire. Please acquaint yourself with the physical layout of the community. Should you suspect or discover a fire, **IMMEDIATELY TAKE THE APPROPRIATE ACTION.**

## **HOUSEKEEPING**

By keeping your work area clean and neat, you show that you are proud of your community and the work you do. To help keep your community clean, trash cans have been located throughout the community. Please discard food containers and wrappers in these cans. Separate cans are provided for discarding smoking materials. It is everyone's responsibility to help keep the community clean.

## **INFECTION CONTROL**

To protect the health of our employees and residents, we adhere to a strict policy of infection control. Employees are requested to report any observation of possible infection or inappropriate infection control practices to their immediate supervisor. Absences due to illness may be investigated as to the nature of the illness and its relationship to infection control. Our first and foremost means to preventing the spread of infection is cleanliness, good hand washing practices, and good health habits. OSHA policies for Bloodborne Pathogens will be strictly observed.

## **SECURITY**

The protection of employees, residents, visitors, the community, and its contents is everyone's responsibility. From time to time, you may be requested to properly identify yourself and to make available for inspection any package(s) or other containers carried by you when entering or leaving the community. Failure to comply with such inspection may be considered as your unwillingness to cooperate with community management, policy, and procedures.

## **CONSENT TO SEARCH**

For the safety of employees and the workplace, the Company has a policy of conducting searches as necessary of all employees on the premises of the Company. As a result, the Company may conduct searches of an employee's personal effects and any vehicles they bring on the property. The term "personal effects" means anything that is brought on the property by the employee. Additionally, the Company reserves the right to search employee computers, lockers, and desks without prior notice. The searches may be random and unannounced.

All employees are subject to this policy; there are no exceptions.

Agreement and consent to this policy is a condition of employment. As a result, acceptance of employment or continued employment is the employee's agreement and consent to this policy. In the event an employee refuses to comply with a search request made by the appropriate Company personnel, the employee will be subject to immediate termination and may be subject to detention until appropriate law enforcement officials are able to review the situation.

## **SECURITY INSPECTIONS**

The Company wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, the Company prohibits the possession, transfer, sale, or use of such materials on its premises. The Company requires the cooperation of all employees in administering this policy.

Computers, e-mail, voice mail, desks, lockers, and other storage devices may be provided for the convenience of employees, but remain the sole property of the Company. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the Company at any time, either with or without prior notice.

The Company likewise wishes to discourage theft or unauthorized possession of the property of employees, the Company, residents, and visitors. To facilitate enforcement of this policy, the Company or its representative may inspect not only desks and lockers, but also any packages or other belongings. Any employee who wishes to avoid inspection of any articles or material should not bring such items onto the Company's premises. By bringing any article or vehicle onto the Company's premises, employees will be deemed to have consented to its search or inspection.

## VIII. GENERAL INFORMATION

### PERSONNEL RECORDS

A personnel record shall be maintained on each employee at each community. Employee personnel records are the property of HHHunt and shall be considered as strictly confidential. The community will verify only employment without consent of the employee. Any request for audit, or other employment information will not be released without consent of the employee, except for monitoring agencies which have access to files. All requests for information on employees should be referred to the Executive Director or his/her designee. HHHunt may release employee information in accordance with applicable state, federal or municipal laws. Employees, upon request, may review their own personnel record in the presence of the Executive Director. However, nothing may be removed from the file.

**Change in Employee Information:** Your personnel record should contain current information, to include address, telephone number, marital status, tax, emergency contact, dependents, and beneficiaries. When a change occurs, employees should submit the change in UltiPro or report the change to the Business Office Manager.

### SMOKING GUIDELINES

The community maintains a smoke-free environment for its employees, residents, and visitors. Although smoking is not permitted in any of our buildings, those wishing to smoke may do so outside, except in prohibited areas, as long as they use the disposal receptacles and keep the area free from litter.

Employees who smoke are not provided additional breaks during the workday. Smoking is limited to periods of normal work breaks and meal periods.

### TELEPHONE PROCEDURES

*"First impressions"* are vital to our marketing efforts. On occasion, every employee may need to answer the telephone. Under such circumstances, it is important to remember that this is the first impression the caller will have of our community.

With a pleasant and distinct voice, say "Good Morning", "Good Afternoon", or "Good Evening", the community's name, and your name. The caller will know he or she has gotten the right community and knows the name of the person with whom he or she is speaking. If the person being called is not in, or is not available, ask if you may take a message or if the caller would care to leave his/her number.

Remember, your voice and phone manner represents the community and HHHunt, so always **"smile"** when speaking to the caller. They can hear in your voice if you are smiling.

**Placing/Receiving Personal Calls:** The telephones at the community are for business use. You may not use the community's telephones for personal calls, except in case of emergency and with your supervisor's permission. All incoming calls for employees will be referred to the person in charge. Should you receive a personal phone call while you are on duty, a message will be taken and passed along to you. Please advise family and friends not to call you while at work except in the case of a legitimate emergency. In the case of any emergency, you will be notified immediately.

## **CELL PHONE POLICY**

In order to maintain the best possible service for our residents, cell phones are prohibited in the community at all times unless it is a Company provided cell phone or approved by the Executive Director. While the Company understands the need for contact in emergency situations, all emergency calls are to be referred to the main community number. It is the responsibility of the employee to ensure that friends and family members are aware of this policy.

HHHunt is confident that employees will use their best judgment in following this policy. Failure to abide by the guidelines of this policy may lead to corrective action, up to and including termination of employment. Management reserves the right to determine appropriateness.

Employees are not permitted to use cell phones and other handheld electronic devices while operating a Company vehicle or while driving on the job. Employees are reminded to follow all federal, state and local laws or ordinances regarding the use of cell phones, mobile devices, and other handheld equipment.

## **ELECTRONIC DEVICES**

The use of camera phones, cameras, other photographic or video capable devices or audio recorders are prohibited inside the Community without prior written permission from the Executive Director.

Personal radios, CD players, and MP3 players, e.g. iPods, are prohibited inside the Community. These devices present a safety concern if you are unable to hear your co-workers or residents who are in need of assistance.

Failure to abide by these guidelines may lead to corrective action, up to and including termination of employment. Management reserves the right to determine appropriateness.

## **COMPANY COMMUNICATIONS**

HHHunt uses many forms of communication to bring employees closer as an organization.

All employees who provide an email address will be added to our employee email list and will receive messages from the HHHunt President, a weekly employee news digest, and other important alerts and messages.

HHHunt maintains an intranet, called **EagleNet**, to communicate important information with employees. Any employee with internet access can log in to view company news, benefits information, HR tools, and forms.

HHHunt's HR information system, **UltiPro**, is also available to any employee with internet access. Employees can log into UltiPro at anytime to view their employee record, pay history, current benefits, sick and vacation balances, and more.

All employees are provided with login information at time of hire to both EagleNet and UltiPro. For assistance with either system, please send an email to support@hhhunt.com.

HHHunt's newsletter, **HHHunt Happenings**, is published quarterly and distributed to all employees. This publication is provided to bring newsworthy information to all employees.

### **BULLETIN BOARD**

Information of interest and importance is regularly posted on our bulletin board. We suggest that you check it regularly to keep up with what is happening. This bulletin board is for Company use only; employees may not post or remove information from the board.

### **LOST AND FOUND**

Please report any lost or found articles to the Executive Director's office immediately. HHHunt will not be responsible for personal property lost, stolen, or damaged on the premises; therefore, you are urged to take care of your own personal belongings.



## **IX. MEETING EXPECTATIONS**

We are confident that your employment at HHHunt will be a mutually satisfying experience. However, for those unfortunate instances when infractions of policies and regulations, or substandard performances occur, a system of corrective action has been established.

### **CORRECTIVE ACTION**

The purpose of the corrective action procedure is to provide guidance in the areas of job performance or conduct which requires improvement. Should your performance fall below expectations, your supervisor will meet with you to identify the problem and to establish a course of action for improvement. The corrective action procedure normally consists of the following progressive steps: counseling, verbal warning, written warning, and as a last resort, discharge. Disciplinary suspension with or without pay may also be utilized. The Company may issue disciplinary corrective action in any order or may skip steps at its discretion and in consideration of each individual circumstance. Serious offenses may require immediate corrective action up to and including dismissal without resorting to the progressive correction measures described above.

### **THEFT**

Theft of any HHHunt, resident, employee, or visitor property is grounds for immediate dismissal. The employee may also be prosecuted for theft.

### **LEVEL ONE VIOLATIONS**

The following list of infractions represents examples (not all-inclusive) of Level One violations, which, after accumulative and non-related repeated violations within a twelve (12) month period, could result in dismissal after utilizing the progressive corrective action procedure:

1. Repeated violation of established community absenteeism or tardiness policy.
2. Violation of community "no solicitation", "no distribution" rules, or non-employee access rule.
3. Repeated incidents of workplace accidents due to disregard of community safety rules, policies and procedures, failure to report injury, violation of infection control procedures, failure to obtain approval for medical treatment for occupational injury/illness, or failure to wear proper safety equipment, clothes, devices, shoes, etc.
4. Failure to call in to report absence/lateness at least two (2) hours before scheduled shift.
5. Failure to abide by community dress and grooming codes and/or failure to wear required uniform.

6. Failure to cooperate with fellow employees and/or management of the community.
7. Leaving early for, or returning late from, meal and/or rest periods, or taking unauthorized meal/rest periods.
8. Failure to clock/sign in or out for scheduled shift or meal periods; repeated incidents of clocking/signing in or out seven (7) minutes before or after scheduled work shift without approval of your supervisor.
9. Failure to secure appropriate license, certification, or physical examination information as required by the community, state, or federal agencies.
10. Failure to complete job as assigned in a timely manner or substandard work quality or quantity.
11. Failing to work cooperatively with employees as a team member.
12. Failure to receive authorization from supervisor to change work schedule, meal period, rest period, or to work overtime.
13. Failure to attend required in-service meetings.
14. Other violations of established policies and procedures, or as directed by state/federal agencies, judged to be minor in nature and scope.

## **LEVEL TWO VIOLATIONS**

The following list of infractions represent examples (not all-inclusive), which, after an incident, could result in immediate dismissal without resorting to the normal progressive corrective action procedure:

1. Falsification of information on employment application.
2. Physical, mental, emotional or verbal abuse/harassment of residents, visitors, families, or fellow employees, resident neglect/abuse, violation of residents' rights or failure to report same.
3. Fighting in the community or on the property.
4. Failing to interact with co-workers or any person in a civil manner. Use of disrespectful, vulgar, profane or obscene language (including but not limited to any communication or action that violates our policy against employee harassment and other discrimination.)
5. Any act of incivility, discrimination or harassment, whether based on a category protected by the law or otherwise.
6. Possession of, distribution of, or under the influence of, non-prescribed narcotics, drugs or alcohol on community property or while conducting business on behalf of the community.
7. Possession of firearms or lethal weapons on community property.

8. Falsification or unauthorized possession of community records or employment records, including HIPAA violations.
9. Refusal to perform assigned duties.
10. Insubordination.
11. Immoral or indecent conduct while on community property or during working time.
12. Punching another employee's time card, filling out another employee's time sheet, or having a time card punched by another employee.
13. Divulging employee, resident, or company confidential information.
14. Destruction of community property, vendor property, or property of another employee, visitor, or resident.
15. Losing, diverting, pocketing, or otherwise failing to properly administer residents' medication.
16. Sleeping on the job.
17. Gambling on the premises.
18. Leaving work area/community during normally scheduled work hours without authorization; walking off the job.
19. Accepting employment or working at another job while on a leave of absence.
20. Acts of prejudice or discrimination, physical contact/harassment of other employees.
21. Failure to perform job as dictated by state/federal agencies.
22. Conviction of a felony that makes the employee unfit for his/her job or causes the employee to be a threat to the safety and well being of our residents, employees or the Company in any way.
23. Violation of Company conflict-of-interest policy.
24. Other violations of established policies and procedures, judged to be major in nature.

Employment with the Company is at the mutual consent of the Company and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice. It is understood that the list of major and minor examples are listed for *illustrative* purposes and will not restrict the Company from taking corrective measures for other actions judged not to be in the best interests of the community, residents or employees. The Company has the right to exercise its rights to terminate the employment relationship at any time without cause.

## X. TERMINATION OF EMPLOYMENT

When termination of employment becomes necessary, whether employee or employer initiated, the Company shall follow proper procedures to assure equitable treatment of all parties. There are several categories of termination recognized by the Company.

1. Voluntary quit
2. Discharge
3. Reduction in force
4. Failure to return after completion of a bona-fide leave of absence
5. Engaging in gainful employment (without Company approval) during a leave of absence
6. Absence without properly notifying the Company is considered a “no call, no show” and is classified as a voluntary resignation

**NOTE:** Unless otherwise authorized by the Executive Director, terminated employees are restricted from returning to the Company property or continuing contact with community residents.

### RESIGNATION NOTICE

Should you decide to terminate your employment, advance written notice is required prior to your separation date, according to the following:

1. Managers (i.e. Executive Director, Business Office Manager, Department Heads, etc.) – at least thirty (30) days written notice
2. All other employees - at least two (2) weeks written notice

This notice is to be submitted, in writing, to your immediate supervisor or Executive Director and will enable us to replace you without undue inconvenience to our residents and your fellow workers. If you leave employment voluntarily and fail to give proper notice, and/or fail to work out your entire resignation notice, you will forfeit all fringe benefits, including vacation. Resignation notice is to be actual time worked; paid vacation and sick time cannot be granted as a substitution for an employee's notice.

### REDUCTION IN FORCE

In the event a reduction of work force hours becomes necessary due to low resident census, reorganization to improve costs and efficiency, or for some unforeseen reason beyond the control of the community, consideration will be given to such factors as seniority, job performance, qualifications to perform other jobs, job classification and employment status by shift.

## **Appendix A: RESIDENT BILL OF RIGHTS BY STATE**

*Each of our residents has the right to fair, courteous, and equal treatment from each member of the staff. Please refer to the Resident Bill of Rights for your respective state on the following pages.*

## MARYLAND

### A. A resident of an assisted living program has the right to:

1. Be treated with consideration, respect, and full recognition of the resident's human dignity and individuality;
2. Receive treatment, care, and services that are adequate, appropriate, and in compliance with relevant State, local, and federal laws and regulations;
3. Participate in planning the resident's service plan and medical treatment;
4. Choose a pharmacy provider, subject to the provider's reasonable policies and procedures with regard to patient safety in administration of medications;
5. Refuse treatment after the possible consequences of refusing treatment are fully explained;
6. Privacy, including the right to have a staff member knock on the resident's door before entering unless the staff member knows that the resident is asleep;
7. Be free from mental, verbal, sexual, and physical abuse, neglect, involuntary seclusion, and exploitation;
8. Be free from physical and chemical restraints;
9. Confidentiality;
10. Manage personal financial affairs to the extent permitted by law;
11. Retain legal counsel;
12. Attend or not attend religious services as the resident chooses, and receive visits from members of the clergy;
13. Possess and use personal clothing and other personal effects to a reasonable extent, and to have reasonable security for those effects in accordance with the assisted living program's security policy;
14. Determine dress, hairstyle, or other personal effects according to individual preference, unless the personal hygiene of a resident is compromised;
15. Meet or visit privately with any individual the resident chooses, subject to reasonable restrictions on visiting hours and places, which shall be posted by the assisted living manager;
16. Make suggestions or complaints or present grievances on behalf of the resident, or others, to the assisted living manager, government agencies, or other persons without threat or fear of retaliation;
17. Receive a prompt response, through an established complaint or grievance procedure, to any complaints, suggestions, or grievances the resident may have;

18. Have access to the procedures for making complaints to:
  - a. The Long-Term Care Ombudsman Program of the Department of Aging as set forth in COMAR 32.03.02;
  - b. The Adult Protective Services Program of the local department of social services;
  - c. The Office of Health Care Quality of the Department; and
  - d. The designated protection and advocacy agency, if applicable;
19. Have access to writing instruments, stationery, and postage;
20. Receive a prompt, reasonable response from an assisted living manager or staff to a personal request of the resident;
21. Receive and send correspondence without delay, and without the correspondence being opened, censored, controlled, or restricted, except on request of the resident, or written request of the resident's representative;
22. Receive notice before the resident's roommate is changed and, to the extent possible, have input into the choice of roommate;
23. Have reasonable access to the private use of a common use telephone within the facility; and
24. Retain personal clothing and possessions as space permits with the understanding that the assisted living program may limit the number of personal possessions retained at the facility for the health and safety of other residents.

## B. Confidential Information.

1. Any case discussion, consultation, examination, or treatment of a resident is:
  - a. Confidential;
  - b. To be done discreetly; and
  - c. Not open to an individual who is not involved directly in the care of the resident, unless the resident or resident's representative permits the individual to be present.
2. Except as necessary for the transfer of a resident from the assisted living program to another facility, or as otherwise required by law, the personal and medical records of a resident are confidential and may not be released without the consent of the resident or resident's representative, to any individual who is:
  - a. Not associated with the assisted living program; or
  - b. Associated with the assisted living program, but does not have a demonstrated need for the information.

3. The assisted living manager shall share resident information with the Department as necessary to administer this chapter.

#### C. Service Prohibited.

A resident may not be assigned to do any work for the assisted living program without the resident's consent and appropriate compensation, unless the resident declines to be compensated.

#### D. Adult Medical Day Care.

1. Adult day care attendance may be encouraged.
2. Adult day care attendance or attendance at any other structured program shall be voluntary, not mandatory.
3. Adult medical day care availability and policies shall be disclosed in the assisted living program's admission agreement.

#### E. Notice of Resident's Rights.

An assisted living program shall place a copy of the resident's rights, as set forth in this regulation, in a conspicuous location, plainly visible and easily read by residents, staff, and visitors, and provide a copy to each resident and resident's representative on admission.



## NORTH CAROLINA

Every resident shall have the following rights:

1. To be treated with respect, consideration, dignity and full recognition of his or her individuality and right to privacy.
2. To receive care and services which are adequate, appropriate and in compliance with relevant federal and State laws and rules and regulations.
3. To receive upon admission and during his or her stay a written statement of the services provided by the facility and the charges for these services.
4. To be free of mental and physical abuse, neglect, and exploitation.
5. Except in emergencies, to be free from chemical and physical restraint unless authorized for a specified period of time by a physician according to clear and indicated medical need.
6. To have his or her personal and medical record kept confidential and not disclosed without the written consent of the individual or guardian, which consent shall specify to whom disclosure may be made except as required by applicable state or federal statute or regulation or by third party contract.
7. To receive a reasonable response to his or her requests from the facility administrator and staff.
8. To associate and communicate privately and without restriction with people and groups of his or her own choice on his or her own initiative at any reasonable hour.
9. To have access at any reasonable hour to a telephone where he or she may speak privately.
10. To send and receive mail promptly and unopened, unless the resident requests that someone open and read mail, and to have access at his or her expense to writing instruments, stationery, and postage.
11. To be encouraged to exercise his or her rights as a resident and citizen, and to be permitted to make complaints and suggestions without fear of coercion or retaliation.
12. To have and use his or her own possessions where reasonable and have an accessible lockable space provided for security of personal valuables. This space shall be accessible only to the residents and the administrator or supervisor in charge.
13. To manage his or her personal needs funds unless such authority has been delegated to another. If authority to manage personal needs funds has been delegated to the facility, the resident has the right to examine the account at any time.
14. To be notified when the facility is issued a provisional license by the North Carolina Department of Health and Human Services and the basis

on which the provisional license was issued. The resident's responsible family member or guardian shall also be notified.

15. To have freedom to participate by choice in accessible community activities and in social, political, medical, and religious resources to have freedom to refuse such participation.
16. To receive upon admission to the facility a copy of this section.
17. To not be transferred or discharged from a facility except for medical reasons, their own or other residents' welfare, or nonpayment. Except in cases of immediate jeopardy to health or safety, residents shall be given at least 30 days advance notice of the transfer or discharge and their right to appeal.

## VIRGINIA

63.2-1808. Rights and responsibilities of residents of assisted living facilities; certification of licensure.

- A. Any resident of an assisted living facility has the rights and responsibilities enumerated in this section. The operator or administrator of an assisted living facility shall establish written policies and procedures to ensure that, at the minimum, each person who becomes a resident of the assisted living facility:
1. Is fully informed, prior to or at the time of admission and during the resident's stay, of his rights and of all rules and expectations governing the resident's conduct, responsibilities, and the terms of the admission agreement; evidence of this shall be the resident's written acknowledgment of having been so informed, which shall be filed in his record;
  2. Is fully informed, prior to or at the time of admission and during the resident's stay, of services available in the facility and of any related charges; this shall be reflected by the resident's signature on a current resident's agreement retained in the resident's file;
  3. Unless a committee or conservator has been appointed, is free to manage his personal finances and funds regardless of source; is entitled to access to personal account statements reflecting financial transactions made on his behalf by the facility; and is given at least a quarterly accounting of financial transactions made on his behalf when a written delegation of responsibility to manage his financial affairs is made to the facility for any period of time in conformance with state law;
  4. Is afforded confidential treatment of his personal affairs and records and may approve or refuse their release to any individual outside the facility except as otherwise provided in law and except in case of his transfer to another care-giving facility;
  5. Is transferred or discharged only when provided with a statement of reasons, or for nonpayment for his stay, and is given reasonable advance notice; upon notice of discharge or upon giving reasonable advance notice of his desire to move, shall be afforded reasonable assistance to ensure an orderly transfer or discharge; such actions shall be documented in his record;
  6. In the event a medical condition should arise while he is residing in the facility, is afforded the opportunity to participate in the planning of his program of care and medical treatment at the facility and the right to refuse treatment;
  7. Is not required to perform services for the facility except as voluntarily contracted pursuant to a voluntary agreement for services that states the terms of consideration or remuneration and is documented in writing and retained in his record;

8. Is free to select health care services from reasonably available resources;
9. Is free to refuse to participate in human subject experimentation or to be party to research in which his identity may be ascertained;
10. Is free from mental, emotional, physical, sexual, and economic abuse or exploitation; is free from forced isolation, threats or other degrading or demeaning acts against him; and his known needs are not neglected or ignored by personnel of the facility;
11. Is treated with courtesy, respect, and consideration as a person of worth, sensitivity, and dignity;
12. Is encouraged, and informed of appropriate means as necessary, throughout the period of stay to exercise his rights as a resident and as a citizen; to this end, he is free to voice grievances and recommend changes in policies and services, free of coercion, discrimination, threats or reprisal;
13. Is permitted to retain and use his personal clothing and possessions as space permits unless to do so would infringe upon rights of other residents;
14. Is encouraged to function at his highest mental, emotional, physical and social potential;
15. Is free of physical or mechanical restraint except in the following situations and with appropriate safeguards:
  - a. As necessary for the facility to respond to unmanageable behavior in an emergency situation which threatens the immediate safety of the resident or others;
  - b. As medically necessary, as authorized in writing by a physician, to provide physical support to a weakened resident;
16. Is free of prescription drugs except where medically necessary, specifically prescribed, and supervised by the attending physician, physician assistant or nurse practitioner;
17. Is accorded respect for ordinary privacy in every aspect of daily living, including but not limited to the following:
  - a. In the care of his personal needs except as assistance may be needed;
  - b. In any medical examination or health-related consultations the resident may have at the facility;
  - c. In communications, in writing or by telephone;
  - d. During visitations with other persons;
  - e. In the resident's room or portion thereof; residents shall be permitted to have guests or other residents in their rooms unless

to do so would infringe upon the rights of other residents; staff may not enter a resident's room without making their presence known except in an emergency or in accordance with safety oversight requirements included in regulations of the Board;

- f. In visits with his spouse; if both are residents of the facility they are permitted but not required to share a room unless otherwise provided in the residents' agreements; and
18. Is permitted to meet with and participate in activities of social, religious, and community groups at his discretion unless medically contraindicated as documented by his physician, physician assistant, or nurse practitioner in his medical record; and
  19. Is fully informed, as evidenced by the written acknowledgment of the resident or his legal representative, prior to or at the time of admission and during his stay, that he should exercise whatever due diligence he deems necessary with respect to information on any sex offenders registered pursuant to Chapter 9 (§ 9.1-90 et.seq.) of Title 9.1, including how to obtain such information. Upon request, the assisted living facility shall assist the resident, prospective resident, or the legal representative of the resident or prospective resident in accessing this information and provide the resident, prospective resident, or the legal representative of the resident or prospective resident with printed copies of the requested information.
- B. If the resident is unable to fully understand and exercise the rights and responsibilities contained in this section, the facility shall require that a responsible individual, of the resident's choice when possible, designated in writing in the resident's record, be made aware of each item in this section and the decisions that affect the resident or relate to specific items in this section; a resident shall be assumed capable of understanding and exercising these rights unless a physician determines otherwise and documents the reasons for such determination in the resident's record.
  - C. The rights and responsibilities of residents shall be printed in at least twelve-point type and posted conspicuously in a public place in all assisted living facilities. The facility shall also post the name and telephone number of the regional licensing supervisor of the Department, the Adult Protective Services' toll-free telephone number, as well as the toll-free telephone number for the Virginia Long-Term Care Ombudsman Program, any sub-state ombudsman program serving the area, and the toll-free number of the Virginia Office for Protection and Advocacy.
  - D. The facility shall make its policies and procedures for implementing this section available and accessible to residents, relatives, agencies, and the general public.
  - E. The provisions of this section shall not be construed to restrict or abridge any right which any resident has under law.

- F. Each facility shall provide appropriate staff training to implement each resident's rights included in this section.
- G. The Board shall adopt regulations as necessary to carry out the full intent of this section.
- H. It shall be the responsibility of the Commissioner to ensure that the provisions of this section are observed and implemented by assisted living facilities as a condition to the issuance, renewal, or continuation of the license required by this article.

**ACKNOWLEDGEMENT AND RECEIPT OF EMPLOYEE HANDBOOK**

**ACKNOWLEDGEMENT OF EMPLOYMENT AT-WILL**

I understand that as an employee of HHHunt, I am an employee at-will. I understand that I may terminate my employment with HHHunt at any time for any reason or for no reason. Likewise, I understand that HHHunt may terminate my employment at any time for any reason or for no reason. I also understand that I may be terminated with or without notice. This status can only be altered by a written contract of employment which is specific to all the material terms and conditions of employment and is signed by HHHunt’s President and me.

**ACKNOWLEDGEMENT OF EMPLOYEE HANDBOOK**

The purpose of this Employee Handbook is to provide employees of HHHunt with general information regarding the policies and procedures HHHunt attempts to follow in most cases, but I understand that neither this Employee Handbook nor any provision of this Employee Handbook is an employment contract or any other type of contract. Due to the nature of HHHunt’s operations and variations necessary to accommodate individual situations, the policies and procedures set out in this Employee Handbook may not apply to every employee or in every situation. HHHunt reserves the right to rescind, modify or deviate from these and/or other policies or procedures relating to employment matters from time to time as it considers necessary in its sole discretion, either in individual or Company wide situations, with or without notice.

I agree to abide by the policies and procedures contained therein. In particular, I acknowledge receipt of and agree to the corporate/community ***Abuse Policy, Confidentiality Policy, Resident Bill of Rights, Safe Working Practices, and Accident and Incident Procedures.*** I also acknowledge the receipt of the ***Employee Rights and Responsibilities under the Family and Medical Leave Act*** notice.

If I have questions regarding the content or interpretation of this Handbook, I will bring them to the attention of the Executive Director.

**I HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS AND AGREE TO READ THE EMPLOYEE HANDBOOK WHICH I HAVE RECEIVED.**

Date: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ Employee Signature

(Keep this page for your records)

**Last Updated May 2015**