

**FRIENDS HOUSE
RETIREMENT COMMUNITY**

**PERSONNEL
HANDBOOK**

A WORD OF WELCOME

Dear New Staff Member,

On behalf of the Board of Friends House Retirement Community, I would like to extend a warm welcome to you as you join our team of caring individuals whose purpose here is to serve and care for our Residents.

I hope that you understand that your work here at Friends House is more than a job. Your role here is one of service and commitment to the Residents, their friends and families and to the broader Sandy Spring community.

To that end it is the purpose of Friends House Retirement Community to care for the elderly in a secure, comfortable, and loving environment, and at an affordable price. One of our goals is for each resident to have the opportunity to enjoy as high a quality of life as possible no matter their cognitive or physical ability.

Just as a chain is only as strong as each individual link, so our staff is only as good as each individual member. As members of this community, let us work together to do our very important part by performing to the best of our abilities in our service to the Residents.

Yours in Service,

Karen E. Lehman
Executive Director

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I. AN INTRODUCTION

This handbook is for use by both Friends House, Incorporated and Friends Nursing Home, Incorporated. Hereafter the term “Friends House Retirement Community” will be used to refer to both of these corporations collectively.

Friends House Retirement Community publishes this Personnel Policies Handbook for the benefit of its employees. It is the intention of the facility to apply these policies equitably and fairly to all of its employees. We are committed to being an employer that nurtures employees through dignity, security, and a sense of community.

Please read this handbook carefully. If you should have questions or problems, your first resource is the Department Head. Your regular department meetings are also an opportunity to identify and resolve problems. We will do all we reasonably can to put your ideas or suggestions into practice.

The work rules in this employee handbook are not intended to be a contract, expressed or implied, of any kind between Friends House Retirement Community and its employees. These policies may be changed at any time by the Boards, or by management with the Boards’ approval, without prior notice to or approval of employees.

Friends House Retirement Community is an at will employer and free to terminate employment at anytime in its sole and absolute discretion without prior notice to the employee.

BRIEF HISTORY OF FRIENDS HOUSE AND FRIENDS NURSING HOME

Friends House started when a group of Quakers from Friends Meeting of Washington incorporated their dream in 1946. It took another 21 years before construction was completed, and the original 100 apartments were ready for occupancy in late 1967.

After incorporation in 1946, support for the project grew. A wide group of Friends Meetings known as Potomac Quarterly Meeting also felt the need for something of this kind. By the time Sandy Spring was being considered as the site, the project was under the care of Baltimore Yearly Meeting, which now represents over 40 Friends Meetings in Washington, D.C., Pennsylvania, Virginia, and Maryland.

Almost as soon as the apartments were completed, efforts were begun to design a 45-bed nursing unit. This was completed in 1972 and was later named Haviland Hall in honor of Elizabeth Haviland, a former Clerk of the Board. In February of 2005, Haviland Hall was converted from a skilled nursing facility to an assisted living facility capable of serving up to 24 seniors. This conversion allowed Friends House Retirement Community the ability to provide seniors a full continuum of care from independent living, to assisted living, to skilled nursing care. Today, Friends House Retirement Community is one of the few retirement communities offering a full continuum of care to seniors of all economic levels including those of low income.

In late 1979, an additional nursing unit was opened, and named Stabler Hall in 1990 in honor of Stanley Stabler, a former clerk of the Board. Also, in February of 2005, a new skilled nursing home building was opened to provide care to the active but confused elderly. This special care skilled nursing home facility was named Thomas Hall in honor of Bob and Sue Thomas Turner, Thomas and Jean Thomas Ladson and Cornelia Thomas, faithful and ardent supporters of our ministry. Friends Nursing Home is now home to 82 of our community elders.

In 1968, Friends House built the first of 33 cottage rental units. These units provide senior housing for those who want to join our Friends House family but who are over income for the HUD apartment program.

Today, Friends House Retirement Community is home for almost 260 uniquely special retired persons. Friends House is not a dream that has been completed. It is a dream that lives on.

SAFETY & SECURITY

It is the policy of Friends House Retirement Community to provide and maintain a safe and healthy environment through operating practices that will safeguard all employees and residents.

The greatest safety concern is **FIRE** because of the imminent danger that even a small fire could result in loss of **LIFE**. It is the direct concern of every employee to know how to prevent a fire and how to respond if such an emergency should occur. Proper and repetitive training will be provided in order for you to know what to do in such an emergency and to develop your ability to react quickly.

Fire, safety, and security will be stressed in your job orientation and later in continuing in-service education programs. We expect you to have a positive attitude toward the need to repeat these procedures periodically and to gain a new insight each time. We operate on the philosophy that it is much easier and much better to **PREVENT** problems than to correct them.

We also require your assistance in preventing vandalism, thefts, and accidents. Please question any unfamiliar person(s) whom you may encounter on the grounds and report possible security problems to the Administration. Any accident involving property damage must be reported to the Administration.

II. FRIENDS HOUSE RETIREMENT COMMUNITY'S RESPONSIBILITIES - POLICIES AND PROCEDURES

A. EMPLOYMENT PROCEDURES

EQUAL OPPORTUNITY

Our policy is to select the most qualified applicants on the basis of experience, education, and ability to meet the requirements of each job description.

In compliance with Title VII of the Civil Rights Act, the Equal Pay Act, and Section 27-17 of the Montgomery County Employment Code, Friends House Retirement Community does not discriminate on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, physical or mental disability (provided that the employee can perform the essential functions of the position), or sexual orientation.

Friends House Retirement Community is an equal opportunity employer.

MINORS

We follow the regulations specified by the Division of Labor and Industry concerning work permits and wage/hour regulations.

POLICY AGAINST UNLAWFUL HARASSMENT

The Friends House Retirement Community's policy is to maintain a working environment which is free from any form of unlawful harassment related to a person's sex, sexual orientation, marital status, race, color, religion, national origin, mental or physical disability.

In keeping with this commitment, Friends House Retirement Community will not tolerate unlawful harassment of its employees by anyone, including board members, managers, supervisors, co-workers, vendors, clients or residents.

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's sex, color, race, ancestry, religion, national origin, age, veteran status, citizenship, physical or mental disability, or any other legally protected characteristic. Friends House Retirement Community will not tolerate harassment that affects tangible job benefits, interferes with an individual's work performance, or creates an intimidating, hostile, or offensive working environment.

Sexual harassment deserves special mention. Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex constitute sexual harassment when (1) submission to the conduct is an explicit or implicit term or condition of employment, (2) submission to or rejection of the conduct is used as the basis for an employment decision, or (3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually-oriented "kidding" or "teasing," "practical jokes," jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching, or brushing against another's body.

All managers, supervisors and employees are expected to assure that unlawful harassment does not occur at Friends House Retirement Community. Any employee who feels that he or she has experienced or witnessed any unlawful harassment should immediately notify his/her Department Head. In the event that an employee is uncomfortable discussing the issue with his or her Department Head, the employee should immediately notify the Executive Director.

It is an integral part of this policy that Friends House Retirement Community will allow no retaliation or reprisals against employees who make complaints about possible unlawful harassment. Unlawful harassment can only be prevented with the active reporting of all employees. Therefore, anyone who feels that they have experienced retaliation for

reporting unlawful harassment should notify his/her Department Head, or the Executive Director.

All complaints will be taken seriously and investigated promptly and thoroughly by Friends House Retirement Community. Complaints and their resolution will be kept confidential to the extent possible. Any employee found to have engaged in unlawful harassment or retaliation will receive appropriate discipline that could result in immediate termination. All managers, supervisors and employees will act responsibly to establish a pleasant working environment free of harassment or discrimination of any kind.

EMPLOYMENT HEALTH REQUIREMENTS

The Health Departments of the State of Maryland and Montgomery County have established the following requirements for employment or when requested:

Physical examination or statement from a physician confirming freedom from infected skin lesions, and communicable and infectious diseases, including tuberculin testing.

The Tuberculin test (PPD) as required by the State is given by the nursing staff. If the tuberculin test is positive, a chest x-ray must be carried out unless such an X-ray is medically contra-indicated. If the chest X-ray is abnormal, further investigation may be necessary. Those employees under 18 years of age will need to obtain written permission from their parents in order to receive PPD testing. The State of Maryland will provide Tuberculin testing and care as needed. The employee will bear the full expense of all other health test requirements. Tuberculin testing on all staff who test negative will be done annually. A follow-up questionnaire will be done on all positive reactions.

DRUG AND ALCOHOL FREE WORK PLACE POLICY

Friends House Retirement Community has a significant interest in ensuring the health and safety of its employees and its residents. In furtherance of this goal, Friends House Retirement Community has established the following rules and regulations regarding the use, sale, or possession of illegal drugs, alcohol, or controlled substances.

1. The sale or possession of illegal drugs, alcohol or controlled substances on the premises of Friends House Retirement Community may result in immediate dismissal.
2. The sale or possession of illegal drugs or controlled substances off-duty or off the premises of Friends House Retirement Community may result in immediate dismissal.
3. The legal use of drugs prescribed by a licensed physician may be permitted provided that the you inform your supervisor or Department Head before using the drug and disclose any detrimental effects the drug may have on your work performance.

Friends House Retirement Community will not tolerate any violation of this policy. A violation of this policy is considered by Friends House Retirement Community to be serious misconduct and may result in discipline including termination, at the sole discretion of Friends House Retirement Community.

DRUG TESTING

In furtherance of its policy to provide for the health and safety of its employees and to ensure the health and safety of others, Friends House Retirement Community has established the following procedure for the testing of drug use:

Friends House Retirement Community has the right to require blood, urine, hair and/or saliva samples in any of the following situations:

1. If you are involved in any accident at work or while on duty or are involved in any accident off-duty or off the premises that indicates the possible illegal use of drugs or controlled substances, you may be required to submit to blood, urine, hair and/or saliva samples for testing, at the discretion of Friends House Retirement Community.
2. Upon reasonable cause, Friends House Retirement Community has the right to require you to submit blood, urine, hair and/or saliva samples for testing. Such reasonable cause includes, but is not limited to: (a) absenteeism; (b) declining productivity or performance; (c) repeated tardiness; (d) suspect behavior.

The drug and/or alcohol test will be conducted by a state-approved laboratory. In the event of a positive test result, you have the option and right to obtain from the laboratory the remainder of the sample examined for the purpose of independent testing to verify the results of the laboratory. The independent test for verification of results shall be conducted at a state-approved laboratory of the employee's choice. In conducting its tests, the laboratory must satisfy proper transfer and chain of custody collection. If you choose to proceed with an independent test for verification, you are responsible for the cost of the independent test.

COMPUTER, VOICE-MAIL AND E-MAIL SYSTEMS

Friends House Retirement Community maintains computer, voice-mail and electronic-mail (e-mail) systems to assist in the conduct of business. As an employee of Friends House Retirement Community, you may be required or permitted to access those systems in order to perform your job duties. These systems, including the equipment and the data stored in the system, are and remain at all times the property of Friends House Retirement Community. As such, all records, documents, messages created, sent, received or stored in the systems are and remain the property of Friends House Retirement Community.

Employees are responsible for complying with the restrictions of any licensing agreements or other agreements regarding the computer or telephone voice mail systems or computer programs contained in the system. Employees may not make copies of any programs without the express permission of Friends House Retirement Community. In addition, the programs contained in the system, should be treated as confidential information.

Messages should be limited to the conduct of business at Friends House Retirement Community. Voice-mail and e-mail may not be used for the conduct of personal business. Messages must not contain content that may be considered offensive or disruptive to any employee or to the conduct of business. Offensive content would include, but is not limited to, sexual comments or images, racial, religious or ethnic slurs, gender-specific comments, or any comment that would offend someone on the basis of his or her age, race, sex, religion, sexual orientation, national origin, disability, or political beliefs.

Friends House Retirement Community reserves the right to retrieve and review any message composed, sent or received on the voice-mail and e-mail systems. All passwords must be made known to the Company upon request.

While computers, voice-mail and e-mail may accommodate the use of passwords for security, confidentiality cannot be guaranteed. Please note that even when a document, file or message is deleted or erased, it still is possible to recreate the message. Documents, files and messages may be reviewed by someone other than the intended recipient.

Therefore, ultimate privacy of these items cannot be ensured, and you should have no expectation of privacy with respect to any messages composed, sent or received on the computer, voice-mail or e-mail systems. Employees learning of any misuse of the computer, voice-mail or E-mail system or violations of this policy shall notify management immediately. Violations of this policy may result in the imposition of disciplinary action, which may include termination.

PROHIBITED ITEMS

Friends House Retirement Community wants to conduct its business affairs in a safe, legal, and professional manner. Items or substances that are considered unsafe, illegal, or unprofessional may not be possessed, maintained, transported, used or consumed on the premises or in vehicles or equipment belonging to Friends House Retirement Community at any time. These items and substances include, but are not necessarily limited to:

- (a) deadly weapons such as firearms, bows and arrows, and knives;
- (b) illegal drugs;
- (c) controlled substances (unless prescribed by a licensed medical practitioner)
- (d) alcoholic beverages;
- (e) explosive materials such as firecrackers and any other highly volatile materials.

GENERAL SAFETY AND HEALTH

Safety is a primary concern of Friends House Retirement Community, both for residents and employees. However, maintaining a safe working environment requires the effort and cooperation of everyone. Most accidents are caused by haste and carelessness. We earnestly ask your cooperation in working carefully and safely and ask you to take an active role in safety and accident prevention. It is your responsibility to prevent accidents by observing all safety and fire precautions. You are expected to maintain a high level of personal hygiene. Your dress should be neat in appearance in accord with accepted business standards. You are responsible for cleaning up your work area and space. All materials should be put away in the appropriate space. You will be instructed in the proper use of safety equipment. You are responsible for following these instructions, and the failure to do so may result in disciplinary action.

All accidents, no matter how slight, must be reported immediately to your supervisor.

Horseplay is not allowed under any circumstances. If you are found engaging in horseplay, you may be subject to prompt disciplinary action, including suspension and termination.

If an employee fears for their personal safety, or issues a Restraining Order against another person, the employee must notify their supervisor immediately of the situation.

EMPLOYEE ORIENTATION

Orientation for each new employee includes a general introduction to staff, a tour of the facility, an explanation of the personnel handbook, a job description, a work schedule, and the fire and disaster plan.

NORMAL WORK WEEK

The normal work week for a full-time employee is 37.5 hours of work on a 7.5-hour day basis, starting on Sunday and ending the following Saturday.

The normal daily working hours consist of 7.5 hours, plus one required half hour unpaid lunch break. The normal workday also includes one 15-minute paid break period. An employee must work 5 consecutive hours to receive a 15-minute paid break. Lunch periods and breaks will be assigned by the Department Head and are staggered to insure coverage at all times.

You must obtain prior approval from your supervisor in order to work through lunch. In the event that you obtain this prior approval, or are required by Friends House Retirement Community to work through lunch, you will be paid for all hours actually worked.

Whenever possible, each full time employee will be given two (2) consecutive days off each week. However, Friends House Retirement Community retains the discretion to change scheduled hours with little or no notice to the employee. In addition, employees with a permanent schedule can have their hours reduced in the sole discretion of Friends House Retirement Community. Employees may change their scheduled hours only with the prior consent of the Department Head.

If you are exempt from overtime, you are expected to work as many hours as necessary to fulfill the responsibilities of your position and to complete your assigned tasks.

EMPLOYMENT OF RELATIVES

Friends House discourages the hiring of relatives on the same shift or in the same department. This will be done only under special circumstances.

B. WAGE AND SALARY POLICIES

JOB CLASSIFICATION and WAGE SCALE

Job descriptions are written for all positions in the facility, and each job is given a job classification.

New employees are paid a minimum starting wage for the job classification in which they are hired. Experience is recognized, and every effort is made to maintain an adequate and just wage scale.

SHIFT DIFFERENTIAL

The following job classifications are paid an additional hourly rate for those working evening shift (3-11 p.m.) and night shift (11-7 a.m.) and all weekend shifts: Registered Nurse, Licensed Practical Nurse, Certified Medicine Aide, Certified Geriatric Nursing Assistant.

OVERTIME (Non-exempt employees only)

Overtime may be required by Friends House Retirement Community. While every effort is made to keep overtime hours to a minimum, if you are required to work overtime, you must do so. Overtime hours must be authorized in advance by the Department Head who will initial the employee time card. Failure to obtain your Department Head's prior approval before working overtime may result in disciplinary action, up to and including termination of employment.

It should be noted that only actual hours worked are totaled in determining overtime pay. Leave hours or holiday hours taken during a work week are not included when counting

the total hours worked. Overtime policies are determined by the Federal Wage and Hour Law. Time and one-half is paid for overtime work.

In Friends House, overtime is paid after 40.0 actual work hours in one seven (7) day work week.

In Friends Nursing Home, overtime is paid after either 8 actual work hours in one day or 80 actual work hours in a fourteen (14) day pay period.

PAY CHECKS

The only deductions automatically made from your check are those required by law, such as Federal and State Income Taxes, Federal Old Age Benefits (Social Security) and any required garnishment.

If you desire you may arrange to have any of the offered cafeteria plans as outline in the benefit section. The qualified premiums can be deducted from your paycheck using pre-tax dollars through the Flex 125 program. Please contact the Business Office for further details.

Paychecks are distributed by Department Heads. If at any time you have a question about your scheduled hours or pay check, you should contact your respective Department Head.

The pay period is two weeks, beginning on Sunday and ending on the following Saturday. The paychecks are distributed on the Friday immediately following the end of the pay period. We do not release payroll checks to anyone other than the employee, except with the written authorization of the employee.

TIME AND ATTENDANCE SYSTEM

Friends House Retirement Community is required by law to maintain a record of hours worked by each employee. A time and attendance system is used for recording this time. You are fully responsible for the proper and accurate recording of your work time. Failure to use the time and attendance system to report your work time may result in disciplinary action including termination of employment.

CALL IN PAY

Nursing Staff, called in to work an unscheduled shift but unable to report to work at that shift's starting time, will be paid from the beginning of the shift.

FAMILY and MEDICAL LEAVE ACT

Family and Medical Leave Act of 1993 (FMLA) requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and

medical reasons. Positions are not protected if leave extends beyond 12 weeks. Employees are eligible for FMLA leave if they have worked for a covered employer for at least one year, and for 1250 hours in the 12 months preceding the commencement of the leave, and if there are at least 50 employees within 75 miles. The 12-month period during which family or medical leave may be taken is a rolling period ending with the last day of any family or medical leave the employee takes.

Unpaid leave must be granted for any of the following reasons: 1) to care for the employee's child after birth, or placement for adoption or foster care; 2) to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or 3) for a serious health condition that makes the employee unable to perform the employee's job.

Eligible employees are entitled to take a leave in relation to a family member's service in the Armed Forces. The qualified FMLA leave may be granted for a family member's active duty or call to active duty in the Armed Forces in support of a contingency operation. In addition, qualified employees may take up to 26 weeks in a single 12-month period to care for a service member (spouse, son, daughter, parent or nearest blood relative) who has suffered an illness or injury in the line of duty while on active duty in the armed forces.

Effective October 1, 2008, an employee that has earned more than one type of paid leave, the Flexible Leave Act allows the employee to choose the type and amount of paid leave to care for family members, providing that the usage complies with Friends House, Inc. employment policies. During the leave, Friends House Retirement Community may require an employee to report periodically on his or her status and intention to return to work. If the employee engages in other work or employment during the leave, he or she may be considered to have violated the terms of the leave and to have voluntarily terminated employment with Friends House Retirement Community.

For the duration of FMLA leave, the facility must maintain the employee's health coverage under any "group health plan". The employee will be responsible for their share of the premium. If paid leave is substituted for unpaid family/medical leave, Friends House Retirement Community will deduct the employee's portion of the health care premium as a regular payroll deduction. If all or any portion of the leave is unpaid, the employee must directly pay his or her portion of the premium through Friends House Retirement Community. Health care coverage will cease if the employee's premium payment is more than 30 days late. If the employee elects not to return to work at the end of the leave period, he or she will be required to reimburse Friends House Retirement Community for maintaining coverage during the leave, unless the employee cannot return to work because of a serious health condition or other circumstances beyond the employee's control.

Requests for family and medical leave must be filed in writing with the Department Head. The employee ordinarily must provide thirty days advance notice when the leave is "foreseeable". Friends House Retirement Community requires medical certification to

support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense). A fitness for duty report is required in order to return to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

If the employee does not return to work upon the expiration of the scheduled leave, she will be considered to have voluntarily terminated employment.

LEAVE OF ABSENCE WITHOUT PAY

A leave of absence without pay may be granted in the sole discretion of Friends House Retirement Community for extenuating circumstances and medical reasons, including maternity leave.

Requests for the leave must be made in writing and approved by the Department Head and Executive Director. In the event of a medical condition, all accrued sick leave must be used before any leave without pay will be granted. Accrued annual leave may be used at the employee's discretion.

During the leave of absence you may elect to continue your enrollment in our health, cancer, life and intensive care insurance plans provided that you make full premium payments during the period of your leave. Coverage will cease if the premium payment is more than 30 days late. If you elect not to return to work at the end of the leave period, you will be required to reimburse Friends House Retirement Community for maintaining coverage during the leave. Upon return to work, you will retain credit for your years of service prior to the leave.

C. JOB PERFORMANCE

PERFORMANCE EVALUATIONS

Written evaluations give Friends House Retirement Community an opportunity to commend you for your work or to give recommendations to improve your performance. Job performance evaluations are usually made within the first three months of employment and at least annually thereafter.

Your wages will be reviewed at this time. Adjustments in compensation may depend on the quality of your work and your dependability.

You will be requested to sign the evaluation form showing that opportunity has been given to discuss and comment on the evaluation. The signature on the evaluation form does not necessarily mean that you agree with the evaluation.

TARDINESS-ABSENCE

Employees are expected to be on duty promptly at starting time. Repeated tardiness may result in disciplinary action including termination of employment.

If it is ever necessary to be absent, your supervisor must be informed as soon as possible. All employees scheduled for the 7:00 a.m. to 3:00 p.m. shift must notify their supervisor at least 2 hours before the shift. All employees scheduled for all other shifts must notify their supervisor at least 2 hours before the shift. Failure to call in may result in disciplinary action including termination of employment.

DISCIPLINARY PROCEDURES

Disciplinary procedures may be initiated whenever an employee's work performance, attendance, or conduct, which also includes failure to follow the Resident's Bill of Rights, falls below acceptable standards. The reason for discipline and the disciplinary procedure should be documented, then signed by the employee and placed in the employee's personnel file. The primary purpose of these disciplinary procedures is to help the employee correct or improve deficient performance so as to reach or exceed minimum acceptable standards.

The decision to discipline or terminate your employment for any conduct deemed unacceptable shall be at the discretion of Friends House Retirement Community. You may be terminated with or without cause at any time whatsoever at the sole and absolute discretion of Friends House Retirement Community.

The following is a list of examples of behavior, which Friends House Retirement Community deems serious enough to warrant termination on the first offense. The list is by way of example only, and is not to be considered a complete or total list of reasons for termination:

- a. Any abusive treatment of a resident, visitor, or fellow employee;
- b. Theft of property in any form;
- c. Use of alcohol or illegal drugs on the premises, or reporting to work under the influence of alcohol or illegal drugs.
- d. Fighting or threatening physical violence;
- e. Possession of a weapon;
- f. Use of abusive language;
- g. Insubordination or refusal to accept job assignments;
- h. Repeated tardiness or absenteeism;
- i. Willful destruction of property;

- j. Defacing or damaging property;
- k. Deliberate misuse of time clock by clocking in or clocking out for another employee, or overstating hours worked;
- l. Sleeping during working hours;
- m. Absence from work for three (3) consecutive workdays without notifying your supervisor, and without providing a valid explanation for such unauthorized absence;
- n. Sexual harassment;
- o. Failure to perform job assignments in a satisfactory or safe manner, and/or failure to adhere to the job description;
- p. Illegal, immoral, or unethical conduct.

Leniency granted in a particular case involving a violation of existing policies does not imply the cancellation or waiver of these policies, but is to be interpreted as an unusual circumstance.

Even though an employee has been dismissed, that employee may appeal the dismissal decision to the Executive Director for reconsideration. (See Grievance Procedure Page 17)

The following steps are the usual disciplinary procedures: verbal warning, employee conference, written warning, performance improvement plan, suspension and dismissal. However, disciplinary action may begin at any step, and steps may be combined or skipped altogether. The degree of discipline as determined by Friends House Retirement Community in its sole judgment, depends upon several factors including the employee's overall work record and prior performance evaluations. If misconduct is involved, the gravity of the offense and the circumstances under which it occurred will also be considered.

TERMINATION OF EMPLOYMENT

TERMINATION

1. Involuntary Termination - You can be terminated with or without cause at any time whatsoever at the sole and absolute discretion of Friends House Retirement Community. If you have been terminated by Friends House Retirement Community, you are entitled to unused accrued vacation benefits for the current year. Any overdrawn vacation will be deducted from the final paycheck. If the final paycheck does not cover the full amount due, you must issue a check to Friends House Retirement Community to cover the balance due.

2. Resignation

A minimum of two (2) weeks notice of intended resignation is expected of all employees, except in the case of Department Heads who are expected to give a minimum of four (4) weeks notice. In calculating termination benefits, overdrawn annual leave will be deducted from your final paycheck, and accrued unused annual leave will be paid to the employee.

An exit questionnaire may be requested by the Department Head or the Executive Director. An employee may request an exit interview. A neutral letter of reference containing position held, dates of employment and final rate of pay will be furnished upon request.

FINAL PAYCHECK

Your final paycheck will be processed and issued through the regular payroll system. Included in this paycheck are all earned accrued annual leave hours. Any charges due will be deducted from the final paycheck. Accrued unused sick leave hours are not paid upon termination of employment. If you are leaving your current address, please leave your forwarding address with the Business Office or your Department Head.

GRIEVANCE PROCEDURE

A “grievance” is a complaint by an employee that there has been a violation, misinterpretation or unfair application of any of the policies of the Employee’s Handbook. The grievance process involves the following steps:

- Step 1: Within five working days after the event occurs, the employee shall first discuss the problem which is the source of the grievance with the Department Head.
- Step 2: If the conference with the Department Head does not produce mutual satisfaction, within five (5) working days the employee may discuss the problem with the Executive Director, who will render a written response within ten (10) working days.

III.EMPLOYEE RESPONSIBILITIES

PERSONNEL RECORDS

It is to your benefit that your personnel records be kept up to date. You must notify your Department Head or the Business Office when any of the following change:

- 1) Name
- 2) Address or telephone number
- 3) Federal or State withholding status

- 4) Employees Money Purchase Pension Plan or other insurance beneficiary
- 5) Person to notify in case of emergency
- 6) Marital status
- 7) Dependents

Your application, evaluations, reference letters, warning notifications, and Inservice Education Certificates are some of the usual documents included in your personnel file. The information in your personnel file is confidential. It will be made available to authorized persons inside Friends House Retirement Community only as necessary. Persons outside Friends House Retirement Community will be given information only when required by law or when authorized by the employee in writing.

During normal Business Office hours you may read your own personnel file. Materials in the file may be copied for the employee at the employee's own expense.

EMPLOYMENT AUTHORIZATION

All employees must provide employment eligibility verification under the provisions of the Immigration Reform and Control Act of 1986. To maintain continuous employment eligibility, an employee with temporary work authorization should apply for new work authorization at least 90 days before the current expiration date. If you cannot provide proof of current work authorization, we will not continue to employ you.

APPEARANCE AND PERSONAL HYGIENE

Each employee's appearance directly influences the impression the facility makes on others. The employee shall maintain proper personal hygiene both for reasons of appearance and for infection control.

- 1) Body cleanliness is mandatory; adequate bathing and deodorant are essential.
- 2) Clothing must be clean, neat, and appropriate for the department in which the employee is working.
- 3) Teeth should be cared for properly.
- 4) Hair must be kept clean and well groomed.
- 5) Fingernails must be clean and maintained.

ILLNESS

It is necessary that whenever you become ill at work you notify the supervisor to determine whether you should continue to work. It is critical that if you become ill at home, and your doctor tells you that you have an infectious disease, including the flu, you must notify the supervisor so that any necessary precautions to protect other employees and residents can be taken.

LOCKER

A limited number of lockers are available to employees. Only you are to use your locker during your shift. You are responsible for keeping the locker orderly and clean. Lockers may be inspected at any time by your supervisor.

If you find it necessary to bring valuables, cash, wallets, purses, handbags, or clothing to work, please keep them locked in your locker or desk. Friends House Retirement Community does not provide locks and therefore cannot be responsible for any employee's personal property.

SEARCHES

Friends House Retirement Community has the right to search any employee's person, possessions and work or personal spaces or vehicles as employees enter or leave the premises of Friends House Retirement Community at any time that you are on the premises. Equipment, vehicles or property, such as desks, file cabinets, safes, rooms, etc., will not be considered to be the employee's private domain regardless of whether it is lockable or not, or who possesses the key. Such types of equipment, vehicles or property are subject to access by Friends House Retirement Community, and employees should have no expectation of privacy in them.

AUTOMOBILE AND PARKING

Parking facilities are provided at no charge for all employees. Please refrain from parking in areas designated for visitors and the handicapped. For your protection, it is advisable to lock your car.

The speed limit on the property is 15 mph.

Report any accident involving property damage by filing a police report immediately and notify administration.

SUGGESTIONS

Employees are encouraged to submit their comments and suggestions. Ideas might include ways to improve services and operations, increase efficiency, improve safety, reduce costs, improve employee morale, or promote residents' enjoyment of the Friends House facilities. Suggestions may consist of an idea, an invention, a method or process, or a procedure. Suggestions may be discussed informally with your supervisor or

submitted in writing. There are suggestions boxes located in both Friends House and Friends Nursing Home.

COMPLAINTS

When you have a concern or problem, you are asked to bring it to the attention of the Department Head or Supervisor. You will be given a full opportunity to discuss the matter and every effort will be made to work out a mutually satisfactory solution. If needed, your problem can be discussed with the Executive Director.

Opportunities to discuss your concerns are also available through Department Meetings. You are encouraged to use these meetings to identify problems that may hinder departmental cooperation or performance.

ACCIDENT NOTIFICATION

Accidents or incidents involving residents, employees or visitors must be reported immediately to the Department Head or Supervisor. An incident report must be completed at that time.

SMOKING

Smoking is not permitted while you are on duty. This is a smoke-free work place. This prohibition includes all indoor work areas, offices, restrooms, lunch rooms, conference rooms and/or meeting rooms, all company vehicles, and personal vehicles. If you desire to smoke while on break, you must leave the building.

WEATHER EMERGENCIES

The Executive Director determines which shifts are recognized as weather emergencies. Staff who are called upon or volunteer to remain at work will receive meals at no cost during the emergency.

Housing will be supplied on grounds when accommodations can be arranged. If there is an appropriate 4-wheel drive vehicle available, the administration may make an attempt to pick up employees who cannot drive in on their own. Please call if you need assistance. This service is provided only for weather emergencies.

When a weather emergency is declared, non-exempt employees who arrive within two (2) hours of their normal work hours will be paid the full seven and half (7.5) hours. Those non-exempt employees arriving after the first two hours will be paid only for the actual hours worked.

Anyone not able to get in for work may use annual leave for hours missed. Each employee is encouraged to come in, since too great a burden is placed on those who stay over to provide adequate staffing in an emergency.

LOST AND FOUND

Articles found on the premises are to be turned over to the Supervisor or the Business Office. If you have lost an article, please check with them.

TELEPHONE CALLS, CELL PHONE AND PAGER USE

Incoming personal telephone calls to employees on the Friends House Retirement Community telephone system are discouraged, unless for a bona fide emergency.

Personal cell phones and pagers are not to be used during working hours because the use of personal cell phones and pagers during work hours can interfere with employee productivity, be distracting to residents and others, and interfere with the general atmosphere of the Facility. Cell phones and pagers should not be on an employee's person while he or she is on the clock. If an employee feels it is absolutely necessary to bring a personal cell phone or pager to work, it must be turned off and stored in the employee's locker, purse or jacket during work hours.

Employees may use their personal cell phones or pagers during lunch or other break times, in non-working areas of the Facility, but at no other time will their usage be acceptable. Discretion should be used during these periods so as to minimize the intrusiveness of personal calls.

Under no circumstances may an employee make personal calls from a resident's phone. Courtesy in answering the telephone is essential. Please be pleasant and courteous at all times.

CHILDREN AT WORK

An employee's child is not permitted on the premises during an employee's work schedule. An employee's child, while visiting on the premises, must be accompanied by an adult.

GRATUITIES, GIFTS, AND TIPS

Our purpose is to render complete and efficient service for our residents. Employees are asked never to accept tips or gratuities of any kind from residents or residents' families.

Accepting tips or gratuities destroys the spirit of dedicated service, which is one of our primary objectives.

Whenever a monetary gift or tip is offered in appreciation for services rendered it must be graciously declined. Satisfaction will come from knowing that the job has been done well. The exception to this policy is a once-a-year monetary gift given to staff at Christmas time.

Small non-monetary gifts to recognize a special event, such as a birthday, special anniversary, birth of a child, retirement, or leaving our employment are acceptable when exchanged between staff, or staff and residents.

SOLICITATION AND DISTRIBUTION

NON-EMPLOYEES

Persons not employed by Friends House Retirement Community are not permitted to solicit or distribute on Friends House Retirement Community property for any purpose at any time.

EMPLOYEES

Employees are not permitted to solicit or distribute for membership in any organization, for signing any petition, selling merchandise, tickets, and so forth, during working time or in any work area on the premises. Working time does not include break periods, mealtime, or other specified break periods. Employees are not permitted to solicit or distribute for any reason at any time in resident or patient care rooms; or where residents eat, receive medical attention, training, or therapy.

NO SOLICITATION OF RESIDENTS AT ANY TIME.

BULLETIN BOARDS

The posting, changing or removing of any material from employee bulletin boards is not permitted without prior permission from the Administration. Display and exhibit bulletin boards for residents may be used only by residents or authorized staff.

OPERATION OF RESIDENT'S VEHICLES

Employees are not permitted to operate a resident's automobile or transport residents during working hours in the employee's personal vehicle without administrative authorization.

FINANCIAL TRANSACTIONS

Financial transactions between residents and employees are to be avoided. If any such transaction must take place, it has to be authorized before the transaction takes place by the Executive Director.

CONFLICTS OF INTEREST - BEQUESTS AND WILLS

Employees may not accept any gift from a resident or a resident's family under a will or trust instrument unless the resident is a relative. No employee may serve as a resident's executor, trustee, administrator, or guardian, nor act for a resident under a power of attorney except in those cases where the employee and resident are related by blood or marriage.

DISCLOSURE AND EXCEPTIONS

Employees shall disclose to the Executive Director all known, potential, or possible conflicts of interest as soon as the employee becomes aware of them.

CONFIDENTIALITY

Residents are assured confidential treatment of their personal and medical records. Exchange of personal information with residents, visitors, employees or others inside or outside the facility is unethical and may be prohibited by law.

IV. BENEFITS – Friends House Retirement Community retains the sole discretion to determine what benefits will be provided and to resolve any questions that may arise with respect to those benefits provided.

EMPLOYEE CLASSIFICATIONS

FULL-TIME EMPLOYEES are those who work or average 67.5 – 75 hours every two (2) weeks.

PART-TIME EMPLOYEES

$\frac{3}{4}$ time employee works 56.25 – 67.4 hours every two (2) weeks.

$\frac{1}{2}$ time employee works 37.5 - 56.24 hours every two (2) weeks.

Less than $\frac{1}{2}$ employee works 0 – 37.4 hours every two (2) weeks.

INITIAL PERIOD OF EMPLOYMENT

During the first three (3) months of employment, an employee is not entitled to any benefits or to take accrued sick, annual or holiday leave. However, in their first three (3) months of employment, employees will accumulate sick leave, annual leave, and holiday leave benefits at the same scheduled rate as other employees. Employees may access their accumulated leave hours after the conclusion of their first three (3) months of employment.

GROUP HEALTH INSURANCE

After completion of three (3) months of continuous employment, you may become eligible to participate in one of our Group Health Insurance Plans. Contact the Business Office for current medical plans. If you do not elect to participate at that time you must wait until open enrollment in October of each year.

Friends House will pay 80% of the total premium of the plan chosen for Full-time employees after completion of three (3) months of continuous employment.

Part-time employees working at 1/2 time or more will receive a pro-rated percentage of the benefit. Less than 1/2 time employees receive no insurance benefit.

If an employee wishes to participate in one of the Group Health Insurance Plans before the employee has been employed for three (3) months, the employee must pay the full premium of the plan chosen until he or she has been employed for three (3) full months with Friends House Retirement Community.

When you leave our employ, and if you have been participating in one of our Medical Insurance plans, you may be eligible to continue coverage under our group health plan through COBRA for 18 months after termination by paying the full premium. For further information please see the Business Office.

EMPLOYEE FUNDED BENEFITS

Employee funded benefits are available through payroll deduction. The full premium is the obligation of the employee working directly with the insurance representative. Contact the Business Office for current cafeteria plans.

LIFE INSURANCE

Upon completion of the first three (3) months of employment, every employee who regularly works at least 37.5 hours per pay period is covered by a life insurance policy. Employees under age 70 will receive a \$10,000 policy; employees 70 and over will receive a \$5,000 policy. The policy will be canceled upon termination of employment.

WORKER'S COMPENSATION INSURANCE

While you are working for Friends House Retirement Community, you are covered by Worker's Compensation Insurance. If you have an occupational injury or illness, which causes you to miss more than three days worktime, you may be paid for loss hours as determined by Worker's Compensation. Medical expenses may be covered by the Worker's Compensation Insurance Company. Your eligible sick leave benefits will not be lost.

If you are injured at work, you **must** report any injury **immediately** to your supervisor. You will need to complete and sign an incident packet. Questions regarding your claim should be directed to the Business Office.

FRIENDS HOUSE RETIREMENT COMMUNITY EMPLOYEE RETIREMENT PLAN

A Retirement program has been established to encourage retirement planning and provide another source of retirement benefits. Contributions to the fund are made by Friends House Retirement Community based on your annual income. An employee hired to work and scheduled at least 1000 hours per year will participate in the plan immediately following completion of one year of employment provided the employee has reached the age of 21 years.

Friends House will contribute 3% of your annual income to a Retirement plan which will be deposited each payroll. An additional 2% match will be contributed if you contribute 2% to the plan. Employees are encouraged to participate beyond the Friends House match into the plan.

The retirement savings plan is available to all employees through payroll deduction after 3 months of employment. This benefit offers the opportunity to not only save for your retirement but also to reduce your current tax obligation. Information is available in the Business Office.

HOLIDAYS

Friends House Retirement Community recognizes the following holidays:

New Year's Day
Martin Luther King Jr.'s Day
President's Day
Good Friday
Memorial Day
Independence Day (July 4)
Labor Day
Thanksgiving Day
Christmas Day

When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

HOLIDAY PAY FOR HOLIDAYS NOT WORKED

Full-time employees will be paid for seven and one-half (7-1/2) hours at their base hourly rate of pay.

3/4 time employees will be paid for 5.625 hours.

1/2 time employees will be paid for 3.75 hours.

Less than 1/2 time employees will receive no benefit.

HOLIDAY PAY FOR HOLIDAYS WORKED

Employees who work on the actual holiday and not the observed holiday will be paid a holiday benefit of one (1) additional hour at their base hourly rate of pay for each hour worked, not to exceed seven and one-half (7-1/2) hours of holiday pay. This policy applies to all employees, including those in their first three (3) months of employment.

An employee who works the actual holiday but is due the non-worked holiday benefit will be paid the greater of the two benefits.

Employees in their first three (3) months of employment will not be paid their holiday premium at the time the holiday is worked, but will be paid for the hours they actually work on the holiday at their regular rate of pay. Any holiday premium for which an employee in her first three (3) months of employment would be eligible will be placed into the annual leave accrual bank. Once the employee has been employed for three (3) months, she/he will earn and will be paid the accrued holiday premium. All employees leaving before they have been employed for three (3) full months will not earn and will not be paid the accrued holiday premium.

In order to receive the Holiday benefit, employees must work their regularly scheduled shift the day prior to the Holiday and the day after the Holiday.

VACATION LEAVE

Vacation is intended to provide eligible employees with time off for rest and relaxation.

Provisions are made for each employee working at least 1/2 time to have vacation leave with pay. Employees are entitled to take vacation leave after their first three (3) months of employment. Less than 1/2 time employees receive no vacation benefit.

Employees entitled to earn vacation will earn vacation leave at the following rate:

1st and 2nd years: .0385 per total hours reported
3rd and 4th years: .0462 per total hours reported
5th - 19th years: .0577 per total hours reported
20th year and on: .0846 per total hours reported

EXAMPLE:

(Total hours reported x decimal formula equals earned hours, i.e. 80 hours x .0462 equals 3.7 hours per pay period)

FULL-TIME EMPLOYEES

1st & 2nd years: 10 days each year (75 hours)
3rd & 4th years: 12 days each year (90 hours)
5th - 19th years: 15 days each year (112.5 hours)
20th year & on: 22 days each year (165 hours)

Employees may accumulate vacation leave up to a maximum of 225 hours or 30 days.

Written requests for vacation leave should be given to the Department Head at least one full pay period in advance of the time requested. Individual vacation days will be granted with approval of the Department Head. Requests will be granted when possible. In case of conflict, requests regarding dates of vacation will be granted in accordance with years of service.

Employees are eligible to receive a vacation payout in lieu of taking vacation days off. Employees may request two vacation payouts per calendar year. The maximum amount an employee may request for payout is one-half of the total yearly vacation benefit. A minimum of 15 hours must remain in the employee vacation bank.

For example: A full-time employee in their first or second year of employment would receive .0385 per total hours reported on payroll for vacation (which is approximately 10 days per year.) The employee in this example can request a maximum payout of 5 days in the calendar year. The employee in this example could request 3 days of payout in May and another 2 days in September, as long as there remains at least 15 hours in the employees' vacation bank at the time each request is made.

An employee may receive vacation pay in advance if requested at least one full pay period prior to actual time taken off.

Accrued unused vacation leave will be paid to employees upon termination of employment.

SICK LEAVE

Sick leave may be granted to an eligible employee who is personally too ill to perform work, provided the employee has called in to the supervisor. An employee's sick leave benefits are as follows:

1st year: multiply total hours reported by .0230

2nd year and thereafter: multiply total hours reported by .0460

EXAMPLE: FULL-TIME EMPLOYEE

1st year: 6 days or 45 hours per year

2nd year on: 12 days or 90 hours per year

Sick leave may be paid for scheduled work hours missed due to illness, maternity leave, or injury after the first three (3) months of employment. However, employees will accumulate sick leave during the first three (3) months of employment probationary time.

Part-time employees accrue sick leave on a pro-rata basis depending on whether they are $\frac{3}{4}$ Time Employees or $\frac{1}{2}$ Time Employees. Less than $\frac{1}{2}$ time employees receive no paid sick leave benefit.

Certification of illness or injury in the form of a physician's certificate is required under the following conditions:

- a. Absence for three (3) consecutive working days or longer.
- b. If, based upon your attendance record, the Department Head requests it; regardless of the number of days missed.

Effective October 1, 2008, an employee that has earned more than one type of paid leave, the Flexible Leave Act allows the employee to choose the type and amount of paid leave to care for family members, providing that the usage complies with Friends House, Inc. employment policies. During the leave, Friends House Retirement Community may require an employee to report periodically on his or her status and intention to return to work. If the employee engages in other work or employment during the leave, he or she may be considered to have violated the terms of the leave and to have voluntarily terminated employment with Friends House Retirement Community.

Employees are permitted to carry over their accrued unused sick leave from year to year. Accrued unused sick leave is not paid upon termination of employment.

FUNERAL LEAVE

In the event of a death in the immediate family of an employee, up to three (3) days of accrued sick leave will be granted. The immediate family is: husband, wife, child, mother, mother-in law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, grandfather, grandmother, and grandchild.

Extensions to this policy may be granted by the Executive Director.

JURY DUTY

It is everyone's civic duty to serve on a jury when called. We will pay an employee's regularly scheduled daily rate for each day of jury duty served for up to five (5) days. We reserve the right to require a certificate indicating proof of jury duty service. If the period of time is greater than five days, please check with the Department Head.

WITNESS DUTY

If you are subpoenaed for a deposition or to testify in a civil or criminal trial, Friends House will provide you with unpaid leave for the time required for your testimony. Employees should notify their supervisor immediately upon receiving any subpoena. We reserve the right to require proof that you have been subpoenaed for deposition or trial prior to granting the time off.

MILITARY LEAVE OF ABSENCE

A military leave of absence may be granted if you enlist, are inducted, or are recalled to active duty in the armed forces of the United States for a period of not more than five (5) years. Employees who perform and return from military service in the armed forces, the military reserves, or the National Guard shall have and retain such rights with respect to reinstatement, seniority, vacation, lay-offs, compensation, and length of service pay increases as may be from time to time provided, in accordance with the applicable federal and state law.

Upon satisfactory completion of military service and timely notice of intent to return to work, you will be reinstated to the job that you would have had if you had been continuously employed, or to the job that you left, provided you are qualified and Friends House Retirement Community's circumstances have not changed to the extent that it would be impossible or unreasonable to provide reemployment. If, upon your return from military service, you are not qualified for the position that you would have had if you had been continuously employed, or the position you left, Friends House Retirement Community will make reasonable efforts to qualify you for the position.

Upon completion of your military service, you must report to work or apply for reemployment within the following time periods:

- If your military service was 30 days or less, you must report to work on the first scheduled working day following completion of service and your arrival home.

- If your military service was between 31 and 180 days, you must apply for reemployment within fourteen (14) days after completion of your military service. If it is impossible or unreasonable, through no fault of your own, for you to apply for reemployment within this fourteen (14) day period, you must apply for reemployment on the first scheduled working day that it is possible for you to submit an application for reemployment.
- If your military service was more than 180 days, you must apply for reemployment no later than ninety (90) days after completion of your military service.

If upon return from military service, you have a disability which makes you unable to perform the duties of your previous job with or without a reasonable accommodation, Friends House Retirement Community will make all reasonable efforts to place you in a position which is equivalent in seniority, status and pay compatible with the duties you are qualified to perform or would become qualified to perform with reasonable efforts by Friends House Retirement Community.

A military leave of absence will also be granted if you participate in annual encampment or training duty in the U.S. Military Reserve or the National Guard. In these circumstances, you may either use vacation days or take leave without pay at your option. If you are on military leave during paid holidays you will receive full holiday pay from Friends House Retirement Community irrespective of any military pay earned that day.

If you are absent from work due to your participation in the Military Reserve or National Guard, you must provide your supervisor with a copy of your training orders.

IN-SERVICE EDUCATION

Friends House Retirement Community encourages employees to seek learning opportunities relating to their employment.

With prior approval of the Department Head, individuals who attend outside seminars may be reimbursed for the cost of the seminar and may be paid their base hourly rate. Arrangement for transportation should be discussed with the Department Head.

STAFF DEVELOPMENT

Friends House Retirement Community is active in the educational development of staff. All staff may be considered for Tuition Assistance depending on the education/ training program and supervisor approval.

MEALS

Employees who work six (6) consecutive hours are entitled to a 30 minute meal break. Meal breaks are unpaid and will be assigned by the supervisor.

Employees who are assigned to take a meal break may not work through their scheduled break without prior permission of their supervisor or Department Head. Failure to obtain prior permission to work through an assigned meal break may result in disciplinary action, including termination.

The following food services and equipment are available to staff:

- 1) vending machines
- 2) microwave and refrigerator
- 3) the Country Store (hours posted on door)

All food should be consumed in the dining areas.

No employee may leave the premises during meal break unless approved by the supervisor.

BREAK TIME

Only those employees who work five (5) consecutive hours will receive a paid 15-minute break. This break will be assigned by the supervisor. An employee who works less than five (5) hours a day is not entitled to a break.

V. FRIENDS NURSING HOME PATIENT/RESIDENTS' RIGHTS

These patients' rights ensure that every patient and resident admitted to this facility:

1. To reside and receive services in a nursing facility with reasonable accommodations of individual needs and preferences, except when accommodations would endanger the health or safety of the resident or other residents;
2. To receive care, treatment and services that are in an environment that promotes maintenance or enhancement of each resident's quality of life;
3. Shall have a dignified existence, self-determination, and communication with and access to individuals inside and outside the nursing facility;
4. Shall be free of interference, coercion, discrimination, or reprisal from the nursing facility when exercising the resident's rights;
5. Shall be free from; (a) physical abuse; (b) verbal abuse; (c) sexual abuse; (d) physical or chemical restraints imposed for purposes of discipline or convenience; mental abuse; and (e) involuntary seclusion.
6. Shall choose an attending physician, if the physician agrees to abide by nursing facility policies and procedures, and the regulations of this chapter;
7. Shall choose a pharmacy to obtain medications as set forth in COMAR 10.07.02.15B(3) and D(3);
8. Shall be fully informed in advance about care and treatment, and of proposed changes in that care and treatment;
9. Shall participate in planning care and treatment, or changes in care or treatment;
10. Seek advice from the resident care advisory committee concerning the options for medical care and treatment for an individual with life-threatening condition in accordance with Health General Article, §19-370 et seq., Annotated Code of Maryland;
11. Consent to or refuse treatment, including the right to accept or reject artificially administered sustenance in accordance with State law;
12. Shall have the right to self-administer drugs if the interdisciplinary team determines that the practice is safe;
13. May access the resident's records within 24 hours, excluding weekends and holidays, upon an oral or written request;

14. May purchase copies of all or part of the resident's records upon request by giving 2 working days advance notice to the nursing facility.
15. May approve or refuse the release of personal and clinical records to an individual outside the nursing facility as provided by Health General Article or the release is required by law;
16. Shall be allowed personal privacy, including; (a) confidentiality of personal records; and (b) privacy in: (i) medical treatment, and (ii) personal care;
17. Shall have privacy in the resident's room, including the right to have nursing facility staff knock before entering the resident's room;
18. Shall have privacy in written communication, including the right to; (a) send and receive mail promptly without being opened by anyone other than the resident, except when the resident requests assistance; and (b) have access to stationary, postage, and writing implements at the resident's own expense;
19. Shall have reasonable access to the private use of a telephone;
20. May meet or visit privately with any individual the resident chooses, subject to reasonable restrictions by the nursing facility on visiting hours and places;
21. May visit or meet privately with the following, to whom the nursing facility shall provide reasonable access, including political representatives, personal physician, State Long-Term Care Ombudsman Program and other legal representatives;
22. May visit privately with the resident's spouse;
23. May consent or deny consent to all visits, and may deny or withdraw consent at any time;
24. May examine the results of the most recent Federal and State surveys, including the annual survey and any subsequent complaint investigations, not otherwise prohibited by law, of the nursing facility and any plans of correction prompted by these surveys;
25. May receive notice before the resident's roommate is changed and, to the extent possible, have input into the choice of the roommate;
26. May voice grievances, including those about treatment or care that is or fails to be furnished and recommend changes in policies and services, to the staff or administrator of the nursing facility, the Licensing and Certification Administration, the Office on Aging, or any other person, without fear of reprisal, restraint, interference, coercion, or discrimination;

27. Shall be given prompt efforts by the nursing facility to resolve grievances the resident may have, including those with respect to the behavior of other residents;
28. May contact and receive information from agencies acting as client advocates;
29. May refuse to perform services for the nursing facility;
30. Shall perform services for the nursing facility if the resident chooses, only if; (a) the nursing facility has documented the need or desire for work in the plan of care; (b) the plan specifies the nature of the services to be performed and whether the services are voluntary or paid; (c) compensation for paid services is at or above prevailing rates; and (d) the resident agrees in writing to the work arrangement described in the plan of care and the contract is part of the resident's record;
31. May share a room with the resident's spouse if both spouses consent and it is not medically contraindicated; and
32. Participate in social, religious, and community activities if the activities do not interfere with the rights of other residents in the nursing facility.
33. Shall have the right to participate or refuse to participate in experimental research.

The Department of Health and Mental Hygiene and the Maryland Office on Aging shall be allowed to share information of common interest such as results of complaint investigations, to better enable each agency to perform its mandated responsibilities.

THIS FACILITY is pledged to give prompt attention to all inquiries regarding services, policies, fees or matters under the Patient's Bill of Rights, when referred to the Administrator. In the event that questions cannot be resolved with the facility, you may contact the following state agencies:

*Maryland Office on Aging
301 W. Preston Street
Baltimore, MD 21201
(410) 225-1083
(800) 243-3425*

*Office of Healthcare Quality
Spring Grove Center
Bland Bryant Building
55 Wade Avenue
(410) 402-8110
(800) 735-2258*

A copy of the patient's Bill of Rights is provided to every patient and resident upon admittance. Additional copies available upon request from the office. This Bill of Rights shall not be construed to restrict any rights, which any patient or resident has under law. This notice complies with Health General Article 119.543 in the Annotated Code of Maryland.

VI. RECEIPT OF PERSONNEL HANDBOOK

I have received a copy of the Friends House Retirement Community Personnel Handbook. I recognize that this handbook supersedes any handbooks, policy statements, manuals, etc. previously issued by Friends House Retirement Community. I acknowledge that it is my responsibility to read the Personnel Handbook and to understand the policies, procedures, and benefits contained therein. I will abide by the policies, procedures, rules and regulations in the Personnel Handbook, and any other policies, procedures, rules and regulations of my job. If I have any questions concerning this information, I will ask my Department Head.

I accept responsibility for keeping informed of any changes that may occur. I may be informed of any changes in writing by the employee newsletter, separate memo, bulletin board announcements, or by my Department Head. However, Friends House Retirement Community reserves the right to change, alter, add, or eliminate any policies in the Personnel Handbook with or without notice to or approval by its employees.

I understand that this Personnel Handbook does not create a contract or otherwise modify the at-will nature of my employment with Friends House Retirement Community. I further understand that I am not being employed for any definite period of time. I understand that I am free to terminate my employment at any time with or without notice to Friends House Retirement Community, and that Friends House Retirement Community retains a similar right to terminate my employment at any time.

(Employee Signature)

(Date)

SHARED FILE...FOLDER: PERSONNEL HANDBOOK REVISED AND ADOPTED APRIL
2009