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1.0 Welcome

Welcome to the St. Louis Altenheim! We are really pleased to have you working with us. You were selected for employment because you appear to have the skills and qualities that match those that we look for in an Altenheim employee. You and your work will contribute significantly to fulfilling the mission of the Altenheim.

We are looking forward to having you on the Altenheim team as another outstanding employee that demonstrates excellence in the delivery of care and services. We believe you will find your work at the Altenheim to be rewarding, challenging and meaningful.

Please take the time now to read this Handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this Handbook, which sets out the basic rules and guidelines concerning your employment.

This Handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Altenheim reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this Handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place. If you have questions about your employment or any provision in this handbook, contact your supervisor, the Administrator or the Compliance and Grievance Officer.

We expect the best from each member of the team each and every day. The keys to success at the Altenheim include being dependable while showing openness to new ideas, follow-through on commitments, and attentiveness to details. It's really important that you understand and follow policies and procedures and ask questions whenever you need clarification or more information.

Your professional growth and success are of utmost importance, because if you are growing and succeeding, so is our organization. We look forward to seeing you grow as a professional while enhancing the lives of our residents and the home they've entrusted us to care for each day.

Welcome to the Altenheim Team!
2.0 Introduction

2.1 About the Company

In early 1899, an idea was born in the hearts and minds of several residents of St. Louis' German community. Margaretha Meyer, in conversation with Gustav Cramer (a prominent figure in the photographic industry) and others, pointed out the need for the establishing of a home for the aged, literally translated in their native German tongue, an Altenheim – "Alten" meaning aged persons and "Heim" meaning home. Their intent was to provide a "hospitable haven to all decent elderly citizens, regardless of religious or national background, who no longer can maintain a home of their own."

On February 24, 1899, Margaretha Meyer, Emma Cramer (Gustav's wife) and Anna Eberhardt appealed for support to Dr. Emil Praetorius, the Editor of the Westliche Post, a prominent German-language newspaper in South St. Louis. They called a meeting for all people "concerned with the establishment of an Altenheim for needy women and men."

The volunteers met twice in March 1899, and as their first practical step towards establishing the St. Louis Altenheim, they sent Gustav Cramer, Emma Cramer and Jacob Walter to Cincinnati, Ohio, to visit an existing Altenheim in that city. The purpose of their trip was to inspect equipment and furnishings and to inquire after management and organization.

Based on their findings, it was determined that $75,000 would need to be raised in order to establish an Altenheim in St. Louis.

Meanwhile, in March, 1899, a group of six concerned ladies, led by Emma Cramer and Anna Eberhardt, decided unanimously to issue a "General Appeal to German Women of the community" and on April 19, 1899, The Ladies' Society of the St. Louis Altenheim was officially founded. In March 1900 the Men's Society was organized and both groups set about fundraising.

From that time until the St. Louis Altenheim Grand Opening, July 17, 1902, these dedicated men and women were able to achieve their goal of raising $75,000. (Among the largest contributions was $10,000 from Adolphus Busch, whose family contributed more than $71,000 in total over the next twenty years.)

The group was able to purchase the former Chouteau Mansion, Pierremont for $30,000. The original building contained 15 bedrooms and two bathrooms. Over the next sixty years, the building was expanded several times until there were 142 bedrooms.

In the early days members of the German community were particularly committed to providing support to the Altenheim, donating money and perhaps more importantly, once the Altenheim officially opened, giving foodstuffs, clothing and other necessities to the residents of the Altenheim.
While we have little specific information about the daily lives of early Altenheim residents, the Superintendent's reports from those first decades show evidence that considerable attention was paid to the physical and mental well-being of the residents. From the beginning, residents enjoyed three full meals a day in the communal dining room. The Altenheim provided staff to treat the sick, first through a community physician who made house calls at the Altenheim, and later, around 1950, with the addition of an on-site infirmary.

The Ladies’ Society of the Altenheim sponsored events throughout the year which served to entertain the residents, solidify connections between the community and the Altenheim, and raise money to defray operating expenses.

The women residents were known for the quilts they made, some of which were raffled off to benefit the Altenheim, and some were given away. Their nimble fingers created a quilt, which was sent to President Eisenhower in the White House.

The Altenheim has played a role in the community as well. Today, neighborhood preservation groups continue to meet here. During World War II, the Altenheim was headquarters to Air Raid Wardens and Red Cross Workers. The Red Cross folded bandages and conducted blood drives, using the large common rooms of the Altenheim. Altenheim residents have also enjoyed a variety of other activities throughout the years. Pool, cards and other table games are as popular today as they were several decades ago.

By the early 1950s it was apparent that more intense services were required to care for aging residents. A "hospital wing" was constructed and opened in March 1956.

By late 1968 despite all the expansions and renovations to the old Chouteau Mansion, it was not able to continue to serve the needs of our residents. That year, the Board approved the construction of a new Altenheim building on the existing land. The current high-rise Altenheim building opened in 1971.

Meanwhile, the former "hospital wing" had served the residents well until early 2000s. A new Nursing Care Community was opened on the second and third floors of the high-rise in 2012. The old floors were completely gutted and redesigned to meet the needs of twenty-first century residents needing nursing care. Most Nursing Care rooms are private, with private baths and accessible showers. A large, cheerful family room and kitchen grace each floor and provide a warm, homely atmosphere.

The latest chapter in the long history of the St. Louis Altenheim is the Bavarian Memory Care Community, designed to meet the needs of residents with mild to moderate forms of dementia. The unit, opened in 2016, is secure and staffed with specialists in dementia care.

Through the years, the St. Louis Altenheim has changed and evolved to meet the needs of our residents. The goal, devised by the founding ladies, of providing a "hospitable haven to all decent elderly citizens, regardless of religious or national background, who can no longer maintain a home of their
own" has changed very little. At present, our mission is "to provide a hospitable haven to all elderly citizens regardless of religious or natural background, so each person can experience a high quality of life."

The bricks and mortar have changed and the types of care have evolved, but the mission remains remarkably unchanged over a hundred-plus years.

As one of the founding ladies stated, "May the future provide – even after this noble effort has become a reality – that there always will be those compassionate and zealous to continue that which we have begun".

-- Anna Eberhardt, October 19, 1901

2.2 Corporate Compliance Program and Quality Plan

The Altenheim is committed to providing resident centered care and services in a caring, safe environment. Our operational philosophy is the provision of care and services based on integrity and competence guided by a responsive management team.

The following Corporate Compliance Program, including the Code of Conduct, Conflict of Interest and Quality Plan have been developed to summarize our commitment to comply with all applicable laws and regulations governing our operation and to provide basic guidelines for making choices where specific direction does not exist and to guide continuous improvement initiatives. However, this program and the Quality Plan are not intended to fully describe all applicable laws, regulations or policies and procedures.

The Corporate Compliance Program and Quality Plan, combined with our community's operational policies and procedures provide our Board of Directors, employees, residents, medical staff, consultants, contractors, vendors, students, and volunteers (collectively referred to as “Members” for purposes of this policy) with a clear understanding of the professional, legal and personal expectations and the goals we strive to achieve on an ongoing basis. Everyone at the Altenheim has a shared responsibility for adherence to compliance and ethical standards. Compliance with these standards is included in job performance evaluations.

All employees have a responsibility to comply with the Corporate Compliance Program and Quality Plan, including the Code of Conduct as a condition of employment.

Code of Conduct

It is the Altenheim policy to comply with all applicable laws and regulations, including without limitation, those governing federal and state healthcare programs, employment, discrimination, health, safety, insurance, antitrust and environmental laws in all business practices and to act with integrity, respect and compassion in all of our business dealings.
The mission of the Altenheim, a not-for-profit corporation, is to provide a hospitable haven to all elderly citizens regardless of religious or natural background, so each person can experience a high quality of life. Our goal is to provide the best in care while maximizing independence and resident choice.

The guidelines in the Code of Conduct are designed to assist those affiliated with the Altenheim in making good choices and ethical decisions with respect to matters not covered by the Corporate Compliance Program and Quality Plan; there are other Altenheim policies and procedures with which employees must comply. Distribution of the Corporate Compliance Program and Quality Plan, including the Code of Conduct is not intended to imply that all of the obligations of an employee or agent of the Altenheim are contained in these documents.

The Altenheim and its Members have a reputation in the community as being an organization that operates in an honest manner; an organization that has both respect and compassion for those we serve. The Altenheim expects everyone involved with the organization to protect that reputation by performing their work with integrity and honesty, including areas not specifically addressed by the Code of Conduct or Corporate Compliance Program and Quality Plan. A violation of the Code of Conduct may result in disciplinary action including termination without additional warning. The Altenheim strongly encourages dialogue among employees and their supervisors to make everyone aware of situations that give rise to ethical questions and to discuss acceptable ways of handling such situations.

Each Member has an obligation to annually certify that he or she has read and reviewed the Code of Conduct and must certify that to the best of his or her knowledge is in compliance with all provisions.

Access to Care The Altenheim is committed to providing and supporting health care excellence in partnership with the communities we serve. Resident care and service is provided to persons needing independent senior housing, assisted level of service and nursing services consistent with the licensure granted this community by the State of Missouri. Care and services are provided without regard to race, color, religion, national origin, disability, sexual orientation, gender preference or gender identity or any other protected characteristic under applicable law. We make every attempt to provide high quality care with respect and dignity for all residents, staff, family and visitors in our community.

Accuracy of Records All documents, financial reports, time keeping and other records which include medical information, are to be maintained honestly, accurately and consistent with professional/industry standards that support the diagnosis, justifies treatment, and accurately documents the care, treatment and results for each resident. False documentation is viewed as serious misconduct and may result in immediate termination without additional warning.

Antitrust Laws Altenheim will compete in the marketplace honestly and fairly, complying with laws and protecting the integrity of the marketplace. Altenheim employees may never talk with or exchange information with competitors to fix prices, including setting minimum or maximum prices or to boycott a vendor.
Billing, Charging and Coding for Services  All staff must be careful to properly charge, code and bill for services in accordance with Federal and State health care program requirements and Altenheim Policy. Billing for services not documented or not accurately documented could be considered a "false claim" and could result in financial penalties. Employees should never charge, code or bill solely to be paid if the service was not provided and documented. An employee who has concerns or questions should notify his or her Supervisor, the Privacy Officer or the Corporate Compliance and Grievance Officer right away.

Compliance Program  The Corporate Compliance Program and Quality Plan provides a framework, which helps the Altenheim ensure that it conducts business in an honest and ethical manner in accordance with state and federal rules and regulations. The Program also establishes a mechanism to help ensure the detection, correction and prevention of errors that result in violations of the laws and regulations governing health care and violations of the Altenheim policies. Ongoing training/education, auditing and monitoring projects are completed to assess compliance with all laws and regulations and to identify opportunities to improve clinical and operational outcomes of care and services. Open communication of possible violations of our own policies and procedures or the federal and state regulations governing health care is an important part of the success of Altenheim's Compliance Program and Quality Plan. Employees who report a possible concern in good faith will not be punished or retaliated against for making that report.

Anonymous Reporting  In recognition that some people may fear retaliation or retribution, the Altenheim has established a method for anonymous reporting. Those submitting reports may identify themselves or may choose to remain completely anonymous. There is a locked complaint/suggestion box placed near the main floor Board room. Please place concerns, complaints, grievances and/or suggestions in a sealed envelope marked "Confidential" inside the box. The box will be checked daily except for weekends. Reports may also be sent directly to the Privacy Officer, the Corporate Compliance and Grievance Officer, any supervisor, Director, the Administrator or directly to the Board of Directors.

Confidentiality  Members of the Altenheim will have access to information about our residents in the course and scope of doing their jobs. We have a duty to protect the confidentiality of resident personal identifying information, health records and our organization’s business records from theft, fraud, loss and inappropriate use. Resident information and financial or business information is to be released only according to policy. For example, we cannot talk about a resident or his or her condition in the elevator, hallway or in areas where visitors or other residents could overhear or with another employee who does not have a "need to know". Employees may only have access to information related to their role in the community and only for those residents where they have a need to know such information in order to carry out their responsibilities. Employees accessing information regarding their own family members, friends or acquaintances is strictly forbidden (unless related to assigned job duties). Further, employees may not permit access to information by a family member or friend of a resident unless that is part of their role and responsibility as an
employee of the Altenheim and then such access may only be granted following established policies and procedures. Because the unauthorized disclosure of confidential or proprietary information could present a serious risk to the Altenheim, safeguarding such confidential and proprietary information is the responsibility of all Members.

Information assets, including telephonic equipment, computer hardware and software and e-mail and internet are expected to be used to further the Altenheim goals and objectives. There is no expectation of privacy in the use of employees' personal information assets; therefore, the Altenheim will monitor their use.

**Contracting** Due to the complexity of the laws and regulations governing health care, the Altenheim must carefully monitor existing agreements and must examine proposed agreements for compliance with those laws. In addition, Members of the Altenheim must not violate the Anti-kickback Statute, the Stark Law, other applicable laws, or Altenheim policies relating to contractual relationships with outside entities. Contractual relationships are not to be entered into by anyone on behalf of the Altenheim without legal review of the contract and approval of an Officer of the Board of Directors.

**Corporate Assets** All employees are charged with protecting and preserving the Altenheim's assets by following procedures to prevent their loss, theft or unauthorized use. Using corporate assets for unlawful purpose or unauthorized personal benefit and failing to keep accurate and complete records of all assets, liabilities, revenues, expenses or financial transactions is prohibited. Travel and entertainment expenses shall be consistent with the needs of business. An employee should not gain financially as a result of business travel and entertainment. Reports filed reflecting the nature and extent of expenses incurred for travel and entertainment must be accurate. It is the responsibility of those who approve such reports to take reasonable steps to ensure their accuracy. Refer to the Business Office Accounting Procedures for additional information.

**Conflicts of Interest** A conflict of interest is present in any situation in which an individual's personal interest interferes with performing work for the Altenheim in an unbiased and evenhanded manner. It is expected that Members will not knowingly place themselves in a position that does, or would have, the appearance or could be construed to give any improper benefit to the individual or their immediate family. Some of the more common conditions that could arise include accepting, giving or offering of merchandise, products, services, discounts or personal favors from or to any individual with which the Altenheim does business under circumstances where it might appear that such acceptance or gift is likely to improperly influence business decisions. Outside employment and affiliations of Members or their immediate family may also create an actual or perceived conflict of interest. Staff members will report relationships that give rise to conflict of interest concerns to their direct Supervisor and the Privacy Officer or the Corporate Compliance and Grievance Officer to obtain written approval for the activity. Medical Staff conflicts of interest are addressed with the Administrator and Corporate Compliance and Grievance Officer or Privacy Officer, who may consult the Compliance and
Quality Committee of the Board of Directors. Conflicts of interest for Board Members are handled as set out in the Bylaws of the Board of Directors. Vendor conflicts of interest are handled by the Administrator and Corporate Compliance and Grievance Officer following established policies and procedures distributed at the time of contracting.

**Disruptive Behavior** In order for the Altenheim to provide the highest level of resident care and service possible, all Members of the health care team must treat each other with respect and dignity. Disruptive behavior may be broadly defined as a style of interaction with physicians, personnel, family members or others that interferes with the effective, efficient delivery of care, impacts morale negatively and prevents team members from effectively working with each other. Disruptive behaviors will not be tolerated. Disruptive behaviors will subject the offender to disciplinary action pursuant to applicable Altenheim policies, which may lead to staff dismissal and will be considered grounds for terminating contracts.

Examples of disruptive behaviors viewed as serious misconduct and that may lead to immediate termination without additional warning include (but are not limited to) the following:

- The use of abusive, offensive or degrading language (as defined in the EEO policy and anti-harassment policy);
- Intimidating or threatening physical actions and/or words;
- Physical abuse/assault, including the striking of another person;
- Criticism of a personal rather than professional nature;
- Inappropriate touching;
- Throwing, dropping or intimidating use of instruments or equipment;
- Threats of violence or physical harm;
- The use of sexually explicit or suggestive language;
- Falsification of documentation, such as time cards and/or expense reports.

Examples of desirable behaviors include (but are not limited to) the following:

- Private, constructive criticism directed to correct an individual's professional, performance-related deficiency;
- Supportive, encouraging comments directed to members of the care team whose performance exceeds expectations;
- The treatment of other team members with respect, dignity and courtesy;
- The use of clear, concise language in all directions and other communications;
- Recognize colleagues who have done a good job or made a "good catch" to make care and/or services better or prevent an actual or potential error that could harm a resident, co-worker or visitor;
- Encourage others to share their ideas to make things better;
- Share thoughts that make care safer and/or more efficient;
- Say thank you;
- Encourage people to share ideas openly – encourage new employees and residents to share new ideas to solve problems or challenges;
• Be personally accountable to deliver results on ambitious goals;
• Empower team mates to make a positive difference.

Ask questions if you don't understand.

Incidents or patterns of disruptive behavior will be reported to an individual's direct Supervisor, Administrator, the Corporate Compliance and Grievance Officer or to the Board of Directors and may result in disciplinary action up to and including termination without additional warning.

**Environmental Health and Safety** The Altenheim is committed to providing a safe and healthy environment. To protect the safety of residents, themselves and others who are present on Altenheim property, all Members are required to follow all safety instructions and procedures that the Altenheim adopts.

The Altenheim is committed to a workplace that is free from violence and physical harm. This means that any threat to a safe workplace will be investigated and appropriate action taken to eliminate the threat. **The use or possession of any and all weapons at any time on Altenheim property is viewed as serious misconduct, is forbidden, and will result in termination without additional warning.**

It is policy of the Altenheim to maintain a **drug and alcohol free work environment.** See the Drug and Alcohol Policy in this Handbook for more information. Possession or use of illegal drugs on the Altenheim property is always prohibited and will result in disciplinary action up to and including immediate termination in accordance with Altenheim Policies. Any actual or suspected misuse or misappropriation of medical supplies or prescription medications, including controlled substances, must be reported immediately to a Supervisor, the Director of Nursing, Administrator. Corporate Compliance and Grievance Officer or the Board of Directors.

**Employee Relations and Equal Opportunity Employment** Everyone involved with the Altenheim is expected to respect and cooperate with all personnel in each department within the community. We are committed to equal opportunity for hiring, recruitment, retention, transfers, promotion, and education. In addition, we expect employees to treat each other, residents, and customers with respect and compassion and refrain from conduct that may be harmful to employees, residents, and/or customers. Additional information is outlined in the Equal Employment Opportunity Policy and Anti-Harassment policy in this Handbook.

**Ethical Standards** The Altenheim is committed to maintaining its reputation as an organization with integrity, one that is honest in its dealings with others and has respect and compassion for those we serve (residents, family members, fellow employees, physicians, students, volunteers and vendors). The Altenheim recognizes, and takes seriously, its ethical responsibilities to residents, staff, the communities, and all others who do business with the Altenheim. Members of the Altenheim are expected to behave in a positive way that demonstrates our organization’s Mission, Vision and Values.
**Gifts** Members of the Altenheim are not to solicit, take or offer any bribe, kickback, gratuity or other payment made to influence a business decision. Doing so is improper and against the law and Altenheim policies. Members of Altenheim may not take or ask for anything of value from a third party, residents, or resident's family members for these same reasons. Providing free services can also create a conflict of interest, is a violation of Medicare/Medicaid and is inappropriate. Members of the Altenheim may not offer anything of value to a government official or other third party in an effort to influence business or to gain special treatment as an individual or for the Altenheim.

**Harassment** Our organization is committed to maintaining a work environment that is free of discrimination and harassment. In keeping with this commitment, the Altenheim will not tolerate harassment of those coming in contact with the Altenheim (including employees, students, residents, visitors, physicians, volunteers, vendors and board members). If you feel you or someone else at the Altenheim is being harassed, please contact your Supervisor, Administrator, or the Corporate Compliance and Grievance Officer. Additional information is provided in the Anti-Harassment policy below.

**Independent Contractors/Vendors** Vendors and independent contractors will be given a copy of and are expected to follow the Altenheim Corporate Compliance Program, including the Code of Conduct and Business Associate Agreement.

**Proprietary Information/Intellectual Property** In the course of their duties, Members of the Altenheim may have access to the proprietary information of the Altenheim. Proprietary information is information that is confidential, privileged or of a competitive value to the Altenheim (for example, management reports, marketing studies, marketing plans, financial statements, internal memoranda, reports of resident records or resident lists). Members of the Altenheim must respect the confidential nature of this information. The Altenheim is committed to respecting the intellectual property rights of others. All software used in connection with the Altenheim's business must be properly licensed and used in accordance with the license. Members of the Altenheim must respect patents, trademarks and copyrights.

**Marketing** The Altenheim trademark, trade names and service marks can only be used with permission of the Marketing Department. The Altenheim has a policy to maintain the quality, value and reputation of service and to ensure our trade name is not misused. All marketing and advertising is intended to be truthful so as not to mislead, deceive or omit pertinent or significant information, nor to create unrealistic expectations in the consumer's mind. Pictures and/or statements of residents or their families may not be used for marketing purposes without signed consent.

**No Retaliation** Retaliation against any person who, in good faith, reports a concern, potential violation of the Code of Conduct, Corporate Compliance Program, the Altenheim policy or applicable laws is strictly prohibited. Additionally, Members of the Altenheim should be aware that the Federal False Claims Act protects whistleblowers from retaliation. Anyone initiating a qui tam
case or a concern through the Altenheim Corporate Compliance and Grievance Officer, a supervisor or Director, the Administrator, the Board of Directors or a report to the Missouri Department of Health and Senior Services (MO DHSS) or any regulatory agency may not be discriminated or retaliated against in any manner by their immediate supervisor or anyone at the Altenheim for filing the lawsuit or complaint. Anyone who believes they have been, or are being, retaliated against should immediately contact the Corporate Compliance and Grievance Officer.

**Resident Rights** Residents have a right to considerate care and services that protects their dignity and privacy. A resident's spiritual and cultural values will affect a resident’s response to care and services. We will respect each resident’s spiritual and cultural values and beliefs consistent with the law and with ethical behavior. We encourage residents to be involved with their care and services provided. We remain committed to talking to our residents about ethical responsibilities and resident's rights. Residents shall be treated without regard to race, nation of origin, color, sex, religion, disability, sexual orientation or gender identity or any other classification protected by law.

**Performance Evaluations** The Altenheim reviews employees for their work performance no less often than on an annual basis. A discussion of compliance matters, following the Corporate Compliance Program and Quality Plan, including the Code of Conduct will occur during annual performance evaluations and must be documented. Compliance and Quality education must be completed at least annually with attendance documented. Employees who do not attend mandatory compliance and quality training will be appropriately counseled and may be subject to disciplinary action.

**Physicians, Directors, Supervisors** The Board of Directors, physicians and the Altenheim management and supervisors serve as role models for day-to-day operations and are expected to be familiar with and carry out all provisions of the Code of Conduct.

**Physicians Self-Referral "Stark"** The self-referral, or "Stark" law prohibits physicians from making referrals for specific health services to any entity or business in which the physician or a family member has a financial relationship unless an exception applies. The Altenheim is committed to complying with the requirements of the physician self-referral law. All members of the Altenheim must comply with both these regulations and the Altenheim policies addressing physician self-referrals. Violations of the Stark Law may result in the imposition of significant penalties against the Altenheim and individual violators, including significant civil monetary penalties or exclusion from participation in Federal health care programs. Do not provide anything of value (cash payment or gift of any kind) to any physician or physician's family member without contacting the Corporate Compliance and Grievance Officer and Board of Directors. It is important to ensure that the payment or giving of non-monetary compensation is tracked and falls into a Stark Exception prior to providing it. This includes honorariums for speaking engagements, CME, event tickets, flowers for an event, meals, etc. Questions regarding these referrals should be directed to the Corporate Compliance and Grievance Officer and Board of Directors.
Political Activity and Contributions The Altenheim encourages all employees to vote and be active in politics if they so choose; however, the activity must be on personal time and without any financial expense to Altenheim. Employees should consult with the Privacy Officer, the Corporate Compliance and Grievance Officer or the Administrator before agreeing to participate in a political activity that could involve our organization. In the past, the Altenheim has hosted candidates of all parties running for office to present and meet with residents of the Altenheim and Carondelet Community. To avoid any conflict with State or Federal Regulations, approval by the Board of Directors and legal counsel is required prior to hosting any political event on the premises.

Product Endorsement Members of the Altenheim are not permitted to endorse or recommend any particular product or service that is allied with or connected to the health care industry as a representative of the Altenheim without the prior approval of the Administrator.

Referral for Business "Anti-Kickback" Anti-Kickback statues do not allow payments, gifts, or other compensation to be made or accepted in exchange for the referral of health care business. The Anti-Kickback Statute has safe harbors that may apply. The Altenheim will not participate in, and will not permit any of its Members to participate in arrangements that violate the Anti-Kickback statute unless an applicable safe harbor is satisfied. Since this is a criminal statute, violations may expose the Altenheim and individual violators to substantial fines, exclusion from participation in Federal health care programs or even prison. Contact the Administrator or the Corporate Compliance and Grievance Officer if you have questions.

Reporting Responsibility Members of the Altenheim will promptly notify their supervisors, Administrator or the Corporate Compliance and Grievance Officer to report any possible violations of law or any improper activity by employees, physicians, volunteers, vendors or agents of the Altenheim. Any employee, volunteer, physician with staff privileges or other member of the Altenheim that becomes ineligible to participate in any federal health care program, whether by listing in a 'disqualifying database', conviction of a crime under 42 USC §1320a-7(a), or any other reason, shall immediately report their disqualification to their supervisor, Administrator, or the Corporate Compliance and Grievance Officer. The failure of an individual to immediately report his or her disqualification to the Altenheim shall be grounds for immediate termination. For purposes of this paragraph, the "disqualifying databases" include the List of Excluded Individuals and Entities, the Excluded Parties List System, and/or Specially Designated Nationals List.

Transportation Services The Altenheim is committed to providing a safe transportation services to its residents. To protect the safety of residents, themselves and others who may encounter Members providing transportation services, all Members are required to follow all applicable traffic and safety laws and all safety instructions and procedures outlined in the Transportation Services: Training and Reimbursement Policy.

The standards contained in this Code of Conduct are important, and therefore any violation will be viewed as misconduct and subject the
offender to some form of discipline, up to and including immediate termination without additional warning. Failure to report suspected improper activity, including violations of federal or state health care program requirements or the Altenheim policies, may also constitute a violation. Possible disciplinary measures may range from a verbal or written warning to termination, removal from the Medical Staff, removal from the approved vendor list or Board of Directors. In addition, the matter will be referred to the appropriate governmental agency as required by regulations and/or law. A Member may also be responsible in a civil suit for losses or other damages caused by his or her conduct.

The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

2.3 Mission Statement

The MISSION of the St. Louis Altenheim, a not-for-profit corporation, is to provide a hospitable haven to all elderly citizens regardless of religious or natural background, so each person can experience a high quality of life.

VISION

Shape the future of care and services for seniors.

VALUES

Respect: We will promote the practice of being self-aware, self-managed and self-directed.

Teamwork: Putting the "group" before our personal interests through active preparation and participation.

Excellence: Excellence in our efforts while achieving results without waste.

Trust: Our complete faith in each member of our team enabling us to be vigilant in safeguarding our integrity and professional competency.
3.0 Hiring and Orientation Policies

3.1 At-Will Employment

Your employment with the Altenheim is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Altenheim at any time, with or without notice and with or without cause.

Nothing in this Handbook or any other Altenheim document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the Administrator has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the Administrator.

3.2 Conflicts of Interest

The Altenheim is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Altenheim, you must disclose it to your supervisor. If an actual or potential conflict of interest is determined to exist, the Altenheim will take such steps as it deems necessary to reduce or eliminate this conflict. For additional information, refer to the Altenheim Corporate Compliance Program and/or ask the Corporate Compliance and Grievance Officer.

3.3 Employment of Relatives and Friends

We will not employ friends or relatives in circumstances where actual or potential conflicts may arise that could compromise supervision, safety, confidentiality, security, and morale at the Altenheim. It is your obligation to inform the Altenheim of any such potential conflict so the Altenheim can determine how best to respond to the particular situation.

The purpose of the policy related to hiring of relatives is to minimize the likelihood of favoritism or other consequences while making it possible for employees who are related to thrive in their jobs without being subject to difficulties or conflict of interest due to their relationship. If relatives are hired, the following restrictions apply:

- Related employees must not be involved in a direct or indirect supervisory reporting relationship with one another;
- Related employees cannot be transferred, promoted or hired inside a reporting relationship;
- An employee cannot be part of a hiring or purchasing committee, when a relative is interviewed for a position or purchase;
• Employees who are related cannot work in the same department;

• Employees who are related cannot be in close cross-departmental collaboration.

Exceptions to these guidelines may take effect in specific, extenuating circumstances, such as summer employment. Exceptions to the guidelines must be approved by the Administrator and the Board of Directors.

If incidents of favoritism or conflicts of interest are discovered, both employees will be subject to disciplinary action, up to and including termination without additional warning.

3.4 Job Descriptions

The Altenheim attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your Supervisor.

Job descriptions prepared by the Altenheim serves as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the Altenheim may have to revise, add to, or delete from your job duties per business needs. On occasion, the Altenheim may need to revise job descriptions with or without advance notice to the employee.

If you have any questions regarding your job description or the scope of your duties, please speak with your supervisor, the Administrator or the Compliance and Grievance Officer.

3.5 New Hires and Introductory/Probationary Period

The first ninety (90) days of your employment is considered an introductory period. During this period, you will become familiar with the Altenheim and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with the Altenheim can be shortened or lengthened as deemed appropriate by management. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

3.6 Posting of Openings

The Altenheim desires to promote qualified employees from within where it believes that is possible, consistent with the need to assure that all positions are staffed by highly competent individuals. Prior to any outside recruitment, the Altenheim will post new positions for five (5) working days. For positions that are in high demand in the community, you may be eligible for a referral bonus
when you refer a candidate that is hired. See specific position postings for details and any applicable referral bonus criteria.

The Union will also be notified of vacancies in departments within jurisdiction of the Union Contract Agreement.

3.7 Training Program

It is expected that all new employees will complete all general, department and position specific orientation during the introductory period. Various department directors will address topics regarding corporate compliance and quality, fire safety, emergency disaster preparedness, infection control and resident rights.

In most cases, and for most departments, additional employee training is done on an individual basis by the department manager. Even if you have had previous experience in the specified functions of your job duties, it is necessary for you to learn our specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, consult your supervisor.

Annually, all employees are required to attend training appropriate for their job function. At a minimum this includes:

- prevention and control of infection;
- community policies and procedures;
- Corporate Compliance and Quality, including the Code of Conduct;
- emergency disaster preparedness;
- job safety (OSHA);
- job responsibilities and lines of authority; and
- preservation of resident rights and dignity, including:
  - protection of the resident's privacy/confidentiality of resident health information and personal identifying information (HIPAA); and
  - instruction regarding the property rights of residents.

Nursing personnel are also required to attend annual training including:

- restorative nursing;
- turning and positioning;
- range of motion;
- transfer techniques;
- bowel and bladder retraining;
- self-care activities of daily living; and
- all additional applicable state and/or federal requirements necessary to retain position specific certification and/or licensure.

*Failure to complete annual training required by State and/or Federal regulations will result in removal from the staffing schedules and may result in termination for failure to maintain required credentials.*
3.8 **Employment Authorization Verification**

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with the Altenheim. If you are currently employed and have not complied with this requirement or if your status has changed, inform your supervisor, the Administrator, the Privacy Officer or the Compliance and Grievance Officer.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Altenheim.

3.9 **EEO Statement and Non-harassment Policy**

**Equal Opportunity Statement**

The Altenheim is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age, race, color, national origin, ancestry, religion, sex, pregnancy (including childbirth, lactation, and related medical conditions), marital status, physical or mental disability, genetic information (including testing and characteristics), association with anyone who is a member of a protected class, veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

The Altenheim is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your supervisor, the Privacy Officer, a Department Director or the Compliance and Grievance Officer or any other designated member of management.

**Policy Against Workplace Harassment**

The Altenheim has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's status protected by federal, state, or local laws. All forms of harassment of, or by, employees, contractors, vendors, visitors and clients are strictly prohibited and will not be tolerated.
Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Altenheim or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
• A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

**Reporting Discrimination and Harassment**

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify the Administrator or the Compliance and Grievance Officer or any member of management.

The Altenheim prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Altenheim determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Altenheim may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Altenheim will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

**3.10 Religious Accommodation**

The Altenheim is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. Any employee may request an accommodation when his or her religious beliefs cause a deviation from the Altenheim dress code or the individual's schedule, basic job duties, or other aspects of employment. The Altenheim will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation.

Religious accommodation request forms are available from the Business Office.

**3.11 Disability Accommodation**

The Altenheim complies with the Americans with Disabilities Act (ADA), and its amendments, the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the Altenheim will provide reasonable accommodation to
qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your supervisor, Department Director or the Administrator. You may be asked to include relevant information such as:

- A description of the proposed accommodation;
- The reason you need an accommodation;
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Altenheim will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Altenheim in connection with a request for accommodation will be treated as confidential.

The Altenheim encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Altenheim is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Altenheim.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The Altenheim will not discriminate or retaliate against an employee for requesting an accommodation.
4.0 Wage and Hour Policies

4.1 Attendance Policy

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your supervisor. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

A request for a physician or nurse practitioner verification of release and ability to return to work may be requested with absences due to illness and/or injury.

- Reasonable advance notice for call-in due to illness or other reasons is viewed as 2-hours’ notice;
- Reasonable advance notice for scheduled time off is prior to posting of the work schedule;
- Reasonable advance notice to your supervisor is your responsibility and is viewed as speaking directly to your supervisor or the next person in the line of authority if the supervisor is not available each day or defined period of absence.

Excessive absenteeism and/or tardiness may result in disciplinary action up to and including termination. Excessive absenteeism and/or tardiness is viewed as more than three (3) episodes of the following in a six (6) month period:

- absence (time off that was not scheduled or approved in advance); and/or
- tardiness (not clocked in and at the assigned work unit by the start of a scheduled work shift); or
- a pattern of absenteeism and tardiness.

The Altenheim reserves the right to apply unused vacation, sick time or other paid time off to unauthorized absences. Absences resulting from approved leave, vacation or legal requirements are exceptions to the policy.

4.2 Business Expenses Policy

The purpose of this policy is to define approved non-travel business expenses and the authority for incurring and approving such expenses at the Altenheim.

Approved business expenses are the reasonable and necessary expenses incurred by an employee to achieve legitimate business purposes that are not covered by normal procurement processes.

Business Meetings (Employer-Sponsored Events and Meetings)

The Altenheim pays for expenses necessary to achieve a valid business purpose when meetings are held with customers, vendors, or other Altenheim employees. The most senior Altenheim individual present is to pay for and report all expenses.
The Altenheim will make every effort to have a master account set up for Altenheim-wide and large group events. However, if you are at a small meeting or staying by yourself at a hotel, pay individually and submit for reimbursement accordingly.

Entertainment

The Altenheim pays for entertainment expenses only when they clearly benefit the Altenheim and include customers and are promotional in nature. The most senior individual present is to pay for and report all expenses.

Technical and Training Seminars

The Altenheim pays expenses associated with attendance at classes and seminars that enhance job-related skills. Prior approval must be obtained by your Department Director.

Gifts

You may present gifts only under exceptional circumstances and with prior approval of the appropriate St. Louis Altenheim Company Officer. The Altenheim does not reimburse cost over $25 for business gifts. Requesting or accepting personal items/resident’s property, gifts and/or gratuities from residents, family members and/or other visitors is prohibited.

Other Expenses

The Altenheim will pay for postage and telephone expenses that are for business purposes.

Reporting

Report approved expenses on the standard expense report form and include a description of the expense, its business purpose, date, place, and the participants.

4.3 Payroll Advances and Loans

We are not able to honor requests for early paychecks or pay advances or loans.

4.4 Shift Differential Pay

Employees who are designated as non-exempt and that work the evening shift will receive a differential of 25 cents per hour, for all hours worked that shift, so long as the majority of hours worked on that shift are between 2:30 p.m. and 11:00 p.m.

Employees who are designated as non-exempt and work the night shift will receive a differential of 50 cents per hour, for all hours worked that shift, so long
as the majority of hours worked on that shift are between 10:30 p.m. and 7:00 a.m.

4.5 Job Abandonment

If you fail to show up for work or call in with an acceptable reason for the absence for a period of three (3) consecutive days/shifts, you will be considered to have abandoned your job and voluntarily resigned from the Altenheim.

4.6 Posting of Work Schedules

All work schedules will be posted by the Department Director. The work schedules are done on a monthly basis, and are posted at least seven (7) days before the start of a new month and no later than the first regular work day of the month. If, by the last week of the current month, you are uncertain of your next monthly work schedule, please contact your supervisor, the Department Director or the Administrator.

4.7 Meal and Rest Periods Policy

The Altenheim strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your supervisor regarding procedures and schedules for rest and meal breaks. If you know in advance that you may not be able to take your scheduled break or meal period, let your supervisor know; in addition, notify your Department Director, the Administrator or the Compliance and Grievance Officer as soon as possible if you were unable to or prohibited from taking a meal or rest period.

Employees may clock out and leave the community for meals or eat in the employee lounge or resident dining room on the main floor.

Employees may purchase a meal at the actual cost per resident day (PRD), which is determined by the Finance Committee and posted at the main entrance reception/security desk. Employees wishing to purchase a meal may do so by paying at the reception/security desk at the main entrance and completing a meal ticket. Employee meals may be provided at no cost under special circumstances, with written approval of the Administrator or Director of Nursing.

Employees may bring meals and/or snacks from outside the community. Food and/or beverages brought into the community must not be stored in medication refrigerators. If stored in the main dining room or on a resident floor in the refrigerator or freezer, it must be labeled consistent with the Health Department and other regulatory requirements, including a name and date.

Employees in the Bargaining Unit will be scheduled for meal and rest breaks in accordance with the Union Contract Agreement, including one-half (1/2) hour unpaid lunch period, for an eight (8) hour shift and a paid fifteen (15) minute rest period during the first four (4) hours of work and a fifteen (15) minute rest period during the second four (4) hours of work.
4.8 Overtime

While it is not always possible to avoid overtime hours in an organization that runs twenty-four hours a day and seven days a week, the practice of scheduling overtime hours is discouraged. Scheduling overtime hours more than 24-hours in advance is prohibited without Administrator approval.

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Department Director.

At certain times the Altenheim may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Seniority will be considered when offering overtime. Overtime will be rotated in order of seniority. Employees must maintain current contact information in their personnel file. If management knows that overtime will be needed, eligible and qualified employees at work will be contacted before telephone calls to other employees.

Consistent, non-agency staffing is an organization-wide goal to maintain high quality care and services and high resident and family satisfaction as a result. To help achieve consistent staffing, regular and PRN employees will be offered additional work before agencies are utilized. This shall not apply to scheduled leaves, such as vacations and medical leave.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Employees in the Bargaining Unit are also paid overtime in accordance with the Union Contract Agreement, as follows:

- Time and one-half (1.5) will be paid for all hours worked on the sixth (6th) consecutive day in the same work week.
- Double-time (2.0) will be paid for all hours worked on the seventh (7th) consecutive day in the same work week.
- Time and one-half (1.5) will be paid for all hours worked in excess of eight (8) hours in any one day, except if an employee and the Altenheim mutually agree to the employee working a regular schedule of ten (10) or twelve (12) hour shifts, the provision on time and one-half for hours worked in excess of eight (8) hours shall not apply.
- If an employee is called in, whether early or on their day off, or held-over past their scheduled shift, then the employee shall receive time and one-half (1.5) for all hours worked in excess of their scheduled shift.

The following rotation and call lists also apply to employees in the Bargaining Unit:
Overtime will be rotated in order of classification seniority. In the event that the Employer is in need of overtime and is unable to reach the next Employee on the rotating overtime list because that person has failed to provide the Employer with a current phone number or if the Employee is offered the overtime and refuses said overtime, the list will be so marked and the Employee will be treated as if he or she had worked the assignment.

The Employer will maintain two (2) lists, one a list of those who do not wish to be considered for overtime work, and the other a list of those who do wish to be considered for overtime work. Any Employee on the calling list who refuses to work overtime three (3) times in any sixty (60) days period will have his/her name removed from the list for a period of sixty (60) days. Anyone removed from the rotating list may, after a period of sixty (60) days, have his/her name restored to the list.

4.9 Pay Period and Payroll

The standard pay period is biweekly for all employees. The pay period begins on Monday of each week and ends on Sunday of the following week. Pay days are on Friday. If a pay period falls on a holiday, you will be paid on following workday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your supervisor if this type of date arises.

Review your paycheck for accuracy. If you find an issue, report it to your supervisor or Department Director immediately.

If it is determined that an error did occur, every effort will be made to remedy any under payment as soon as possible and no later than the next following pay period. Over payments will be corrected in the following pay period if not returned immediately.

Paychecks will be available on Friday. Paychecks may be picked up every other Friday after 7:00 a.m., at the front desk during scheduled break time. Employees not working on Friday may pick up their check anytime during the day, after 7:00 a.m.

Paychecks will be released only to the employee. If an employee is unable to pick up his or her check, we will release it to another person only with written permission signed by the employee specifically authorizing someone else to pick up the check. If the employee requests it, his or her check will be mailed.

The Altenheim encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask the Business Office for an application form. Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be given to you on paydays described in the preceding sections in lieu of a check.
4.10 Paycheck Deductions

The Altenheim is required by federal, state, and local laws to withhold certain deductions from your paycheck. This includes income and unemployment taxes, Federal Insurance Contributions Act (FICA) contributions (Social Security and Medicare), and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the number of exemptions you list on your federal Form W-4 and applicable state withholding form. You may also authorize voluntary deductions from your paycheck, including contributions for insurance premiums, retirement plans, spending accounts, or other services. Your deductions will be reflected in your wage statement.

Contact the Business Office with any questions about your paycheck.

4.11 Salary Basis Policy

The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees in the United States be paid at least the federal minimum wage for all hours worked and overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek. However, Section 13(a)(1) of the FLSA provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional and outside sales employees. Section 13(a)(1) and Section 13(a)(17) also exempt certain computer employees. To qualify for exemption, employees generally must meet certain tests regarding their job duties and be paid on a salary basis at not less than $455 per week. Job titles do not determine exempt status. In order for an exemption to apply, an employee’s specific job duties and salary must meet all the requirements of the Department’s regulations.

1. Salary Basis Requirement

To qualify for exemption, employees generally must be paid at not less than $455 per week on a salary basis. These salary requirements do not apply to outside sales employees, teachers, and employees practicing law or medicine. Exempt computer employees may be paid at least $455 on a salary basis or on an hourly basis at a rate not less than $27.63 an hour. Being paid on a “salary basis” means an employee regularly receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis. The predetermined amount cannot be reduced because of variations in the quality or quantity of the employee’s work. Subject to exceptions listed below, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any workweek in which they perform no work. If the employer makes deductions from an employee’s predetermined salary, i.e., because of the operating requirements of the business, that
employee is not paid on a “salary basis.” If the employee is ready, willing and able to work, deductions may not be made for time when work is not available.

2. Circumstances in Which Altenheim May Make Deductions from Pay

Deductions from pay are permissible when an exempt employee: is absent from work for one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness; to offset amounts employees receive as jury or witness fees, or for military pay; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions. Also, the Altenheim is not required to pay the full salary in the initial or terminal week of employment; for penalties imposed in good faith for infractions of safety rules of major significance, or for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act. In these circumstances, either partial day or full day deductions may be made.

3. Altenheim’s Policy

It is the Altenheim’s policy to comply with the salary basis requirements of the FLSA. Therefore, Altenheim prohibits any manager from making any improper deductions from the salaries of exempt employees. Altenheim wants employees to be aware of this Policy and that the Altenheim does not allow deductions that violate the FLSA.

4. What To Do If An Improper Deduction Occurs

If an employee believes that an improper deduction has been made to his or her salary, the employee should immediately report this information to the Business Office or the Director of Finance/CFO or the Administrator. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

4.12 Exempt Personnel

If you are classified as exempt at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, local laws. If you have a question regarding whether you are exempt or nonexempt, contact your supervisor or the Administrator for clarification.

4.13 Recording Time

Federal and state laws require the Altenheim to keep accurate records of hours worked by nonexempt (hourly) employees. Clock in no more than five minutes
ahead of your start time and clock out no later than five minutes after your quitting time. All nonexempt employees are required to enter their hours worked accurately, including all lunch periods and any rest periods of more than 20 minutes. You are required to notify the Altenheim of any pay discrepancies, unrecorded or mis-recorded work hours, or any involuntary missed meal or break periods.

Do not complete the time sheet/clock in or clock out for any other employee or request that that another employee do so for you. Be sure to indicate your days off. Any changes to your time card must be approved and initialed by your supervisor or Department Director. Time cards and other adjustments to hours worked and/or payroll are to be turned in to the Business Office on Tuesday of each week.

“On-time” for purposes of attendance, means clocked in and at your work station, ready to work, no later than your scheduled start time.

Falsification of time records or recording time for other employee may result in discipline up to and including termination of employment.

4.14 Travel Time Pay

Some nonexempt positions within the Altenheim require travel. The Altenheim pays nonexempt employees for travel time in accordance with federal and state law. For purposes of this policy, the regular workday is 8:00am to 5:30pm Monday through Friday.

Home to Work Travel

If you travel from home before the regular workday and return to your home at the end of the workday, you are engaged in ordinary home to work travel, which is not work time.

Home to Work on a Special One Day Assignment in Another City

If you regularly work at a fixed location in one city and you are given a special one day assignment in another city, but return home the same day, the time spent in traveling to and returning from the other city is work time, except that the Altenheim may deduct/not count that time you would normally spend commuting to the regular work site.

Travel That Is All in a Day's Work

Your time spent in travel as part of your principal activity, such as travel from job site to job site during the workday, is work time and must be counted as hours worked.

Travel Away from Home Community

Travel that keeps you away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across your workday.
The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days. The Altenheim will not consider as work time that time spent in travel away from home outside of your regular working hours as a passenger on an airplane, train, boat, bus, or automobile.

**Work Performed While Traveling**

Any work you perform while traveling must be counted as hours worked.

**Calculating and Reporting Travel Time**

You are responsible for accurately tracking, calculating, and reporting your travel time. Travel time should be calculated by rounding up to the nearest quarter hour.

### 4.15 Travel Expenses

The purpose of this policy is to define approved business travel expenses and the authority for incurring and approving such expenses at the Altenheim.

Travel expenses are the reasonable and necessary expenses incurred by employees when traveling on approved Altenheim business trips. Travel is limited to business activities for which other means of communication is inadequate and for which prior approval from your manager, supervisor, or Director has been received.

*Note that any mileage reimbursement for use of personal vehicles for Altenheim business will not be provided until all documentation requirements have been met as outlined in the Transportation Services: Training and Reimbursement Policy.*

**Advances**

The Company does not generally provide cash travel advances. Normally, you will be expected to use personal credit cards and/or your own cash and submit approved expenses on the standard Expense Report Form.

**Travel Expenses**

The Altenheim pays the actual amounts incurred for appropriate expenses when you are on travel assignments. Examples of typical expenses include the following:

- Airline tickets;
- Meals and lodging;
- Car rental, bus, taxi, parking;
- Telephone and fax;
- Laundry and dry cleaning (trips exceeding one week only, unless emergency);
• Business supplies and services;
• Associated gratuities;
• Other expenses necessary to achieve the business purposes.

Family Members

The Altenheim will pay the travel expenses of spouses or other family members only when their presence is necessary to the business purpose of the trip and when approved in advance in writing by the Finance Committee of the Board of Directors.

Air Travel

Use economy or tourist class airfares when traveling on Altenheim business. In addition, private, noncommercial aircraft or chartered aircraft is not to be used.

Airfares are to be charged to personal credit cards and subsequently submitted for reimbursement on a monthly expense report.

Hotels

Neither in-room movies nor refreshment bars are approved Altenheim expenses.

Insurance

The Altenheim does not pay for personal travel insurance for employees.

Rental Cars

You are to use rental firms having existing relationships with the Altenheim and, where feasible, have negotiated discount rates. Available reasonable transportation is to be used.

Personal Vehicles

When using your own vehicle for business purposes, you must maintain insurance coverage as required by law and may not have more than 2 assessments as described in the Transportation Services: Training and Reimbursement Policy Addendum on your driving record.

Travel between your home and primary office is not considered to be business travel. You may not use your personal vehicle for business travel without authorization and compliance with the Transportation Services: Training and Reimbursement Policy. Every attempt should be made to utilize a courier or other delivery services in order to avoid hazard of liability and the time away from work.

You will be reimbursed for vehicle use at the standard IRS mileage rate. The Director of Finance/CFO and Finance Committee of the Board must authorize any deviation from this policy.
**Reporting**

Report approved expenses and include a description of the expense, its business purpose, date, place, and the participants within one week of incurring the expense.

**Travel Reservations**

Airline travel, rental cars, and hotels must be booked through the corporate designated travel agency in order to be reimbursed.

### 4.16 Use of Employer Credit Cards

All employees in the possession of a credit card issued by the Altenheim will adhere to the strictest guidelines of responsibility for the protection and proper use of that card. Credit card purchases related to Altenheim vehicle use (gas, oil, etc.) under $100 do not require prior approval. Credit card purchases for vehicle use over $100 and any other business purchases over $25 must receive prior approval from your Department Director.

Submit all sales receipts generated by use of the Altenheim credit card weekly to your Department Director. Your Altenheim credit card may not be used for personal reasons. Use of the Altenheim credit card is restricted to approved business related expenses.

Any unauthorized purchases made with a credit card issued by the Altenheim will be the cardholder's responsibility. You must reimburse any such purchase to the Altenheim within ten (10) days.

Immediately report lost or stolen Altenheim cards to the Administrator or Business Office. Failure to follow this policy may result in disciplinary action up to and including discharge.

### 4.17 Pay Transparency Nondiscrimination Policy

The Altenheim will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the Altenheim's legal duty to furnish information. 41 CFR 60-1.35(c).
5.0 Performance, Discipline, Layoff, and Termination

5.1 Exit Interview

You may be asked to participate in an exit interview when you leave the Altenheim. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the Altenheim in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

5.2 Outside Employment

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at the Altenheim is prohibited. The Altenheim recognizes that you may seek additional employment during off hours, but in all cases, the Altenheim expects that any outside employment will not affect job performance, work hours, or scheduling, or otherwise adversely affect your ability to effectively perform your duties. Any conflicts should be reported to your supervisor, Department Director or the Administrator. Failure to adhere to this policy may result in discipline up to and including termination.

5.3 Pay Raises

Depending on financial health and other factors, efforts will be made to give pay raises consistent with the Altenheim profitability, job performance, and the consumer price index. The Altenheim may also make individual pay raises based on merit or due to a change of job position.

For employees in the Bargaining Unit, consistent with the Union Contract Agreement:

- New employees receive 90% of the Union base rate of pay for their position.
- Employees in the bargaining unit, employed greater than 90 days shall receive an increase to the minimum base rate of pay for their classification or an increase of up to 4% but not less than 2.0%, whichever is the greater. An individual employee may dispute aspects of his or her evaluation and a raise of less than 3% through a meet and confer process with management. A union steward or union representative may participate in the process. The Administrator shall have the authority to make the final decision on the evaluation and raise following the meet and confer process.

For additional details, refer to the Union Contract Agreement.
5.4 Performance Improvement

The Altenheim will make efforts to periodically review your work performance. The performance improvement process will take place annually, or as business needs dictate. You may specifically request that your Department Director or supervisor assist you in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, attendance and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, one of which is job performance.

5.5 Problem Solving Procedures

The Altenheim strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your supervisor and, if necessary, to the Compliance and Grievance Officer, upper level management or even directly to the Board of Directors. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Altenheim management, Altenheim vendors, contract employees, or any other persons or entities related to the Altenheim, bring your concerns to the attention of your supervisor at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate supervisor. If you have already brought this matter to the attention of your supervisor and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to the Compliance and Grievance Officer, the Privacy Officer, upper level management or the Board of Directors. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

5.6 Promotions

To match you with the job for which you are best suited and to meet the business needs of the Altenheim, you may be transferred from your current job. It is our policy to promote from within only when the most qualified candidate is available. Promotions are made on an equal opportunity basis according to employee possessing the needed skills, education, experience, and other qualifications that are required for the job.

All employees promoted into new job positions will undergo a 90-day introductory period. Unlike new hires, however, such employees will maintain their seniority and continue to receive all Altenheim and/or all Union benefits for which they are eligible.
5.7 Standards of Conduct

The Altenheim wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, residents, visitors, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our policies.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined in the Corporate Compliance Code of Conduct and/or here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Altenheim property (including in Altenheim vehicles), or on Altenheim business.
- Inaccurate reporting of the hours worked by you or any other employee.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Altenheim or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying Altenheim property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, visitor, student, volunteer or resident.
- Disclosure of Altenheim trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in non-designated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Altenheim premises during working.
- Failure to dress according to Altenheim policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at the Altenheim
- Gambling on Altenheim premises.
- Lending keys or keycards to the Altenheim property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

5.8 Transfers

The Altenheim may transfer your employment from one position to another with or without notice, as required by census or service needs, or upon request by you and with management approval. Transfers in excess of 90 days may be considered final and, except as provided in the Union Contract, your paycheck may be increased or decreased consistent with the pay scale for your new position.

5.9 Workforce Reductions (Layoffs)

If necessary based upon business needs, the Altenheim management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for all involved, and the Altenheim will make its best effort to make sound business decisions while acknowledging the needs of its workforce. In the event of a layoff, management will consider seniority, qualifications of individuals, job performance. For additional information, see the Union Contract Agreement.

5.10 Criminal Activity/Arrests

Involvement in criminal activity during employment, whether on or off the Altenheim property, may result in disciplinary action including suspension or termination of employment. Disciplinary action depends upon a review of all factors involved, including whether or not the action was work-related, the nature of the act, or circumstances that adversely affect attendance or performance. Any disciplinary action is not dependent upon the disposition of any case in court.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled as a result of an arrest may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

Any disciplinary action taken will be based on information reasonably available. This information may come from witnesses, police, or any other source as long as management has reason to view the source as credible.
5.11 Disciplinary Process

Violation of the Altenheim’s policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Altenheim encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Altenheim is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your supervisor will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Altenheim is concerned with consistent enforcement of our policies, except as defined in the Union Contract Agreement, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

5.12 Post-Employment Reference Policy

The Altenheim policy is to confirm dates of employment and job title only. With written authorization, the Altenheim will confirm compensation. Forward any requests for employment verification to the Business Office.
6.0 General Policies

6.1 Bulletin Boards

The Altenheim maintains an official bulletin board located at the time clock for providing employees with official Altenheim notices, including wage and hour laws, changes in policies, and other employment-related notices. At times the Altenheim may also post information of general interest to employees on the bulletin board. You are responsible for being informed about this material by periodically reviewing the bulletin board. Only authorized personnel may add and remove notices from the bulletin board.

The Service Employees International Union (SEIU) Local 2000 and Union Stewards may post information related to the Union and employees in the Bargaining Unit in the employee break room. While union activities may not take place on resident units or in other work areas, employees are encouraged to routinely review the information posted in the break room and attend periodic meetings scheduled for education related to health benefits and other issues.

6.2 Computer Security and Copying of Software

Software programs purchased and provided by the Altenheim are to be used only for creating, researching, and processing materials for business use. By using Altenheim hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Altenheim policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the Altenheim, or developed by Altenheim employee(s) or contract personnel on behalf of the Altenheim, is and will be deemed Altenheim property. It is the policy of the Altenheim to respect all computer software rights and to adhere to the terms of all software licenses to which the Altenheim is a party. The Department Directors and the Administrator are responsible for enforcing these guidelines.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the Altenheim to both civil and criminal penalties under the United States Copyright Act. To purchase software, you must obtain the Administrator's approval. All software acquired must be approved in the budget and purchased through the Altenheim approved IT services vendor.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the Altenheim.
6.3 Employer Sponsored Social Events

The Altenheim holds periodic social events for employees. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by the Administrator, the Director of Finance/CFO prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi, Uber or Lyft or appoint a designated driver.

6.4 Incentive Programs

Bonus or incentive pay is compensation over and above an employee’s existing base wages, approved by the Board of Directors in recognition of achievement, pride in outstanding performance that achieves superior results in outcomes of resident care and service or the operations of the organization and for personal growth.

Exempt staff pay for performance bonus pay is reviewed and approved annually by the Board of Directors. Non-exempt staff bonus and incentive pay for those in the bargaining unit includes the following per the Union Contract ratified in July of 2018, by the Board and Union:

- Anniversary Bonus gift card equivalent to ten-dollars ($10.00) per year of service upon 5 years, 10 years, 15 years, 20 years, 25 years and 30 years
- Attendance Incentive is one day incentive pay, up to 11 days in any twelve month period, paid to full-time employees in the bargaining unit, with at least six (6) months of service, having a complete month of perfect attendance in any one month. Perfect attendance means an employee is present for all scheduled work periods for the month. If an employee is absent for one-day only, then the employee will not forfeit the attendance bonus for the month. Refer to the Union Contract for additional details.
- Survey incentive is for any department receiving a Federal and/or Missouri Department of Health and Senior Services licensing survey that is deficiency free, each full and part-time employee in that department and having completed their probationary period shall receive a bonus of Fifty Dollars ($50.00).

Of Note: State and Federal Licensing Surveys are an annual review of compliance with regulations required to maintain the Altenheim’s license to provide Nursing Care and bill the Centers for Medicare and Medicaid (CMS) for some services. While it is challenging to maintain compliance with all of the regulations, compliance with regulations is not viewed as optional or as evidence of superior care and services.
Residents at the Altenheim pay for services from their retirement and life savings, as the vast majority of care and services provided are not covered by CMS or other insurance.

Superior care and services are demonstrated by outcome measures of quality and services, such as resident and family satisfaction and other quality measures included in the Altenheim's Quality Plan.

6.5 Mail Use Policy

You are required to limit usage of the Altenheim mail service to business purposes only. You may not use the Altenheim address to receive personal mail. Do not use the Altenheim postage meter for your personal mail. Report any suspicious packages or envelopes to the Administrator, Safety staff or Security Officer on duty immediately.

6.6 Non-solicitation/Non-distribution Policy

To avoid disruption of business operations or disturbance of Altenheim, visitors, and others, the Altenheim has implemented a Non-solicitation/Non-distribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Non-solicitation/Non-distribution Policy.

You are prohibited from soliciting other employees during your assigned working time. For this purpose, working time means time during which either you or the employee(s) who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other employees are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunch rooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and no harassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time, except as otherwise provided by the Union Contract Agreement.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to the Administrator, Privacy Officer or Compliance and Grievance Officer.
6.7 Off-Duty Use of Employer Property or Premises

You may not use Altenheim property for personal use during working time. You are responsible for returning Altenheim property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes use of copy machines, computers, nurse-call devices, or office supplies for personal use without prior authorization.

It is the Altenheim policy to control off duty and nonworking hour use of Altenheim facilities either for business or personal reasons. You are prohibited from using the Altenheim facilities during off duty or nonworking hours without the written consent of the Administrator and Board of Directors. If you use the Altenheim facilities during your off-duty hours you may be required to sign a log-in and log-out sheet maintained by the Altenheim at the main entrance security desk.

6.8 Open Door Policy

At the Altenheim, we welcome suggestions for continued improvement and welcome your ideas for better ways to do your job, produce or sell the services of our community, or meet resident, family and other visitor needs. Discuss your ideas with your supervisor, Department Director, the Compliance and Grievance Officer or another member of the management team.

We also encourage you to offer any suggestions derived from seminars, magazines, or other outside sources of information you believe would add value to the Altenheim.

Understand that any suggestions, innovations, inventions, or other matter created by you on work time or with Altenheim tools or property are considered to be the property of the Altenheim.

6.9 Personal Appearance

Your personal appearance reflects on the reputation, integrity, and public image of the Altenheim. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The Altenheim will make every effort to reasonably accommodate employees with disabilities or with religious beliefs that make it difficult for them to comply
fully with the personal appearance policy. Contact your Department Director or the Administrator to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

ID badges must be worn at all times in a visible place above the waist, so that residents can differentiate between staff and the public and security can assure the identity of unauthorized as compared to authorized visitors. ID badges should be kept clean (ie: no stickers or other appearance altering items may be placed on the ID badge). ID badges may be worn on a standard collar clip or on a lanyard.

Only work-related buttons or pins that have been approved by Senior Management may be worn (ie: political buttons are inappropriate).

Hair (including sideburns, mustaches and beards) should be clean, combed and neatly trimmed.

Make-up and accessories should be worn in moderation or not at all. Body piercing other than earrings (to include tongue bars and nasal piercing) should be removed and Tattoos and body art should remain as covered as possible. Lewd, explicit and/or potentially offensive markings may not be exposed.

Dress code and Employee Uniforms

The Altenheim contracts with a vendor to provide uniforms to Union Employees at no cost. Upon completion of the probationary period, new employees are eligible to receive such uniforms or obtain their own uniforms.

In instances that an employee in the bargaining unit provides his or her own uniforms, the Altenheim will provide the employee a maximum of Ninety-Six Dollars ($96.00) in a six-month period, provided such employee produces acceptable proof of cost of such purchase. Reimbursement of uniform expense shall not be subject to withholding unless required by applicable law.

Employees may not receive both vendor provided uniforms and uniform reimbursement.

If an employee provided a uniform or uniform reimbursement leaves prior completion of six months of employment, the employee authorizes the Altenheim to deduct the cost of the uniforms from his or her final paycheck.

Clothing of a specific color may be designated by a unit /floor or department, so employees of a specific department or area are easily identifiable. The majority of employees on the unit/floor or department, along with the Department Director must agree on the same option. Once that option is agreed upon, staff will be required to wear the option. Changes must not result in an increase in
any uniform contract currently in place and will not alter employee reimbursement or the Union Contract Agreement.

Departmental attire in addition to the general guidelines listed above:

Management, Receptionists, Business Office and Non-clinical Support Staff:

Business appropriate attire defined as:
- Dress pants;
- Docker-type pants;
- Khakis;
- slacks,
- casual skirts or dresses (if appropriate length);
- shirts with collars;
- blazers, sports coats, sweaters;
- golf shirts/polo shirts and blouses are all appropriate pieces of clothing for a business casual wardrobe;
- Employees who are approved to wear business attire or business casual attire are not required to wear hosiery;
- Holiday shirts can be worn from December 1-January 1;
- Altenheim Logo wear can be worn.

Jeans are only allowed on designated Holidays and fund-raising days.

Clinical Staff including Nurses, Certified Medication Technicians and Certified Nurse Aides and Student Nurses:

Nursing/clinical areas may choose white uniforms with white skirts or pants, colored tops or any color solid scrub pant and coordinating solid or print scrub top or Altenheim logo wear. A lab coat may be worn as desired.

6.10 Personal Cell Phone/Mobile Device Use

While the Altenheim permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, PDAs, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During non-working time, use devices in a manner that is courteous to those around you.

Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. Personal cell phones and mobile devices are not to be used on nursing floors. If found, they will be taken to the main entrance security desk to be picked up at the end of a scheduled work shift. If you have a device that has a camera and/or audio/video recording capability, you
are restricted from using those functions on the Altenheim property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with Altenheim policies regarding the protection of confidential and proprietary information when using personal devices in addition to all applicable state and federal guidelines.

While operating a vehicle on work time, the Altenheim requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You may not connect your personal device to the Altenheim network or to Altenheim equipment (computers, printers, etc.).

You may have the opportunity to use your personal devices for work purposes. Before using a personal device for work-related purposes, you must obtain written authorization from management. If you are authorized to use a personal device, you may receive a monthly stipend based on the estimated use of the device. If you obtain or currently have a plan that exceeds the monthly stipend, the Altenheim will not be liable for the cost difference.

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

6.11 Personal Data Changes

It is your obligation to provide the Altenheim with your current contact information, including current mailing address and telephone number. Inform the Altenheim Business Office of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact the Business Office.

6.12 Security

All employees are responsible for helping to make the Altenheim a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your supervisor or the Administrator immediately. Refrain from discussing specifics regarding the Altenheim security systems, alarms, passwords, etc. with those outside of the Altenheim.
Immediately advise your supervisor or the Administrator of any known or potential security risks and/or suspicious conduct of an employee, resident, visitor, or guest of the Altenheim. Safety and security is the responsibility of all employees and we rely on you to help us keep our premises secure.

### 6.13 Social Media Policy

At the Altenheim, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Altenheim, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all employees who work for the Altenheim.

**Guidelines**

For purposes of this policy, **social media** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the Altenheim, as well as any other form of electronic communication.

The Altenheim Corporate Compliance Code of Conduct, principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employee of the Altenheim.

**Know and Follow the Rules**

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

**Be Respectful**

The Altenheim cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of a protected characteristic under applicable law and the Altenheim policy. Your personal posts and social media activity should not reflect upon or refer to the Altenheim.
Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Altenheim.
- Do not create a link from your personal blog, website, or other social networking site to an Altenheim website that identifies you as speaking on behalf of the Altenheim.
- Never represent yourself as a spokesperson for the Altenheim. If the Altenheim is a subject of the content you are creating, do not represent yourself as speaking on behalf of the Altenheim. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by management or consistent with policies that cover equipment owned by the Altenheim.

Media Contacts

No employees are authorized to speak on behalf of the Altenheim. Do not speak to the media on behalf of the Altenheim. Direct all media inquiries for official Altenheim responses to the Board of Directors or Corporate Legal Counsel.

Retaliation and Your Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

6.14 Telephone Use

The Altenheim phones are principally for work-related communications and resident use. Unless there is an emergency, limit long distance telephone calls to business purposes only. Limit personal use of Altenheim telephones to brief
communications during rest periods where possible. Casual conversation with friends and relatives during working hours is strongly discouraged. Telephone use is subject to the Voicemail/Email/Internet Usage Policy.

6.15 Voicemail, Email, and Internet Policy

This Voicemail/Email/Internet Policy is intended to provide the Altenheim employees with the guidelines associated with the use of the voicemail/email/Internet system (the system). This policy applies to all employees and any others accessing and/or using the system through onsite or remote terminals.

General Provisions

- The system, and all data transmitted or received through the system, is the exclusive property of the Altenheim. You should not have any expectation of privacy in any communication over this system. If you are permitted to have access to the system, you will be given a voicemail, email, and/or Internet address and/or access code and will have use of the system consistent with this policy.
- The Altenheim reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over the system. Any individual who is given access to the system is hereby given notice that the Altenheim will exercise this right periodically, without prior notice and without prior consent.
- The interests of the Altenheim in monitoring and intercepting data include, but are not limited to: protection of Altenheim trade secrets, proprietary, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.
- You should not interpret the use of password protection as creating a right or expectation of privacy. To protect everyone involved, no one can have a right or expectation of privacy regarding the receipt, transmission, or storage of data on the Altenheim voicemail/email/Internet system.

Any employee who violates this policy will be subject to corrective action, up to and including termination of employment. If necessary, the Altenheim will also advise law enforcement officials of any illegal conduct.

6.16 Third Party Disclosures

From time to time, the Altenheim may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employee, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.
If you receive such a contact, you should not speak on behalf of the Altenheim and should refer any call requesting the position of the Altenheim to the Board of Directors and/or Corporate Legal Counsel. If you have any questions about this policy or are not certain what to do when such a contact is made, contact the Administrator.

6.17 Authorization for Use of Personal Vehicle

All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver’s license, acceptable driving record, appropriate insurance coverage as outlined in the Transportation Services: Training and Reimbursement Policy Addendum and comply with the Altenheim policies’ regarding vehicle usage.

You may not operate a motor vehicle while on Altenheim business while under the influence of alcohol or a chemical substance or other substance that can impair judgment. You may not operate a motor vehicle while on Altenheim business while texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

6.18 Use of Employer Vehicles

Company vehicles are to be used for the Altenheim business only. Unless the use of the vehicle has been approved for personal use, personal or outside business use is strictly prohibited.

If you drive an Altenheim vehicle, all provisions of Altenheim’s policies, including the Transportation Services: Training and Reimbursement Policy must be followed. Infractions or violations while driving the vehicle and all restrictions, suspensions, or revocations against your driver’s license must be immediately reported to your supervisor, Department Director or the Administrator.

When an Altenheim vehicle cannot be operated, is unsafe for use, or has been damaged, notify your supervisor, Department Director or the Administrator immediately.

As the driver of an Altenheim vehicle, you are responsible for the vehicle while in your charge and must not permit unauthorized persons to drive it. You are also responsible for the daily housekeeping of the vehicle; it is to remain clean and uncluttered.

You may not operate a motor vehicle while under the influence of alcohol or a chemical substance or other substance that can impair judgment. You may not operate a motor vehicle while texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

Multiple driving moving violations that appear on the annual state department of motor vehicle check will result in suspension of rights to drive an Altenheim vehicle or drive a personal vehicle on Altenheim business. Suspension of rights will continue until one year has passed with no infractions. If there are persistent
and ongoing problems with driving infractions, and driving a vehicle is a part of successful execution of job responsibilities, you may be terminated.

6.19 Workplace Privacy and Right to Inspect

The Altenheim property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Altenheim and is subject to inspection at any time, without notice to any employee, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on the Altenheim premises including that kept in lockers and desks.

**Personal purses, backpacks and bags are not to be taken to resident floors and must be kept in employees’ lockers or personal vehicles.**

6.20 Personnel and Medical Records

The Altenheim maintains a personnel and medical file for all employees. Medical records will be kept in a separate folder. Every effort will be made to keep your personnel and medical records confidential. Access is on a "need-to-know" basis only. This includes, but is not limited to, supervisors and others in management reviewing the file for possible promotion, transfer, or layoff.

If you wish to review or receive a copy of your personnel or medical file, you must give the Altenheim reasonable notice. Inspection must occur in the presence of an Altenheim representative. All requests by an outside party for information contained in your personnel file will be directed to the Business Office, which is the only department authorized to give out such information.
7.0 Benefits

7.1 Regular Full-Time Personnel

Regular full-time employees are those who have completed their introductory period and are regularly scheduled to work more than 35 hours per week. Unless stated otherwise in this Handbook or the Union Contract Agreement or specifically permitted by law, all the benefits provided to employees at the Altenheim are for regular full-time employees only. This includes vacation, holiday pay, bonus/incentives, and other benefits coverage.

An employee in the bargaining unit is full time in consideration of health insurance benefits, holiday pay, attendance incentive, seniority incentive and other employee benefits as defined by the contract if:

- the employee in the bargaining unit has completed the probationary by July 1, 2018, and regularly works in excess of nineteen (19) hours per week in the bargaining unit; or
- the employee in the bargaining unit that has not completed the probationary period by July 1, 2018, and regularly works an average of thirty (30) hours or more per week in the bargaining unit.

7.2 Regular Part-Time Personnel

All employees who work fewer than 35 hours per week are considered part time, except as defined in the Union Contract Agreement. Part-time employees are not eligible for Altenheim benefits unless specified otherwise in this Handbook, in the benefit plan summaries, or specifically permitted by law.

7.3 Temporary Personnel

Temporary employees are hired for a specific period or specific work project, not to exceed three months in duration. The Altenheim reserves the right to extend the duration of temporary employment where necessary. Temporary employees, as with contract/agency staffing, are not eligible for benefits unless specified otherwise in this handbook or in the benefit plan summaries, or specifically permitted by law.

7.4 401(k) Plan

The Altenheim has a defined contribution plan. Each year, the employer may elect to make a contribution to this plan on behalf of non-union, eligible employees. An employee is eligible to participate after 12 consecutive months of employment. Each year thereafter, an employee must work at least 1000 hours per year to share in the annual contribution. The vesting of a participant's interest, based upon years of service is as follows:
<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Percent vested</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1 years</td>
<td>0% vested</td>
</tr>
<tr>
<td>2 years</td>
<td>40% vested</td>
</tr>
<tr>
<td>3 years</td>
<td>60% vested</td>
</tr>
<tr>
<td>4 years</td>
<td>80% vested</td>
</tr>
<tr>
<td>5 years</td>
<td>100% vested</td>
</tr>
</tbody>
</table>

Eligible employees (as defined above) may elect to make an unmatched contribution to the plan.

As with your insurance benefits, refer to your Summary Plan Description (SPD) provided by the benefits administrator for specifics. If you have further questions about pension or profit sharing rights, consult with the benefits administrator. This benefit, as well as other benefits, may be canceled or changed at the discretion of the Altenheim, unless otherwise required by law.

### 7.5 Continuing Education Policy and Tuition Assistance

We believe in the continuing education of employees. If the Altenheim sends you to a class or training program during normal working hours related to your employment and you are nonexempt, you will be paid training pay for that time.

If you are interested in attending an outside class and having the Altenheim pay for your attendance, you are required to provide advance written notice describing the class, including the subject matter, credentials of the trainer(s), length, and cost. Depending on the type of training, the Altenheim may reimburse some or all of the fees, including materials expenses, meals, and transportation. If your Department Director approves of your attendance at a class that is not sponsored by the Altenheim, you will be reimbursed once you have attended and paid for the class.

### 7.6 Health Insurance

Altenheim provides its regular full-time employees who have completed ninety (90) days of employment with health insurance. You have the option of dependent coverage at an additional expense. Medical plan benefits for eligible are described in detail in the Summary Plan Description (SPD) that is available to all eligible employees. These benefits may be canceled or changed at the discretion of the Altenheim, unless otherwise required by law and/or as agreed in the current Union Contract Agreement.

Additional details about benefits and individual accounts and coverage for those not in the Bargaining Unit may be accessed online.

Additional details about benefits and individual accounts and coverage for those in the Bargaining Unit may be accessed by contacting the Service Employees International Union Local 2000 Health and Welfare Fund.

FMLA Sub-policy: Health benefits during Family and Medical Leave Act (FMLA) leave are maintained by the Altenheim on the same terms as if you continued to
work. You must make arrangements to pay your share of the health insurance premium on a monthly basis to maintain insurance coverage. Contact the Business Office to determine your contribution amount. The obligation of the Altenheim to maintain health benefits stops when:

- You inform the Altenheim of your intent not to return to work at the end of the leave period; or
- You fail to return to work when the FMLA entitlement is exhausted and have not been granted another reasonable accommodation; or
- You fail to timely make your premium payments.

The Altenheim will be entitled to recover premiums paid to maintain health insurance coverage for you if you fail to return to work from leave.

Plan eligibility does not necessarily mean coverage for all medical treatments or procedures. Under changed circumstances, you may be responsible for contributing to the cost of increased premiums. This benefit, as well as other benefits, may be canceled or changed at the discretion of the Altenheim, unless otherwise required by law.

COBRA: If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your medical benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA). The Altenheim will mail you information about your COBRA rights.

**Employee Assistance Program (EAP)**

The Altenheim provides all employees confidential access to a wide variety of Employee Assistance Program services at no cost to any employee through H&H Health Associates. Confidential services include an online EAP Library at www.hhhealthassociates.com. New online Users will first need to register using ALTENHEIM as the company name and then create your unique username and password. Short-term counseling, research consultation and referral services for you and your family are also available by calling 314-845-8301 or 1-800-832-8302. No information, including your name, can be released without your written consent, except as required by law, such as the duty of a counselor to warn someone of a serious threat or the mandated reporting of child and elder abuse. Additional information about EAP services are available online at info@HHHealthassociates.com or www.hhhealthassociates.com

### 7.7 Dental Insurance

All regular full-time employees who have completed the 90 day probationary period of employment at the Altenheim are eligible for the dental plan either through the non-union plan or through the SEIU Local 2000 Health and Welfare Trust. The Altenheim and employees each make contributions to the Dental Plan.

Dental plan benefits are described in detail in the Summary Plan Description ( SPD) for each program.
7.8 **Disability Insurance**

The Altenheim provides employees with disability income protection when they miss work due to nonwork related disabilities.

The terms and conditions for the short term disability insurance program are outlined in the Summary of Plan Benefits for employees in the Bargaining Unit through the SEIU local 2000 Health and Welfare benefit descriptions.

The terms and conditions for short and long term disability for employees not in the bargaining unit are available online.

7.9 **Life Insurance**

The Altenheim provides life insurance to all regular full-time employees and those in the bargaining unit through who have completed 90 days of employment with the Altenheim. You will be required to notify the benefits administrator of your intended beneficiary. See the copy of the Summary Plan Description (SPD) for details about the benefit applicable to you.

7.10 **Unemployment Compensation Insurance Policy**

Unemployment compensation insurance is paid for by the Altenheim and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Altenheim.

7.11 **Vision Care Insurance**

All regular full-time employees who have completed ninety (90) days of employment at the Altenheim are eligible for the Altenheim non-union vision care plan or the Local 2000 SIEU Health and Welfare Fund Vision Plan. Vision care plan benefits are described in detail in the Summary Plan Description (SPD) that may be obtained online or the local SEIU office. The Altenheim and the employee each make a contribution to the plan.

7.12 **Workers' Compensation Insurance Policy**

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at the Altenheim, no matter how slightly, you are to report the incident immediately to your supervisor, the Department Director or the Administrator and complete an incident report form.
Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits and result in disciplinary action.

To receive workers' compensation benefits, notify your supervisor, the Department Director or the Administrator immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

**7.13 COBRA**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible Altenheim employees and their beneficiaries to continue health insurance coverage under the Altenheim or SEIU Local 2000 Health and Welfare health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Contact the Business Office or the SEIU local 2000 Plan Administrator, to learn more about your COBRA rights.
8.0 Holidays, PTO, and Leave Policies

8.1 Holidays

The Altenheim offers the following paid holidays each year:

- New Year's Day
- Thanksgiving Day
- Martin Luther King's Birthday
- Christmas Day
- Memorial Day
- Employee Personal Holiday
- Independence Day
- Employee Birthday
- Labor Day

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

If a holiday falls on your regular day off, ask your supervisor about how it affects you.

In order to be eligible for the above holidays, an employee must be employed full time, not in the probationary period, and not on a leave of absence. To be entitled to holiday pay, an employee must also work the last full scheduled workday before the holiday and the first full scheduled workday after the holiday and, if scheduled to work, the holiday, unless permission to be absent is granted in advance. Such permission will not be unreasonably withheld.

Employee Personal and Birthday Holiday may be taken on the date of his or her choice with supervisor approval.

Holiday time cannot be carried over from one year to the next. Holiday time cannot be converted to cash and must be used during the calendar year in which it occurs. Holiday time is not subject to the Paid Time Off (PTO) buy-back or roll-over policy or the Union Contract Agreement for grandfathered employees vacation payout and/or carry over policy.

You will be compensated for holidays in accordance with federal and state law.

The following additional conditions apply to employees in the bargaining unit:

- For the personal holiday, employees must give their supervisor one (1) week advance notice prior to taking the holiday. The earliest request for the holiday shall be the one honored. If two (2) or more employees make their requests on the same day for the same day off, the most senior employee will be granted the holiday, if there was no prior request.

- In the event that a holiday falls within the employee’s vacation period, he or she will be allowed an extra day's pay for such holiday, or an extra day's vacation.

- Employees required to work on any of the above holidays shall receive pay at their prevailing hourly rate for the number of hours
worked in addition to holiday pay. Probationary employees shall not be entitled to holiday pay.

8.2 Paid Time Off (PTO) Policy

Paid time off (PTO) provides you with the flexibility to use your time off to meet your personal needs, while recognizing your individual responsibility to manage your paid time off.

You will accumulate PTO each pay period worked and it is up to you to allocate how you will use it — for vacation, illness, caring for children, school activities, medical/dental appointments, personal business, or emergencies. The Altenheim may require you to use any unused PTO during disability or family medical leave, or any other leave of absence, when permissible according to state and federal law. The amount of PTO earned will depend on your length of service with the Altenheim.

Eligibility

You are eligible to receive PTO if you are not in the bargaining unit and are regularly scheduled to work at least 35 hours per week or you are in the bargaining unit, regularly work 30 hours or more per week and you completed your probationary period on or after July 1, 2018. Part time employees are granted a pro-rata share of PTO based on the average number of hours routinely worked each week. Temporary, Contract and Per Diem or PRN employees are not eligible for PTO.

Deposits Into Your Paid Time Off Leave Account

The amount of PTO you accrue each year is based on your length of service and accrues according to the accrual schedule determined by the Altenheim. PTO is accrued as you work. You will not accrue PTO time while you are taking time off for any reason, unless otherwise required by law.

Maximum Accrual

PTO should be used before the employee’s next anniversary date, and may not be carried over without approval from the Administrator. New employees may use up to five (5) days after 6 months of service, which days are part of the total fourteen (14) days added to the employee PTO bank after one year of service.

For full-time employees in the bargaining unit, who have completed the probationary period after July 1, 2018, and all other full time employees the following applies:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Paid Time Off Days per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 months</td>
<td>5 days (may not be converted to cash – not accrued)</td>
</tr>
<tr>
<td>After 1 year</td>
<td>14 days (total includes 5 days within 6 months)</td>
</tr>
<tr>
<td>After 5 years</td>
<td>19 days</td>
</tr>
<tr>
<td>After 10</td>
<td>24 days</td>
</tr>
</tbody>
</table>
After 20 years or more 29 days

An employee may 'buy back' PTO from their PTO bank as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Amount That Can Be Bought Back</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 1 year of service</td>
<td>Up to 5 days/year</td>
</tr>
<tr>
<td>After 5 years or more</td>
<td>Up to 10 days/year</td>
</tr>
</tbody>
</table>

Employees who wish to buy back their PTO must submit a written request to the Administrator on or before November 15. The Altenheim will pay buy-back by the last payroll date before Christmas.

**Termination**

You will not be paid for all accrued and unused PTO when you leave the Altenheim if appropriate advance notice is not provided and/or if your separation is due to termination for violation of the Code of Conduct unless otherwise specified by law or the Union Contract Agreement.

**Using Your PTO**

The minimum amount of PTO you can use at one time is the equivalent of 1/2 day of pay.

**Notice and Scheduling**

You are required to provide your supervisor with reasonable advance notice and obtain approval prior to using PTO. This allows for you and your supervisor to prepare for your time off and assure that all staffing needs are met. There may be occasions, such as sudden illness, when you cannot provide advance notice. In those situations, inform your supervisor of your circumstances as soon as possible.

Scheduled Paid time off (PTO) leave will be granted at the time requested when possible – every good faith effort will be made to avoid asking an employee to postpone a PTO request. To ensure continued operations and not interfere with the function or work load of a particular department, a supervisor may postpone a request for a scheduled leave for a limited period of time. PTO shall not be granted for periods greater than 2 weeks at a time, unless prior approval has been granted by the Administrator.

**8.3 Vacation and Sick Leave Policy**

Vacation is paid to regular full-time Altenheim Employees in the Bargaining Unit who completed the probationary period prior to July 1, 2018, as follows:

<table>
<thead>
<tr>
<th>Completed Years of Service</th>
<th>Paid Vacation Time</th>
<th>Paid Sick Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>After One (1) Year Anniversary</td>
<td>5 days/1 week</td>
<td>6 days</td>
</tr>
</tbody>
</table>
After two (2) Year Anniversary 10 days/2 weeks 12 days
After five (5) Year Anniversary 15 days/3 weeks 24 days
After ten (10 Year Anniversary 20 days/4 weeks 72 days

Unused sick days may not be converted to a cash payment or carried over year to year. You may be required to use available sick leave during family and medical leave, disability leave, or other leave. Any period of sickness exceeding three consecutive work days will require a letter of confirmation from attending physician. Employees receiving payments from Workers' Compensation or insurance, accident and sickness benefits may, at their option, supplement such payments with sick leave to the extent that the total weekly payments will meet, but not exceed, their normal weekly wages.

Vacation leave will be granted at the time requested when possible – every good faith effort will be made to avoid asking an employee to postpone a request. To ensure continued operations and not interfere with the function or work load of a particular department, a supervisor may postpone a request for a scheduled leave for a limited period of time. Vacation shall not be granted for periods greater than 2 weeks at a time, unless prior approval has been granted by the Administrator.

Vacation may be taken at any time throughout the year, subject to normal staffing requirements, except for the weeks which include Christmas and New Year’s Day. The Altenheim will allow one employee per shift to take vacation during the week of Christmas and New Year’s on a rotation basis by seniority. If a holiday occurs during your vacation you will be granted one additional day of vacation. If you are sick during your vacation you may not count that day towards sick pay. You must use vacation in one week blocks unless you have received approval from the Administrator.

**Maximum Accrual**

You may carry over unused vacation time from year to year with Administrator approval.

An employee may 'buy back' vacation as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Amount That Can Be Bought Back</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 1 year of service</td>
<td>Up to 5 days/year</td>
</tr>
<tr>
<td>After 5 years or more</td>
<td>Up to 10 days/year</td>
</tr>
</tbody>
</table>

Employees shall be entitled to their vacation pay on the payday immediately preceding their vacation time. If they choose to do so, Employees may take their vacation pay and continue to work.

**Minimum Increments of Vacation**

The minimum amount of vacation you can use at one time is increments of not less than one-half day at a time.
Termination

Any employee who resigns employment must give the Altenheim two (2) weeks’ notice prior to the last working day in order to receive unused vacation pay. Employees terminated by the Altenheim will receive earned, unused vacation pay at the time of termination unless, and only in the case of an employee with less than five (5) years’ service, termination is for violation of the Employer’s Code of Conduct, including but not limited to intoxication, drinking on the job, theft, drugs, sleeping on the job, patient abuse, or workplace violence.

For additional clarification, refer to the current Union Contract Agreement

8.4 Family and Medical Leave of Absence Policy

General

We recognize that there are times when you may need to be absent from work due to qualifying events under the Family and Medical Leave Act (FMLA). Accordingly, the Altenheim will provide eligible employees up to a combined total of 12 weeks of unpaid FMLA leave per leave year for the following reasons and any others authorized by the FMLA:

- **Parental Leave**: For the birth or placement of an adopted or foster child;
- **Personal Medical Leave**: When you are unable to work due to your own serious health condition;
- **Family Care Leave**: To care for a spouse, child, or parent with a serious health condition;
- **Military Exigency Leave**: When your spouse, parent, son, or daughter (of any age) experiences a qualifying exigency resulting from military service (applies to active service members deployed to a foreign country, National Guard and Reservists); and
- **Military Care Leave**: To care for your spouse, parent, son, daughter (of any age), or next of kin who requires care due to an injury or illness incurred while on active duty or that was exacerbated while on active duty. **Note**: Up to 26 weeks of leave per 12-month period may be taken to care for the injured/ill service member.

Key Policy Definitions

- **Eligible employees** under this policy are those who have been employed by the St. Louis Altenheim for at least 12 months (these need not be consecutive months and under certain circumstances hours missed from work due to military call-up will also be counted) and have performed at least 1,250 hours of service in the 12-month period immediately preceding the date leave is to begin. You may contact the Administrator to discuss other types of leave that might be available for the reasons listed in this policy.

- **Leave year** for the purposes of this policy is a rolling 12-month period measured backward from the date FMLA leave begins.
• A **spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage arose.

• A **son or daughter** for the purposes of parental or family leave is defined as a biological, adopted, foster, step-child, legal ward, or a child for whom you stood in loco parentis to, who is either under 18 years of age, or is 18 years of age or older and incapable of self-care because of physical or mental disability. A son or daughter for the purposes of military exigency or military care leave can be of any age.

• A **parent** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to you when you were a son or daughter.

• **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.

• A **serious health condition** is an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions that may qualify, contact Human Resources.

• A **health care provider** is a medical doctor or doctor of osteopathy, physician assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.

• **Qualifying exigencies** for military exigency leave include:
  o Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
  o Attending official ceremonies, programs, or military events;
  o Special child care needs created by a military call-up including making alternative child care arrangements, handling urgent and
non-routine child care situations, arranging for school transfers, or attending school or daycare meetings;
  o Making financial and legal arrangements;
  o Attending counseling sessions for yourself, the military service member, or the military service members’ son or daughter who is under 18 years of age or is 18 or older but incapable of self-care because of a mental or physical disability;
  o Rest and recuperation (Note: Fifteen days of leave is available for this exigency per event);
  o Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (Note: Leave for these events is available during a period of 90 days following the termination of active duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;
  o Parental care when the military family member is needed to care for a parent who is incapable of self-care (e.g. arranging for alternative care or transfer to a care facility); and
  o Other exigencies that arise that are agreed to by both the Altenheim and you.

- A serious injury/illness incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

Notice and Leave Request Process

Foreseeable Need for Leave

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not practicable, give notice as soon as possible. You are expected to complete and return a leave request form prior to the beginning of leave. Failure to provide appropriate notice and/or complete and return the necessary paperwork will result in the delay or denial of leave.

Unforeseeable Need for Leave

If the need for leave is unforeseeable, provide notice as soon as practicable and possible under the facts of the particular case. Normal call-in procedures apply to all absences from work including those for which leave under this policy may be requested. You are expected to complete and return the necessary leave request form as soon as possible to obtain the leave. Failure to provide appropriate notice and/or complete and return the necessary paperwork on a timely basis will result in the delay or denial of leave.
Leave Request Process

To request leave under this policy, obtain a leave request form from your supervisor or the Business Office and return the completed form to the Administrator or Business Office. If the need for leave is unforeseeable and you will be absent more than three days, contact Human Resources by telephone and request that a leave form be mailed to your home. If the need for leave will be fewer than three days, complete and return the leave request form upon returning to work.

Additionally, if you are planning a medical treatment or a series of treatments or you are taking military caregiver leave, you must consult with the Altenheim first regarding the dates of this treatment to work out a schedule that best suits the needs of the employee or the covered military member, if applicable, and Altenheim.

Call-In Procedures

In all instances of absence for intermittent leave, the call-in procedures and standards established for giving notice of absence from work must be followed. If you take leave because of your own serious health condition or to care for a covered relative, you must contact the Altenheim on a regular basis regarding the status of the condition and your intention to return to work. In addition, you must give notice as soon as practicable (within two business days if feasible) if the dates of leave change or are extended or initially were unknown.

Leave Increments

Parental Leave

Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental leave must be completed within 12 months of the birth or placement of the child; however, you may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

Family Care, Personal Medical, Military Exigency, and Military Care Leave

Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

Paid Leave Utilization During FMLA Leave

If you are taking parental, family care, military exigency, and/or military care leave, you must utilize available vacation/PTO, personal days, and/or family illness days during this leave. If you are taking personal medical leave, you must utilize available sick, personal, and vacation/PTO days during this leave. If you are receiving short- or long-term disability or workers' compensation benefits during a personal medical leave, you will not be required to utilize these
benefits. However, you may elect to utilize accrued benefits to supplement these benefits.

The substitution of paid leave time for unpaid FMLA leave time does not extend the 12 or 26 weeks (whichever is applicable) of the FMLA leave period. In no case can the substitution of paid leave time for unpaid leave time result in your receipt of more than 100% of your salary. Your FMLA leave runs concurrently with other types of leave, for example, accrued vacation time that is substituted for unpaid FMLA leave and any state family leave laws, to the extent allowed by state law.

Certification and Fitness for Duty Requirements

Certification from a health care provider when requesting family care, personal medical, or military care leave must be provided within 15 days of the request for leave unless it is not practicable under the circumstances despite your diligent efforts. Certification paperwork can be obtained from Human Resources. Failure to timely provide certification may result in leave being delayed, denied, or revoked. In our discretion, you may also be required to obtain a second and third certification from another health care provider at the Altenheim’s expense (except for military care leave). Recertification of the continuance of a serious health condition or an injury/illness of a military service member will also be required at appropriate intervals.

When requesting a military exigency leave, you may also be required to provide appropriate active duty orders and subsequent information concerning particular qualifying exigencies involved.

When requesting personal medical leave, you will also be required to provide a fitness for duty certification from your health care provider prior to returning to work.

Scheduling Leave and Temporary Transfers

Where possible, attempt to schedule leave so as not to unduly disrupt operations. If you are requesting leave on an intermittent or reduced schedule basis that is foreseeable based on planned medical treatment, you may be temporarily transferred to another job with equivalent pay and benefits that better accommodates recurring periods of leave.

Health Insurance

Your health insurance coverage will be maintained by the Altenheim during leave on the same basis as if you were still working. You must continue to make timely payments of your share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. If this occurs, you will be notified 15 days before the date coverage will lapse that coverage will terminate unless payments are promptly made. Alternatively, at our option, the Altenheim may pay your share of the premiums during the leave and recover the costs of this insurance upon your return to work. Coverage that lapses due to nonpayment of premiums will be reinstated.
immediately upon return to work without a waiting period. Under most circumstances, if you do not return to work at the end of leave, the Altenheim may require reimbursement for the health insurance premiums paid during the leave.

Return to Work

Upon returning to work at the end of leave, you will be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken. You may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during the period of leave.

Spouse Aggregation

In the case where you and your spouse are both employed by the Altenheim, the total number of weeks to which you are both are entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, spouses employed by the Altenheim will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed because of for your own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

General Provisions

Failure to Return

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment. The Altenheim is not required to grant requests for open ended leaves with no reasonable return date under these policies or as disability accommodations.

Alternative Employment

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Altenheim. If you are on a leave of absence and are found to be working elsewhere without permission, you will be automatically terminated.

False Reason for Leave

You will be terminated if you provide a false reason for a leave.
8.5 Jury Duty Leave

The Altenheim encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor or Department Director as soon as possible to make scheduling arrangements. You will not incur any deduction in pay for a partial week's absence due to jury duty.

The Altenheim reserves the right to require employees to provide proof of jury duty service to the extent authorized by law. The Altenheim will not retaliate against employees who request or take leave in accordance with this policy.

8.6 Victim and Witness Leave

The Altenheim realizes that, on occasion, you may have an obligation to participate in criminal legal proceedings either as a witness or because you, or a close family member, was victimized by a criminal act. The Altenheim provides unpaid leave to attend those proceedings under circumstances described below.

If you are required to attend a criminal proceeding either as a witness or as a crime victim (or a close family member of a crime victim as defined by applicable law), you must inform your supervisor or Department Director as soon as possible to make scheduling arrangements. The Altenheim reserves the right to require employee to provide proof of the need to attend the criminal proceedings to the extent authorized by law.

Leave under this policy is unpaid; however, exempt employee may receive pay as required by applicable law. You may opt to use PTO/vacation for any unpaid leave.

You are expected to return to work if you are excused from the criminal proceedings during regular working hours or released from the criminal proceeding earlier than expected.

This policy does not apply to employees seeking leave because they have committed or are alleged to have committed a criminal act. The Altenheim will not retaliate against employees who request or take leave in accordance with this policy.

8.7 Voting Leave

If your work schedule prevents you from having three consecutive hours of time off work when voting polls are open, upon prior notice to the Altenheim, you may take up to three hours off work for the purpose of voting. The timing of your leave will be determined by your supervisor or Department Director.

8.8 Accommodations for Nursing Mothers

The Altenheim will provide nursing mothers reasonable paid break time to express milk for their infant child(ren) for up to one year following the child's
birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from co-workers and the public. Expressed milk can be stored in company refrigerators. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator and to comply with all health department, state and federal regulations related to long term care communities.

Lactation break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time will be paid in accordance with applicable law. You are encouraged to discuss the length and frequency of breaks under this policy with your supervisor, Department Director or the Administrator.

No provision of this policy applies, or will be enforced, if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state, or local law, or regulation.

8.9 Bereavement Leave

The Altenheim recognizes the importance of taking leave when there is a death in the family. You are entitled to take up to 3 days off with pay for the funeral of an immediate relative. i.e, mother/father, current stepmother/stepfather, husband/wife, brother, sister, child, current stepchild, grandparent, grandchild, legal ward, present mother-in-law or father-in-law. Authorized leave without pay is available for extended funeral matters. Personal leave time may also be taken when necessary. Notify your supervisor of your intention to take bereavement leave as soon as the need arises. The Altenheim may request documentation to support absences for bereavement leave. Also see the current Union Contract Agreement.

8.10 Military Leave (USERRA)/ First Responder Leave

The Altenheim complies with applicable federal and state law regarding military and/or first responder leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state laws. You must submit documentation of the need for leave to the Administrator and Business Office. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Department Director or the Administrator of your intent to return to employment based on requirements of the law.

For more information regarding status, compensation, benefits, and reinstatement upon return from military leave or information regarding first responder leave, contact the Business Office.
9.0 Safety and Loss Prevention

9.1 General Safety Policy

It is the responsibility of all Altenheim employees to maintain a healthy and safe work environment. Report all safety hazards and occupational illnesses or injuries to your supervisor as soon as reasonably possible, but no later than 24-hours after an incident or accident and complete an occupational illness or injury form as needed. Failure to follow the Altenheim health and safety policies may result in disciplinary action, up to and including termination of employment.

One tool in our safety program is cameras that are located at entrances to the building, parking areas and moved around other areas of the property and buildings found to be areas of concern. The cameras are monitored continuously by the safety personnel and security officers on duty. Please be aware that tapes of these areas are kept and reviewed as necessary.

See the guidelines for Visitors included in this Handbook and for additional details the complete policy and procedure for all staff, vendors and other visitors.

The Altenheim system of ensuring that all employees comply with the rules and maintain a safe work environment include:

- Informing employees of the provisions safety process for illness and injury prevention;
- Evaluating the safety performance of all workers;
- Recognizing employees who perform safe and healthful work practices;
- Providing training to employees whose safety performance is deficient;
- Disciplining employees for failure to comply with safe and healthful work practices.

Two-way communication between management and staff on health and safety issues is essential to an injury-free, productive workplace. The following system of communication is designed to facilitate a continuous flow of safety and health information between management and staff in a form that is readily understandable and consists of one or more of the following checked items:

- New employee orientation including a discussion of safety and health policies and procedures,
- Workplace safety and health training programs at least annually,
- Posted or distributed safety information,
- A system for employees to anonymously inform management about workplace hazards,
- A multi-disciplinary Compliance and Quality Committee, including staff and management meets regularly, reviews results of the periodic scheduled safety audits, inspections by external auditor and reviewers, reviews investigations of near misses, incidents, accidents and exposures and makes suggestions to management for the prevention of future incidents, reviews investigations of alleged hazardous conditions,
Periodic inspections utilizing workplace safety checklist tool to identify and evaluate workplace hazards are performed:

- When new substances, processes, procedures or equipment which present potential new hazards are introduced into the community;
- When new, previously unidentified hazards are recognized;
- When occupational injuries and/or illnesses occur;
- When we hire and/or reassign permanent or intermittent workers to processes, operations, or tasks for which a hazard evaluation has not been previously conducted; and
- Whenever workplace conditions warrant an inspection.

Workplace safety and health practices training includes, but is not limited to, the following:

- Explanation of the safety practices, emergency action plan and fire prevention plan, and measures for reporting any unsafe conditions, work practices, injuries and when additional instruction is needed;
- Use of appropriate clothing, including gloves, footwear, and personal protective equipment;
- Information about chemical hazards to which employees could be exposed and other hazard communication program information;
- Availability of toilet, hand-washing and drinking water facilities;
- Provisions for medical services and first aid including emergency procedures;
- Lock out/Tag out;
- Workplace Violence;
- Resident Handling;
- Tuberculosis Exposure;
- In addition, specific instruction is provided to all employees regarding hazards unique to their job assignment, to the extent that such information was not already covered in other training.

9.2 Policy Against Workplace Violence

As the safety and security of our residents, employees, vendors, contractors, and the general public is in the best interests of the Altenheim, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

Zero Tolerance Policy

The Altenheim has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees and non-employees such as contractors, agency staff, volunteers, and visitors.
Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person;
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means;
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact;
- Possessing, brandishing, or using a firearm on Altenheim property or while performing Altenheim business except as permitted by state law; or
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Reporting Incidents of Violence

Report to your supervisor, Department Director, the Administrator, Safety personnel or Security Officer, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation. If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination. If you believe you have been wrongfully retaliated against, immediately report the matter to the Administrator or Compliance and Grievance Officer.

9.3 Drug and Alcohol Policy

The Altenheim considers drug and alcohol abuse a serious matter that will not be tolerated. The Altenheim absolutely prohibits employees from using, selling, possessing, or being under the influence of illegal drugs, alcohol, or a controlled substance or prescription drug not medically authorized while at their job, on Altenheim property, or while on work time.
A. **Alcohol**

Unauthorized use, possession, or being under the influence of alcohol by an employee upon reporting to work, or during working hours, or while on Altenheim business, or while on Altenheim premises or in an Altenheim vehicle, is prohibited.

“Under the influence” means, for the purposes of this entire policy, that the employee has a detectable level of any drug or alcohol or a combination of any drugs and/or alcohol, or is affected by any drug or alcohol or the combination of any drugs and/or alcohol in any detectable manner.

“Alcohol” means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl and isopropyl alcohol.

B. **Legal Drugs**

Except as provided below, the use, or being under the influence, of any legal drug by an employee upon reporting to work, or during work hours, or while on Altenheim business, while on Altenheim premises or in an Altenheim vehicle is prohibited to the extent such use or influence affects or may affect the safety of co-workers or members of the public, the employee’s work performance, or the safe or efficient operation of the Altenheim’s business.

Failure on the part of an employee to report to his or her supervisor a warning by a pharmacist, physician, or other health care provider that certain work or jobs should not be attempted while taking a prescribed drug is prohibited.

“Legal drug” includes prescribed drugs and over-the-counter drugs that have been legally obtained and are being used for the purpose for which they are prescribed or manufactured.

C. **Illegal Drugs**

The unlawful manufacture, distribution, dispensation, possession, use, purchase, sale or being under the influence of, an illegal drug by an employee upon reporting to work, or during working hours, or while on Altenheim business, or while on Altenheim premises or in an Altenheim vehicle, is prohibited.

The unlawful manufacture, distribution, dispensation, possession, use, purchase, sale, or being under the influence of an illegal drug by an employee off Altenheim premises that adversely affects the employee's work performance, his own or others' safety at work, or the Altenheim's reputation in the community is prohibited.

Storing any illegal drug anywhere on the Altenheim’s premises or in an Altenheim vehicle is prohibited.

“Illegal drug” means any physical or mind-altering substance or any “controlled substance” or “controlled dangerous substance” as defined by the federal Controlled Substances Act. These include, but are not limited to, any non-
prescribed drug, narcotic, heroin, methamphetamine, cocaine, or marijuana, or a prescribed drug that is abused or not used in accordance with a physician’s instructions.

D. Drug and Alcohol Testing

Pre-Employment Testing - The Altenheim reserves the right to conduct pre-employment drug and alcohol testing and to condition offers of employment upon the successful completion of a drug and alcohol test.

Testing Based on Reasonable Suspicion - Employees may be asked to submit to a drug and alcohol test if an employee’s supervisor or other person in authority has a reasonable suspicion, based on objective factors such as the employee’s appearance, speech, behavior or other conduct and facts, that the employee possesses or is under the influence of illegal drugs or alcohol, or both. Employees who take over-the-counter medication or other lawful medication that can be legally prescribed under both federal and state law to treat a disability should inform their supervisor or the Administrator if they believe the medication will impair their job performance, safety or the safety of others or if they believe they need a reasonable accommodation before reporting to work while under the influence of that medication. For more information on how to request a reasonable accommodation, please refer to the Altenheim’s Accommodations Policy.

Periodic/Random Testing - The Altenheim reserves the right to conduct drug and alcohol testing on a random basis.

Post-Incident Testing - Employees involved in any work-related accident or incident involving the violation of any safety or security procedures may be required to submit to drug and alcohol testing. This applies even if the incident did not result in injury to any person or any property damage.

The Altenheim pays for all drug and alcohol tests. An employee’s consent to submit to such a test is required as a condition of employment, and the employee’s refusal to consent may result in disciplinary action, including termination of employment, for the first refusal or any subsequent refusal. A test result that is positive, adulterated, substituted, diluted, or invalid may result in immediate suspension or termination of employment and shall constitute “misconduct” in connection with work for unemployment benefits purposes.

E. Violation of this Policy

Violation of this policy may result in disciplinary action, up to and including termination of employment, even for a first offense. Employees may be suspended pending completion of an investigation. Failure to cooperate with the Altenheim in such an investigation will result in disciplinary action, up to and including termination of employment. The Altenheim reserves the right to search an employee’s personal effects brought onto the Altenheim’s property, as well as the employee’s work area, when an employee is suspected of engaging in behavior that is prohibited by this policy. Employees must notify
the Altenheim of any criminal drug statute conviction for a violation occurring in the workplace within five calendar days after the conviction.

F. Assistance

The Altenheim may assist you in seeking treatment or rehabilitation for drug or alcohol dependency. In such cases, the Altenheim may consider your continued employment as long as concerns regarding safety, health, production, communication, or other work-related matters are adequately addressed. The Altenheim may also require you to obtain a medical clearance, and agree to random testing and a "one-strike" rule as a condition of continued employment.

9.4 Nonsmoking Policy

The Altenheim is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees, resident and other visitors. Smoking in the building, resident rooms and restrooms or any area that is not specifically designated as a smoking area is prohibited.

Assistance with smoking cessation is provided as part of the healthcare benefits offered to all employees. For additional information, see the plan benefit details for more information or contact the Business Office for assistance.
10.0 Trade Secrets and Inventions

10.1 Confidentiality and Nondisclosure of Trade Secrets

As a condition of employment, the Altenheim employees are required to protect the confidentiality of the Altenheim trade secrets, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Altenheim. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management. If you have information that leads you to suspect that employee or competitors are obtaining such information, you are required to inform your supervisor or the Compliance and Grievance Officer.

Violation of this policy may result in discipline or termination, and may subject the violator to civil liability.

10.2 Inventions

Any invention created, in whole or in part, during your work hours, or from the use of equipment or facilities belonging to Altenheim, is a "work for hire" and is the property of the Altenheim.

If you intend to develop and maintain property rights to any invention that relates in any way to products or services of the Altenheim, you are required to obtain a written waiver of this policy, signed by both you and the Board of Directors.
11.0  Resident and Visitor Relations

11.1  Resident and Visitor Relations

The Altenheim strives to provide the safest, best care and services possible to our residents. Our residents and donations from the community support this organization and generate your wages.

You are expected to treat every resident, family member and guest of this community with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a resident, visitor or other guest of the community during your working time.

If you are having problems with a resident, family member, colleague or other guest of the community, notify your supervisor, Department Director or the Compliance and Grievance Officer immediately. If a resident, family member or other guest of the community voices a suggestion, concern or complaint regarding our care or services, inform your supervisor, Department Director or the Compliance and Grievance Officer or a member of management. Lastly, make every effort to be prompt in following up on resident, family member and guest questions or requests. Positive resident, family member and guest relations go a long way to establishing the Altenheim as a leader in its field.

11.2  Products and Services Knowledge

As a representative of the Altenheim, you are expected to be familiar with the long term care products and services we offer. Take an opportunity to learn the interrelationship between your department and others of the Altenheim. We consider all of our employees to be the best reflection of our business brand and company success.

11.3  Visitor Policy

The Altenheim provides visitor and vendor access in a professional and polite manner, consistent with the principals of resident and family centered care and in a manner that will ensure a safe and secure environment for all residents, visitors and staff.

The Altenheim encourages unrestricted resident-directed visits. The resident or the resident’s health care proxy can decide the kind and frequency of visits that are best in collaboration with the resident's physician. The healthcare proxy is the person who has the legal right to make decisions for the resident when the resident is not able to make decisions on his or her own.

Residents are permitted to visit with friends, family, representatives from federal and state survey agencies, resident advocates, the State long-term care ombudsman (Voyce), protection and advocacy agencies for individuals with developmental disabilities or mental illness, clergy and/or their personal physicians at any time, as long as visitation is not medically contraindicated, as
defined by the resident's physician and documented in the resident's medical record.

The resident, and/or Resident Representative, has the right to deny visitation at any time. If a resident/Resident Representative chooses to withdraw consent for visitation by a particular individual, the name of that person and the date of withdrawn consent must be documented in the resident's medical record and provided to Safety Official/the Security Officer at the front desk main entrance.

The community reserves the right to limit the number of visitors in a resident's room at one time to protect the rights of the person sharing the room.

The community reserves the right to change the location of a visit if such visit infringes upon the rights of the resident's roommate or other residents in the community.

**To Make Sure Our Visitor Policy Is Followed We Will:**

Allow friends and family of a resident access to the facility at the resident's discretion and notify resident on admission that visitors are allowed 24/7;

Provide visitor access only at the main entrance lobby off the Visitor and Resident Parking area;

Require vendor badges for all vendor representatives;

Require all Altenheim employees, volunteers and contractors to wear ID badges at all times while on the premises;

Require that Altenheim employees follow the parking policy by parking personal vehicles in the employee lot at the old nursing unit or park on S. Broadway;

Employees only may enter through the Employee entrance from the employee parking lot.

All visitors, vendors, volunteers and students must enter through the front main entrance.

Unauthorized visitors are to be reported to a supervisor on the floor, the Administrator and/or Public Safety Staff or Security Officer immediately.

**Visitor Responsibilities**

Visitors must respect the home and care needs of all Residents at the Altenheim.

All visitors must sign in at the desk at the main entrance including name, person they are visiting and if a car is parked on the Resident & Visitor Parking lot, the car description and license plate number. All visitors will be checked against the visitor restriction list at the main entrance.
Visitors may be given a visitor pass or visitor identification badge by the Altenheim Public Safety Staff or Security Officer at the main entrance as deemed necessary for security reasons.

When in use, Visitor Passes will have the date of the visit and location of the person being visited or the Visitor Badge will have VISITOR clearly identified on the badge.

In addition to law enforcement, the facility Medical Director, the resident’s primary care physician, primary licensed nurse, the facility Nursing Director and the Administrator can restrict visitation. Access may be restricted for the safety, health of a resident or visitor or for infection control reasons. Visitors may talk with a member of the management team, the Privacy Officer and/or the Compliance and Grievance Officer if needed about any restrictions on access to the facility or visiting a resident.

The resident and family will be told of any visitor restriction. Public safety officials and Security Officers will be told of visitor restrictions to keep visitors from going into a restricted resident area(s), as well as visitors that are restricted or on a no-trespass list.

The Altenheim does not restrict, limit or deny visitation privileges on the basis of his or her protected status under applicable federal, state, or local law.

**Safety Staff and Security Officers will enforce the visitor policy at the entrances to the facility.**
Acknowledgement of Receipt and Review

By signing below, I acknowledge that I have received a copy of the St. Louis Altenheim Employee Handbook and Corporate Compliance Program Code of Conduct and that I have read, understand, and agree to comply with these. I understand that the Altenheim has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the St. Louis Altenheim Management and Board of Directors. I also understand that any delay or failure by the Altenheim to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Altenheim or effect the right of the Altenheim to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized the St. Louis Altenheim representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized St. Louis Altenheim representative) or a collective-bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective-bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA) or other applicable law.

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by the St. Louis Altenheim.

If I have any questions about the content or interpretation of this handbook, I will contact my supervisor or Department Director.

Signature: ____________________________________________
Printed Name : ____________________________________________
Date: ______________________
DRUG/ALCOHOL TESTING AUTHORIZATION

I hereby agree to submit to a drug and alcohol test ("drug test") as requested by St. Louis Altenheim ("Altenheim"). I agree to provide a urine and/or hair follicle sample upon request, and undergo the necessary procedures required to perform the drug test. I acknowledge that the drug test will be conducted by a testing facility chosen by the Altenheim, which will collect and test the drug test samples. I also authorize the selected testing facility to disclose the drug test results to the Altenheim. I understand that the drug test results will remain confidential to the extent required by law and all records related to the test will be kept separately from my personnel file.

I understand that the Altenheim will pay for the drug test and that I will be compensated at my regular rate of pay for the time spent submitting to a drug test required by the Altenheim.

I understand that if I test positive for unlawful drugs or alcohol, I will be subject to discipline, up to and including termination of employment. I understand that I will have the opportunity to explain to the Altenheim that a positive test result is due to my legitimate use of prescription medication.

I understand that my refusal to take or complete a drug test required by the Altenheim will be grounds for discipline, up to and including my termination of employment. I understand that the test results will not be used for any other purpose than described in this form or in accordance with applicable law, including any applicable mandatory reporting obligations.

I hereby release from liability St. Louis Altenheim, the selected testing facility and all other parties involved in testing for any actions taken during or after a drug test, including any violation of state drug testing laws, as well as errors in testing and any actions taken by the Altenheim following a test.

I acknowledge that a photocopy of this signed form has the same validity as an original signed copy of this form.

I acknowledge that I have fully read and understand this form and I consent to drug and alcohol testing under the terms discussed above. I acknowledge and agree that I have had an opportunity to ask questions about this form before signing it.

________________________
Signature

________________________
Printed Name

________________________
Date
Transportation Services:
Training and Reimbursement Policy Addendum

Transportation is an essential part of senior living services. The success of transportation services, whether transporting residents or use of a personal vehicle for company business, depends on the knowledge, skills, safe practices and quality of service provided by drivers, as well as those scheduling and assisting with transportation services.

Policies and procedures for transportation of residents and use of a personal vehicle for St. Louis Altenheim business are intended to provide present and prospective drivers with information and resources necessary to comply with laws, regulations and guidelines to help assure safe, high quality driving and transportation services.

Requirements

Any employee operating a motor vehicle owned by the Altenheim or their own vehicle for company business must have a valid Missouri Driver’s license and auto insurance, in addition to meeting other applicant requirements, such as criminal background check, pass a physical exam, including drug and alcohol testing as requested and complete safe driver training.

Employees operating a motor vehicle transporting residents must have a valid Missouri CDL license with P (Passenger) Endorsement or equivalent documented training. At least one person operating a vehicle owned by the Altenheim transporting residents must have current Basic Life Support (BLS) certification.

The driving records, safety training, active automobile insurance coverage of each employee operating a vehicle owned by the Altenheim or an employee using a personal vehicle for Altenheim business purposes will be verified with the Missouri Department of Motor Vehicles and other government agencies as applicable, at least annually.

The following is a list of motor vehicle record entries that disqualify a person from driving for Altenheim business and/or providing transportation services for any resident. This list includes specific examples that disqualify, but does not include all possible disqualifying entries. Other entries will be evaluated by the Altenheim Management and Board of Directors in view of Risk Management and a determination made to disqualify a person or not. In all cases, items listed by the state shall apply.

- Manslaughter or Leaving the Scene of an Accident
- Careless and Imprudent Driving or Reckless Driving in past two years
- More than two moving citations of any kind in the past five years
- A pattern of driving violations
• Any conviction of driving while intoxicated or impaired by alcohol or drugs in the past ten years
• Any currently pending traffic charges
• Failure to report moving violations obtained in personal or a company vehicle

Drivers are subject to random drug and alcohol testing and mandatory testing after any incident involving a company vehicle or personal vehicle being used for company business, such that mileage reimbursement is or will be sought.

Employees refusing to submit to required drug and alcohol tests or to submit a list of medications to the testing facility or that has a positive drug or alcohol test result determined by independent medical review are subject to immediate termination.

Safety

Some of the best safety improvement ideas come from colleagues. Those with ideas, concerns, or suggestions for improved safety are encouraged to discuss them with a supervisor, the Compliance and Quality Committee or the Administrator. Reports and concerns about workplace safety issues may be made anonymously in the comment box outside the Board Room. All reports may be made without fear of reprisal/retaliation.

All incidents, regardless of how significant, must be reported immediately to a Supervisor and an Incident Report form completed. Such reports are necessary to assure the safety of residents and staff, comply with laws and regulations and to appropriately initiate insurance procedures when needed.

IT IS ILLEGAL TO LEAVE THE SCENE OF AN ACCIDENT and COULD RESULT IN IMMEDIATE TERMINATION

Distracted Driver /Cell Phone Use

The Altenheim is committed to ending the epidemic of distracted driving, and has this policy, which applies to any employee operating a company vehicle, operating a personal vehicle for company business or using a company-issued cell phone while operating a personal vehicle:

• Employees may not use a hand-held cell phone while operating a vehicle – whether the vehicle is in motion or stopped at a traffic light. This includes, but is not limited to, answering or making phone calls, engaging in phone conversations and reading or responding to emails, instant messages and text messages or adjusting Global Positioning System (GPS) and accessing the Internet.

• If company employees need to use a cell phone, they must pull over safely to the side of the road or another safe location.
• Additionally, company employees are required to:
  o Turn cell phones off or put them on silent or vibrate before starting the vehicle.
  o Consider modifying voice mail greetings to indicate that you are unavailable to answer calls or return messages while driving.
  o Inform residents, associates and business partners of this policy as an explanation of why calls may not be returned immediately.

In order to increase employee and resident safety and eliminate avoidable risks behind the wheel, the Altenheim has a Distracted Driving Policy. Use of a cell phone while operating a motor vehicle is **A SERIOUS UNSAFE ACT** that may lead to immediate termination without further warning.

**Reimbursement Pre-Requisites**

Mileage reimbursement for use of personal vehicles for Altenheim business will not be provided until all documentation requirements have been met, including initial and annual licensure, training, verifications, proof of insurance, mileage report and vehicle inspection report paperwork completed accurately, timely and legibly.

**Vehicle Inspections**

In addition to routine state and federal inspections required by law for vehicle registration/license plates, the Altenheim requires pre-trip inspections of all vehicles owned by the Altenheim and/or used to provide resident transportation by an employee of the Altenheim or operated for business activities of the Altenheim to include a minimum inspection of vehicle:

• brakes,
• steering gear,
• lights,
• signaling devices,
• windshield wipers,
• emergency doors,
• tires and
• safety equipment including seat belts, wheelchair straps, clips and other resident securing devices.

Operating a vehicle with a safety related defect is prohibited. Vehicle operators must notify a supervisor immediately to get the vehicle repaired or another vehicle assigned. Operating an unsafe vehicle is a **SERIOUS UNSAFE ACT** that may result in disciplinary action including immediate termination without additional warnings.

**Citations/Traffic Tickets**

Employees receiving traffic (on or off duty) or parking (on duty only) citations
must notify their Supervisor immediately. If the citation was received while on duty, the employee must pay any fine or costs associated with the citation, unless there is a proven vehicle defect that could not have been found in the pre-trip inspection or the operator was following a specific instruction from a Supervisor.

**Accident Procedures**

An accident is defined as any time a vehicle comes in contact with another object of any kind or any time the operator or a resident is injured. All accidents and incidents of any kind must be reported immediately to a Supervisor. If a resident injury occurs or is suspected in a company automobile offsite, 911 is to be called to assess the resident.

In a vehicular accident, the driver must not move residents or the vehicle unless it is an immediate safety hazard or specifically instructed to do so by officers of the law or other emergency medical personnel.

Employees driving personal vehicles for Altenheim business are required to maintain active automobile insurance coverage. In cases of an accident, the employee’s automobile insurance is the primary insurance coverage. Employees are advised to have personal automobile insurance policies with limits set at or above $100,000/$300,000.

**Licensing**

Drivers operating vehicles owned by the Altenheim are required to obtain and maintain proper Class B Commercial Driver’s License (CDL) with (P) Passenger endorsement or proof of equivalent training, such as a Class E driver’s license and demonstration of safely operating a company vehicle or as defined by the Missouri Department of Motor Vehicles prior to operating any vehicle owned by the Altenheim or gaining reimbursement for use of a personal vehicle for Altenheim business and/or a request for mileage reimbursement.

No less than annually, drivers must provide proof of current insurance, have a completed motor vehicle record check and complete annual continuing education related to driver safety education documentation to include:

- Beyond Basics Driving Company Owned Vehicles
- Safe Driving/Distracted Driver
- Training in safe loading and unloading
- Operation of lifts and ramps
- Safely securing residents
- Safely securing residents in a wheelchair in the vehicle
- How to Respond to Emergencies

Annual Training may be completed via Nationwide Risk Management Safety
Source Online Training or equivalent resources with documentation of the training source and verification of staff competency:


Policy: ACP3008312198
Login Password HRAItenheim
Role: Employee
Or email info@safetysourceonline.com or Call: 1-866-808-2101
See My Loss Contol Services brochure

Mileage reports and vehicle inspection report paperwork must be completed accurately, timely and legibly.

All Federal and State Laws and Regulations, in addition to safety polices, standards and guidelines prescribed by the Altenheim must be followed. Failure to use provided safety equipment, seatbelts and other equipment to secure residents is considered a **SERIOUS UNSAFE ACT** and could subject the employee to termination on the first offense.

Windows, mirrors and the First Aid kit must not be covered or obstructed. No signs, posters or decals may be placed in a vehicle unless directed or approved by a Supervisor or required by law.

**Vehicle Close- Down Procedure**

When parking a vehicle after making a run or activity trip:

- The vehicle must be secured
- Visually inspect to confirm that no residents or staff are on the van
- All paperwork must be completed
- Lost/left resident articles collected should be taken to the reception/main entrance desk
- All personal property of the operator must be removed from Altenheim vehicles
- Pick up trash and leave vehicle in a clean, sanitary condition

Unless otherwise instructed, the proper way to secure a vehicle is as follows:

- Take the vehicle out of gear and engage the emergency/parking brake
- Walk to the rear and confirm an empty van, pick up lost articles and trash;
- Shut all windows and close service door as applicable,
- Turn off all electrical components (including radio)
- Sweep the Van and empty trash daily; this is the driver's responsibility
- All required paperwork must be turned in to the Supervisor
- Mileage and safety inspections documentation must be turned in to your supervisor
- All keys must be brought in/turned in to your supervisor
Illness or Injury on a Vehicle

If the driver, employee or a resident becomes ill or injured while in an Altenheim vehicle or in a personal vehicle being operated on Altenheim business, the driver or employee must notify the supervisor immediately for assistance. The situation must be clearly and calmly described and the exact location must be given. The driver must be sure that the vehicle is moved out of traffic and into a safe place while waiting for help. The safety of the residents, the driver and any additional employees is of the utmost importance.

License Requirements

For-Hire License (Class E) license requires vision test, a special written test and a road sign test. The questions on the special written test are based on laws and methods of driving covered in the Missouri Driver Guide and information on commercial vehicles. A driving test is not required for those with a Class F operator license to obtain a Class E license. Demonstration and documentation of safely operating Altenheim vehicles, loading and unloading passengers, responding to emergencies, handling troublesome passengers and other tasks specific to the Altenheim population and vehicles to be consistent with the CDL license and P endorsement training is required prior to operating any Altenheim vehicle. see [https://dor.mo.gov/forms/Driver%20Guide.pdf](https://dor.mo.gov/forms/Driver%20Guide.pdf)

Drivers who operate commercial motor vehicles (CMVs) with sixteen (16) or more passengers, including the driver, are required to possess the proper endorsement according to the regulations of the Federal Motor Carrier Safety Administration (FMCSA) and Missouri Department of Motor Vehicles. see [https://www.fmcsa.dot.gov](https://www.fmcsa.dot.gov); [https://dor.mo.gov/drivers/commercial](https://dor.mo.gov/drivers/commercial); [https://www.dmv.org/cdl](https://www.dmv.org/cdl)

Below is information about the passenger endorsement. For information on other kinds of endorsements for commercial driver's licenses (CDL), visit the MO CDL Endorsements & Restrictions page. [https://dor.mo.gov/drivers/commercial](https://dor.mo.gov/drivers/commercial)

Passenger Endorsement

Passenger “P” endorsements are required to drive passenger vehicles that can carry at least 16 passengers (to include the driver). You must know how to load/unload your passengers, respond to emergencies, handle troublesome passengers, and other tasks specific to carrying passengers of all ages.

Applying for a “P” Endorsement

In general, you can expect to:

- Pass a written examination.
- Apply for a commercial learner's permit (CLP) with the P endorsement.
A 10 Year History Record check is required as part of the application to ensure a history of safe driving.

You may be required to hold a CLP for a specific amount of time before you can test for your CDL endorsement.

With a CLP, you may only drive a commercial passenger vehicle with a supervising driver (without passengers).

- Complete a medical assessment.
  - Most states require a physical examination that will determine whether or not you are physically able to operate a vehicle with children or passengers.
- Pass a road driving skills test.
  - This test must be taken in the same type of vehicle you intend to operate. *Failure to do so may result in one or more CDL restrictions.
- Apply for a new CDL with P endorsement.
- Pay the associated fees.

The Altenheim requires a separate background check prior to employment to include verification of the State and Federal Exclusion/Do Not Use lists.

Passing the Examinations

To obtain a Commercial Driver's License with P endorsement in Missouri, you will be required to take a written knowledge test and a road skills driving test in the commercial vehicle to be used during paid hours.

Here's what you can expect from the testing process:

1. Knowledge Tests

The information on the examination for P endorsement will be taken directly from the associated sections of the Missouri State Commercial Driver's License manual.

Passenger Endorsement Exam

For the P endorsement, you can expect questions pertaining to:

- Safely unloading and loading passengers into the vehicle.
- Operating emergency exits, and specifically push-out windows.
- Emergency situations, such as:
  - Accidents.
  - Fires.
  - Dealing with hostile or unruly passengers.
- Safe operation and defensive driving practices on roadways.
- Braking procedures.
- Proper procedures for railroad crossings and drawbridges.

If you want to be fully prepared to pass the test, consider studying with an online
2. Road Skills Test

For the road skills examination, you will be tested in each of the following areas:

- Pre-trip inspection.
- Vehicle control.
- On-road driving.

In order to avoid certain restrictions on your CDL, you must take the test in the same type of vehicle for which you are applying to be licensed.

A restriction placed on your commercial driver's license may keep you from operating certain types of vehicles.

Common federal CDL restriction codes are listed below:

- **E Restriction:** Prohibits you from operating vehicles with a manual transmission.
  - Occurs when you take your skills test in a CMV with automatic transmission.
- **L Restriction:** Prohibits operation of a vehicle containing a full air brake system.
  - Occurs if you:
    - Fail the Air Brakes Knowledge Test.
    - Incorrectly identify air brake system components.
    - Fail to properly conduct an air brakes system check.
    - Take the road skill test in a CMV lacking a full air brake system.
- **Z Restriction:** Also prohibits you from driving a CMV with full air brakes.
  - Occurs if you tested in a vehicle with an air over hydraulic brake system.
- **M Restriction:** Restricts you to operating a Class B or C passenger vehicle/school bus ONLY.
  - Occurs if you possess a Class A CDL, but earned your passenger/school bus endorsement driving a Class B vehicle.
- **N Restriction:** Restricts you to operating a Class C passenger vehicle/school bus ONLY.
  - Occurs when you possess a Class B CDL, but earned your passenger/school bus endorsement driving a Class C vehicle.
- **Restriction:** Prohibits you from driving any Class A vehicle that has a fifth wheel connection.
  - Occurs when you take your skills test in a CMV that has a non-fifth wheel connection, such as a pintle hook.
- **V Restriction:** Indicates that a medical variance has been reported by the Federal Motor Carrier Safety Administration (FMCSA).
  - This may occur, for instance, if you have a vision or diabetic waiver issued by the FMCSA.

For additional information visit: [https://dor.mo.gov/drivers/commercial/](https://dor.mo.gov/drivers/commercial/)
Acknowledgement of Receipt and Review of the TRANSPORTATION SERVICES: TRAINING AND REIMBURSEMENT POLICY ADDENDUM

By signing below, I acknowledge that I have received a copy of the St. Louis Altenheim TRANSPORTATION SERVICES: TRAINING AND REIMBURSEMENT POLICY ADDENDUM and that I have read, understand, and agree to comply with these requirements.

I understand that the Altenheim has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the Addendum at any time.

No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this Addendum. Changes can only be made if approved in writing by the St. Louis Altenheim Management and Board of Directors.

I also understand that any delay or failure by the Altenheim to enforce any rule, regulation, or procedure contained in the Addendum does not constitute a waiver on behalf of the Altenheim or effect the right of the Altenheim to enforce such rule, regulation, or procedure in the future.

If I have any questions about the content or interpretation of this Addendum, I will contact my supervisor or Department Director.

Signature: ____________________________________________
Printed Name: ____________________________________________
Date: ______________________