



SAINT JOSEPH'S

CENTER

EMPLOYEE POLICIES MANUAL



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Purpose of this Manual

Whether you have just joined our staff or have worked at Saint Joseph's Center for some time, we are confident that you will find our organization a dynamic and rewarding place in which to work. We value and depend on our caring and skilled staff to provide the most compassionate care for our residents and clients and their families.

This manual has been written to serve as a general guide for the employer/employee relationship. This manual contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific concerns to the Human Resources Department.

Nothing in this Manual, expressed or implied, constitutes a contract of employment or a guarantee of work for any specific period of time. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is "at-will," which means that it may be terminated at any time by you or by St. Joseph's Center with or without cause and with or without prior notice. No supervisor or other representative of the organization (except the President) has the authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to "at-will" principles.

The policies and benefits described herein may be revised at any time without prior notice. This manual, which is posted on-line, will be updated as policies and procedures are revised or added.

We hope this manual will provide helpful guidance to you, but please don't hesitate to ask questions. Your supervisor will gladly answer any questions you may have or, if you would be more comfortable, please direct your questions to Human Resources. Competent and conscientious people working together will make St. Joseph's Center an even better place to work.

Welcome to Saint Joseph's Center

Dear Staff,

As a ministry serving those in need, Saint Joseph's Center has more than 125 years of history. The ministry which has evolved since the foundation in 1888 continues to respond to the needs of others.

St. Joseph's Center is near and dear to the hearts of many people, past and present, included among them are generations of employees, volunteers, benefactors, Sisters of IHM, and, of course, residents, clients and their families. This is a special place and our employees help to create and maintain an atmosphere where all persons are treated with great respect and recognized for the hope and joy that they bring to others.

At St. Joseph's Center, we value our employees and are grateful for your dedication, hard work and loyalty to the mission and to those whose lives are enhanced by our services. In a unique way, each of you is an example of our core values - care, concern, compassion and commitment.

It is true that we hope to create an atmosphere of work that reflects those values for the benefit of our residents and clients as well as for you and your colleagues. Much about our expectations of you and what you can expect from St. Joseph's Center is contained in this manual.

The Administration and Human Resources Department is pleased to provide this Employee Manual. We hope it is a source of useful information for you. If you have questions about what is stated here or other topics related to your employment, please contact your supervisor or the Human Resources Department.

Whether you are a new employee or one with more years of experience, I wish to welcome and thank you for all that you do. I pray that your employment experience is meaningful to you and that each day is a blessing.

Sincerely,

Sister Maryalice Jacquinet, IHM
President/CEO

Mission Statement

Saint Joseph's Center is an independent Catholic agency sponsored by the Congregation of the Sisters, Servants of the Immaculate Heart of Mary, rooted in the values of Care, Concern, Compassion and Commitment. St. Joseph's Center strives to provide individuals and families who have special needs the opportunity to develop their abilities and potential to the fullest extent possible. We do this through residential, community and home-based services, outpatient therapy, maternity/adoption and family services.



The History of Saint Joseph's Center

St. Joseph's Center is a Catholic, not-for-profit agency sponsored by the Sisters, Servants of the Immaculate Heart of Mary, Scranton, Pennsylvania. St. Joseph's Center provides:

- Residential and Community-based Services for persons with intellectual disabilities
- Residential and Community-based Services for women experiencing special pregnancy situations
- Traditional and Special Needs adoption services
- Early Intervention Services for children with developmental delays
- Transitional Housing for women and their children
- Outpatient Therapy Services (Physical Therapy, Occupational Therapy, Speech Therapy, Recreational Therapy and Music Therapy)

In 1888, at the request of Bishop William O'Hara, Reverend Mother M. Francis, superior general of the Sisters, Servants of the Immaculate Heart of Mary, and eight lay women met to discuss how they might help the Sisters of the Good Shepherd in their work with challenged women. Under the direction of Mother M. Francis, the discussion and goals of the group quickly turned to the plight of abandoned children. They immediately organized and adopted the name St. Joseph's Society for the Prevention of Cruelty to Children and Aged Persons.

In 1890, the society moved into a home on Jackson Street, where St. Joseph's Foundling Home had its beginning. So quickly did the need for more space and help increase that several times the society was forced to seek a larger building. It also became clear that if the society was to continue its mission, different arrangements would be necessary. Although the Sisters of IHM were involved from the beginning, at the request of Bishop O'Hara, they officially assumed the operation of the home on August 30, 1890. The society continued its financial support to the home, and in November of 1890, St. Joseph's Society for the Prevention of Cruelty to Children and Aged Persons was incorporated under the law of the Commonwealth of Pennsylvania.

Today's main building on Adams Avenue was erected on land donated by the Pennsylvania Coal Company in 1893 and was completed and opened in 1900. The same year, with the addition of maternity and hospital services, came the first of four title changes that would reflect the work of the sisters who were now in full charge of the institution. The society became known as St. Joseph's Society, and the institution was known as St. Joseph's Foundling Home and Maternity Hospital.

Each year brought change and growth to St. Joseph's. In 1909 two wings were added to the original building. In 1920, St. Joseph's Foundling Home and Maternity Hospital became St. Joseph's Children's and Maternity Hospital, a name change that again reflected a new direction in the programs and services provided. The hospital was incorporated according to the laws of the Commonwealth of Pennsylvania in 1927.

Residential Services for Individuals with Intellectual and Developmental Disabilities

In the early 1900s, two major events greatly impacted the future development of St. Joseph's Center: World War I and the Flu Epidemic. The number of unmarried mothers coming to the maternity hospital during the war dramatically increased, and the number of children whose one or both parents fell fatal victim to the influenza swelled the population to well over maximum. The doors remained open to assist mothers and children, and the sisters forged ahead despite great financial difficulties.

In the 1940s World War II also had an effect on the growth of St. Joseph's as the number of war casualties increased, causing women to enter the workforce. More and more children were arriving at the doors of St. Joseph's. It was at this time that a decision was made to transfer all children over the age of six to St. Patrick's Orphanage. By 1950, the limit for St. Joseph's had been reduced to three years of age.

Because these transfers left a number of beds available at St. Joseph's, the stage was set for the institution to make the decision that placed it in the forefront of child care throughout the northeast. Frequent requests had been received seeking admission of handicapped children, but because of space limitations these requests could not be honored. Now, the way was open to them.

On March 31, 1950, three congenitally disabled children were admitted for care. This was the beginning of the St. Joseph's Center of today. More children between the ages of birth and six years who were bedridden and suffering from congenital birth defects began coming. Initially one ward was opened and in three years St. Joseph's Children's and Maternity Hospital became home to 114 neurologically impaired children.

Throughout the 1950s and 1960s the neurological department saw steady growth. In the early 1970s the philosophy of providing services to people with intellectual and physical disabilities began to shift. St. Joseph's always provided excellent medical and physical care to the residents, but now the need for educational services became evident. In 1972, when Pennsylvania passed the Right to Education Law which made educational programming a right for all children over five years of age in the Commonwealth, classrooms were set up in the main building, and teachers were provided by the Northeast Education Intermediate Unit. In 1973, St. Joseph's received a Title I Preschool Grant from the federal government, and education services also began for the children from birth to five years of age.

In 1980, St. Joseph's was licensed by the Pennsylvania Department of Health as an Intermediate Care Facility for the Intellectually Disabled (ICF/ID). This program provided funding under the Medical Assistance Program for eighty-five individuals with intellectual and physical disabilities. St. Joseph's continues to operate this aspect of residential services.

Community Services

In the 1970s and 1980s several community-based services began and continue to this day. The Early Intervention Program began in 1976 in conjunction with the

Lackawanna/Susquehanna/Wayne Counties MH/MR program. The program's goal is to provide interventions to children with developmental delays so as to either remediate or lessen the impact of the delays by the time the children reach school age. This is done in partnership with the child's family, so special needs instructors and therapists work with both the child and his or her caregivers to foster continued growth and development. In 1989, the Commonwealth of Pennsylvania enacted laws to make early intervention an entitlement for all children with developmental delays. At that time St. Joseph's was charged with the responsibility of serving children from birth to three years of age.

St. Joseph's Community Support Services Department (formally known as Family Support Services) also began in 1976. This service provides supports to parents or caregivers who have a family member with intellectual disabilities living at home. These supports may occur either in the client's home or in the form of taking the client on community-based activities. Additional services offered are: Respite Care Program, which can occur in the client's home or at the home of a Host Family; Home-based Waiver Program, where an habilitation aid goes into the home and provides the individual with structured supports; and Supported Living Programs,

where a supported living coach provides supports to individuals with intellectual disabilities who are living semi-independently in their own home.

In 1977, the Community Living Arrangements (CLA) Program was initiated with the opening of St. Joseph's first community-based residential home. This program was developed as an alternative to large congregate living situations for people with intellectual disabilities. Throughout the late 1970s and early 1980s several additional homes were added to this service. In 1986 six homes were purchased to meet the specific needs of individuals with both intellectual and physical disabilities. Today, there are eleven CLA houses in Lackawanna County and two ICF/ID homes in Luzerne County that together are home to fifty-five individuals with intellectual and physical disabilities.

In 1980, following the establishment of community services, the charter was amended to include these services, and the name of the institution was officially changed to St. Joseph's Center.

The Adult Day Services Program began at St. Joseph's Center in 1984 with ten participants. It was the first time since St. Joseph's Center's inception that individuals receiving residential services graduated from school programs. With each successive year, more and more of the individuals turned twenty-one and needed meaningful day services. In 1985, with the construction of the Feeney Training and Habilitation Center, all of the adults began receiving adult day services in this facility.

In the late 1990s, the Feeney Building was at capacity with thirty individuals, so space was rented off campus to expand services and provide room for the additional program. Each year there were more and more individuals turning twenty-one in the residential program as well as many requests from families in the community looking for adult day services for their son or daughter. With the Feeney Building and the rented space both at capacity and with absolutely no room for expansion on the main campus, St. Joseph's purchased nine acres of land in Dunmore. In September 2003, a new Adult Day Services Building on Blakely Street,

Dunmore was dedicated. This building provides space for ninety clients to receive day services. In 2011, another adult day services program was opened in Luzerne County. This rented space provides services for thirty clients.

In 2014, St. Joseph Center opened the Trinity Child Care Center licensed by the Pennsylvania Department of Health as a Prescribed Pediatric Extended Care Center. Trinity provides a day care option to children, infant through 21, whose complex medical needs require nursing services when not in the care of family. To be eligible, parents must be working full-time or enrolled in school.

[Outpatient Therapy Services](#)

Physical, occupational, speech, music, aquatic and recreational therapy services are provided to the children and adults who reside in St. Joseph's Center's residential programs. All these programs are centered in the Harry and Jeanette Weinberg Therapy Building. Additionally, this department is licensed as an Outpatient Therapy Department to which many doctors in the area refer patients.

[Maternity and Family Services](#)

St. Joseph's was initially founded to assist women and children in the community who had no supports. The placement of children in homes for the purpose of legal adoption has been a service since St. Joseph's opened. In 1939, the Commonwealth of Pennsylvania authorized St. Joseph's as a child-placement agency.

The Maternity and Family Services Department continues to give care to children whose parents are receiving services to assist in planning for their babies. As of 1980, this care is given in foster homes, established through St. Joseph's Center.

Other ministries developed through St. Joseph's Center's Maternity and Family Services Department: the Infant Adoption Program, Walsh Manor (maternity shelter), Mother Infant Program and an extensive Baby Pantry.

St. Joseph's Center's Maternity Home and Shelter Care Program was originally housed within the main building on the Scranton campus. The expectant women lived in the Center as well as gave birth to their babies there. In 1975, the services of labor and delivery were discontinued in the Center and the women went to area hospitals to have their babies. In 1986, the shelter services relocated to a home in Carbondale, and in 1990, a modular home was erected on the Scranton campus and the shelter moved into this home. A few years later a home was purchased in a Scranton neighborhood and the shelter moved into this home, where it remains today.

St. Joseph's Center's Maternity and Family Services Department became a contract provider to the Pennsylvania Statewide Adoption Network in 1993. Families interested in adopting a child with special needs are provided with training, matched with children seeking a permanent home and family, and are provided with follow-up supports.

The Mother Infant Home was dedicated and formally opened in October 2004. This program provides transitional housing and support services to single mothers and their infant child by offering them a safe, nurturing environment with caring and supportive staff.

Physical Plant Changes and Expansions

Throughout the years, several buildings were erected at the Adams Avenue main campus, renovated for other uses, and in some cases, demolished to make way for new program needs. Currently, the buildings identified as St. Joseph's Center main campus are: the ICF/ID Center, ICF/ID apartments, the Feeney Adult Day Program Building and the Harry and Jeanette Weinberg Therapy Building. This new facility centralizes all of St. Joseph's therapy services. Central to the building is its therapeutic pool containing water heated to 90 degrees. The pool features a hydraulic floor that is capable of being lowered to a depth of six feet or raised to floor level.

Saint Joseph's Center Auxiliary

It was a group of eight lay women, who back in 1888, adopted the name of St. Joseph's Society for the Prevention of Cruelty to Children and Aged Persons who were the initial founders of what is now St. Joseph's Center. After the Sisters, Servants of the Immaculate Heart of Mary assumed responsibility for the operation of the services, the women remained faithful to the mission and continued to be a part of St. Joseph's. The major role they fulfilled was to assist St. Joseph's in meeting its financial obligations. The first fund raising event, a charity ball, was held March 31, 1902.

This fundraising event began the tradition that has sustained St. Joseph's Center throughout the years – the tradition of community support for those cared for by St. Joseph's Center. The charity ball was a huge financial success and became the forerunner of the current Summer Festival, held annually since 1961. Throughout the years this support has never wavered. In September 1955, the auxiliary was formally

organized for the purpose of promoting and advancing the welfare of St. Joseph's Center. In 2004, approval was awarded to change St. Joseph's Center Auxiliary to a Pennsylvania non-profit corporation.

Saint Joseph's Center Foundation

St. Joseph's Center Foundation was incorporated by the Sisters, Servants of the Immaculate Heart of Mary on September 13, 1984 as a separate entity to foster increased awareness and charitable giving for St. Joseph's Center. St. Joseph's Center Foundation is guided by its own Board of Directors in cooperation with the Board of Directors of St. Joseph's Center.

The Foundation is attentive to the needs related to fund development and investments, thus allowing St. Joseph's Center's Board of Directors to devote their full attention to issues pertaining to current programs, the development of new services, the physical plant and capital expansion.

Officially St. Joseph's Center Foundation is a non-stock, not-for-profit Corporation chartered by the state and recognized by the Internal Revenue Service as both a tax-exempt and a public charity organization. The public charity feature allows donors to receive a tax deduction for their gifts. Funds from the Foundation are transferred to St. Joseph's Center to support capital and on-going needs when requested by St. Joseph's Center's Board of Directors.

St. Joseph's Center is blessed to receive charitable support from individuals, families, organizations and businesses throughout our community. Charitable giving includes monetary donations, proceeds from fundraisers, grants and the coordination or collection of other items useful for the residents and clients of St. Joseph's Center.

Philosophy and Objective

In carrying out the mission and specific programs of St. Joseph's Center, it is vital that all affiliated with St. Joseph's Center understand and commit to a common philosophy, core values and ethical standards which have characterized this ministry for more than 125 years. St. Joseph's Center is committed to providing joyful, loving care to all whom it serves with intellectual, physical and/or developmental disabilities and those parents and families seeking assistance through our maternity and adoption programs provided in St. Joseph's Center facilities or in the community.



Our core values are **Care, Concern, Compassion, and Commitment**. These values invite all to approach their specific duties in a conscientious manner, mindful of how we treat one another, with the highest regard for the dignity and well-being of all and with dedication. With these values, we are certain to fulfill our mission to provide opportunities for each to develop abilities and potential to the fullest extent possible.

As a charitable, non-profit organization, we rely on the generosity and contributions of others to support our work. All goods and property are carefully treated and maintained with respect. Resources are dedicated to ensure compliance with regulatory requirements. Continuous effort is made to monitor

quality and effectiveness of each program.

Whenever possible, services are customized to meet the specific needs of an individual, are goal oriented and offered in a safe and secure environment. At St. Joseph's Center, the philosophy of Person-Centered Care is based on the following understanding of RESPECT:

R - Respect for Each Person

E - Everyone Matters

S - Safe, Nurturing Environment

P - Personalized Support and Care

E - Engaging and Meaningful Experiences

C - Consistency and Good Communication

T - Together We Do More

St. Joseph's Center adheres to the teachings of the Roman Catholic Church and the values of the Christian tradition. This includes the acknowledgement that all life is sacred and a gift from God.

Code of Ethics

Throughout its history, the mission of St. Joseph's Center has been to provide joyful, loving service rooted in Christian values of care, concern, compassion and commitment.

This Code of Ethics formally identifies the standards of behavior St. Joseph's Center expects of its employees, volunteers and strategic associates (any person/agency/company with whom St. Joseph's has a contractual agreement) in the provision of all services. Any failure to adhere to these guidelines may result in disciplinary action, up to and including termination of employment.

Founded upon integrity and competence, all employees of St. Joseph's Center must embrace and embody these standards and apply them to every aspect of their role(s) with St. Joseph's Center:

In my role at St. Joseph's Center, I recognize that each person has a unique personality, preferences, needs and gifts. This recognition allows me to commit to person-centered care as a best practice at St. Joseph's Center.

In my role at St. Joseph's Center, I recognize that I share in the responsibility for supporting the emotional, physical, financial, and personal well-being of the individuals receiving our services.

In my role at St. Joseph's Center, I support the Mission of assisting individuals to reach their God-given potential. I also commit to foster a spirit of partnership with the individuals served, other professionals and the greater community.

In my role at St. Joseph's Center, I will safeguard and respect the confidentiality and privacy of the individuals receiving our services.

In my role at St. Joseph's Center, I will affirm the human rights and civil rights and promote justice, fairness and equity for the individuals receiving services, and for my co-workers.

In my role at St. Joseph's Center, I value each individual's human dignity and will honor his/her choices, preferences and rights. I will interact with the individuals we serve and my co-workers in a manner that is respectful of culture, religion, ethnicity, and other distinguishing features.

In my role at St. Joseph's Center, I will support the right of individuals to develop/maintain meaningful relationships with family and friends because I recognize the importance of building and sustaining relationships.

In my role at St. Joseph's Center, I will work in partnership with others to support individuals to lead self-directed lives, recognizing that each person has potential for lifelong learning.

In my role at St. Joseph's Center, I will support individuals in speaking for themselves, represent the best interest of those who cannot speak for themselves and advocate for policies that promote justice and inclusion for people with disabilities.

In my role at St. Joseph's Center, I will comply with all federal, state, and local laws as well as all applicable clinical and business policies and procedures.

In my role at St. Joseph's Center, I will uphold the values of the Catholic Church.

In my role at St. Joseph's Center, I will accept the professional responsibility to maintain up-to-date knowledge of current trends and concepts and to utilize this knowledge as a mechanism for self-evaluation and change.

*Adapted from Direct Support Professional Alliance of NY State

Conflict of Interest

St. Joseph's Center expects its employees to adhere to the highest ethical standards of conduct. Employees are expected to devote their best efforts to the interests of the organization. The organization recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to our business. However, business dealings that create or appear to create a conflict between the interests of St. Joseph's Center and the interests of the employee are unacceptable. The purpose of this policy is to protect both the employees and St. Joseph's Center from the adverse consequences that may arise when an employee represents St. Joseph's Center in circumstances where an actual or potential conflict of interest may arise.

A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (i.e., spouse or significant other, children, parents, siblings) as a result of St. Joseph's Center's business dealings. In such a case, the employee must disclose all material facts of the actual or perceived conflict of interest so that St. Joseph's

may be fully informed and may be in a position to assess the circumstances and prevent potential conflicts of interest from arising.

All employees who, in the course of their employment with St. Joseph's Center, represent St. Joseph's Center in any business transaction with a third party must be very diligent in determining whether any actual or potential conflict exists. If such an actual or potential conflict of interest exists from their representation of St. Joseph's Center, the employee must immediately report the matter to their supervisor in writing. The report must contain all the material facts of the transaction and all of the facts which have led the employee to believe that an actual or potential conflict of interest may exist. The supervisor must then report the matter in writing to St. Joseph's CEO for a decision.

Employees should not hesitate to contact the Human Resources Department if questions arise about a conflict of interest.

Any violation of this policy will result in immediate and appropriate discipline, up to and including immediate termination.

Employee Relations

What You Can Expect from St. Joseph's Center

St. Joseph's Center strives to:

- Select people on the basis of skill, training, ability, attitude and character without discrimination with regard to race, creed, color, religion, sex, national origin, ancestry, age, physical or mental disability or any other characteristic protected by law.
- Review wage rates, employee benefits and working conditions periodically with the objective of providing competitive terms and conditions of employment.
- Assure employees, after talking with their supervisor, an opportunity to discuss any problem.
- Promptly and fairly address any concerns which may arise in the everyday conduct of our business.
- Treat all employees with courtesy and consideration. Maintain mutual respect in our working relationships.
- Provide a physical work environment that is functional, orderly and safe. Promote employees on the basis of their ability and merit.
- Promote or fill vacancies from within St. Joseph's Center whenever practical.
- Keep all employees informed, to the extent possible, of the company's overall goals and objectives.
- Do all these things in a spirit of friendliness and cooperation so that St. Joseph's Center will continue to be known as "a great place to work!"

What St. Joseph's Center Expects from You

We expect our employees to:

- Know your job duties and how to complete them safely, properly, promptly and pleasantly.
- Cooperate with management and your colleagues and maintain a good team attitude. How you interact with other employees and those whom we serve, and how you accept direction affects the success of your department. In turn, the performance of one department can impact the all services offered by St. Joseph's Center. Consequently, whatever your position, you have an important

assignment: perform every task to the very best of your ability. The result will be better performance for St. Joseph's Center overall and personal satisfaction for you.

- Grasp opportunities for personal development that are offered to you. This manual offers insight on how you can positively perform to the best of your ability to meet and exceed St. Joseph's Center's expectations.
- Respectfully voice your opinions and contribute your suggestions to improve the quality of the services St. Joseph's Center provides. We believe in direct access to management, and are dedicated to making St. Joseph's Center an organization where you can approach your supervisor, or any member of management, to discuss any problem or question. Please openly and respectfully communicate with each other and with management.
- Help create the healthy, pleasant and safe working conditions that St. Joseph's Center intends for you. Your dignity and that of fellow employees, as well as that of our residents and visitors, is important.

Equal Employment Opportunity Policy

St. Joseph's Center provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty, status as a covered veteran, or any other characteristic protected by law. We also comply with applicable state and local laws governing nondiscrimination in employment in every location in which the organization has facilities. This policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

Any employee who believes they may have been discriminated against should immediately report the situation to the Human Resources Department. For more information, please see the [Policy Against Unlawful Discrimination and Harassment](#).

At-Will Employment

Your employment with St. Joseph's Center is voluntary and is subject to termination by you or St. Joseph's Center at any time, with or without cause, and with or without notice. Nothing in these policies shall be interpreted to conflict with or to eliminate or modify in any way the employment-at-will status of St. Joseph's Center's employees. This policy may not be modified by any officer or employee and shall not be modified in any publication or document, with one exception: a written employment agreement approved at the discretion of the President/CEO or the Board of Directors, whichever is applicable. These personnel policies are not intended to be or create a contract of employment or a legal document.

Employee Selection Process

Selection of candidates for all positions will follow St. Joseph's Center's Equal Employment Opportunity Policy. Only the Human Resources Department is authorized to place ads, respond to inquiries from employment agencies and post job postings on St. Joseph's Center's bulletin boards.

Job-related duties and qualifications will provide the basis for initial screening of applications. All applications and resumes received for any open position will be forwarded to the Human Resources Department. The Human Resources Department will conduct the initial interview and the hiring supervisor will conduct the second interview with the participation of Human Resources from time to time.

The Human Resources Department will verify the information provided by the applicant during the application and hiring process as well as contacting applicant references.

After candidate interviews, verification of applicant-provided information and reference inquiries, a determination will be made as to whether an offer of employment will be extended to the applicant. If so, the Human Resources Department will do so.

Every candidate to whom a job offer is extended must verify his/her identity and eligibility to work in the United States within three business days of accepting employment.

If a candidate is not selected for this position, his/her application and/or resume will remain active for a period of thirty (30) calendar days.

Employment Eligibility Verification

The Immigration Reform and Control Act of 1986 prohibits employers from discriminating against any individual on the basis of nationality and/or citizenship while requiring that all employees in the United States are legally authorized to work. On or before the first day of work, St. Joseph's Center has the obligation to confirm a new employee's identity and eligibility to work in the United States. This requires that the employee complete the appropriate section on the Form I-9, and produce acceptable documentation to St. Joseph's Center for personal examination within three days (examples are listed on the Form I-9 instructions). All documentation produced and examined by St. Joseph's Center will be photocopied and maintained in a secure location with the employee's Form I-9. If the employee fails to present appropriate documentation establishing identity and eligibility to work in the United States, St. Joseph's Center will have no choice but to terminate the employee.



The Director of Human Resources should be immediately notified and provided with proper documentation of any change in eligibility status.

Internal Transfer/Promotions





Employee Initiated Transfer/Promotions

St. Joseph's Center encourages employees to apply for higher level positions ("promotions") or lateral transfers ("transfer") for which they are qualified. Toward this end, St. Joseph's Center has an internal job posting program that offers employees the opportunity to apply for certain positions within the organization.

Employees will be eligible to apply for promotion if:

-  The employee has a good performance, attendance and punctuality record; and
-  The employee has no disciplinary actions within the last six (6) months.

Employees will be eligible to apply for transfer if:

-  The employee has completed at least one year of employment with the organization;
-  The employee has completed at least six months of service in his/her current position;
-  The employee has a good performance, attendance and punctuality record; and
-  The employee has no disciplinary actions within the last six months.

All qualified employees applying for a promotion or a transfer will be considered. Transfers are judged on a case-by-case basis, which includes considering the needs of both departments involved.

Employees who wish to apply for a promotion or transfer must complete an application for the posted position which can be found in the Career Opportunities page of UKG. Employees should provide all pertinent information to support their application, since those chosen to be interviewed will be those with the educational background and experience most closely matching the job requirements. If available, a copy of a current resume may be attached. Employees must inform their current supervisor they applied for the position.

If an internal candidate is selected by the hiring supervisor for the position, the Human Resources Department will communicate the details of the offer to the employee. An employee who has been selected for the position may be retained in his/her former position until a replacement is obtained or satisfactory arrangements are made with both departments involved (generally a minimum of a two-week period). An employee selected for transfer or promotion will experience an introductory period of 90 days in the new position. During this time the supervisor will arrange for training for the employee for the new position. This introductory period is designed for the supervisor to evaluate the employee's suitability for the new position, and will not affect the employee's benefits eligibility, length of service and/or full or part-time status.

St. Joseph's Center Initiated Transfer/Promotion

St. Joseph's Center reserves the right to promote and/or laterally transfer any employee of St. Joseph's Center to a new/different position at its discretion. Transfers may be initiated by St. Joseph's Center for reasons of business necessity to include but not limited to: temporary workload imbalances, the desire or need for new or broader experience, the desire to better utilize skills, accommodation for health problems, organizational restructuring, disciplinary matters and/or termination alternatives, and reductions in staff.

Job Descriptions

Job descriptions are available in the Human Resources Department for all positions in the organization.

Job descriptions are considered when determining employee selection, job requirements, performance appraisals, organizational structure and to inform decisions as to base position compensation. The Human Resources Department reviews job descriptions periodically and welcomes supervisor input at any time.

New Hire

The Human Resources Department will assist new employees in completing all pre-employment forms, benefit applications and enrollment forms. During the orientation and onboarding process, new employees are provided general information on pay and leave policies, benefits and working hours.

Rehire

St. Joseph's Center may consider a former employee for re-employment, depending on the circumstances of the original separation. An applicant for re-hire must have voluntarily resigned their former position with St. Joseph's Center "in good standing," which means that the former employee (1) provided two weeks advance written notice of separation, (2) returned all St. Joseph's Center property prior to his or her last day of employment, and (3) successfully completed an exit interview with the Human Resources Department. Individuals who are re-hired by St. Joseph's Center after a prior resignation in good standing will be assigned a new anniversary date corresponding to their first day on the job in connection with re-employment. In other words, no seniority is given to re-hires for any purpose.

Employment Date

The employment date is the date you begin to work for St. Joseph's Center for pay. Your employment date is used to compute various benefits described in this manual.

Your Personnel Record

The task of handling personnel records and related personnel administration functions at St. Joseph's Center has been assigned to the Human Resources Department. Questions regarding insurance, wages and interpretation of policies should be presented to this department.

Keeping your personal record up-to-date is important. If you have a change in any of the following, you must notify your supervisor or the Human Resources Department as soon as possible:

- Name
- Home address, email and telephone number (including cell number) Emergency contact
- Number of dependents (if you participate in the group health plan) Change of beneficiary
- Driving record or status of driver's license Exemptions on your W-4 form
- Bank account information (if you elected direct deposit)

An employee can request, in writing, to review his or her personnel file in the presence of a Human Resources Department representative. Employees will not be permitted to make photocopies or take photographs of any documents in a personnel file. No employee may bring a cell phone, camera or other device into the room while reviewing their personnel file; however, an employee may make notes of information contained in his/her personnel file. If an employee disagrees with any information in the personnel file, he/she may submit written comments to be attached to the personnel file.

Personnel files are only available to appropriate St. Joseph's Center personnel on a business related, need to know basis unless St. Joseph's Center is legally required to release them or if an employee signs an authorization to release them for a particular purpose.

When requested by a prospective employer, St. Joseph's Center will limit release of information concerning the terms and conditions of employment of any former employee to dates of employment, position held, duties/responsibilities, salary at the time of termination and reason for the termination.

Mistreatment And Abuse of Individuals Receiving Services

Acts of abuse, neglect and mistreatment against individuals receiving services is absolutely prohibited. Such acts are cause for disciplinary action or termination, and possible criminal prosecution.

The term "Abuse" includes the infliction of injury, unreasonable confinement, intimidation, punishment, mental anguish, sexual abuse or exploitation of another. Abuse is further defined by the Department of Public Welfare's Office of Developmental Programs as:

- **Neglect** – The failure to obtain and/or provide the needed services and supports defined as necessary in the individual's plan or otherwise required by law or regulation. This includes the failure to provide needed care, such as shelter, food, clothing, attention and supervision, including leaving individuals unattended, personal hygiene, medical care, protection from health and safety hazards, and other basic treatment and necessities needed for the development of physical, intellectual and emotional capacity and well-being. This includes acts that are intentional or unintentional regardless of obvious occurrence of harm.
- **Physical Abuse** – An intentional physical act by an individual, staff or other person which causes or may cause physical injury to an individual, such as striking or kicking, applying noxious or potentially harmful substances or conditions to an individual. This also includes the improper or unauthorized use of a restraint.
- **Psychological Abuse** – Acts, other than verbal, which may inflict emotional harm, invoke fear and/or humiliate, intimidate, degrade or demean an individual.
- **Sexual Abuse** – Acts or attempted acts such as rape, incest, sexual molestation, sexual exploitation or sexual harassment and inappropriate or unwanted touching of an individual by another. Sexual contact between a staff person and in individual is abuse. Any sexual exposure of a staff person to an individual is also considered abusive.
- **Verbal Abuse** – Verbalizations which inflict or may inflict emotional harm, invoke fear and/or humiliate, intimidate, degrade or demean an individual.

For purposes of this manual, all the above definitions and types of abuse are collectively referred to as "abuse."

NOTE: The taking of cell phone/digital/film pictures of an individual receiving services in a demeaning/humiliating/undignified situation is expressly prohibited by this agency and is also considered Abuse. Should an employee take such pictures, he/she will be reported to law enforcement officials and may face discipline, up to and including termination of employment.

An employee witnessing or having knowledge of an act of Abuse or having reasonable cause to suspect that an act of Abuse has taken place MUST report the circumstances as required by the respective laws in Pennsylvania relating to Abuse: the Child Protective Services Law (Act 151), the Adult Protective Services Law (Act 70) and the Older Adult Protective Services Law (Act 13).

Pursuant to the Child Protective Service Law, individuals who are “mandated reporters” must participate in an approved training within the first 90 days of employment and every 5 years of employment at St. Joseph’s Center thereafter. If those mandated reporters suspect child abuse as defined in the law, **they must immediately report the abuse to ChildLine directly.** After contacting Childline directly to report the circumstances, the mandated reporter must immediately inform their supervisor of the incident. **Contact ChildLine at 800-932-0313.**

Before any person is permitted to have contact with individuals under the age of eighteen (18) through any of St. Joseph’s Center’s services, it is necessary that requests for clearance be mailed to ChildLine, the Pennsylvania State Police, and (when applicable) the Federal Bureau of Investigation. Until these approved clearances are received, the employee is considered a provisional hire and must sign an Employee Disclosure Statement and work within eyesight of a regular employee at all times. If completed clearances are not received in the Human Resources Department within 30 days of the date of hire, the employee must be suspended without pay until the clearance is received. The introductory period will be extended by the length of any such suspension.

Employment may be terminated if the employee is named as the perpetrator of a founded report of child abuse, the perpetrator of an indicated report of child abuse, or convicted of a crime as outlined in the Disclosure Statement.

St. Joseph’s complies with regulations within various programs that may require a higher standard than those outlined here. Copies of the clearances will be provided to employees who reimburse St. Joseph’s Center for the cost of the clearances.

The Adult Protective Services Law covers recipients of services between the ages of 19 and 59. An employee witnessing or having knowledge of an act of abuse against any such person **must immediately report this action to his/her supervisor.** After consultation with the supervisor and administration, St. Joseph’s Center may call the Protective Services Supervisor.

The Older Adult Protective Services Law (Act 13) mandates that an employee or Administrator of a facility, who has reasonable cause to believe that a recipient of service who is 60 years of age or older, and is a victim of suspected abuse, must verbally notify the local Area Agency on Aging (“AAA”). Any St. Joseph’s Center employee may request to have his/her supervisor or St. Joseph’s Center’s Administrator make a report to the AAA. Within 48 hours of the verbal report, the employee or designee must follow up with a written report to the AAA.

Failure to report suspected Abuse, including late reporting, will be grounds for discipline, up to and including immediate termination of employment.

Any employee suspected of abuse will immediately be placed on unpaid administrative leave pending the outcome of an investigation. Should the investigation reveal that no abuse

occurred, the employee shall be paid for unpaid back wages for the days he or she would have otherwise been placed on the regular schedule and worked for St. Joseph’s Center.

For any questions on reporting obligations, please contact the Administrator of Operations at (570) 963-1290 ext. 400.

St. Joseph's Center will not tolerate retaliation of any kind toward an employee who reported abuse in good faith. Please see St. Joseph's Center's [Whistleblower Policy](#) for more information.

Confidential Information

It is the policy of St. Joseph's Center to respect the privacy of each person to the extent permitted by law and to hold in confidence information obtained in the course of service provided by St. Joseph's Center. As such, and excepting only conduct that qualifies as protected, concerted activity under the National Labor Relations Act, employees may not disclose, divulge or make accessible confidential information belonging to or obtained through their affiliation with St. Joseph's Center, including but not limited to information pertaining to individuals we serve and their families, to any person (including relatives, friends, and business and professional associates) other than to persons who have a legitimate need for such information and to whom St. Joseph's Center has authorized disclosure. The employee's obligations of confidentiality survive termination of employment.

Employees are also prohibited from accessing files, databases and other company resources which they do not have authorization to access.

Employees should exercise sound judgment to avoid inadvertent unauthorized or improper disclosures of confidential information in public places, such as restaurants, elevators, and public transportation.

Any employee who violates this policy will be subject to disciplinary action, up to and including termination of employment. Violations may also result in legal action.

Additional information concerning St. Joseph's Center's Statement on Confidentiality, Guidelines for St. Joseph's Center employees regarding Communication with Families, and the Guidelines for Implementation of this policy are available for staff. (Contact your supervisor for the location of this information.)

Americans With Disabilities Act

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Act Amendments Act, known as the (ADAAA), are federal laws that prohibit employers with 15 or more employees from discriminating against qualified individuals with disabilities. It is our policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

If you are (or if you become) a "qualified individual with a disability" under the ADA (as amended) or Pennsylvania Human Relations Act (PHRA), St. Joseph's Center will make a reasonable accommodation(s) to enable you to perform the essential functions of your job so long as providing the accommodation(s) does not create an undue hardship for St. Joseph's. Any employee who may need a reasonable accommodation should contact Human Resources. As required by law, requests for accommodations are evaluated on a case-by-case basis. Upon receipt of an accommodation, a member of the Human Resources Department and your supervisor will meet with you to discuss and identify the precise limitations resulting from the disability and potential accommodations that St. Joseph's Center might make to enable you to perform the essential functions of your job.

Reporting Suspected Unlawful Discrimination or Harassment

If you believe you or someone else at, in or with St. Joseph's Center has been unlawfully discriminated against, harassed by or retaliated against by any officer, manager, supervisor, co-worker, agent or even a non-employee with regard to any term or condition of employment in violation of our policy, you should report your concerns immediately to your supervisor (if comfortable) and/or the Director of Human Resources. St. Joseph's Center has created an Employee Complaint/Incident Form which may be used for this purpose.

At that time, St. Joseph's Center:

- will conduct a prompt, thorough and impartial investigation;
- disclose allegations only to the extent necessary to conduct the investigation and/or take corrective action;
- may temporarily transfer or suspend, with or without pay, any employee involved in the allegations pending conclusion of the investigation;
- will take corrective action with respect to any employee or non-employee whom St. Joseph's Center believes has engaged in unlawful discrimination, harassment or retaliation and/or inappropriate behavior inconsistent with this policy (even if not unlawful), including discipline, up to and including termination of the employment or other relationship.

St. Joseph's Center neither engages in nor tolerates unlawful retaliation of any kind against an employee who - in good faith - raises a concern about unlawful discrimination, harassment or retaliation, or who serves as a witness or otherwise participates in the investigatory process. If you feel that you have been retaliated against, you are to notify your supervisor or the Director of Human Resources immediately.

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Corrective action may include, for example, training, referral to counseling and/or disciplinary action up to and including suspension without pay and termination of employment, as St. Joseph's Center deems appropriate under the circumstances.

False and malicious complaints of harassment, discrimination or retaliation (as opposed to complaints which, even if erroneous, are made in good faith) will be subject to appropriate disciplinary action.

Drug And Alcohol Policy

St. Joseph's Center is committed to protecting the safety, health and well-being of all employees and other individuals in our workplace. We recognize that alcohol and drug abuse pose a significant threat to our goals. We have established a drug free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

St. Joseph's Center encourages employees to voluntarily seek help with drug and alcohol problems. Any individual who conducts business for the organization, is applying for a position or is conducting business on the organization's property is covered by our drug free workplace policy. Our policy applies to all supervisors, employees, off-site employees, contractors/vendors, volunteers and interns.

It is a violation of our drug and alcohol policy to manufacture, distribute, dispense, possess or use any illegal drug, alcohol or controlled substance while on St. Joseph's Center premises or while on St. Joseph's Center business.

Any employee who is convicted of or pleads guilty or nolo contendere to any crime involving drugs must notify the organization in writing within five calendar days of the conviction or plea.

No Expectation of Privacy

Entering upon St. Joseph's Center's property constitutes consent to reasonable searches and inspections; employees should not entertain any expectations of privacy when on company grounds or while using company property.

If an individual is suspected of violating this policy, he or she may be asked to submit to a search or inspection – including testing - at any time. All testing will be conducted according to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines where applicable and will include a screening test; a confirmation test; review by a Medical Review Officer, including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody. All drug-testing documentation will be maintained in a separate secure file.

Drugs and alcohol tests will be administered under the following conditions:

- when there is reason to suspect an employee may be impaired on the job (i.e., reasonable suspicion);
- after any workplace accident or incident resulting in personal injury or injury to property;
- post-offer, pre-employment of a candidate for employment;
- and upon random selection.

Failure or refusal to test, adulterating or diluting the specimen, substituting the specimen with that from another person or sending an imposter to test in your place, or otherwise refusing to cooperate in the testing process in such a way that prevents accurate completion of the test will result in revocation of the job offer or immediate termination of employment if already employed.

All other violations of this policy will be subject to disciplinary action up to and including termination of employment, and may include required participation in and successful completion of rehabilitation. Any employee who tests positive will be immediately removed from duty and referred to a substance abuse professional for assessment and recommendations. In such instances, the employee will be provided with EAP services and must agree to comply with and successfully complete the EAP Work Compliance Plan. An employee who fails to successfully complete the EAP Work Compliance Plan and/or violates this policy more than once will be terminated from employment. Nothing in this policy or during any EAP Work Compliance Plan prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

Tobacco Use Policy

No use of tobacco products, including cigarettes, smokeless tobacco, and electronic cigarettes is permitted within the facilities of Saint Joseph's Center at any time. "Facilities" means the organization's facilities "curb to curb", including offices, grounds, adjacent sidewalks, parking lots/ramps, and company-owned vehicles. There will be no tobacco use in personal vehicles when transporting persons on authorized organization business.

Smoking or tobacco use shall be permitted only in designated smoking areas. The designated smoking areas will be determined by the manager or location supervisor. All material used for smoking in designated smoking areas, including cigarette butts and matches, will be extinguished and disposed of using appropriate containers. Improper disposal of cigarettes and smoking materials can cause fires. Supervisors will ensure periodic cleanup of the designated smoking area.

To mitigate the harmful effects of secondhand smoke, smokers are directed to refrain from smoking near open windows, doorways or open-air spaces shared by others.

To mitigate the harmful effects of thirdhand smoke, staff are required to wash hands upon return to work after smoking. Staff must also be mindful of odors and harms that linger on clothing and one's breath which may negatively impact clients and co-workers.

Breaks

Supervisors will discuss the issue of smoking breaks with staff. Together they will develop effective solutions that do not interfere with the productivity of the staff.

Physical Examinations

Once an offer of employment has been made, a pre-employment physical, which includes a drug screen (per our Drug and Alcohol policy) and Mantoux test must be completed and results confirmed before an individual can work at St. Joseph's Center. These tests are to be conducted by physicians chosen by St. Joseph's Center. Failure to take or pass these tests will result in revocation of the job offer.

By regulations, various programs and departments require physicals annually or every two years. Physicals must be done by physicians chosen by St. Joseph's Center. Failure to have the physical done on a timely basis will result in an unpaid suspension of up to five days. If the physical has not been completed in this time, the employee will be terminated.

If a concern arises due to the inability to meet the physical requirements of the position, an employee will be retested to ensure that they can meet the requirements and safely perform the functions of the job.

Employment physicals are the property of St. Joseph's Center. Copies of the physicals will be provided to employees who reimburse St. Joseph's Center for the cost of the physical.





Attendance

From time to time, it may be necessary for you to be absent from work. St. Joseph's Center is aware that emergencies, illnesses or pressing personal business that cannot be scheduled outside your work hours may arise.

Every employment position is important at St. Joseph's Center and requires regular attendance. When an employee cannot report for scheduled work for any reason, the employee must give proper notice of absence to allow proper coverage of the work assignment. Please refer to your department specific guidelines for call off requirements.

Some illustrative examples of attendance issues that may result in disciplinary action are: reporting to work later than the scheduled start time, calling off after the start of the scheduled work shift, calling off for scheduled shift without proper notice, leaving work before your scheduled shift ends, taking extended breaks or lunches, and not reporting to work for an entire work shift. This list is not exhaustive. Excessive absenteeism, tardiness or failure to report an absence properly will result in disciplinary action up to and including termination of employment.

Subject to protected leave and accommodation exceptions, same-day call-offs will not be permitted, and will be disciplined as follows:

-  1st written warning upon the third same-day call off in a year
-  2nd written warning at the fifth same-day call off in a year
-  3rd written warning at the sixth same-day call off in a year
-  Termination at the seventh same day call off in a year

Each January 1, the number of same-day call-offs for disciplinary written warning purposes will reset to zero. This practice can be waived (altered) when continuing patterns or a history of same day call-offs exceeding six in any year is documented in the employee record. In such cases, the disciplinary procedure will not be reset to zero and the next same day call off will constitute grounds for termination.

Subject to protected leave exceptions, an employee who calls off without proper notice will not be entitled to use PTO time to cover the absence.

Consecutive call offs for the same reason count as one incident.

The corrective action steps taken and documented will become part of the employee's personnel record.

Any employee who does not call off and does not report to work (no call, no show) will receive a final written warning for the first such absence. The second no call, no show will be considered job abandonment and result in the employee's immediate separation from employment.

If you are absent from work for three consecutive days, you must bring a physician's note releasing you to return to work and to perform your job duties. That note must be given to the Human Resources Department.

In order to provide the best service, employees are required to report to work at their scheduled start time and place and remain until the end of their scheduled shift (absent approved breaks). An employee will not be permitted to extend his/her work shift or work through scheduled breaks except in emergencies and with the advance approval of his/her supervisor when possible.

Standards of Employee Conduct

St. Joseph's Center expects its employees to conduct themselves in a professional manner at all times and in accordance with our Core Values, philosophy of Person-Centered Care and the Code of Ethics. All of us work

best when we are working together and following the same standards of conduct. On those occasions where employees fail to meet expectations of performance or conduct, corrective action may result.

Corrective action, otherwise known as disciplinary action, may involve any one or more of four general types of actions, although St. Joseph's Center may take actions other than those listed here should it determine in its sole discretion that circumstances warrant. Typical corrective actions include verbal counseling, written warning (and final written warning), suspension with or without pay, and termination of employment. The level of corrective action imposed will depend on the severity of the conduct at issue, and St. Joseph's Center will also consider the number of occurrences of discipline or corrective action the employee has been issued. St. Joseph's Center does not employ a rigid progressive approach to discipline; rather, depending on the circumstances, termination may be imposed as the first level of discipline.

For all corrective action notices other than a termination notice, you will be required to sign the notice acknowledging that you received the notice (not necessarily that you agree with its contents) and that you understand the steps needed to improve the conduct at issue to meet St. Joseph's Center's expectations. On the corrective action notice, you will have an opportunity to write your response, where you may either agree or disagree with the corrective action and the facts and circumstances leading up to its issuance. These documents will be placed in your personnel file.

Examples of Unacceptable Conduct:

- Smoking in prohibited areas.
- Unsatisfactory or careless work; failure to meet quality standards as explained by your supervisor; mistakes due to carelessness or failure to get necessary instructions.
- Excessive use of the company's telephones/internet for personal calls/personal use.
- Failure to record work starting and ending times accurately.
- Failure to report to work and failure to report off from work.
- Working overtime without prior approval from supervisor.
- Failure to immediately report damage to, or an accident involving, equipment.
- Soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee on premises.
- Talking or texting on your cell phone during working hours for non-related business.
- Failure to maintain a neat and clean appearance in terms of the standards established by your supervisor; any departure from accepted conventional modes of dress or personal grooming; wearing improper or unsafe clothing. An employee may be sent home to change.
- Engaging in activities that create an unsafe workplace.
- Engaging in gossip, whether as the one spreading rumors or continuing them.
- Failure to report to the supervisor any injury to yourself on the day of such injury.
- Sleeping on the job.
- Leaving your work assignment during working hours without the permission of your direct supervisor.
- Possession, distribution, sale, transfer or use of alcohol or illegal drugs in the workplace during working hours.
- Working under the influence of alcohol and/or drugs.
- Unauthorized disclosure of confidential information.

- Insubordination (including refusal to obey orders or failure to follow instructions).
- Possession of firearms and/or prohibited weapons, explosives and dangerous chemicals on premises.
- Engaging in the transmission of inappropriate emails.
- Abusive treatment or neglect of resident.
- Any act of harassment, sexual, racial or other. Refusal or neglect to perform assigned duties.
- Dishonesty.
- Unprofessional conduct.
- Fighting or threatening violence in the workplace.
- Appropriation, destruction or defacement of property.
- Violation of fire, safety and security regulations.
- Theft or unauthorized use or removal from premises of any property belonging to St. Joseph's Center or another employee.
- Falsifying any portion of your employment application or any other documents.
- Having unauthorized visits to the work site.
- Falsifying your employee timesheet. Immoral conduct or indecency on property.
- Violation of the [conflict-of-interest policy](#).
- Failure to have a physical conducted on a timely basis as determined by program and/or department.
- Obscene or abusive language towards any director, supervisor, employee or resident; indifference or rudeness towards a client or fellow employee; any disorderly/antagonistic conduct on premises.

Separation From Employment

Employment with the company may be separated by one of the following actions:

- **Resignation:** voluntary termination by the employee
 - **Resignation in good standing:** voluntary termination by the employee with at least two weeks advance written notice, returns all company property and engages in cooperative exit interview
- **Termination:** involuntary termination by the company for any or no reason at any time with or without notice
- **Layoff:** termination due to the reduction or restructuring of the work force

Resignation in good standing: an employee is not required to, but is requested to give at least two (2) weeks' advance written notice of resignation to enable St. Joseph's Center to secure a replacement. St. Joseph's Center may accept any such notice and separate the employee immediately. Additionally, employees must return all company property and engage in a cooperative exit interview in order to qualify for resignation in good standing. Employees who complete all three conditions precedent are considered to have resigned in good standing, and are eligible for re-hire.

Layoff: Circumstances beyond the control of St. Joseph's Center, such as physical and natural disasters or significant reduction in funding, may cause an interruption, reduction, or termination of services offered by St. Joseph's Center. In this case, St. Joseph's Center would need to act to adjust the work force accordingly. If layoffs of full and/or part-time employees are necessary, the following factors shall be considered to determine which employee(s) shall be laid off: program needs, employee experience, skills and qualifications, and, when all other factors are equal, seniority by years of service to St. Joseph's Center. Employees being

laid off will, for a period of six months, be advised of any other open positions in the various programs and departments of St. Joseph's for which they may apply.

Only employees who resign in good standing or who are laid off through no fault of their own shall receive a pay-out of all accrued but unused paid time off upon separation from employment; accrued but unused PTO shall not be paid out under any other circumstances.

On the final day of employment, departing employees must return all keys, identification badges and other property of St. Joseph's Center to the department supervisor.

Employees are responsible for all items issued to them or in their possession or control, including, but not limited to, the following: equipment, identification badge, keys, manual, protective equipment, etc. Employees must immediately return all property that is in their possession or control upon request or in the event of termination to their supervisor.

An employee's final paycheck will be mailed to his/her home at the address we have on file. The final paycheck shall include all wages due to the employee.

Vehicle Safety

Some of the services offered by St. Joseph's Center require employees to provide transportation for program participants. Transportation can be either in a St. Joseph's Center owned vehicle or in an employee's personal vehicle, i.e., employees providing Home and Community Habilitation services. Additionally, there are also employees who drive St. Joseph's Center owned vehicles as part of their job responsibilities. Employees should have no expectation of privacy in the vehicles they drive when used for work purposes, even if driving their personal vehicle.

In an effort to protect the safety and welfare of all involved, St. Joseph's Center employs the following procedures:

Post-Offer Screening: Motor Vehicle Report

St. Joseph's Center will obtain a Motor Vehicle Report from the State Department of Transportation from which new employees hold a driver's license. The job offer will be revoked if the candidate was cited with (or, in the case of subparagraphs 8. and 9. convicted of):

1. Three or more moving violations in the past three (3) years.
2. More than two (2) accidents in the past three (3) years.
3. More than one (1) ticket in the past three (3) years for driving over eighty (80) miles per hour regardless of posted speed limit or for driving more than twenty-one (21) miles per hour over the posted speed limit.
4. Operating a motor vehicle during a time of suspension or revocation in the past three (3) years.
5. Operating a motor vehicle without a license in the past three (3) years.
6. Driving under the influence of alcohol or drugs in the past three (3) years.
7. Careless or Reckless driving in the past three (3) years.
8. A conviction, at any time, of negligent homicide arising out of the use of a motor vehicle.
9. A conviction, at any time, of aggravated assault with a motor vehicle.

Current Employees

Employees who drive St. Joseph's Center vehicles and those employees who transport clients in their own vehicles must possess and show evidence of a current, valid Driver's License and show evidence of valid insurance coverage.

Employees of St. Joseph's Center have a responsibility to report any changes in his/her driving status, traffic infractions, accidents and any changes in automobile insurance to their supervisor.

Drivers will abide by St. Joseph's Center Campus posted traffic signage while on the property.

Drivers will comply with all state and federal regulations under which they may operate St. Joseph's Center vehicles and/or personal vehicles while providing services.

Drivers will maintain vehicle records as required by St. Joseph's Center, local, state and federal regulations.

Drivers and passengers will wear seat belts at all times.

Drivers are to use safe practices to avoid distracted driving, i.e., no use of cell phones, no eating or drinking St. Joseph's Center vehicles while working.

Drivers will have no more passengers in vehicles than the seating provided.

Drivers and passengers will conduct themselves in a professional manner as representatives of St. Joseph's Center.

Drivers may be requested to demonstrate his/her skills, knowledge, abilities and qualifications through various training programs.

Drivers will do visual observation (inspections) of the vehicles pre- and post-use and report any inconsistencies or concerns to their supervisor.

St. Joseph's Center will randomly request Motor Vehicle Reports (MVRs) for those employees who transport clients (either in their personal vehicle or a St. Joseph's Center vehicle) or who drive St. Joseph's Center vehicles as part of their job responsibilities. An employee's continued employment will be examined depending on the results found on this report.

The following criteria are used to measure driver performance based on accident/violation information obtained from MVRs and accident files. A driver is unacceptable if the driver's accident/violation history in the past three (3) years shows:

- Three (3) or more moving violations More than two (2) accidents
- More than one (1) ticket for speeding over eighty (80) miles per hour or twenty- one (21) miles per hour over the posted speed limit
- Operating a motor vehicle during a time of suspension or revocation Operating a motor vehicle without a license
- Driving under the influence of alcohol or drugs Charge of careless driving
- A conviction, at any time, of negligent homicide arising out of the use of a motor vehicle
- A conviction, at any time, of aggravated assault with a motor vehicle

Any combination of preventable accidents and moving violation convictions which total three (3) may constitute an employee as an unacceptable driver.

Motor Vehicle Accidents

Whenever there is a motor vehicle accident when you are driving a St. Joseph's Center vehicle, the operator will be required to submit to a drug and alcohol screen. The employee's supervisor will arrange for the drug screen and will accompany the employee to the facility.

In each of St. Joseph's Center owned vehicles there is posted a copy of Procedures in the Event of a Motor Vehicle Accident, and employees are expected to follow these procedures. Failure to do so may result in disciplinary action.

Termination of Employment

An employee may be terminated if any of the following conditions exist:

- A moving violation given to an operator while he/she is driving an St. Joseph's Center vehicle or driving any vehicle in the course and scope of working for St. Joseph's Center will result in disciplinary action, up to and including termination. An accident while driving a St. Joseph's Center vehicle or driving any vehicle in the course and scope of working for St. Joseph's Center that resulted in a positive drug or alcohol screen.
- An accident while driving a St. Joseph's Center vehicle or driving any vehicle in the course and scope of working for St. Joseph's Center that the Administration of St. Joseph's has deemed to be a risk to the safety and welfare of the client(s).
- Any employee found to be driving a St. Joseph's Center vehicle or driving any vehicle in the course and scope of working for St. Joseph's Center without a valid driver's license will result in disciplinary action, up to and including termination. Any violation of the Vehicle Safety Policy.

Federal Grants

No employee, officer or agent of St. Joseph's Center shall participate in the selection or awarding of any contract supported by federal funds in cases where a conflict of interest might arise. A conflict of interest could involve cases where an employee, officer or agent, a member of his/her family, his/her partner, or an organization which employs or is about to employ any of these parties has a financial or any other interest in the firm selected. Furthermore, employees, officers and agents of St. Joseph's Center may not solicit, give nor accept gratuities, favors or anything of monetary value from contractors nor from subcontractors. Any violations by said parties will result in disciplinary action.

Whistleblower Policy

Saint Joseph's Center (SJC) is committed to facilitating open and honest communications relevant to its governance, finances, and compliance with all applicable laws and regulations. SJC requires directors, other volunteers and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. Employees and representatives of the organization must practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations.

The Whistleblower Policy (“the Policy”) reflects the practices and principles of behavior that support this commitment. It is important that SJC be apprised about unlawful or improper workplace behavior including, but not limited to, any of the following conduct hereafter referred to as “Wrongdoing”:

Theft

financial reporting which is fraudulent, intentionally misleading or negligent in any manner;

improper or undocumented financial transactions;

forgery or alteration of documents;

unauthorized alteration or manipulation of computer files;

improper destruction of records;

improper use of SJC assets, including, but not limited to its funds, supplies, intellectual property and other assets;

improper access and or use of confidential donor information;

authorizing or receiving compensation for goods not received or services not performed;

violations of any SJC policy;

any other improper occurrence regarding cash, financial procedures, or reporting;

any abuse of or discrimination against a SJC employee, client, vendor or person connected with a SJC employee;

any failure by SJC to provide reasonable accommodation for disability or religious belief;

harassment;

unethical behavior or practices;

negligence of duty;

endangering the health or safety of another person;

violating a law or regulation;

We request the assistance of every director, employee or volunteer who has a reasonable belief or suspicion about any Wrongdoing. SJC values this input and people should feel free to raise issues of concern, in good faith, without any fear of retaliation. Directors, employees and volunteers will not be disciplined, demoted, lose their jobs, or be retaliated against for asking questions or voicing concerns about Wrongdoing. While SJC has separate policies which cover harassment and employment discrimination, this Whistleblower Policy applies to these situations to encourage the reporting of such wrongful actions against SJC’s interest.

SJC will investigate any possible Wrongdoing by management, staff, or volunteers and will take appropriate action against anyone found to have engaged in Wrongdoing. The action may include disciplinary action by SJC, or civil or criminal prosecution when warranted.

Therefore, all members of SJC staff, directors and other volunteers are encouraged to report possible fraudulent, abusive, discriminatory, or dishonest conduct (i.e., to act as a “whistleblower”), pursuant to the procedures set forth below.

Reporting Responsibility:

Each director, employee and volunteer of SJC is encouraged to report immediately upon discovery and in accordance with this Whistleblower Policy, any Wrongdoing or suspected Wrongdoing (hereinafter collectively referred to as “Concerns”).

Compliance Director:

All reported Concerns will be forwarded to the Compliance Director who is the Administrator of Operations of St. Joseph’s Center. This will be done in accordance with the procedures set forth herein. The Compliance Director shall be responsible for investigating and making appropriate recommendations to Administration and, where appropriate, to the Board of Directors, with respect to all reported Concerns. The Compliance Director will also acknowledge receipt of the reported wrongdoing by giving written notice to the whistleblower within five (5) business days. Directors, employees and volunteers are neither authorized nor allowed to conduct investigations. Directors, employees and volunteers are not authorized to conduct nor allowed to investigate Concerns.

No Retaliation:

This Whistleblower Policy is intended to encourage and enable directors, employees and volunteers to raise Concerns within the Organization for investigation and appropriate action. With this goal in mind, no director, employee nor volunteer who, in good faith, reports a Concern shall be subject to retaliation or, in the case of an employee, adverse employment consequences. Moreover, a volunteer or employee who retaliates against someone who has reported a Concern in good faith is subject to disciplinary action, up to and including dismissal from the volunteer position or termination of employment.

Reporting

Employees & Volunteers:

Employees and volunteers should first discuss their Concern with their supervisor. If, for any reason, the employee or volunteer is not comfortable approaching the supervisor or is not satisfied with the supervisor’s response, the employee may go directly to the Compliance Director.

The report, if given to the supervisor, is to be given immediately to the Compliance Director who has specific responsibility to investigate all Concerns of employees and volunteers and report the findings to the President of St. Joseph's Center. Concerns may also be submitted anonymously to the Compliance Director. It should be noted that anonymous reporting may complicate or hinder a thorough investigation of the Concern.

Any Concern reported verbally will, with the help of the Compliance Director, be reduced to writing immediately as a first step in the investigation.

Members of the Board of Directors:

Board Members who may have Concerns should put them in writing and mail or deliver them to the Director of Compliance or the Chair of the Ethics Committee of the Board. The Director of Compliance or the Chair of the Ethics Committee will immediately notify the President of St. Joseph's Center regarding the specific Concern. All Concerns will be investigated promptly and appropriate corrective action will be recommended to the Administrative Team of St. Joseph's Center, or where appropriate, to the Ethics Committee of the Board of Directors. The action taken must be reported to the whistleblower in each case where that person has identified himself/herself.

Financial Concerns

If a financial concern was reported verbally to the President/CEO, the reporting individual, with assistance from the President, shall reduce the Concern to writing. The President is required to promptly report the Concern to the President of the Board of Directors and the Chair of the Finance Committee. The Finance Committee has specific responsibility to investigate all financial Concerns. If the President/CEO, for any reason, does not promptly forward the Concern to the appropriate people, the reporting individual should report the Concern directly to the Chair of the Finance Committee and the Chair of the Board of Directors. Contact information for these persons may be obtained from the Director of Compliance or from the St. Joseph's Center website (www.stjosepscenter.org). Concerns may also be submitted anonymously. Such anonymous Financial Concerns should be in writing and sent directly to the President/CEO. It should be noted that anonymous claims may limit the quality and thoroughness of an investigation.

Acting in Good Faith

Anyone reporting a Concern must act in good faith and have reasonable grounds for believing that the information disclosed constitutes Wrongdoing. The act of making allegations that prove to be unsubstantiated, and that prove to have been made maliciously, recklessly, or with the foreknowledge that the allegations are false, will be viewed as a serious disciplinary offense and may result in discipline, up to and including dismissal from the volunteer position or termination of employment. Such conduct may also give rise to other actions, including civil lawsuits.

Whistleblower Protection:

- SJC will use its best efforts to protect whistleblowers against retaliation. All complaints by whistleblowers will be handled with sensitivity, discretion and confidentiality to the extent allowed by the circumstances and the law. Generally, this practice means that whistleblower Concerns will only be shared with those who have a need to know in order to conduct an effective investigation.

- A whistleblower shall not be subject to retaliation. No punishment for reporting Concerns will be allowed, even if the claims are unfounded; a reasonable belief or suspicion that Wrongdoing has occurred is enough to create a protected status for the whistleblower. No action can be taken against the whistleblower with the intent or effect of adversely affecting the terms or conditions of the whistleblower’s employment, including but not limited to, threats of physical harm, loss of job, punitive work assignments, or impact on salary or wages. Whistleblowers who believe that they have been retaliated against may file a written complaint with the Compliance Director. Any complaint of retaliation will be promptly investigated and appropriate corrective measures taken if allegations of retaliation are substantiated. This protection from retaliation does not prohibit managers or supervisors from taking action, including disciplinary action, in the usual scope of their duties and based on valid performance-related factors.

Current Contact Information:

Compliance Director

Andy Hurchick
Phone: 570-963-1290

President/CEO

Sister Maryalice Jacquinot, IHM
Phone: 570-963-1290

President, Board of Directors

Holly Carron
Phone: 570-446-8466

Ethics Committee Chairperson

Sr. Cathy Luxner, IHM
Phone: 570-961-4703

Finance Committee Chairperson

George Kelly
Phone: 570-862-4884

Additional Board Contacts can be found at stjosephscenter.org or by calling the Compliance Director or the President of St Joseph’s Center.

Fraud And Abuse

St. Joseph’s Center’s policy to provide education concerning false claims liability, anti-retaliation protections for reporting wrongdoing and detecting and preventing fraud, waste, and abuse.

The purpose of this policy is to abide by the requirements of Section 6032 of the Deficit Reduction Act of 2005 to implement and enforce St. Joseph’s Center policies and procedures to detect and prevent fraud, waste and abuse with respect to payments to St. Joseph’s Center from federal or state healthcare programs and to provide protections for those who report actual or suspected wrongdoing.

This policy applies to all employees, management, contractors and agents of St. Joseph’s Center, and shall be distributed to all employees, current and new board members/trustees, vendors, independent contractors and agents of St. Joseph’s Center.

This policy includes the following information related to applicable fraud and abuse laws, the rights of employees to be protected as whistleblowers and St. Joseph’s Center’s policies and procedures for detecting and preventing fraud, waste and abuse:

- St. Joseph’s Center’s existing policies and procedures for preventing and detecting fraud, waste and abuse.
- St. Joseph’s Center’s prohibitions against retaliation and whistleblower rights and protections.

St. Joseph's Center's Policies and Procedures for Detecting and Preventing Fraud, Waste and Abuse

St. Joseph's Center is committed to ethical behavior and full compliance with all laws and regulations that apply to our business and expects that its employees will do everything they can to prevent and detect false claims, potentially fraudulent behavior and abuse.

Policies and procedures have been established to detect and prevent fraud, waste and abuse at St. Joseph's Center. St. Joseph's Center employees, vendors and contractors are encouraged to report in good faith any suspected violations of St. Joseph's Center policies, violations of Federal or State laws and regulations including but not limited to, fraud, waste and abuse. These compliance efforts, plans, policies and procedures include, but are not limited to, the following:

All employees must conduct themselves in an ethical and legal manner, including the maintenance of accurate records related to their business activities.

All employees are responsible for reporting potential or suspected incidents of fraud and abuse and other wrongdoing directly to their supervisor and/or administrative management.

St. Joseph's Center will ensure that all new employees are made aware of St. Joseph's Center policies for detecting fraud, abuse and waste and that at least annually, St. Joseph's Center will provide training on the subject to all employees.

All employees with knowledge of potential fraud and abuse situations must report them through any of the following methods:

- Notifying their direct supervisor;
- Notifying any supervisor, department director or member of the Administrative team; Contacting the Compliance Officer (Administrator of Operations);
- Only if circumstances make it inappropriate to contact the management listed above; then contacting the Chair of the Ethics Committee of the Board of Directors.

Anyone receiving a report of potential fraud should immediately inform the Compliance Officer who will analyze the report and when necessary, conduct an "initial inquiry" for the sole purpose of determining whether there is sufficient information to support further investigation.

If, during the initial analysis or inquiry, the CO determines that there is an allegation or evidence of a violation of law or regulation, legal counsel should be consulted on what further investigative steps would be appropriate, and whether the investigation should be conducted by or at the direction of legal counsel. It is the responsibility of legal counsel to direct or conduct fraud and abuse investigations.

When legal counsel assumes responsibility for an investigation of alleged violation(s) of this policy, it will be to evaluate the facts to determine if credible evidence exists to indicate that a violation of criminal, civil or administrative law has occurred. It will also be the responsibility of legal counsel to notify senior management of the organization of the results of its investigation and to provide a written report on the investigation.

To the extent practical and allowed by law, St. Joseph's Center will maintain the confidentiality or anonymity of an employee when requested.

St. Joseph's Center will fully cooperate with Federal and State agencies conducting investigations of fraud and abuse.

St. Joseph's Center will take appropriate disciplinary and enforcement action (including but not limited to corrective action plans, employment termination or contract termination) against employees, vendors, consultants and others found to have committed fraud and abuse violations.

Retaliation or retribution for reporting issues "in good faith" is prohibited as more fully described and discussed in St. Joseph's Center's [Whistleblower Policy](#).

Nepotism And Workplace Relationships

While St. Joseph's Center permits the hiring and employment of people who are members of the same family, live in the same household or have a personal relationship with another employee, Director or Committee member, sometimes the nature of the relationship can disrupt the workplace and lead to complaints of favoritism, conflicts of interest and negatively impact employee morale. It is our goal to eliminate even the appearance of favoritism, conflicts or workplace disruptions by implementing this policy.

The potential for conflict of interest exists equally in family relationships as in other types of personal relationships involving other than familial relationships. St. Joseph's Center views such conflicts of interest as seriously as it does those involving family members or blood relatives. The following list contains examples of the types of relationships covered by this Policy as a "familial or other personal relationship," but it is not possible to identify the nature of every relationship intended to be covered by this Policy (i.e., this list is not intended to be exhaustive): spouse, parent, child, step-child, guardian, ward, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, in-laws, significant other, partner, persons engaged in a romantic and/or intimate relationship, and persons living together in the same household (excluding those living as members of a religious community). For the purposes of this policy, "a familial or other personal relationship" should be interpreted very broadly.

A candidate for employment who enjoys a familial or other personal relationship with a current employee, Director or Committee member will only be considered for employment if he or she:

- will not be working directly for or supervising the current employee;
- will not occupy a position in the same line of reporting/supervisory authority;
- and will not present concerns of favoritism or conflict of interest generally.

Additionally, to avoid a conflict of interest or an appearance of conflict of interest, no current employees enjoying a familial or other personal relationship may:

- supervise, evaluate, audit or review an employee with whom they have a familial or other personal relationship; or
- initiate or participate in, directly or indirectly, decisions involving a direct benefit to an employee with whom they have a familial or other personal relationship, such as to hire or rehire, promote, increase salary, make work assignments or determine working conditions.

This policy will also be considered when assigning shifts, tasks or departments, and transferring or promoting an employee. In addition, no employee relationship covered by this policy shall be permitted where prohibited by law or applicable rule or regulation.

Employees who become engaged in a familial or other personal relationship covered by this policy may continue employment as long as it does not violate any of the above restrictions or otherwise disrupt the workplace in any manner.

Should relationships covered by this policy be identified for any candidate being considered for employment or current employees, or when any such relationship is established after employment, the individuals involved must immediately inform the Director of Human Resources of the circumstances. Although St. Joseph's Center will not permit any familial or other personal relationship among its employees to adversely impact or disrupt the workplace or create an actual or perceived conflict of interest, St. Joseph's Center values its employees, and will consider reasonable options to eliminate the conflict when possible, such as realigning supervisory reporting obligations or changing employee shifts, for example. If no solution is feasible in the discretion of St. Joseph's Center, the employment of one involved employee may be terminated. Employees who fail to disclose personal relationships covered by this policy will be subject to disciplinary action, up to and including termination of employment.

St. Joseph's Center reserves the right to exercise appropriate managerial judgment to take such actions as may be necessary to achieve this intent of this policy. This policy does not apply to "persons who enjoy a familial or other personal relationship" who are already employed by St. Joseph's Center as of the effective date of this policy. This waiver, however, may not be used as a basis for further exceptions subsequent to the effective date of the policy.

Employment Classifications

All of St. Joseph's Center's employees are assigned a specific classification of either exempt or non-exempt for purposes of applicable wage and hour laws. St. Joseph's Center evaluates each position and identifies it as either exempt or non-exempt in its sole discretion and in accordance with applicable laws.

Non-Exempt Employee

A non-exempt employee is subject to the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA) and applicable state laws. Non-exempt employees may be paid on a salary or hourly basis, but in all instances are eligible for overtime pay. This means that non-exempt employees will be paid overtime (equal to one and one-half times their regular hourly rate) for all hours worked over 40 in a workweek.

Exempt Employee

An exempt employee is not eligible for overtime pay for hours worked over 40 in a workweek. Exempt employees include those employees whose work are categorized as administrative, executive or professional under the FLSA, or otherwise meets the requirements for an overtime exemption under wage and hour laws.

St. Joseph's Center employs people in a variety of job categories. These categories determine which, if any, employment benefits apply to any specific position.

Introductory Employee

An introductory employee is every new employee, whether full-time or part-time, who has not successfully completed the introductory period. While the "introductory period" is typically the first 90 days of employment, the introductory period may be extended at the discretion of St. Joseph's Center. The introductory period is an opportunity for St. Joseph's Center to observe and evaluate whether the introductory employee is a good fit for St. Joseph's Center, and vice versa. Satisfactory completion of the

introductory period does not alter the employment at-will relationship in any way. Introductory employees are entitled to employment benefits as summarized in this manual during the introductory period regardless of the duration of the introductory period, except that eligible employees (i.e., regular full-time employees and regular part-time employees who are regularly scheduled to work and do work 30 or more hours per workweek) shall be entitled to health benefits as of the first day of the month following 60 days of employment, even if the introductory period has been extended by St. Joseph's Center.

Regular Full-Time Employee

A regular full-time employee is an individual who has successfully progressed past the 90 day introductory period, and who is (1) regularly scheduled to work and regularly works at least 37 1/2 hours each work week, or (2) is regularly scheduled to work and regularly works at least 75 hours per biweekly pay period. Regular full-time employees are eligible for all employee benefits, which are summarized in this manual.

Regular Part-Time Employee

A regular part-time employee is an individual who has successfully progressed past the introductory period, and is regularly scheduled to work, and regularly works fewer than 37 ½ hours per workweek. Regular part-time employees are not eligible for employee benefits as summarized in this Handbook, with two exceptions: (i) a part-time employee who consistently works at least 30 hours per week as averaged over a one-year period is eligible for health benefits pursuant to federal law; and (ii) a regular part-time employee may be eligible to participate in the group 401(k) retirement plan.

Per Diem, As-Needed Employee

A per diem, as-needed employee (not a regular part-time employee) is an individual who is hired to perform a specific project, or is scheduled to work during holidays or vacation periods, or to provide services to St. Joseph's Center as needed. Per diem employees are not guaranteed any minimum hours of work and are not benefits eligible, unless provided otherwise by law. In order to remain on the per diem call list, per diem employees must work at least one shift per pay period; otherwise, the per diem employee will be considered to have voluntarily resigned due to lack of availability.

Temporary Employee

A temporary employee is one who is hired to cover temporary vacancies of various durations and to provide supplemental staffing. A temporary employee may subsequently be hired on a regular full-time or a regular part-time basis, and will typically not work as a temporary employee for longer than seven months, absent unusual circumstances. Specific administrative approval must be obtained if such circumstances occur to warrant extension beyond the seven-month period. Temporary employees are not benefits eligible except as provided otherwise by law.

Regular full-time, part-time, temporary, and per diem employees are expected to work the number of days required by St. Joseph's Center including weekends and holidays if necessary. Changes in classification will naturally affect the benefits to which an employee is entitled.

Hours Of Work and Overtime

All employees are required to clock-in on the time and attendance system for all hours worked. Any hourly employee who works overtime hours will be paid at the appropriate overtime rate. Overtime pay is calculated at a rate of one- and one-half times the employee's regular straight time rate, for all hours worked in excess

of 40 hours in any given workweek. An employee must receive prior approval before working through an unpaid break or working hours beyond their scheduled shift. Any employee who works additional unscheduled hours without prior approval by the department supervisor will be paid the hours worked but will also be disciplined, up to and including termination of employment.

Even with prior approval, St. Joseph's Center caps the additional shifts an employee may work beyond their normal schedule to 2 extra shifts per week or 4 shifts per pay period for a maximum of 32 additional hours per biweekly pay period, absent unusually dire or emergency circumstances.

The trading of shifts between employees or other work time adjustments is not permitted without prior written approval of the supervisor.

Paid Leave, such as holiday, paid time off, bereavement and jury duty, does not apply when calculating hours worked for overtime purposes.

Pay Day, Pay Period, and the Time and Attendance System

St. Joseph's Center payroll system operates on a biweekly basis with every other Friday being considered payday. If payday falls on a holiday, every effort will be made to issue checks on

the preceding Thursday. Direct deposit of your paycheck is available on an optional basis. Please contact the Human Resources Department for details.

The bi-weekly pay period begins on Sunday at 7:00 a.m. and ends 14 days later on Sunday at 6:59 a.m. Pay Day is the first Friday following the end of the pay period.

Employees must use the time and attendance system (MITC) to clock in and out each day worked. The time and attendance system should also be used by employees to request time off for PTO, holidays, bereavement days, and time off for jury duty. It is the employee's responsibility to check the time and attendance system at the end of each shift and again at the end of each pay period to ensure all punches have been accurately recorded and time off requests have been submitted correctly. Any corrections must be entered in MITC as a request to change/correct as soon as discovered by the employee and no later than by midnight of the first day following the pay period. After that date, all requests for change/correction need to be directed to the supervisor in writing. The supervisor will then approve or disapprove the written request and inform the employee in writing. The supervisor will provide a copy of the request to Human Resources and this will be placed in the employee's personnel file. By entering your time in MITC you are certifying that all time entered is accurate and that you have entered all time you worked during the pay period.

Community Support Services employees are required to use the telephone component of the time and attendance system (MITC) to clock in and out when they begin and finish working with each client. Just as with all of St. Joseph's Center employees, it is the responsibility of the Community Support Service employee to ensure all daily punches are correct prior to the end of the pay period. By entering your time in MITC you are certifying that all time entered is accurate and that you have entered all time you worked during the pay period.

Managers/Supervisors are responsible for approving the employee time cards generated by the time and attendance system. By approving the time cards, the manager/supervisor is attesting that for each employee both worked hours and paid time off are correct and complete for the pay period.

Payroll Deductions

Mandatory:

St. Joseph's Center is required by law to make certain deductions from your paycheck.

Among these are your federal, state and local income taxes, your contributions to social security required by law as well as any employee deductions required by a court order. These deductions will be itemized on your check stub. The amount of the deductions may depend on your earnings and on the information you furnish on your W-4 form regarding the number of dependents/exemptions you claim.

Every employee must complete and sign a Federal Withholding Allowance Certificate, IRS Form W-4, on or before his/her first day of work. This form must be completed in accordance with federal regulations. The employee may complete a new W-4 Form at any time when his/her circumstances change voluntarily.

Voluntary:

Other optional deductions include the portion of group health insurance not paid by the company, which is deducted from each payroll check. Other voluntary contributions, such as credit union and 401K, are also deducted each pay period. St. Joseph's Center also offers other voluntary benefits. These are subject to change each year.

Benefit Policies

Each year St. Joseph's Center will review the benefits program and make any changes as needed. During the open enrollment period each year, the employee will be advised of any changes that are being made to the plans, changes in employee contribution or the addition or elimination of plans.

Benefits

This portion of the Employee Handbook contains a very general description of the benefits to which you may be entitled as an employee of St. Joseph's Center. This general description is not intended to, and does not, provide you with all the details of these benefits. Therefore, this manual does not replace, change or otherwise interpret the terms of the official plan documents. The official plan documents are available in the Human Resources Department. Your specific rights to benefits under each benefit plan and the conditions to be satisfied for eligibility for participation/coverage is governed solely, and in every respect, by the eligibility requirements and other terms, conditions and restrictions in the plan documents and insurance contracts, and not by the information in this manual. To the extent that any of the information contained in this manual is inconsistent with the official plan documents, the provisions of the official plan documents will govern in all cases as the "final word."

St. Joseph's Center reserves the right, in its sole and absolute discretion and without prior notice, to amend, modify or terminate, in whole or in part, any benefit plan and any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to retirees and their dependents. Further, St. Joseph's Center reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans.

Generally, only regular full-time employees and regular part-time employees who are regularly scheduled to work and do work at least 30 hours in a pay period are eligible for group health benefits, effective the first day of the month following 60 days of employment.

Part-time employees who are scheduled for and work fewer than 30 hours per week on average, temporary and per diem employees are not eligible for group health benefits.

If a part-time or per diem employee has worked 3 months and at least 240 hours prior to changing their status to full-time, the employee will be eligible for benefit coverage on the first of the month following the status change date.

Further information about benefit services may be obtained from the Human Resources Department.

Group Insurance

Several comprehensive health and life insurance programs are available for you and your dependents. We provide group insurance underwritten by an insurance carrier. After you have completed the eligibility requirements, you may choose to accept or refuse the insurance coverage.

The following benefits are provided, as defined in the literature provided by the insurance companies:

- Health care/hospitalization insurance/prescription coverage
- Dental care coverage
- Vision care coverage
- Group term life insurance
- Accidental death and dismemberment
- Short term disability
- Long term disability

If you choose insurance coverage, the insurance carriers provide booklets describing your benefits; a copy of this will be given to you when you join the program.

Health Insurance

St. Joseph's Center has taken the time to carefully review the coverage and plans available. We have selected the plans we feel provide the most competitive coverage for our employees at the most reasonable rates.

St. Joseph's Center offers a group health insurance plan to employees who are eligible for benefits. Human Resources will discuss the plans with the individual at the time of hire for a benefit eligible position. The employee is responsible for a portion of the cost of coverage, which is deducted from each paycheck.

Coverage is available to the employee, the employee's spouse and dependent children. Effective 7/1/11, dependent children up to the age of 26 are eligible to remain on their parent's health insurance plan.

In order for St. Joseph's to maintain appropriate coverage, the employee must notify the Human Resources Department within 30 days of the event of any change in marital status, the birth or death of a dependent, and a child turning age 26. For students over age 19, the employee may be required to submit written verification from the institute of higher learning.

When both a husband and wife are employed by St. Joseph's and both are eligible for benefits, only one may select the health insurance coverage. All employees who choose to enroll in the group health plan will share the cost of this insurance with St. Joseph's Center.

Health Insurance Buy Out

An employee who is eligible for benefits but has health insurance through another source can waive his/her health insurance with St. Joseph's Center and receive a monthly payment in lieu of coverage. A regular full-time employee will receive \$100.00 and a part-time with benefits employee will receive \$50.00 monthly by

providing proof of that coverage. This buy out option applies to only one spouse in instances where both a husband and wife are employed by St. Joseph's Center and each is eligible for benefits.

Dental Insurance

St. Joseph's Center provides a dental plan to eligible regular full-time employees, their spouse, and dependent children. Dependent children are able to remain on their parent's coverage until age 26. The employee is responsible for a portion of the cost of this coverage.

Vision Insurance

St. Joseph's Center provides a vision plan to eligible regular full-time employees, their spouse and dependent children. Coverage above the age of 19 is limited to full-time students up to age 23 or children with disabilities. The cost of this benefit is fully paid by St. Joseph's Center.

Life Insurance

A life insurance policy with a value of one times the base yearly salary is provided to eligible regular full-time employees, and, coverage at two times the base yearly salary is provided for department directors. This policy carries a double indemnity plan for accidental death. The cost of this benefit is fully paid by St. Joseph's Center.

Short Term Disability Insurance

This program entitles the regular full-time employee to 60% of the gross weekly base earnings for a period not to exceed 24 weeks beginning the first day of a non-job-related accident or on the 15th day of illness. The employee must use Paid Time Off during the 14-day waiting period, if available. This benefit is paid in full by St. Joseph's Center.

Long Term Disability Insurance

This program entitles the regular full-time employee to 60% of the gross weekly base earnings after short term disability has ended not to exceed 2 years. The cost of this benefit is fully paid by the employee.

Detailed information regarding the above plans may be obtained from the Human Resources Department.

COBRA

In the event an employee ceases to be employed as an employee of St. Joseph's Center, or if an employee ceases to be eligible for health insurance coverage for any reason, St. Joseph's Center will not continue to make payments towards the employee's health insurance premiums. Coverage ends the last day of the month in which that employee separates from employment or ceases to be eligible for group health insurance. Under the Consolidated Omnibus Budget Reconciliation Act (COBRA), employees, or their eligible dependents, may have the legal right to continue health insurance coverage for a limited period of time at their own expense. Employees should consult the Human Resources Department for more information.

Workers' Compensation

If an employee becomes injured on the job and loses work time and/or incurs medical expenses, compensation will be paid in accordance with the Pennsylvania Workers' Compensation Act. An employee must report all work-related accidents to the supervisor within 24 hours of the injury. The form entitled Employee Incident Report is completed for this purpose. Failure to supply information on job-related injuries or illnesses within 24 hours may jeopardize insurance coverage under worker's compensation.

Injured employees must be seen by a physician on the designated physician's list which is provided to and acknowledged by each employee and is posted in all departments and sites. Failure to use designated physicians will result in non-payment of medical bills for the period designated by the law. Employees are to keep in contact with their supervisor and the Human Resources Department regarding restrictions, therapy, or time off that is recommended by the physician. Compensation (weekly disability) is not payable for the first 7 days of disability unless the disability lasts 14 days or more. The employee will be eligible to use accrued paid time off days to cover this waiting period. Any individual, who submits, collects or attempts to submit a fraudulent workers' compensation claim will be prosecuted to the fullest extent of the law.

Unemployment compensation

Unemployment compensation provides temporary income for workers who have lost their jobs. To be eligible, you must have earned a certain amount and be willing, able and available to work. You apply for benefits through your local unemployment office. The Unemployment Compensation Center determines eligibility – not St. Joseph's Center.

Employee Assistance Program

When employees are dealing with troubling issues, their work suffers. In order to assist employees who may be dealing with personal problems, St. Joseph's has established an Employee Assistance Program (EAP) that is available to all employees and to their eligible family members. This is free, confidential help provided by professional counselors at ENI- Balance Work/Life Services. No one at St. Joseph's will be aware that you have used the service. For more information you can call the EAP at 1-800-327-2255.

Family and Medical Leave

Eligible employees may be entitled to unpaid family or medical leave pursuant to this policy, which is intended to confer benefits upon eligible employees pursuant to the Family and Medical Leave Act. Eligible employees are those (1) who have been employed by St. Joseph's Center for at least 12 months, (2) who have completed at least 1,250 hours of service during the 12 months immediately preceding the leave, and (3) who are assigned to a work site where 50 or more employees are employed by St. Joseph's Center within 75 miles.

Basic FMLA Entitlement

Eligible employees are entitled to a total of up to 12 weeks of unpaid, job-protected leave during any 12-month period for the following reasons:

- For incapacity due to pregnancy, prenatal medical care, or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

St. Joseph's Center will calculate the 12-month period by a fixed leave year based on the organizations fiscal year beginning on July 1 and ending on June 30.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of his/her job, or prevents a qualified family

member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition.

In cases where St. Joseph's Center employs both spouses, they are limited to a combined total of 12 weeks of FMLA leave because of the birth, adoption, or foster care placement of a child, or to care for a parent with a serious health condition. If the spouses both use a portion of the total 12-week FMLA leave entitlement for the birth of a child, for placement for adoption or foster care of a child, or to care for a parent, each spouse is entitled to the difference between the amount he/she has taken individually and 12 weeks for FMLA leave for other purposes.

FMLA Leave is an unpaid leave. Accrued vacation, sick, extended leave, and personal time can be used to supplement income or pay benefits while on leave. After all accrued vacation, sick, extended leave, and personal time is exhausted, any remaining FMLA leave is unpaid. Employees absent from work and receiving short-term disability or workers' compensation benefits also are required to use FMLA leave concurrently. When using paid leave during FMLA leave, employees must comply with St. Joseph's Center's paid leave policies.

St. Joseph's Center maintains group health plan benefits for employees on FMLA leave on the same terms as would apply if the employee was on active duty. Employees are required to pay their premium co-payments while they are on FMLA leave. Any employee who fails to return to work upon completion of a FMLA leave will be required to reimburse St. Joseph's Center for all benefit premiums paid by St. Joseph's Center on the employee's behalf during such leave, unless the employee's failure to return is due to circumstances beyond the employee's control. The use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Except under certain specific circumstances, an employee returning from FMLA leave will be reinstated to the employee's former position or to a position with equivalent pay, benefits, and other employment terms and conditions. Highly salaried "key" employees may have limited reinstatement rights. Any "key" employee will be notified of their specific rights and obligations prior to beginning a FMLA leave.

FMLA leave can be taken all at once or, when medically necessary or for a qualifying exigency, on an intermittent or reduced leave schedule. Intermittent leave is leave taken in separate blocks of time for a single FMLA-qualifying reason. An FMLA-reduced leave schedule is a work schedule that reduces the employee's usual number of working hours per workday or workweek. Employees will be informed whether they are eligible for intermittent leave or a reduced leave schedule when they apply for FMLA leave.

[Military Family Leave Entitlements](#)

Eligible employees with a spouse, son, daughter, or parent who is (1) a member of the regular component of the Armed Forces and deployed to a foreign country, or (2) a member of the National Guard or Reserves on active duty or called to active-duty status and deployed to a foreign country, may use their 12-week FMLA leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative child care, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is:

1. a current member of the Armed Forces (including a member of the National Guard or Reserves) who has a serious injury or illness incurred in the line of duty on active duty (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty) that may render the service member medically unfit to perform his/her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list; or
2. a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) who suffered a serious injury or illness while in the line of duty on active duty (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty) and that manifested itself before or after the member became a veteran for which the veteran is undergoing medical treatment, recuperation, or therapy, if the veteran was a member of the Armed Forces at any point during the five years prior to the medical treatment, recuperation, or therapy at issue.

If both spouses work for St. Joseph's Center, they are limited to a total of 26 weeks for service member family leave and all other FMLA-qualifying reasons in a single 12-month period.

FMLA Procedures

Employees must fully comply with St. Joseph's Center's normal leave policies and call-off procedures. Employees must provide 30-days advance notice of the need to take FMLA leave when the need is foreseeable. When the need for leave is not foreseeable, employees must provide notice as soon as possible. During leave, employees must keep St. Joseph's Center informed of the estimated duration of leave and their intended return to work date. Employees also must make reasonable efforts to work with St. Joseph's Center to schedule leave for planned medical treatments so as not to unduly disrupt St. Joseph's Center's business.

Employees requesting FMLA leave will receive a form to complete and submit. If FMLA leave is taken because of the employee's or his/her family members' serious health condition or for service member family leave, the employee will receive a Certification of Health Care Provider form to complete and submit before the leave begins or within 15 days if advance notice has not been provided. The employee must submit complete and sufficient medical certification within 15 days of the request for the leave, or the leave may be denied. If the medical certification is submitted timely but is incomplete, any deficiencies will be identified, and the employee will have seven days to correct the deficiencies. Leave may be denied if the employee does not correct the deficiencies within the seven days. Employees may be required to provide periodic recertification supporting the need for leave. St. Joseph's Center reserves the right to require second and third opinions at St. Joseph's Center's expense relating to a medical certification. Any employee returning to work from a personal medical leave will be required to submit a fitness-for-duty certification from his/her health care provider, stating that he/she is able to resume work.

An employee who requests FMLA leave because his/her spouse, parent, or child is called up for or is on active duty in the Armed Forces will receive an Active-Duty Certification form to complete and submit.

When leave is requested, eligible employees will receive a notice of their rights and responsibilities, and ineligible employees will be informed why they are not eligible for FMLA leave. After an employee submits the required forms, St. Joseph's Center will notify the employee if the leave will be designated as FMLA leave.

If so, the notice will include the amount of leave counted against the employee's FMLA leave entitlement. St. Joseph's Center will also notify an employee if the requested leave is not FMLA-protected.

An employee on leave is prohibited from engaging in other employment during the period of the leave of absence, unless the employee has received written authorization from St. Joseph's Center to engage in such employment. Any employee who commits fraud or makes a misrepresentation in connection with any requested or actual FMLA leave will be subject to disciplinary action, up to and including termination from employment.

The FMLA prohibits employers from interfering with, restraining, or denying the exercise of any right provided under the FMLA and from discharging or discriminating against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer for violations of the FMLA. Additional information regarding the FMLA may be obtained from the U.S. Department of Labor by calling 1-866-4US-WAGE. The FMLA does not affect any Federal or State law prohibiting discrimination or supersede any State or local law that provides greater family or medical leave rights.

This policy will be administered in a manner consistent with the terms of the Family and Medical Leave Act of 1993, as amended (the Act). St. Joseph's Center reserves the right to impose any conditions or limitations upon any leave of absence consistent with the provisions of the Act. Any questions concerning this policy may be directed to Human Resources.

Employees on Family Medical Leave are required to report to work on the date immediately following the expiration date of the leave, unless prior arrangements have been made with the Human Resources Department. The employee will be required to submit a fitness for duty note from their physician before returning to work. An employee who fails to return or contact the Human Resources Department prior to the expiration of Family and Medical Leave Act leave will be automatically terminated and will have no re-employment rights since he/she left without proper notice. St. Joseph's would appreciate if an employee who decides not to return following expiration of FMLA leave would give prompt notice to St. Joseph's Center of this decision in order for St. Joseph's Center to maintain proper staffing.

Extended Medical Leave

If an employee exhausts their time on FMLA, Extended Medical Leave could be granted based on a case by case basis. If granted, extended medical leave begins on the first day after Family Medical Leave is exhausted. Before an extended medical leave is granted, an employee must provide written documentation by their doctor stating the reasons for the extended medical leave. An employee will be responsible for the full cost of their insurance premiums under the COBRA law.

Personal Leave

An employee can apply for a personal leave for non-medical reasons or if they do not qualify for Family Medical Leave. A request for a personal leave must be submitted to the employee's immediate supervisor in writing and will then be submitted to the Director of Human Resources and the President for consideration. Personal leave is unpaid and caps out at 60 days. A personal leave must be approved by the President. While

on personal leave, an employee will be responsible for the full cost of their insurance premiums under the COBRA law.

Military Leave

St. Joseph's Center is committed to protecting the job rights of employees absent on military leave. This policy is intended to comply with the rights conferred upon employees by the Uniformed Services Employment and Re-employment Act and applicable Pennsylvania law.

Independent from the military leave entitlements under the FMLA, St. Joseph's Center will not discriminate or retaliate against any person because of past, current or future uniformed service obligations. Nor will St. Joseph's Center discriminate against any eligible employee who takes leave under this policy, or retaliate against anyone who protests any unlawful practice under state or federal military leave laws.

Employees are eligible for leave under this policy when they are absent from work due to service in any of the Armed Services, including Reserve units, the National Guard, or any other category of service designated by the President of the United States in time of war or emergency. For purposes of this policy, "service" includes active duty, active and inactive duty for training, full-time National Guard duty, and absence to take an examination to determine fitness for any of the foregoing type of duty. The cumulative length of an employee's military leave generally may not exceed five years unless one of the legal exceptions to the five-year limitation applies.

Employees are required to provide St. Joseph's Center with advance notice of their uniformed service obligations, unless giving advance notice is impossible, unreasonable, or precluded by military necessity. Notice may include copies of military orders, training notices or induction information, or other written or oral notice. Military Leave should be requested in writing and submitted with as much advance notice as possible. Thirty (30) days advance notification is expected for scheduled reserve summer duty. The advance notice requirement may be waived for employees called up for immediate active service.

Leave under this policy is unpaid, except as follows:

- An exempt employee absent for a part of a workweek due to uniformed service will be paid his/her salary for that entire workweek; however, St. Joseph's Center will credit the compensation received from the United States government for the workweek in question against the employee's salary for that workweek.
- As required by law, upon his/her request, an employee may use his/her credited vacation/personal days during military leave but will not be required to do so. As during any unpaid leave, the crediting of paid time off ceases.

Coverage for eligible employees and their dependents under St. Joseph's Center health insurance program in effect on the day before the military leave begins may be continued for an indefinite amount of time. For the first thirty days of service, St. Joseph's Center will extend to the employee all employee benefits that are in effect when the absence begins at no cost to the employee. After the first thirty (30) days of military absence, certain employee benefits may be continued at the employee's expense. Any employee who is preparing for a military leave is to notify St. Joseph's Center as soon as possible to discuss the handling of benefits during this time away from work.

An individual loses the protection of the military leave laws if he/she receives a dishonorable discharge or bad conduct discharge from the service; is discharged under other than honorable conditions as characterized in relevant government regulations; or is dismissed or dropped from the rolls by the government.

Procedures to Request Military Leave

Unless military necessity prevents it, or is otherwise impossible or unreasonable, an employee should provide St. Joseph's Center with notice of the need for leave as far in advance as is reasonable under the circumstances. At least thirty days written notice is preferred, but not required under the law or this policy if circumstances do not permit.

To request a temporary or extended military leave of absence, the employee should generally submit this request in writing including as much information as possible to the Human Resources Department. However, a written request is not required under the law or this policy.

Human Resources will review and authorize the request for leave of absence, collect any applicable insurance premiums from the employee, generate other applicable documents, and process accordingly.

Employees on temporary or extended military leave may, at their option, use any or all paid vacation or personal time during their absence.

Ordinarily, if an employee's uniformed service is less than 31 days, or is for the purpose of taking an examination to determine fitness for service, the employee must ordinarily report to

St. Joseph's Center for re-employment at the beginning of the first regularly scheduled workday after the employee returns home.

If the employee has been on active military duty for more than thirty (30) days and intends to return to work, he or she must make application for reemployment to Human Resources within 14 days after completion of service; if service was for more than 180 days, a 90-day re-application period applies. An employee whose military service was for more than 30 days must accompany a re-application with documentation (unless such documentation does not yet exist or is not readily available) showing the following: (i) the application for re-employment is timely (i.e. submitted within the required time period); (ii) the period of service has not exceeded five (5) years; and (iii) the employee received an honorable or general discharge.

An employee will be re-employed by St. Joseph's Center so long as he/she remains qualified for the position, and re-employment would not be impossible or unreasonable, or impose an undue hardship on St. Joseph's Center. If the employee is not qualified to perform the job's duties because of a service-related disability, he or she will be restored to a position he or she is qualified for, with like seniority, status, and pay, unless it is impossible or unreasonable for St. Joseph's Center to do so. The employee ordinarily will be re-employed in the position he/she would have attained if continuously employed, if the employee is qualified.

Employees who are re-employed following military leave will receive seniority and other benefits determined by seniority that the employee had at the beginning of the military leave, plus any additional seniority and benefits the employee would have attained, with reasonable certainty, had the individual remained continuously employed.

If the employee does not return to work, the supervisor must notify Human Resources so that appropriate action may be taken.

Please see Human Resources if you have any questions regarding military leave.

Paid Parental Leave

St. Joseph's Center will provide up to 6 weeks of paid parental leave to eligible employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable. This policy will be in effect for births and adoptions occurring on or after July 1, 2024 and prorated for employees currently on an approved leave for the birth or adoption as of July 1, 2024 who meet the eligibility requirements as defined below.

Eligibility

Eligible employees must meet all the following criteria:

- Have been employed with the Center for at least 12 months;
- Be a full-time, regular employee for at least 12 months prior to taking Paid Parental Leave; and
- Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave begins.

In addition, employees must meet one of the following Qualifying Events:

- Have given birth to a child;
- Be the spouse of a woman who has given birth to a child; or
- Have adopted a child who is age 17 or younger, or have a child, who is age 17 or younger, placed for adoption, pending final adoption approval. The adoption of a new spouse's child is excluded from this policy.

If both parents are employees of St. Joseph's Center at the time of a Qualifying Event and meet all other eligibility criteria, both parents are eligible for the Paid Parental Leave.

Amount, Time Frame and Duration of Paid Parental Leave

- Eligible employees will receive a maximum of 6 weeks of paid parental leave per Qualifying Event. A multiple birth or adoption (e.g., the birth of twins or adoption of siblings) does not increase the 6-week total amount of paid parental leave granted for such Qualifying Event. In addition, in no case will an employee receive more than 6 weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth or adoption event occurs within that 12-month time frame.
- Each week of paid parental leave shall be compensated at 60 percent of the employee's regular, straight-time weekly pay. Paid parental leave will be paid on a biweekly basis on regularly scheduled pay dates and will be subject to applicable payroll deductions.

- Approved paid parental leave may be taken at any time during the 6-month period immediately following the Qualifying Event. Paid parental leave may not be used or extended beyond this 6-month time frame.
- If both parents are employees of Saint Joseph’s Center, both employees may take paid parental leave, provided that the leave taken by each employee commences and is completed within 6 months of the Qualifying Event. Whether both parents may take their leaves simultaneously shall be decided by their Director(s) and Human Resources based upon the needs of the Department(s).
- Paid parental leave may be used intermittently but must be used in full-week increments. If used intermittently, leave must be prescheduled, and employees must obtain prior approval from their supervisor. Paid parental leave cannot be used for unscheduled absences (call-off, tardy, no show, etc.). Use of intermittent paid parental leave may be denied for legitimate operational reasons.
- Any paid parental leave not used within 6 months of the Qualifying Event shall be forfeited. Paid parental leave cannot be converted to other paid leave, cannot be saved for a future Qualifying Event, and is not payable to the employee upon separation from employment.

Coordination with Other Policies

- In the event of a female employee who has given birth, the 6 weeks of paid parental leave can be used in conjunction with, but not during the same week as, any short-term disability leave/benefit provided to the employee for the employee’s own medical recovery following childbirth.
 - An employee cannot receive short-term disability benefits and paid parental leave benefits at the same time.
 - An employee can use paid parental leave during the 14-day waiting period before short-term disability begins and may use any remaining paid parental leave after short-term disability has been exhausted.
- Paid parental leave taken under this policy will run concurrently with and reduce the employee’s FMLA leave entitlement. Thus, for any leave taken under this policy that meets the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave—whether paid or unpaid—granted to the employee under the FMLA exceed 12 weeks during the 12-month FMLA period. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.
- After the paid parental leave (and any short-term disability leave for employees giving birth) is exhausted, the balance of FMLA leave (if applicable) will be unpaid leave, unless the employee elects to be compensated through the employees’ earned Personal Time Off (PTO). Upon exhaustion of PTO, any remaining leave will be unpaid leave. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.
- The Center shall maintain all benefits for employees during the paid parental leave period as if they were taking any other company paid leave such as paid vacation leave or paid sick leave.

- If a Center holiday occurs while the employee is on paid parental leave, such day will be paid as holiday pay; however, such holiday will not extend the total paid parental leave entitlement. In other words, the employee is not entitled to an additional day of paid parental leave for a holiday occurring within the leave period.
- An employee who takes paid parental leave that does not qualify for FMLA leave will be afforded the same level of job protection for the period of time that the employee is on paid parental leave as if the employee was on FMLA-qualifying leave.

Requests for Paid Parental Leave

- The employee will provide his or her supervisor and the Human Resources Department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). Failure to provide adequate notice may delay the start of the paid parental leave. The employee must complete the necessary HR forms and provide all documentation as required by the HR Department to substantiate the request.
- As is the case with all Center policies, the Center has the exclusive right to interpret this policy.

Bereavement Leave

You are entitled to take up to three workdays with pay to attend the funeral and/or take care of personal matters related to the death of a member of your immediate family. For purposes of this policy, St. Joseph's Center considers the immediate family to include husband, wife, parents, mother-in-law, father-in-law, brother, sister, or children. One day of paid funeral leave will be granted in the case of the death of a grandparent, grandchild, brother-in-law, sister-in-law, son-in-law or daughter-in-law. Only regular full-time employees are eligible for paid funeral leave. The maximum days off will be limited to three. Should the bereavement period include a weekend or holiday, no more than four consecutive calendar days may constitute the bereavement period, potentially limiting use of paid bereavement work days.

With your supervisor's approval, you may take up to one full day without pay to attend funerals of other relatives and friends. If you prefer, unused paid time off may be used for this purpose. Pay for funeral leave will be made for actual time lost from work. If the death occurs at a time when work is not scheduled, payment will not be made. An excused absence for family death may not be retroactive, postponed or split.

Jury Duty

It is your civic duty as a citizen to report for jury duty whenever called. If called for jury duty, an employee should submit a written request to the department supervisor accompanied by a copy of the summons. The employee will be reimbursed the difference between the regular straight time rate and the fee received for jury duty unless the fee is greater than the regular earnings. It is the responsibility of the employee to provide evidence of the days attended and pay received for jury duty.

Holidays

Regular full-time employees are entitled to 7 paid holidays during the calendar year. Upon completion of thirty days of full-time employment, the employee will be eligible for holidays that fall within the probationary period from that day forward.

The following are recognized by St. Joseph's Center as paid holidays:

- New Year's Day
- Labor Day
- Easter Sunday
- Thanksgiving
- Memorial Day
- Christmas Day
- Independence Day

Non-exempt, full-time employees who are scheduled to work the actual holiday will receive compensation at time and one-half of their regular rate of pay and receive a paid day off to be taken within 90 days or be forfeited.

If a holiday falls on a Saturday or Sunday, a department typically closed on those days will select a day/days when the Department will observe the holiday. The needs of the clients served will be given primary consideration in selecting the observed holiday. Typically, the holiday will be observed one day prior or past the actual holiday.

Employees who do not work the holiday must work their scheduled day immediately before and immediately after the holiday in order to be paid for the holiday. Failure to do so will result in no payment of the holiday.

Rotation of holidays will be observed in all department scheduling. There may be times when employees are mandated to work the holidays when staffing needs are critical.

If an employee resigns in good standing with an unpaid holiday the holiday will be paid in the final paycheck.

Paid Time Off

Paid Time Off (PTO) provides you with 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 a specified amount of PTO each pay period and it is up to you to allocate how you will use it within guidelines and policies established by St. Joseph's Center and your department. PTO does not replace, but is in addition to the Company's holiday schedule.

Regular full-time employees begin to accrue PTO upon commencement of employment. The amount of PTO you accrue each pay period is based on your length of service and the annual accrual schedule for regular full-time employees shown on the chart below. PTO is a benefit for those working for St. Joseph's Center, and is earned by the employee.

You will not accrue PTO time while you are on an unpaid leave of any kind, an unpaid suspension by the Company or in any non-paid status.

Accrual Schedule for Full-time Employees

Effective July 1, 2024, the accrual rates for employees hired after July 1, 2011 will change according to the following schedule. An employee should not expect to receive retro accrual of paid time off back to July 1, 2011, but rather should only expect to see a change in the accrual rate starting July 1, 2024. (For example, an employee hired on July 1, 2014 has 10 years of service on July 1, 2024 and will see their accrual rate change from 20 days to 25 days effective July 1, 2024).

This schedule is effective on July 1, 2024 for employees who are hired after July 1, 2011:

Years of Service	Paid Days Off
0 – 3	15
4 – 8	20
9 –15	25
16 +	30

Employees hired on or before July 1, 2011 will accrue paid time off at the following rate:

Years of Service	Paid Days Off
0 – 5	15
6 – 10	20
11 – 15	25
16 – 20	30
21 +	35

Although you may carry over unused PTO time from year to year, there is a cap on the amount of PTO time you can carry over. PTO accrual is capped at one- and one-half times your annual PTO accrual level.

You are responsible for managing your PTO hours. It is important that you plan ahead for how you will use it. This means developing a plan for taking your vacations, as well as doctor appointments and personal business. It also means holding some time in “reserve” for the unexpected, such as emergencies and illnesses. You should keep track of your own paid time off accrual and how much time you have used.

You must access MyMITC to request PTO time. You should give as much advanced notice as possible to your supervisor, who will approve the time. Your supervisor does have the right to disapprove any PTO requests.

Attendance Incentive

Full-time employees in specific direct care and frontline supervisor positions are eligible to receive an attendance incentive to help reduce the number of same day call offs. The attendance incentive provides the employee with an opportunity to earn more PTO time. To be eligible for this incentive, an employee must have no same day calls in a quarter. The employee will earn ½ day of PTO time for that quarter. The maximum amount of PTO time available is 2 days.

While St. Joseph's Center has this incentive in place, same day call offs may still occur. Patterned or repeated same day call-offs may result in disciplinary action. Departments within St. Joseph’s Center have different requirements for call-offs due to illness. Please check with your specific program/department for the details.

If you are a non-exempt employee, you must take PTO time in increments of hours; not less than 1 hour. If you are an exempt employee, you must take PTO time in increments of not less than 1 day unless the employee has intermittent FMLA.

If you separate your employment by voluntarily resigning in good standing or being laid off through no fault of your own, accrued but unused PTO time will be paid out in your final pay. PTO will not be paid out under any other circumstances.

Extended Leave Bank

PTO in excess of each employee's carry over limit will be accumulated in a special bank for that employee, called the extended leave accrual bank. This PTO may be utilized in the event of an extended illness of the employee if the following conditions are met:

The employee must be out of work for a serious health condition which has lasted for the minimum time of two weeks. A serious health condition is defined as "an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that prevents the employee from performing the functions of the employee's job."

The employee must have used all other accrued PTO.

The extended leave accrual bank is unlimited. However, if you voluntarily resign your position in good standing or are laid off, you will be paid for a maximum of 60 days from time stored in your extended leave bank. St. Joseph's Center may also allow employees to sell back days from their extended leave banks in an amount not to exceed five days per year. Whether the sell back program will be available to employees in any calendar year will be determined solely in the discretion of St. Joseph's Center.

Retirement Plan

St. Joseph's Center has an employees' retirement plan to provide eligible employees with a pension benefit upon retirement. St. Joseph's funds the program in addition to social security because we are concerned about employee's futures.

Participation – All regular full-time employees who have worked at least 1,000 hours per year, have completed one full year of service and are 21 years of age or older are eligible to participate in the retirement plan. Vesting takes place when an employee has met the above criteria and works 3 years from their date of hire.

Employees are eligible to make pre-tax contributions in a minimum amount of 1% of their biweekly pay. St. Joseph's will make a matching contribution of \$.50 on the dollar up to a maximum of 4% of employee contributions.

At the end of each plan year, St. Joseph's will make a deposit of 2% of the employees' earnings as a base contribution. The employee must complete an enrollment form to receive this deposit whether or not the employee has decided to contribute to the plan.

If an employee leaves St. Joseph's Center before vesting takes place, they will lose the base contribution from St. Joseph's Center. Any contributions that they made and any employer match will belong to the employee.

Additional Benefits

Tuition Reimbursement

Regular full-time employees who have completed one year of service are eligible to apply for our tuition reimbursement program. The employee must be in good standing with no disciplinary actions or warning notices issued within 6 months prior to the request. They must maintain their regular full-time status during

the time it takes to complete the course. The course must be related to the employee's job or to a position with St. Joseph's Center, as decided in the sole discretion of St. Joseph's Center, and must be taken at an approved college, university or vocational school. A final grade of B or better is required for tuition to be reimbursed. St. Joseph's Center will reimburse up to \$1,500 per fiscal year per employee. Further information and application forms are available in the Human Resources Department.

Voluntary Paid Time Off Transfer Program

An employee may voluntarily transfer a portion of his/her annual paid time off to an employee who is facing a medical emergency that requires leave and who has no other available paid leave. Upon proper showing of need for leave, an individual may be granted leave donated by other employees. Any unused contributed leave is returned to the donor(s) on a pro rata basis.

Recipients are not required to repay any amounts of leave that are actually used. Regulations covering this program are subject to change. Employees and/or supervisors should contact the Human Resource Department for current requirements for participation, if the need should arise.

Employee Referral Bonus

All employees are eligible to participate in this program. The referring employee must be employed by St. Joseph's Center at the time of referral. The referring employee must remain an employee of St. Joseph's Center in order to receive the bonus.

When the referred applicant completes an application, please make sure that they write the current employee's name in the *Referred By* section of the application so that you can be considered for the bonus; late identification of a referring employee will not qualify for a referral bonus. If a referred employee separates employment via termination or resignation, the referring employee shall not be eligible for the bonus. If an employee refers a candidate who previously worked for St. Joseph's Center, the referring employee would be eligible for one half of the referral bonus provided the candidate has not worked with St. Joseph's Center during the last three (3) years.

The bonus amounts differ depending on what position and status the candidate has applied. Please refer to the company bulletin boards for employee referral bonus amounts. One half of the referral bonus will be paid out after the referred employee completes 30 days of employment. The other half of the referral bonus will be paid out after the referred employee completes 6 month of employment. In addition, benefit eligible employees who refer an employee to an eligible position will receive one (1) PTO day, based on their hours worked (7.5 or 8 hours), added to their PTO accrual in UKG.

Sign-On Bonus

A sign-on bonus may be considered for new employees with unique, critical skills or for critical occupations where there is a documented shortage in the labor market and recruitment difficulty exists and also for promotions into the positions listed. Please check with the Human Resources Department on what positions qualify for this bonus.

A sign-on bonus agreement letter must be signed by the new hire. The sign-on bonus will be established at the time the position becomes available and will be paid at a rate of 25% per quarter for the first one year period that the new hire is employed at St. Joseph's Center. If an employee rejects full-time employment, voluntarily terminates employment or is discharged for cause, the amount unpaid at the time of termination of employment will be immediately forfeited.

Breaks/Rest Periods

An employee is allowed two paid 15-minute break periods during each 7 1/2 (or 8) hour workday (depending on the position). One break is taken during the first 4 hours of work and one during the second 4 hours, but never at the beginning or ending of the shift. A part-time worker will be given one unpaid 15-minute break for each 4 hours of work on a shift. Breaks will be scheduled at the discretion of the supervisor. Always be sure to return to work on time at the end of any break.

In the unlikely event of an emergency or unusual condition, your supervisor may ask you to change or postpone your break in order to finish a particular task.

Non-exempt employees will be given a 30-minute unpaid meal period. The time when meal periods are scheduled varies among departments, depending on the needs of each department. Your supervisor will determine your meal period schedule. Employees who provide direct service to individuals who must work through their meal period will be paid for this time.

You are expected to take your full allotted time for meals. You are requested not to perform work during your regularly scheduled lunch period, unless specifically requested to do so by your supervisor. If circumstances do not permit you to take your scheduled break period, inform your supervisor who will either (1) reschedule your unpaid break or (2) ensure that you are paid for all time worked.

If you leave the premises during your meal period, it is mandatory to return to work on time at the end of your meal period.

Bulletin Boards

Bulletin boards are installed throughout St. Joseph's Center and at community sites for various purposes. Employees should refer to the bulletin boards for employee information, position openings and other official notices. Notices of special interest or reference sources for a department may be displayed on bulletin board(s) after the materials are approved by the department director. Please read the bulletin boards regularly so that you will be familiar with the information posted on it.

Only authorized personnel are permitted to post, remove or alter any notice on the bulletin boards. If you want to have notices posted on the boards, see your supervisor for instructions.

Solicitation and distribution of any type of literature by non-employees is strictly prohibited at any time on St. Joseph's Center's premises.

Solicitation of employees by other employees for the purpose of selling any product or service is expressly prohibited in the workplace during working hours. The distribution of literature is also prohibited in working areas at all times.

Cleanliness

Employees of St. Joseph's are expected to set an example of neatness and cleanliness within St. Joseph's Center. Should employees discover an unsanitary condition on or near the premises, they are asked to notify their supervisor as soon as possible. Refuse is to be deposited in the receptacles provided for that purpose. Particular attention should be given to the cleanliness of eating/break/staff areas in St. Joseph's Center's buildings. St. Joseph's Center maintains a smoke free workplace. Employees are not allowed to smoke in any

buildings or automobiles owned or rented by St. Joseph's Center. Employees may smoke only in designated outside areas.

Communication

Successful working conditions and relationships depend upon successful communication. Not only do you need to stay aware of changes in procedures, policies and general information; you also need to communicate your ideas, suggestions, personal goals or problems as they affect your work.

In addition to the exchange of information and expression of ideas and attitudes which occur daily, make certain you are aware of and utilize all St. Joseph's Center methods of communication, including this employee policies and procedures manual, email, bulletin boards, discussions with your supervisor, memoranda, staff meetings, newsletters, training sessions, etc. You will receive other information booklets, such as your insurance booklets, from time to time. You may take these booklets home so that your family may know more about your job and your benefits.

St. Joseph's Center is not immune to unusual or serious situations that could have a negative impact on St. Joseph's Center if not managed in a forthright manner in keeping with its philosophy and mission statement. Incidents that might involve employees during hours of work or residents and clients can occur at any time. The correct response by the appropriate person is vital if St. Joseph's is to maintain its valued reputation in the community.

Only the President, Vice President and the Director of Development of St. Joseph's Center are authorized to speak on behalf of St. Joseph's Center. The President, however, may designate other staff to speak for St. Joseph's Center when needed and appropriate.

Dress Code

The purpose of the dress code policy is to establish expectations for the employees of St. Joseph's Center for attire in the workplace. Employees contribute to the reputation of St. Joseph's Center in the way that they present themselves. A professional appearance is essential to upholding a favorable impression with the public and organization stakeholders. Good grooming and appropriate dress reflect employee pride and inspire confidence. Employees are expected to wear attire that is suited to the duties they provide.

Various departments have their own expectations for work attire. Refer to your supervisor for department specific policy. Direct service employees and frontline managers are expected to wear clothing that is comfortable, casual and suited to the activities planned for that day and weather conditions.

Management and office employees are expected to dress in more business-like attire and in accordance to their overall role and determined by their day's activities.

St. Joseph's Center identification badges are also considered part of work attire and are expected to be worn by each employee during work hours.

Inappropriate work attire, not permitted to be worn, includes, but is not limited to the following:

- Employee clothes should allow them to move and bend comfortably without revealing parts of the body that should be covered.
- Clothing with holes, rips or frays

- Clothing with provocative, inappropriate slogans, lewd or negative messages or words.
- Tank tops, crop tops or low-cut tops
- Halters, midriffs or see-through clothing
- Clothing that reveals underwear, undergarments or midriff
- Skirts or shorts should be no higher than mid-thigh in length
- Pajama pants

Foot Wear

Shoes that are worn at work should be secure and safe for the routine activities of one's position. Shoes should also be secure and safe for participation in unplanned activities such as using of steps, responding to a fire drill, etc.

Staff working in a direct care or direct care supervisory position should wear shoes with closed toes and back.

Staff driving a Saint Joseph's Center vehicle should wear shoes that are secure with a strap.

Jewelry/Accessories

These should be worn at the employees own risk as items can be broken. Employees should consider the safety of individuals receiving care.

Headphones, including wireless headphones, such as AirPods, etc. are not permitted unless required for work.

St. Joseph's Center's commitment to quality service includes the fact that all employees are representatives of the individuals we support as well as St. Joseph's Center and must represent themselves professionally at all times. Employees are expected to use good judgment in choosing their attire for community outings, meetings, activities, etc. No dress code can cover all contingencies so employees must exert a certain amount of judgment in their choice of clothing to wear to work. If you experience uncertainty about acceptable work attire, please check with your supervisor or Human Resources staff.

Any employee who requires a reasonable accommodation for reasons based on religion, disability or other grounds protected by federal, state or local laws should contact their supervisor. You should also consult your supervisor or another member of the management team if you have any questions about your compliance with policy.

Open Door Policy and Resolving Employee Complaints

St. Joseph's Center employees are encouraged to resolve problems through an open exchange and discussion of views. If an employee believes there is a violation of personnel policies that cannot be resolved by discussion among appropriate person(s), the following steps should be taken if the employee wishes to process a formal concern.

The employee must follow the outlined process, otherwise the complaint will be considered invalid. Each complaint must clearly specify what personnel policy the employee feels is being violated.

1. Within three (3) working days of the perceived violation of personnel policies, an employee should take his/her complaint in writing (on the Complaint Form) to the Human Resources Department who will provide the complaint to the supervisor. The supervisor will give the employee a response within three (3) working days.
2. If the employee is not satisfied with this response and feels that the complaint is not resolved, the employee should submit the complaint in writing within three (3) working days of the initial response to his/her department supervisor who will respond within five
3. (5) working days. (If the immediate and department supervisor are the same person, this step may be eliminated.)
4. If the employee's complaint is not resolved after this step, the employee can submit the Complaint Form, within three (3) working days, to the Director of Human Resources who will review the case and submit a decision to the employee within five (5) working days.
5. If the Complaint is still not resolved, the employee can submit the Complaint Form, within five (5) working days, to the President or Vice President/CFO one or both of whom will review the matter. The decision at this level will be final.

If the subject of the Complaint involves any form of unlawful discrimination, or unlawful activities, the employee can dispense with normal Complaint procedure and refer to steps 3 and 4. If the employee chooses any other procedure to resolve the Complaint, the Complaint shall cease to be within the confines of St. Joseph's Center and shall not be reinstated.

Incidents

An incident is any event which is not consistent with the operations of this agency and the routine services provided by St. Joseph's Center. All agency personnel are expected to document any event which adversely affects the health, safety or welfare of individuals served, visitors, volunteers and employees. It is critical that prompt reporting of all such events/incidents be reported and documented immediately after its occurrence.

There are specific forms required for the recording of incidents, depending on the situation and the person(s) involved in the event. The categories are:

- **St. Joseph's Center Incident Report** – This form is used to document incidents involving all clients, visitors and volunteers.
- **State Wide Reporting System** – This is an online report that is used for specific categories of incidents that are "reportable" to the State of Pennsylvania. Designated personnel in various programs are authorized to complete these reports.
- **Documentation of Unclassified Incidents** – This is used to report broken, vandalized, missing property belonging to St. Joseph's Center, an individual receiving services or employees.
- **Employee Incident Report** – This form is used to document incidents involving employees of St. Joseph's Center.
- **Vehicle Accident Report** – This form is used to document incidents involving a St. Joseph's Center owned vehicle.

Training on each specific event and forms to be utilized will occur during department specific orientation/in-service programs.

Health and Safety

The health and safety of employees as well as that of others are of primary concern at St. Joseph's Center. Information related to individual wellness and infection control is part of St. Joseph's Center's in-service program. For example, employees and the individuals we serve have the right to be protected against communicable diseases. Anyone with signs of a contagious illness should notify his/her supervisor and consult a physician. No one may return to work until free from contagious disease as certified by a release from a physician. The Human Resources Department will provide information on the effective use of health care benefits.

Additional information regarding employee health and safety can be found in other manuals that are available to the staff. These manuals include: Fire and Safety Manual, Bloodborne Pathogens Control Plan, and Right to Know Manual. (Contact your department supervisor for the location of these manuals in your department.)

Employees with disabilities who need accommodations in order to perform the non-essential elements of their job are encouraged to notify their department supervisor or the Director of Human Resources of their need.

All possible steps will be taken to assure a safe working environment. Safety will depend on the employee's attention to safe practices and the individual's safety consciousness.

An employee is expected to accept responsibility for personal safety as well as that of other employees, the individuals we serve, and visitors by observing the following rules:

Review and observe the fire and safety regulation manual available in each department.

Avoid accidents by eliminating hazards. Report any unsafe conditions immediately to the department supervisor.

Be especially alert when caring for, lifting, or transporting the individuals served. Assistance must be requested whenever help is needed to avoid injury to the employee or to the individual being lifted. Mechanical lifts must be used in all areas. Employees are not to lift over the 50 lb. weight limit without assistance. Refer to your department regulations.

Immediately report to the department supervisor any accident or incident involving yourself, a resident or visitor. Appropriate forms are available in all departments. (Refer to Incident Report section of manual for further information.)

Additional work safety rules may be posted on the bulletin boards in the various buildings and sites.

St. Joseph's Center complies with the Pennsylvania Worker and Community Right to Know Law, which requires employers to inform and train employees in the proper use and storage of hazardous substances in the workplace. A summary of the Law, EMPLOYEES WORKPLACE NOTICE, is displayed in all St. Joseph's Center buildings. Employees are expected to attend in-service meetings and to become familiar with the regulations for the protection of their life and safety as well as the life and safety of others.

Inquiries about the program and the products used in your department should be brought to the attention of your supervisor.

It is the responsibility of each employee to know the position, type and use of the fire extinguisher in the work environment. Each employee should also be acquainted with the location of the fire alarm stations. In-service training in fire safety procedures is conducted as required. An employee in need of additional training should contact their supervisor.

Any potential fire hazard noted by an employee is to be reported at once to the employee's immediate supervisor and to the supervisor of the physical plant, who will investigate the problem immediately.

A fire and safety manual is available in each department and at each site.

Identification Badges

To maximize security for individuals we serve and staff, all employees are required to wear a St. Joseph's Center identification badge while working.

All employees will be issued identification badges with pictures and will be responsible for wearing them while on duty. Identification badges are processed in the Human Resources Department.

Volunteers and visitors to the main building will be required to report to the main reception desk before going to any area of the building or conducting any business. As an employee of St. Joseph's Center, you are being provided with a photo identification and access control badge. In your role, you are being trusted with access to the facilities.

The following guidelines must be followed regarding the proper use of the photo identification and access control badge (referred to as ID badge).

You must wear your ID badge while at work.

During your employment, you are responsible to maintain your ID badge and be knowledgeable of its location at all times.

You may not loan your ID badge to another person including other staff.

You must immediately report the loss or theft of the ID badge to your supervisor who will then inform Human Resources; you will be responsible for paying for a new badge.

Upon termination, voluntary or involuntary, you must surrender your ID badge to your supervisor.

Please refrain from misusing the ID badge as it may destroy its effectiveness. A fee is required for replacement of an ID badge.

Inclement Weather

Due to the need of St. Joseph's Center to be in continuous operation for the care of the individuals served, there can never be a complete shutdown of services no matter how severe or hazardous weather conditions become. Inclement weather includes heavy snow or natural disaster, which make travel hazardous. An employee who requests to leave the work site before the end of his/her shift must receive approval from the department supervisor. If approval is given, the employee will leave on a voluntary basis and wages will be

paid for the actual hours worked. If an employee cannot report to work due to inclement weather conditions, the supervisor must be notified at least 2 hours prior to the employee's regular starting time. The employee may use an earned paid time off day to cover the reported absence with the approval of their supervisor.

Mandatory Overtime

St. Joseph's Center strives to provide the highest quality of services for those individuals residing in our programs.

Critical staffing levels have been established to assure that enough staff is available to safely and reasonably meet the needs of the individuals we serve. In order to ensure safety, it may be necessary to mandate overtime.

1. An employee may be mandated to work overtime in the following circumstances:
 - a. An unforeseeable declared national, state, or municipal emergency.
 - b. A highly unusual or extraordinary event which is unpredictable or unavoidable and which substantially affects the provision of needed health care services or increases the need for health care services. These events include but are not limited to: an act of terrorism; a natural disaster; and a widespread disease outbreak.
 - c. Unexpected absences, discovered at or before the commencement of a scheduled shift, which could not be prudently planned for by St. Joseph's, and which could significantly affect patient safety.
2. Under the circumstances set forth in Paragraph 1, assignment of additional hours must be utilized as a last resort. Saint Joseph's Center will exhaust all reasonable efforts to obtain other staffing, and Saint Joseph's Center will provide the employee up to 1 hour to arrange for the care of the employee's minor child or elderly or disabled family member. Reasonable efforts to obtain other staffing include, but are not limited to, the following:
 - a. Saint Joseph's Center will seek persons who volunteer to work extra time from all available qualified staff who are working at the time of the unforeseeable emergent circumstance.
 - b. Saint Joseph's Center will contact all qualified employees who have made themselves available to work extra time.
 - c. Saint Joseph's Center will seek the use of per diem staff.
 - d. Saint Joseph's Center will seek personnel from a contracted temporary agency when use of this staff is permitted by law or regulation.
3. In order to allow for St. Joseph's Center to remain compliant with Act 102, all employees are required to give a minimum of 2 hours' notice for a same day call-off.
4. An employee required to work more than 12 consecutive hours may receive 10 consecutive hours of off-duty time immediately following the worked overtime. An employee may, however, waive this off-duty time.
5. New staff should successfully pass their introductory period before being subject to the mandatory overtime policy.
6. Weekend only staff can only be made to work mandatory overtime during the weekend hours as indicated by Human Resources (Saturday 7:00 am – Monday 7:00 am), for example an 11- 7 weekend only staff cannot be mandated for a shift Monday morning.

7. Exceptions can be made with the approval of the Human Resources Department and must be based on medical restrictions that must be verified on a quarterly basis by a physician. If the exception is not approved, the staff person will be responsible for mandatory overtime.
8. Employees who may feel aggrieved as a result of this mandatory overtime policy are encouraged to utilize our Open Door Policy and Resolving Employee Complaints Program, which appears beginning on page 57 of our Employee Policies Manual, to help foster a resolution

The above procedure should allow us to maintain adequate staffing and to be sensitive to the needs of St. Joseph's Center employees.

It is important for St. Joseph's Center to assure that all individuals receive the best quality of services. Critical staffing levels have been established to assure that enough staff is available to safely and reasonably meet the needs of the individuals we serve. In order to ensure safety, it may be necessary to mandate overtime for staff in certain positions.

Meetings/Staff Development

St. Joseph's policy is to schedule all meetings and staff development sessions at times when a majority of employees may be present. From time to time, your supervisor will schedule department meetings before, during or after work. It's your responsibility to be at these meetings. The meetings give you and your fellow workers a chance to receive information on St. Joseph's Center events, to review problems and possible solutions and to make suggestions about your department or your job. Non-exempt employees will be paid for time spent at these meetings. Exempt employees must attend mandatory department meetings regardless of time or day of scheduling.

If an employee attends a mandatory scheduled meeting or staff development session on a scheduled day off or reports early before shift hours, or remains beyond shift hours, compensation will be paid in compliance with our pay practice and the appropriate federal wage and hour regulations. Failure to attend mandatory meetings and staff development sessions will result in disciplinary action, up to and including termination.

Orientation

All new employees will be required to complete an orientation program, which will familiarize them with their new position and St. Joseph's Center's environment. Specific details of the orientation program will be given at the time of hire.

Performance Appraisals

Supervisors will monitor the progress of all new employees during the 90-day introductory period and will prepare a formal performance evaluation prior to the end of the introductory period. Should any department supervisor feel it necessary to extend a probationary period due to extenuating circumstances, he/she must discuss such extensions with the Director of Human Resources prior to extending the period.

The performance of all employees is appraised regularly on the basis of job-related requirements, special objectives added to the last formal evaluation, and on other reasonable requests made by the department supervisor.

Performance appraisals provide useful information in decisions regarding promotions, transfers and disciplinary actions. Each formal appraisal will be shown to the employee, will be discussed in detail and will be filed in the personnel record.

Personal Belongings

Every employee of St. Joseph's Center is responsible for his/her own personal items. Employees are not to bring to the work place items of monetary or sentimental value. St. Joseph's Center will not be responsible for the loss of personal items.

Privacy, Social Media, and Computer/Internet Policy

Internet Usage

If your position requires it, St. Joseph's Center provides access to the internet to help you do your job. The facilities that provide access represent a considerable commitment of resources for telecommunications, networking, software, storage, etc. This policy is designed to help you understand our expectations for the use of those resources in the particular conditions of the Internet and to help you use those resources wisely.

The internet for St. Joseph's Center is a business tool, provided to you at significant cost. No employee is entitled to an expectation of privacy with respect to St. Joseph's information systems, including but not limited to computers, email, voice mail, company-provided tablets, cell phones or other devices or personal devices that are provided with secure access to St. Joe's systems or information. St. Joseph's Center reserves the right to monitor and audit telephone and computer systems for any reason, at any time and without notice, particularly when violations of St. Joseph's Center policies or the Code of Ethics, illegal or improper activity or misuse of corporate resources are suspected.

By using St. Joseph's Center's information resources, an individual acknowledges that St. Joseph's Center (or others acting on its behalf) may monitor and audit such use and consents to such monitoring and auditing.

Remember, all conduct prohibited by St. Joseph's outside of an electronic world is no less objectionable because it takes place on a computer or on a social media site or in a text. Some examples of prohibited activities:

- Loading of any program without written permission from the system administrator.
- Use of profanity or vulgar language.
- Creating, storing, transmitting, downloading, viewing or reproducing pornography or other inappropriate non-business-related material.
- Creating, storing, transmitting, downloading, viewing or reproducing threatening, libelous, harassing, offensive, discriminatory or obscene materials.
- Creating or transmitting chain letters.
- Using the internet for personal gain, solicitation or in a way that may cause a conflict of interest and violations of the code or other St. Joseph's Center policy.
- Using the internet to espouse personal, political or religious views.
- Placing St. Joseph's Center confidential or proprietary information on any publicly accessible internet site or similar resource or transmitting such information using the internet to parties which are not permitted to receive such information.
- Misrepresenting oneself or representing oneself as someone else.

- Downloading of freeware from the internet or similar source which is not consistent with St. Joseph's standards or downloading copyrighted information without the consent of the owner.
- Use of social network sites.
- Using the internet for personal purposes. When using the internet, each user is expected to utilize good judgment and common sense. If a user has questions regarding an appropriate use of the internet, the user should contact the system administrator.

Email Usage Policy

Email is to be used for St. Joseph's Center business and should not be overused or misused. E-mail is an efficient way to send important messages or those designed to communicate with multiple people simultaneously. Use extreme caution to ensure that the correct email address is used for the intended recipient(s).

St. Joseph's Center may access and monitor email at any time for any reason without notice. **You should not expect or treat email as confidential or private, nor should you have any expectation of privacy in any of St. Joseph's Center's technologies or property.** Except for authorized St. Joseph's Center personnel, no one is permitted to access another person's email without consent.

System users should exercise extreme judgment and common sense when distributing messages. Confidential information should never be disseminated to unauthorized sources. This includes the transmission of documents containing financial information or social security numbers or personal health information. Client related messages should be carefully guarded and protected, like any other written materials. You must also abide by copyright laws, ethics rules and other applicable laws.

Sending harassing, abusive, intimidating, discriminatory or other offensive emails is strictly prohibited. The use of the system to solicit for any purpose without the consent of the Administrator is strictly prohibited. If you receive a message containing defamatory, obscene, offensive or harassing information or that discloses personal information without permission, notify your supervisor and then delete it immediately; do not forward it. Chain-type messages and executable graphics files should also be deleted and not forwarded because they cause overload on our system.

Anyone violating this policy or engaging in the transmission of inappropriate emails, as determined by St. Joseph's Center, will be subject to discipline, up to and including termination.

Social Media Policy

St. Joseph's Center understands that the Internet and social media can be a powerful resource. However, its use presents certain risks and carries with it certain responsibilities. All employees should exercise good judgment and common sense when accessing and using the Internet and social media. To assist you in making reasonable decisions about your use of the Internet and social media, we have established guidelines for appropriate use. This Policy applies to employee use of any Internet web site, multimedia site, social networking site (such as Facebook, Twitter, and YouTube), blog, or other site where text, photos, videos, audio files, or other content may be posted.

Employee use of the Internet should be consistent with, and not in violation of, St. Joseph's Center policies. Specifically, Employees are prohibited from using the Internet and social media outlets to post or display content about St. Joseph's Center, current and potential employees, supervisors, patients, services, or

affiliates that is vulgar, obscene, threatening, intimidating, harassing, otherwise unlawful, or a violation of St. Joseph's Center's policies against discrimination and harassment on the basis of race, sex, disability, religion, or other status protected by law. Similarly, employees are prohibited from posting or displaying content that is malicious or meant to intentionally harm someone's reputation, or is in violation of a person's right to the confidentiality of personal health information.

To protect St. Joseph's Center's privacy interests, and the interests of our employees and patients, employees are prohibited from using or disclosing confidential and/or proprietary information, including St. Joseph's Center's trade secrets, internal business communications, personal information about patients, and information protected by the attorney-client privilege. In addition, employees are prohibited from using St. Joseph's Center's logos or trademarks in a manner that violates St. Joseph's Center policies and intellectual property rights. When using the Internet or social media, employees also must be mindful of St. Joseph's Center's obligations under financial disclosure, consumer protection, and other applicable laws.

Employees also must recognize that they are legally responsible for their postings, and may be subject to liability if their posts are found to be defamatory, harassing, threatening, in violation of the privacy rights or copyright interests of other persons or entities, or otherwise contrary to applicable law.

Employees are free, consistent with the law, to express their own personal view points when using the Internet or social media. However, St. Joseph's Center strives to ensure a consistent and controlled organizational message and online presence. Therefore, when speaking or posting about St. Joseph's Center, or any aspect of St. Joseph's Center's business, employees are prohibited from claiming, representing, or implying in any way that they are speaking on St. Joseph's Center's behalf, unless authorized in writing by the President/CEO to do so. Otherwise, any comments directly or indirectly relating to St. Joseph's Center must include a disclaimer that: "The postings and comments are my own and do not necessarily represent the views and opinions of St. Joseph's Center." The use of passwords for security does not guarantee confidentiality. Employees also should be aware that their posted content may be brought to St. Joseph's Center's attention by third parties.

Internet access and usage through St. Joseph's Center owned or issued electronic devices or networks must comply with the Internet Use Policy along with all other applicable St. Joseph's Center policies. **Employees are reminded that they have no expectation of privacy while using St. Joseph's Center equipment or facilities for any purpose, including authorized social networking.**

St. Joseph's Center reserves the right to use content management tools to monitor, review or block content on St. Joseph's Center internet sites or blogs that violate internet use and social media rules and guidelines.

Employees should consider the following guidelines and reminders when using the Internet and other social media outlets:

- **Remember that the Internet is not anonymous, nor does it forget.**
 - Everything written on the Internet can be traced back to its author with ease. Information is often backed up and stored on third-party sites, and posts in one forum are often replicated in others through trackbacks and reposts or references.
- **Consider your audience.**

- Remember that your readers and networked individuals may include current and future customers and employees. Before you post, make sure you are sending a message that you want all individuals to know and associate with you.
- **Keep up with site-specific policies.**
 - The general rules of each social media network are unique and change often. Most social media sites prohibit their users from misrepresenting their own identities, gaining improper access to the accounts of others, or posting harassing or defamatory content. Review and comply with these policies.
- **Consider public access to your postings.**
 - Remember that the default settings regarding privacy and access often make your blog, comment, or social media profile searchable and accessible to the entire world. Consider what information you want to be accessible, not just to your friends and contacts, but to the public at-large. Adjust your settings accordingly.
- **Remember that federal, state, and local laws apply on the Internet.**
 - Conduct that would violate laws or regulations if it occurred in person or in a non- electronic forum is not protected simply because it occurs online.
- **Use another outlet.**
 - Employees are encouraged to discuss work-related concerns with their supervisors and managers and to utilize other internal procedures when a problem or issue arises. The Company is always open to the comments, suggestions, and concerns of its employees. Presenting a work-related issue directly to the Company is often the best way to bring about a quick resolution.
- **Use your best judgment and exercise personal responsibility.**
 - Integrity, accountability, and respect are core Company values. The Company trusts and expects that employees will exercise personal responsibility whenever using social media and participating in online activities.

The Company reserves the right to request that employees remove postings that are in violation of this Policy or any other applicable policy. Any employee who violates this Policy may be subject to discipline, up to and including termination. Should you have questions regarding this policy, please contact the Director of Human Resources.

*Nothing in this Policy is intended to conflict with the National Labor Relations Act, and this Policy will not be interpreted or applied so as to interfere with an employee's right to engage in protected, concerted activity.

Reporting Violations

St. Joseph's Center requests and strongly urges employees to report any possible violations of this policy to Human Resources. Violations may include unprotected discussions of St. Joseph's Center's employees, patients, proprietary information and any type of unlawful activity or violation of any of St. Joseph's Center's policies.

Discipline for Violations

St. Joseph's Center investigates and responds to all reports of violations of the Social Media Policy and other related policies. Violations of the Social Media Policy will result in disciplinary action, up to and including immediate termination of employment. St. Joseph's Center or third parties may take legal action against employees who engage in prohibited or unlawful conduct where necessary or appropriate.

Cell Phone/PDA/Other Media Devices

While at work, employees are expected to exercise the same discretion in using personal cellular phones, PDA's (personal digital assistant) and other media devices as is expected for the use of the organization's phones. This applies to both incoming and outgoing cellular calls. Excessive personal calls during the work day, regardless of the phone used, can interfere with employee productivity and be distracting to others. Employees are encouraged to make personal calls on non-work time barring an emergency situation and ensure that family members and friends are aware of this policy.

Cellular phones must be turned off or set to silent or vibrate mode during working hours so as not to disrupt the work environment. Employees may not use cellular phones or mobile devices including access to social media sites, text, email, apps., etc. unless there is an emergency or the employee is otherwise authorized to do so. Employees may also use cell phones while on an authorized break or lunch period. If the employee's use of personal cell phone interferes with the employee's safety and the work environment, the employee may be subject to disciplinary action and the employee's phone may be confiscated until the conclusion of the shift.

While St. Joseph's Center does not wish to unreasonably constrain the use of such devices, St. Joseph's Center has a fundamental responsibility to ensure that they are used in a reasonable manner and to ensure the privacy of its employees, patients, clients, residents and visitors and the integrity of its proprietary information. The use of camera phones, PDA's or other audio and video recording capable devices on St. Joseph's Center premises may constitute not only an invasion of employees' personal privacy and that of our clients and their families, but may breach confidentiality of St. Joseph's Center protected information and subject the employee to civil or criminal penalties. Therefore, the use of camera or other video-capable recording devices within St. Joseph's Center is prohibited without the express prior permission of your department director and of the person and/or guardian of the person (as appropriate) who is the subject of the recording.

Violations of this policy may result in discipline, up to and including termination of employment.

Professional Liability Insurance

St. Joseph's Center carries professional liability or malpractice insurance covering any claims that would be brought against the facility and any employee due to action or failure to act on the part of the employee. This coverage is subject to certain exclusions contained in the policy and only applies when an employee is engaged in job related activities for St. Joseph's Center.

References

St. Joseph's Center does not respond to verbal requests for references. All requests must be in writing and on company letterhead. In the event you leave the employ of St. Joseph's Center, we may provide references to potential employers. The information we will release includes your dates of employment, your position/title, duties/responsibilities, salary and the type of termination: resignation, termination or layoff. All requests must be submitted to the Human Resources Department in writing.

Restricted Duty Policy

It is the policy of St. Joseph's Center to allow an employee to work with temporary physical restrictions resulting from injury or illness when management determines that legitimate work assignments are available and the employee can perform the job within restrictions safely and efficiently and present no direct threat to himself/herself or to fellow employees. These temporary physical restrictions must be presented clearly and in written form by the attending health care practitioner. It is anticipated that the employee will be able to resume his/her full duties within a reasonable time. If not able to return to a full duty position within a reasonable time, then the light duty position will need to be reevaluated.

This policy will not interfere with an employee's rights under the Family Medical Leave Act or the Pregnancy Discrimination Act, or when the medical condition qualifies as a disability under The Americans with Disabilities Act. All restricted duty jobs will have their required functions set forth in writing and filed with the Human Resources Department.

Security

At the time you are hired, you will be advised about the proper entrances and exits for our employees by your supervisor. You are to wear your identification badge at all times while on any of St. Joseph's properties. You are expected to abide by these rules at all times. Failure to do so will lead to disciplinary action. St. Joseph's Center may at any time change the areas utilized by employees for entrance and exit.

Employees should observe signs and directives regarding building security at all times. At the main campus, the maintenance person on duty should be contacted promptly if assistance is needed at any time of the day or night. Door bells are located at several entrances to alert staff that a person seeks entrance to the building so appropriate action can be taken. It is a serious offense to open or to prop open doors, which are intended as fire and emergency exits only.

All employees are advised to question any person who is not wearing an identification badge regarding the reason for being on the property. They should refer the individual to the reception area for an identification badge.

Employees working at any location are advised that they have the right to refuse admission to the site to any person until they confirm the identity of the person and the authorization to be present.

Employees may only admit nonemployees to work areas with management approval or as part of a company sponsored program. These visits should not disrupt workflow. An employee must accompany the nonemployee at all times. Former employees are not permitted onto company property except for official company business.

Each program has a procedure for signing in that must be complied with.

Violence in the Workplace

All employees, family members, vendors and business associates must be treated with courtesy and respect at all times. Employees are expected to refrain from conduct that may be dangerous to others.

Conduct that threatens, intimidates or coerces another employee, family member, vendor or business associate will not be tolerated. St. Joseph's Center resources may not be used to threaten, stalk or harass

anyone at the workplace or outside the workplace. The organization treats threats coming from an abusive personal relationship as it does other forms of violence.

Indirect or direct threats of violence, incidents of actual violence and suspicious individuals or activities should be reported as soon as possible to a supervisor, Human Resources or a member of the administration team. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident.

Employees should promptly inform the Human Resource Department of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees are encouraged to report safety concerns with regard to intimate partner violence. St. Joseph's Center will not retaliate against employees making good faith reports. The organization is committed to supporting victims of intimate partner violence by providing referrals to the employee assistance program, ENI, and community resources.

We will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as possible. St. Joseph's Center will not retaliate against employees making good faith reports of violence, threats or suspicious individuals or activities. In order to maintain workplace safety and the integrity of its investigation, the organization may suspend employees suspected of workplace violence or threats of violence, either with or without pay, pending investigation.

Anyone found to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action, up to and including termination of employment.

St. Joseph's Center encourages employees to bring their disputes to the attention of their supervisors or Human Resources before the situation escalates. We will not discipline employees for raising such concerns.

Weapons Policy

The purpose of this policy is to ensure a safe environment for residents, program participants, employees, staff members, volunteers, and visitors.

St. Joseph's Center prohibits the wearing, transporting, storage, use and/or possession (whether openly or concealed) of any firearm, weapon or any other item which is intended to or may be used to threaten or inflict harm upon another person or property. This prohibition applies whether in our facility, on our property (including parking lots), at any other place during any program conducted or sponsored by or related to St. Joseph's Center, and at all times while performing work for or representing St. Joseph's Center regardless of location.

For purposes of this policy, "our property" or "St. Joseph's Center property" means any and all St. Joseph's Center-owned and leased buildings or facilities and surrounding areas such as sidewalks and parking lots under St. Joseph's Center's ownership or control. This policy also applies to all vehicles owned or leased by St. Joseph's Center and all vehicles that enter and/or are parked on our property.

By way of examples, firearms and other dangerous weapons include, without limitation:

- Firearms, including unloaded firearms;
- Any gun or device from which a projectile may be fired by an explosive;

- Any simulated firearm operated by gas or compressed air; A slingshot or other device designed to propel a projectile;
- A bat, club (including sand club) or other instrument that can be used as a club and poses a reasonable risk of injury (excepting recreational items such as baseball bats or tennis rackets for recreational use outside of work);
- Any spray item which poses a reasonable risk of injury; Metal or "brass" knuckles;
- All knives, including any spring blade knife or item which can be used as a knife or razor, and any knife which opens or is ejected open by an outward, downward thrust or movement (excepting only routine tools possessed or used by building maintenance or other employees for legitimate work purposes as approved by the supervisor);
- Any other item or thing that, in the discretion of St. Joseph's Center, is intended to or can be used as a weapon and is dangerous or otherwise presents a risk of harm or injury; and
- Any Offensive Weapon as so classified and defined by the Pennsylvania Crimes Code, Prohibited Offensive Weapons (18 Pa.C.S. §908), including: explosive devices, blackjacks (except use by law enforcement while on duty), weighted pipes, etc.

St. Joseph's Center shall have the right and authority, in its sole discretion, to determine what constitutes a firearm or dangerous weapon for purposes of this policy.

This policy does not apply to:

- Any law enforcement personnel engaged in official duties while on St. Joseph's Center property;
- Any security personnel authorized to be at St. Joseph's Center property and to carry a weapon while engaged in official duties; and
- Any person engaged in military activities sponsored by the federal or state government engaged in official duties while on St. Joseph's Center property.

Possession of a valid concealed weapons permit is not an exemption under this policy. St. Joseph's Center reserves the right (but shall not be required) to conduct a reasonable search of any person (including any employee, staff member, volunteer, program participant or visitor), his or her possessions or equipment, and any vehicle on St. Joseph's Center property if there is a reasonable basis to suspect a violation of this policy.

This includes, without limitation, that St. Joseph's Center may search desks, purses, briefcases, clothing, vehicles that are owned or leased by St. Joseph's Center, vehicles parked on St. Joseph's Center property, bags, lockers, containers, packages, enclosures, persons on our property and any other area where a weapon may be concealed or located for the purpose of determining whether there has been a violation of this Policy.

Employees, staff members, volunteers, program participants and visitors consent to such searches by entering onto St. Joseph's Center property, accepting employment, and/or participating in St. Joseph's Center events and/or programs. Refusal to submit to a search upon request is a violation of this policy and may result in disciplinary action, up to and including the immediate termination of employment and/or disqualification from participation in/eligibility for St. Joseph's Center services, as applicable.

All St. Joseph's Center employees and staff members have an obligation to immediately report the suspected presence of any firearm or weapon and any known violation of this policy, as well as any other dangerous situation or safety concern.

Although this particular policy addresses firearms and dangerous weapons, the overall safety of our residents, employees, staff members, volunteers, program participants and visitors is a primary concern of St. Joseph's Center. Consistent with common sense and our heightened interest in maintaining safety in all respects, St. Joseph's Center staff members (including employees and volunteers) are expected to immediately call 911 in the event of any threat, serious safety issue or other emergency (whether relating to this policy or otherwise) as circumstances warrant.

This policy is not intended to require, and shall not be interpreted as requiring, St. Joseph's Center to take any particular action or to act at all (pursuant to the terms of this policy or otherwise) beyond action, if any, otherwise specifically required by law.

Any violation of this policy shall be immediately reported to a supervisor, Human Resources, or any member of the Administrative Team and any person violating this Policy shall be directed to immediately leave St. Joseph's Center property. In addition, a violation of this policy (including a refusal to be subject to search, if applicable) may result in disciplinary action, up to and including the immediate termination of employment, and/or disqualification from participation in/eligibility for St. Joseph's Center services, as applicable, and may result in the notification of law enforcement authorities.

Workplace Bullying

St. Joseph's Center defines bullying as "repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment." Such behavior violates the organization's Code of Ethics, which clearly states that all employees will be treated with dignity and respect.

The purpose of this policy is to communicate to all employees, including administrators, directors and supervisors, that the organization will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when determining discipline. It is the effect of the behavior upon the individual that is important. St. Joseph's Center considers the following types of behavior examples of bullying:

- **Verbal bullying:** Slandering, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks
- **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person's work area or property
- **Gesture bullying:** Nonverbal threatening gestures or glances that convey threatening messages
- **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities

Acknowledgement and Receipt of the Electronic Employee Policy Manual

I acknowledge that I have received the internet location of and have access to the electronic version of the St. Joseph's Center Employee Policy Manual ("Manual"). I understand that I am responsible for reading this Manual, familiarizing myself with its contents, and adhering to all of St. Joseph's Center's policies and procedures, whether set forth in this Manual or elsewhere. I will consult my St. Joseph's Center Supervisor or the Director of Human Resources if I have any questions about the Manual.

Nothing in this Manual is intended to create or constitute an employment agreement, contract or a guarantee of continued employment or of a specific number of working hours. Likewise, nothing in the Manual creates or is intended to create a promise of future benefits or a binding contract with St. Joseph's Center for benefits or for any other purpose. I also understand that no supervisor or other representative of St. Joseph's Center other than the President & CEO or the Board of Directors (as applicable) has the authority to enter into any agreement for employment with me or to make any agreement with me contrary to the provisions set out in the Manual.

I understand that St. Joseph's Center reserves the right to amend or terminate any or all of the policies, procedures, or benefits in the Manual at any time, with or without notice, in its sole discretion, and to deviate totally or partially from the policies, practices and procedures contained in the Manual, consistent with applicable law. This Manual supersedes all prior employment manuals, handbooks, agreements and policies whether verbally established or set forth in writing. The most recent policy, procedure or practice in effect shall be and is binding on me.

I further understand that all employment relationships at St. Joseph's Center are "at-will," which means that either I or the Company may terminate employment at any time for any reason or no reason, with or without notice.

I agree to promptly notify Human Resources of any change in name, address, telephone number, tax withholding allowances, emergency contact information, or any other information which may affect my employment or St. Joseph's Center's ability to contact me quickly. I also agree that any charges to my cell phone bill resulting from calls placed to me or texts sent to me by St. Joseph's Center representatives are my sole financial responsibility.

Employee Signature

Print Name

Date