



We Rise By Lifting Others Up

EMPLOYEE HANDBOOK

Non-Profit 501 (c) 3

Founders

Simbarashe Chiduma & Masline Chiduma

8161 Executive Ct, Suite 130

Lansing, Michigan 48917

Office Phone Number: 517-455-8300

Fax: 517-253-7566

OPEN ARMS GUIDING PRINCIPLE

Treat all residents with utmost dignity and respect.

Provide undivided and acute focus on the needs of all residents.

Provide a person-centered care that really makes a difference in the resident's life.

Integrity-adhere to the highest standards of professionalism, ethics, and personal responsibility, worthy of the trust our resident place in us.

Compassion- provide the best care, treating residents and family members with sensitivity and empathy.

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SECTION I-Introduction

Introduction

Simbarashe and Masline Chiduma are the core principles of the Non-Profit Open Arms Link. References to the "Directorate" or "Management" of Open Arms Link in the Employee Handbook refer only to the aforementioned individuals and the Board of Directors.

This Employee Handbook contains information about Open Arms Link personnel policies and procedures that are vital to your successful employment with Open Arms Link and its divisions ("Employer" or the "Company"), including the advantages you receive as an employee, and the Company's expectations of you. This Handbook has been designed to serve as a guideline for you to refer to whenever you have any questions about your employment with Open Arms Link. The Employee Handbook is not a contract for employment.

We are an "at will" employer, which means that any employee may resign at any time for any reason or for no reason, and in turn, Open Arms Link reserves the right to release an employee, with or without cause, explanation, or notice, at any time. An employee, supervisor, or other representative of Open Arms has **absolutely** no authority to enter into an employment agreement for any specified period of time or to make any agreement contrary to the provisions contained in this Handbook, except **Executive Director Simbarashe Chiduma with approval of the Board of Directors**. Any such changes and/or agreements that deviate from, amend, or make exception; any portion of this handbook must be made by Open Arms Link's Executive Director in writing and directed to you personally. This Handbook supersedes all prior representations or statements (verbal or otherwise) made to you about your employment with Open Arms Link, either oral or written, and rescinds any and all prior policies, procedures, handbooks, or general rules and regulations of Open Arms Link previously in effect.

Open Arms Link may establish personnel policies and procedures governing the conduct of employees. These personnel policies and procedures, however, are not intended to cover all circumstances (i.e., are not all-inclusive), and do not alter the fact that the employment relationship is terminable at the will of either party. The direction and control of all work for all employees includes, by way of illustration and not of limitation, the right to hire, assign, suspend, transfer, demote, or discharge, and is the sole prerogative and discretion of **Executive Director, Simbarashe Chiduma**.

Any and all statements and policies in this Handbook are subject to unilateral change, in whole or in part, by Open Arms Link. Also, Open Arms Link retains the right to, in its sole discretion, change, modify, suspend, interpret, or cancel, in whole or in part, any of the published or unpublished personnel policies or procedures without advance notice and without cause, justification, or consideration to any employee. Recognition and observance of these rights and

prerogatives of Open Arms Link is a term and condition of employment and of continued employment. In addition, nothing contained in this Handbook, including any policies regarding termination, performance evaluation, or discipline, shall be construed to grant anything other than **at-will employment**.

After you have read this Handbook, if in agreement with the terms, policies, rules, and conditions described herein, you will sign an Acknowledgment Form, indicating your acceptance of these policies and procedures. **It is your responsibility to ask questions or get clarification about any information that you do not understand prior to signing this document, as your signature indicates that you are fully aware of, have read in its entirety, understand, and are in complete agreement with intent of full compliance with the policies contained within this handbook.**

SECTION 2-GENERAL PERSONNEL POLICIES

A. EMPLOYMENT RELATIONSHIP

All employees of Open Arms Link are **employed on an at-will basis**. Therefore, any employee who wishes to do so may terminate his or her employment at any time, with or without notice and with or without cause. **The only exception to this policy is job abandonment.** An employee is **prohibited under the adult foster care licensing rules and our contracts with funding agencies from walking off of the job/assignment and leaving a vulnerable client unattended and without care thereby endangering the client and jeopardizing their welfare.** Such conduct may result in a finding of neglect against the individual employee could bar the employee from any future employment in most residential care and health care settings. Similarly, Open Arms Link may terminate the employment of any employee at any time, also with or without notice and with or without cause. No employee, supervisor, or other representative of Open Arms Link, other than **Open Arms Link's Executive Director**, has the authority to enter into any employment agreement for any specified period of time or to make any agreement contrary to what has been stated above; any such agreement must be in writing, signed by the **Executive Director**, and directed to you personally (see Section 1 of this handbook for more information regarding this clause).

B. PHILOSOPHY AND WORK ENVIRONMENT

The personnel policies of Open Arms Link are designed to build a work environment that recognizes you as a valuable team member and asset to our company. Because you are an essential part of our team and our success as a caring company, Open Arms Link works hard to build a trusting relationship where you can trust us to give you the support and training you need, and we trust you to **give your very best efforts, provide superior care, and work collaboratively with our clients, co-workers and supervisory staff.** There is a strong partnership between you, your supervisor, and all other employees of Open Arms Link, in which the effectiveness and success of each person depends on the willingness to cooperate, collaborate,

and build professional and trusting relationships between all of members of our team, because we are all interconnected and supporting each other to support our clients.

To foster this environment, Open Arms Link has three overall employee relations objectives:

- i. To help assure that you are treated with dignity and respect in your employment relationship with us.
- ii. To recognize you as an individual and the value you possess.
- iii. To help you and all other employees of Open Arms Link realize that true job satisfaction, and pride in what you do, can come from being part of a team that is dedicated to maintaining the highest quality services.

C. EQUAL OPPORTUNITY AND NONDISCRIMINATION

In keeping with its goals of individual recognition and fair treatment, which is characterized by consistently implementing human dignity and respect towards each other in all civil circumstances, Open Arms Link is committed to providing equal employment opportunities to employees and to applicants for employment and will not discriminate on the basis of race, creed, color, religion, national origin, sex, sexual orientation, age, disability, pregnancy status, height, weight, veteran status or marital status in the hiring, promotion, or any other aspect of your employment with us. As part of this policy, **Open Arms Link also prohibits abusing the dignity of anyone through jokes, slurs, or other derogatory comments or statements that refer to ethnic origin, race, sex, religion, age, disability, height, weight, pregnancy or veteran or marital status or through conduct of any objectionable nature.**

We operate on the basis of common courtesy towards each other and strongly support courteous and polite interactions between all employees when interacting with each other and with clients.

Courteous implies positive, dignified, sincere, and thoughtful consideration for others. Polite implies habitual courtesy, arising from a consciousness of one's training and the demands of good manners.

Any employee, supervisor, or other representative of Open Arms Link who violates this policy will be subject, in the sole discretion of Open Arms Link, to immediate reporting and investigation of the events and behavior which may lead to prompt disciplinary action, up to and including discharge of the party(ies) responsible for the misconduct and policy violation.

D. HARASSMENT

Under no circumstances will Open Arms Link condone or tolerate harassment or discrimination based on race, color, creed, religion, national origin, sex, disability or handicap, sexual orientation, age, height, weight, pregnancy, veteran status or marital status.

Harassment is any unwelcome or unsolicited verbal or physical conduct that unreasonably interferes with an employee's job performance or creates a hostile, offensive, or abusive working

environment. Examples of harassment include, but are not limited to, disparaging remarks or face, hand, or other bodily gestures, unwelcome or unsolicited touching, threats of physical harm, and the use of degrading words, nicknames, pictures, notes, texts, emails, stories, or jokes.

Sexual harassment is one form of harassment. Sexual harassment includes:

1. Sexual relations, sexual contact, or the threat of sexual relations or sexual contact, that is not freely and mutually agreeable to both parties. Even if such sexual relations or sexual contact is freely and mutually agreeable, it is prohibited in the workplace.
2. continual or repeated verbal abuse of a sexual nature, including but not limited to sexually explicit statements, sexually suggestive objects or pictures, sexually degrading words used to describe the employee, or propositions of a sexual nature; or
3. the threat or insinuation that lack of sexual submission will adversely affect the employee's wages, advancement, assigned duties, or other conditions that affect employment.

If you believe that you are the victim of any form of harassment, you should ***immediately*** report any violation of this policy to the Open Arms Link Executive Director, Simbarashe Chiduma or Licensing Administrator Masline Chiduma .

It is Open Arms Link's policy to conduct a prompt investigation of any harassment claims and to take appropriate remedial action, such as the administration of discipline, up to and including discharge, of any employee, supervisor, or other representative of Open Arms Link, who, after an investigation, is found to have engaged in this type of offensive practice or conduct. All complaints will be taken seriously and thoroughly investigated, and all employees, supervisors, and other representatives of Open Arms Link are expected to cooperate fully with any investigation. Fabricated allegations of harassment and abuse will also be fully investigated and dealt with through our disciplinary process..

E. NONRETALIATION

We recognize that determining whether a particular action or incident is discriminatory requires a determination based on all of the facts and the totality of the circumstances. Given the nature of this type of discrimination, we also recognize that false allegations of harassment can have serious effects on innocent men and women. A full and careful investigation of allegations of harassment is necessary to avoid unfair disciplinary action.- ---

It is Open Arms Link's policy to strictly prohibit any retaliation against an employee who, in good faith, has registered a complaint or who cooperates with an investigation under these nondiscrimination policies. Any employee, supervisor, or other representative of Open Arms Link who, after investigation, has been found to have retaliated against any employee for using these complaint procedures, or for participating in an investigation, will be, in the discretion of Open Arms Link, subject to appropriate discipline, up to and including discharge.

F. EMPLOYMENT OF PERSONS WITH DISABILITIES

Open Arms Link welcomes job applicants with disabilities, including veterans, and does not discriminate against people with disabilities. It is Open Arms Link's policy to employ and promote qualified employees, regardless of disability, using the same criteria. Open Arms Link will also make reasonable accommodations for the limitations of qualified individuals, provided it would not result in undue hardship, as defined by law, to Open Arms Link. **Employees who require accommodation should contact the Open Arms Link Executive Director, Simbarashe Chiduma or Licensing Administrator Masline Chiduma. In response to a request for reasonable accommodation, Open Arms Link will engage in an interactive process with the employee to determine whether reasonable accommodation can be implemented to allow the employee to perform his or her job duties.**

G. EMPLOYMENT STATUS

Employees must be 18 years old and completed at least high school or a GED program. Recognized home health care certification is preferred. Training in Recipient Rights, CPR/First Aid, PCP, Basic Medication training and other key classes must be completed within two weeks of hire date.

All employees of Open Arms Link will be classified as follows:

1. **Trainee.** The first 90 days of your employment is the Orientation and Training period. This period is to provide employees an opportunity to become acquainted with their fellow employees and to become familiar with the processes, procedures, and other requirements of working at Open Arms Link, including the most effective way to do their job assignments. It is also used to evaluate their work performance and capability for regular full-time or part-time employment or continued employment. During this period employees are ineligible to participate in most Open Arms Link fringe-benefit programs. If the employee fails to demonstrate the ability to meet job demands, or is otherwise determined to be unsuitable for work with Open Arms Link clients, Open Arms may terminate employment with or without cause.
2. **Regular Full-Time Employee.** A regular full-time employee is an employee who is scheduled to work a normal work week of at least 40 hours and who has completed the Orientation and Training period.
 - I. Designated **CMH** sleeper shift for full-time, part-time and temporary employees shall be paid at stipulated State of Michigan minimum wage rate. A sleeper shift is one in which the employee can sleep during work hours but obligated to attend to client as needs arises.
 - II. Employee training hours will be paid at minimum wage rate as stipulated by the State of Michigan.

3. **Regular Part-Time Employee.** A regular part-time employee is an employee who is scheduled to work a normal work week of less than 40 hours and who has completed the Orientation and Training period. The work schedule of a part-time employee may vary according to the circumstances.

H. REORGANIZATIONS AND REDUCTIONS IN FORCE

Various economic and operational contingencies may require Open Arms Link to reorganize and/or reduce its workforce. During such periods Open Arms Link, in its sole discretion, reserves the right to suspend regular employment policies and practices to take whatever actions it considers necessary to accomplish the reorganization and/or reduction in force efficiently and effectively, based on criteria it considers appropriate under the circumstances, which may include, but are not limited to, the following, notwithstanding any other provision contained in this Handbook:

- discharge or lay off employees and eliminate job classifications and positions
- combine or revise job titles and/or job descriptions
- create new job titles and/or descriptions
- fill any position vacated or created by the reorganization or reduction in force, using any criteria deemed appropriate by Open Arms Link

I. RIGHT TO PRIVACY AND ACCESS TO FILES

It is Open Arms Link's policy to collect only personal employee information that is relevant and necessary to perform essential business functions. For example, no records are to be gathered or maintained concerning your associations, political activities, personal publications, or communications or of your non-employment activities, unless it is submitted or authorized by you in writing and required for a regular business purpose.

Access to personal employee information is restricted to those with a legitimate need for such information in the performance of their job. Also, information about you will not be released outside Open Arms Link without your consent, with the exception of verification of your employment for credit approval purposes, information on employment dates for employment reference checks, and information which must be disclosed by law, court order, or on the request of an appropriate governmental authority.

You may examine your personnel records by submitting a written request to Simbarashe Chiduma, Open Arms Link Executive Director. If you believe the records are not accurate, you may place a statement of reasonable length in your file describing the facts as you see them. You may also obtain copies of any document in your personnel file upon written request.

Any disciplinary actions can be requested in writing to be removed from your personnel file after 3 years of their occurrence, provided there are no subsequent disciplinary actions recorded in your employment file during that 3-year period

Office furnishings and equipment, including keys, computers, cell phones, tablets, and other electronic equipment, are the property of Open Arms Link. Therefore, office and computer files, as well as electronic mail and transmissions, may be monitored and/or accessed by the Company as it deems necessary.

J. RESIGNATION

Employees are asked to give at least **two weeks' written notice** when they decide to resign their employment. Among other things, this provides an opportunity for the employee and Open Arms Link to explore the reason(s) for the resignation and whether corrective action or further support is appropriate and will influence the employee's decision, and also to allow time for Open Arms Link to locate, schedule, prepare and train a replacement for your assignment. However, Open Arms Link reserves the right to immediately accept the offered two-week notice and remove the employee from the work schedule. The last day the employee actually works will be considered the date of termination/severance from employment. **Accrued PTO will not be paid to employees who fail to provide at least two weeks written notice of their resignation and who fail to complete all scheduled shifts leading up to and including their date of termination/severance from employment.**

K. MANAGEMENT RIGHTS

Open Arms Link expressly retains and reserves the right to operate its programs as it determines advisable in its sole discretion. This includes, but is not limited to, the right to:

1. Hire, transfer, suspend, or discipline its employees and recommend separation from employment as Open Arms Link in its sole discretion, deems advisable.
2. Determine the work hours of the employee, assign the employee and lay off the employee as Open Arms Link, in its sole discretion, deems fit.
3. Management reserves the right to reduce work hours and transfer as the needs of the programs change or requested by a person served or guardian/family. During time of staffing shortages or other emergencies, mandatory overtime and/or working in another location will be required.
4. Determine starting and quitting times and the number of hours to be worked by employees.
5. Establish and change work schedules, location or work site, work standards and the methods or processes and procedures by which such work is to be performed by employees.
6. Determine the job duties of each employee, subject to change without written notice to the employee.

7. Manage its affairs efficiently and economically, including the determination of quantity and quality of support services to be rendered, the control of equipment to be used, and discontinuance of any support services or methods of operation.
8. Produce new equipment, methods, or processes, change or eliminate existing equipment, institute technological changes and decide on supplies and equipment to be purchased.
9. Determine the number, location, and type of programs, direct the work force, assign the type and location of work assignments and determine the number of employees assigned to operations.
10. Close, reduce or otherwise alter the scope of operation of any or all programs.
11. Select employees for promotion or transfer to other supervisory positions and determine the qualifications and competencies of the employees to perform the available work.

SECTION 3-RELATIONSHIP AND RESPONSIBILITIES

A. PERFORMANCE ON THE JOB

You are expected to do the very best job you can on every assignment you are given. This means **getting it done on time and getting it done right with a positive and friendly attitude**. It also means taking care of all the details surrounding the assignment so that others do not have to pick up the loose ends. Finally, it also means using good judgment, asking questions, anticipating problems, calling your supervisor when in doubt, taking the initiative to prevent the problems from occurring, and offering your ideas on how to get the job done better (collaboration).

Neglecting to carry out assigned responsibility or failing to complete or do some particular tasks will result in disciplinary action up to and including discharge.

Employees are required to clock in and out using the Axis Care App. If unable to clock in with the App the employee must use Missed Punch Forms .

You are also expected to work cooperatively with supervisors and coworkers. This will enable you to build a positive image and reputation with those around you.

B. ATTENDANCE AND PUNCTUALITY

One of the keys to the success of Open Arms Link is **good employee attendance and punctuality**. Therefore, it is important that you report to work as scheduled and be on time because we are all counting on you. We understand that unforeseen events and illness occur, and Open Arms Link as appropriate and in its discretion will make provisions for these conditions as they occur, however, it is the employee's ultimate responsibility to inform his/her supervisor as soon as possible of such event or illness so provisions can be made to cover their assignment, and or provide for the safety of the clients and other employees, depending on the nature of the event, illness, or situation. Your reputation for attendance and punctuality is an extremely important consideration in determining your readiness and capacity for more responsibility, and it will have a definite effect on your relationship with your coworkers and supervisor.

The general guidelines for absenteeism and tardiness are as follows:

1. All absences will be designated as either:

Excused Absence: absences approved by Open Arms Link in advance or absences due to unavoidable circumstances, as determined by Open Arms Link, such as hospital confinement; or

Unexcused Absence: all absences that are not excused.

2. When it is necessary for you to be absent from or tardy to work, you are required to notify your supervisor or, if your supervisor is not available the administrative offices of Open Arms Link, at least two hours before the beginning of the scheduled shift, of the reason for your absence or tardiness, an estimate of when you expect to return to work, and any unfinished work assignments that may require completion. Also, Open Arms Link reserves the right, in its sole discretion, to request written verification of the reason given for your absence or tardiness and, when job related and consistent with business necessity, the right to require that you be examined by a physician chosen by Open Arms Link to substantiate the nature and extent of any reported illness or injury.

3. Failure to notify your supervisor 2 hours prior to your shift that you will be absent will result in corrective action. A call-off violation occurs when an employee calls to be excused from work 2 hours or less before the employee's scheduled reporting time. Failure to call within the stipulated time may result in disciplinary action up to and including termination.

Failure to report to work without notifying your supervisor at all may be considered abandonment and result in disciplinary action up to and including discharge. Our supervisors are here to help support our employees and our clients and it is vital that each employee contact his/her supervisor if unable to report to work at the scheduled time. No call no show is subject to disciplinary action including termination.

4. Employees are expected to be at their designated workplace, ready for work at their scheduled starting times, including following any approved or scheduled breaks.

5. Excessive tardiness and absences, in the discretion of Open Arms Link, may also be cause for disciplinary action, up to and including discharge.

C. CONFLICT OF INTERESTS AND OUTSIDE EMPLOYMENT

Open Arms Link does not wish to infringe on the personal lives or affairs of its employees and respects the right of its employees to manage their personal affairs and other outside activities. However, employees assume certain obligations when they accept employment with Open Arms Link.

The basic underlying principle in conflict of interests is that employees must avoid any activity, investment, or interest, including outside or secondary employment that might adversely impact their job performance, interfere with their business judgment, or otherwise reflect unfavorably on the integrity or good name of themselves or Open Arms Link.

Outside employment is when an employee of Open Arms Link holds a position with another employer or operates another business or enterprise. Such secondary employment may have an adverse impact on the employee's job performance and ability to provide quality service on behalf of Open Arms Link to its customers. Therefore, employees must inform Open Arms Link of any secondary employment.

The intent of this policy is not to prohibit activities or conduct unless they are harmful to the interests of Open Arms Link or its customers. In most cases, questions involving such activities or conduct can be readily resolved by employees making full disclosure to Open Arms Link.

D. CONFIDENTIAL INFORMATION

During the course of your employment with Open Arms Link, you may be exposed to confidential information concerning Open Arms Link, its clients, and its business operations. Therefore, during or after your employment with Open Arms Link, you are prohibited from, directly or indirectly, disclosing, furnishing, or making accessible to any person, firm, corporation, or other entity, any confidential information obtained while employed by Open Arms Link, without the express approval of the Executive Director. Violation of this policy may result in disciplinary action up to and including termination from employment.

E .

NON-SOLICITATION

The Employee agrees that while employed by Open Arms Link the employee will not: **1)** Accept any home care, residential care, personal assistance, community living support, or nursing service business from, or provide any home care, residential care, personal assistance, community living support, or nursing service to, any client of Open Arms Link; **2)** Solicit, take away, or cause to be taken away any client of Open Arms Link; or **3)** Solicit, induce, or encourage any employee of Open Arms Link to terminate his/her employment with Open Arms Link or to accept employment with any competitor of the Open Arms Link.

F. SOLICITATION OR DISTRIBUTION

In the interest of efficiency and for everyone's protection, Open Arms Link. has adopted the following policy concerning solicitation by employees and non-employees:

1. The distribution of written material by employees or non-employees during work hours in work areas is prohibited. (Written material includes, but is not limited to pamphlets, booklets, newsletter and handbills.)
2. Verbal or written solicitation by employees or non-employees enjoining members to join, enlist or in any way become a part of any organization during work hours in work areas is prohibited. Organizations include, but are not limited to, those generally defined as fraternal, social, religious or political.
3. Solicitation and distribution of materials or literature by non-employees on employer premises is expressly prohibited at all times.
4. Administrative staff may approve certain fund-raising events.
5. Employees are not allowed to sell items (i.e. Avon, etc.) to the people we serve.
6. Solicitation facilitated through telephone or electronic communication systems; other solicitations through Open Arms Link's telephone or computer/electronic systems are prohibited.

Violation of this policy will result in disciplinary action up to and including separation of employment.

G. USE OF THE INTERNET AND SOCIAL MEDIA

INTERNET AND SOCIAL MEDIA USE: Access to the Internet has been provided to certain staff members for the benefit of Open Arms Link and its clients .

Social media includes, but is not limited to, all means of communicating or posting information or content of any sort on the Internet, including the following forums: blogs, podcasts, discussion boards, on-line collaborative information and publishing systems that are accessible to internal and external audiences (i.e., wikis), RSS feeds, video sharing, personal websites, and social networks like Facebook and Twitter.

The employer respects the legal rights of our employees, and this policy is not intended to, nor will it be applied to, limit those rights. Activities inside or outside of work that affect the employer's interests in confidential or proprietary information, or the privacy, comfort and safety of our customers and employees is the proper focus for this policy. What an employee writes online can be read by anyone, and to the extent that an employee's personal behavior negatively impacts the employer's interests, the employer has the right to take disciplinary action against the employee up to and including termination.

Each such staff member has a responsibility to maintain and enhance Open Arms Link's public image and to use the Internet and Social Media in a productive manner.

To ensure that all employees are responsible, productive Internet users and that they are protecting Open Arms Link's public image, the following guidelines have been established for using the Internet:

1. Acceptable Uses. Employees accessing the Internet through Open Arms Link are representing Open Arms Link. All communications should be for professional reasons. Employees are responsible for seeing that the Internet is used in an effective, ethical, and lawful manner. Internet relay chat channels may be used to conduct official Company business or to gain technical or analytical advice. Databases may be accessed when information is needed. Electronic mail (e-mail) may be used for business contacts.

2. Unacceptable Uses. The Internet should not be used for personal gain or advancement. Solicitation of non-Company business, or any use of the Internet for personal gain, is strictly prohibited. Use of the Internet must not disrupt the operation of Open Arms Link's network or the networks above the users. It must not interfere with your productivity. Restricted sites (including but not limited to: pornography, dating, personal social media sites, and sites selling weapons, drugs, or alcohol) are strictly prohibited.

Employees are expected to practice good judgment in their social media use and are responsible for all the content they publish on social media forums.

Work Interference. Any personal social media use that unreasonably interferes with an employee's job or work commitments is strictly prohibited.

Egregious Behavior Any social media use that violates the employer's discrimination or harassment policies is strictly prohibited. This includes comments and images that are vulgar, obscene, defaming, threatening, intimidating, or harassing, or comments or images that in any way target someone on the basis of age, race, religion, sex, ethnicity, nationality, disability, pregnancy or other protected classes, status, or characteristic. Show proper consideration for others' privacy and for topics that may be considered objectionable or inflammatory such as politics and religion.

Solicitation. Harassing or unreasonably pressuring other employees to connect with you via social media is strictly prohibited.

Confidential Information. Do not use social media to disclose confidential or proprietary information about the employer or its clients. This information includes trade secrets, internal business-related confidential communications, pending reorganizations, and client news. It does not include information about terms and conditions of your employment. Employees must comply with all HIPAA regulations and employer confidentiality procedures.

Intellectual Property. Employees must respect all copyright and other intellectual property laws. The commercial use of any employer's protected intellectual property, including trademarks, logos, and photographs, on social media forums without permission is strictly prohibited.

Representations. Representing any opinion or statement as the policy or view of the employer, or of any individual in their capacity as an employee, or otherwise on behalf of

the employer is strictly prohibited. Employees are responsible for ensuring that statements are not construed as a representation made on or on behalf of the employer. If an employee's use of social media may be reasonably construed as a representation made on behalf of the employer, the employee must expressly state: "These statements are my own and do not represent Open Arm Link's positions, strategies or opinions."

3. Employee Responsibility. Each employee is responsible for the contents of all text, audio, or images placed or sent over the Internet. Fraudulent, harassing, or obscene messages are prohibited. All messages communicated on the Internet should have your name attached. No messages will be transmitted under an assumed name.

4. Security. All messages created, received, or retrieved over the Internet are the property of Open Arms Link and should be considered public information. Open Arms Link reserves the right to access and monitor all messages and files on the computer system as deemed necessary and appropriate.

5. No Disparagement. Use of the internet and/or social media to disparage the Company or co-workers or to disclose information about clients by Open Arms may lead to disciplinary action including termination.

6. Reportine Violations of Policy

Duty to Report All employees have a responsibility to immediately report to their supervisors any violation of this social media policy.

No Retaliation. The employer prohibits taking negative action against any employee for reporting a possible violation of the social media policy or for cooperating in an investigation. Any employee who retaliates against another for reporting a violation or for cooperating in an investigation will be subject to disciplinary action.

SECTION 4-OTHER EMPLOYMENT REGULATIONS

1. Acceptance of Gifts and Loans.

Open Arms Link prohibits employees from accepting gifts from consumers. Further, employees are not permitted to borrow money or personal belongings from consumers, family members of consumers, or fellow employees, under any circumstances. Theft of anyone's personal or company property is strongly prohibited and will result in termination after confirmed through interviews, inspection, and investigation.

2. Accidents.

If an employee is involved in an accident or sustains an injury while working for Open Arms Link, he or she must complete an incident report. If the employee requires medical attention, please contact your supervisor, or if unavailable, Simbarashe Chiduma, Open Arms Link

Executive Director for instruction on how to obtain treatment. Do not wait to report the accident.

3. Anti-nepotism.

Members of the immediate family of an employee or person(s) residing in the same household as a current employee will not be hired or promoted into a position where one will exercise control over the job performance of another.

In any site employing more than one person from the same family, Open Arms Link reserves the right to reassign employees .

5. Children at Work

While at work, employees are expected to devote their full attention to assigned job responsibilities, therefore, children or other family members are not allowed to accompany or stay at work with employees. Due to liability issues that can occur from having minor children in the workplace, or in a client's home, bringing your children to work is strictly prohibited.

6. Confidentiality

Each consumer has a right to confidentiality. By accepting employment with Open Arms Link, employees are placed in a position of trust with regard to information about the clients we serve. Employees must be constantly aware of the confidential nature of information regarding clients. HIPAA as well as Michigan law mandates (Under Act 218 of 1979) that each employee protects confidential client information. This policy as amended must be provided to all employees along with a job description. Employees must sign a statement verifying that they have received and reviewed a copy of this act and their job description.

All reporting and data which pertain to testing, care, treatment and reporting and research associated with serious communicable diseases or infection of HIV, AIDS and acquired immunodeficiency syndrome related complex are considered confidential. Any employee who releases such information in any form pertaining to a consumer's **HIV** status is punishable by imprisonment for not more than one year, a fine of not more than \$5,000.00, or both; and is liable in a civil action for actual damages or \$1,000 whichever is greater, costs and reasonable attorney's fees. If anyone contacts you about a consumer for which this section is may be applicable, immediately direct the person to Open Arms Link Director.

Information concerning consumers or employees should not be released, whether written, oral or via telephone, to any individual or agency without the express approval of the Executive Director or the designated supervisor. Information concerning the consumers or employees is not to be discussed outside the workplace. Discussion of issues concerning consumers in public places and /or other residential work sites is prohibited. If an employee is found to be divulging confidential information, disciplinary action up to and including termination from employment will result.

7. Documentation

Under our contracts with CEICMH and other funding agencies, Open Arms Link and other providers are required to substantiate the hourly services we provide with documentation. Thus, Open Arms Link requires staff to sign off for completion of all daily clinical plans.

If staff does not sign off for documentation completed for the shift worked, Open Arms Link reserves the right to put in place disciplinary action until required documents are completed. If staff signs off that the daily clinical documentation was completed and it is found that the documentation was not completed, disciplinary action including termination will result.

If staff has not been trained on the consumers' clinical plans, this should be brought to the attention of Open Arms Link in writing. **Neglecting to complete assigned responsibility or failing to complete or do some particular task will result in disciplinary action up to and including termination from employment ..**

8. Disciplinary actions

On occasion, it may be necessary to discipline or terminate an employee for improper conduct or failure to adequately perform their duties. **Open Arms Link is an at-will employer and may terminate any employee at its discretion.** It should be noted that it remains the sole and absolute discretion of the employer as to whether to impose discipline, and to determine the severity of the discipline (including termination).

The types of conduct that may be subject to disciplinary action include, but are not limited to:

- 1) Falsifying employment or other employer records.
- 2) Violating the employer's nondiscrimination and/or sexual harassment policy.
- 3) Soliciting or accepting gratuities from clients or their family members.
- 4) Excessive absenteeism or tardiness.
- 5) Unauthorized absence from the workstation during the workday.
- 6) Excessive, unnecessary, or unauthorized use of employer supplies or telephone lines, particularly for personal purposes.
- 7) Reporting to work intoxicated or under the influence of alcohol, marijuana or illegal drugs; the illegal manufacture, possession, use, sale, distribution or transportation of drugs.
- 8) Bringing or using alcoholic beverages or marijuana on the employer's property or using alcoholic beverages or marijuana while engaged in employer business off the employer's premises.
- 9) Fighting or using obscene, abusive, or threatening language or gestures.
- 10) Theft or deliberate or careless damage of property of the employer or property of an employee or client.
- 11) Possession of firearms or other dangerous weapons at the workplace.
- 12) Disregarding safety or security regulations.
- 13) Insubordination, disrespect or refusal to follow employer policies or instructions.
- 14) Failing to maintain the confidentiality of employer or client information.
- 15) Unauthorized use of employer or client property, telephones or technology for personal use.
- 16) Engaging in any conduct that would or could damage the employer's reputation.

The types of discipline that may be implemented in response to improper conduct are:

- 1) Verbal warning
- 2) Written warnings
- 3) Additional Training (if applicable)
- 4) Suspension; or Termination

Open Arms Link does not adhere to a progressive disciplinary policy. Open Arms Link may elect the type of discipline to be applied in any particular case at its discretion regardless of any past discipline imposed.

When disciplinary action is taken, the Executive Director, or designated supervisor, or site coordinator will advise the employee of any action taken in writing. The Director or designated supervisor will meet with the employee to discuss the action taken and the employee will be asked to sign the written action. A copy will be placed in the employees' personal record and a copy given to the employee for their records.

All disciplinary action taken will remain a permanent part of the employee record for the term of their employment with Open Arms Link subject to our personnel file policy regarding expungement after three years upon request and no subsequent disciplinary actions..

In the event an employee is terminated from Open Arms Link, they will not be eligible to receive accrued PTO.

9. Employee honesty and integrity

As a new employee, you have been hired by Open Arms Link under the impression that your honesty and integrity are of the highest level. In the event however, that an employee observes another employee taking property of Open Arms Link without authorization, or misusing it, it becomes the observing employee's responsibility to notify Open Arms Link through their supervisor of this occurrence. Property, equipment, or supplies of Open Arms Link are not to be removed from the company's premises by any employee without express permission to do so from the Executive Director or a designated supervisor.

10. Dishonesty: Dishonesty is defined as to act without honesty. It is used to describe a lack of probity, cheating, lying or being deliberately deceptive or a lack in integrity, knavishness, corruption or treacherousness. Dishonesty is the fundamental component of a majority of offenses relating to the acquisition, conversion and disposal of property (tangible or intangible) defined in criminal law such as fraud. The common situations involving dishonesty in the workplace for which an employee may be discharged are:

- I. Aiding or abetting another in committing a dishonest act.
- II. Cash misappropriation-stealing from a client or his or her guardian, friend or family.

- III. Cash shortage in client or house funds.
- IV. Conversion of employer's or others' property
- V. Destruction of employer's records.
- VI. False statements about coworkers or employers.
- VII. Falsification concerning work, or work records including timecards. This is considered Medicaid Fraud and may result in a lifetime ban from future employment in the health or residential care industries.
- VIII. Falsification of work application.

11. Scheduling :

a) Work schedule

Licensed adult foster care facilities are required to provide personal care, protection, and supervision of consumers 24 hours a day, seven days a week. Coordinators, managers, and administrative supervisors are responsible for the scheduling of sites and homes. Schedules will be posted weekly or bi-weekly in group homes but may be changed to accommodate consumer needs as well as staffing emergencies at the sites.

b) **Leave of absence:** Any request for a leave of absence, other than under the FMLA (see below) must be submitted on an Open Arms Link Leave of Absence form to the coordinator or immediate supervisor or home manager four weeks in advance of a requested leave.

The administrative supervisor or manager will typically authorize or deny the leave within 48 hours or more of the request. Submitting a request for leave does not mean the request is approved. If the employee does not receive a reply after 48 hours, he/she is advised to contact the Executive Director and notify him/her of their supervisor's lack of response.

Non-FMLA is unpaid, unless the employee is required to use accrued PTO, and Open Arms Link is under no obligation to return the employee to his or her former job title, work assignment or rate of pay.

12. Trading Hours:

a) Employees may trade hours in accordance with the following guidelines:

I. A Completed Employee Trade Request is completed with the following information:

- o The dates and times of the proposed trade.
- o The signatures of both employees agreeing to the trade.

II. The form is submitted to the site coordinators or supervisor or home manager in advance.

III. The trade should not result in overtime for either employee, unless approved by the supervisor.

IV. Full time employees may offer hours to part time employees without accepting hours in trade as long as no overtime results for either employee.

V. When trading hours, it is the responsibility of the employee to locate their own replacement and to notify the supervisor in accordance with the guidelines aforementioned.

13. Call/No show

- a. All no call no shows **will result in disciplinary action up to and including discharge. (See Section 3.B. for details.)**

14. Vacation policies and paid time off ("PTO")

Paid Time Off: General Policy

Open Arms Link offers an all-purpose PTO benefit, meaning that accrued PTO may be used for vacation time, sick time or for personal reasons.

Accrued PTO time **MUST** be taken, the employee cannot receive PTO pay in lieu of days taken off. (No cash payouts)

PTO **MUST** be taken before the next anniversary date. If it is not taken before the "anniversary date" any unused hours will be lost.

The employer requires that all PTO be used prior to, or as part of, any "Leaves of Absence"

Management must receive your request for planned use of PTO 3 weeks prior to your planned time off.

If PTO is taken due to illness of the employee or an immediate family member of the employee, or for other reasons that may be documented and would serve as a basis for taking paid medical leave under Michigan law, without the required advance notice, the employee will be required to provide a note from his or her healthcare provider, or other appropriate authority, to verify the need to be absent from work.

PTO hours will accrue 90 days after the start date of employment .

- **All employees will earn one hour of sick time for every 30 hours worked. For full-time employees, this equates to 72 hours of sick leave per year, accrued over time. New hires will have a three-month waiting period during which sick time will accrue but cannot be accessed until the completion of their first three months.**
- **Employees with four or more years of tenure will receive 86 hours of PTO/sick leave annually.**

If an employee goes from full time to part time employment any unused PTO must be taken in the next 6 months. From that time on their annual PTO accrual will be 20 hours as stated in the part time section of this policy using their anniversary date as established while full time.

15. FAMILY AND MEDICAL LEAVE OF ABSENCE (FMLA)

BASIC LEAVE ENTITLEMENT

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

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

For the birth of a child of an Employee and to care for the newborn child or because of the placement of a minor child with the Employee for adoption or foster care, the Employee's entitlement to family medical leave expires at the end of the 12-month period beginning on the date of the birth or placement.

For purposes of complying with this federal law, Open Arms Link has adopted the following method to determine when the 12-month period shall begin and end. The 12-month period is measured forward from the date the Employee first commenced an FMLA leave. For example, if an Employee left on his or her first FMLA leave on February 1, 2023, he or she is eligible again on February 1, 2024.

MILITARY FAMILY LEAVE ENTITLEMENTS

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, 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 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 that may render the service member medically unfit to perform his or 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.

BENEFITS AND PROTECTIONS

During FMLA leave, Open Arms Link must maintain the employee's health coverage, if applicable, under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Upon return from family medical leave, an Employee is entitled to be returned to the same position the Employee held when leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

Key Employees may not be entitled to reinstatement rights. By definition, a key Employee is among the 10% highest paid Employees employed by the Employer within 75 miles of the Employee's work site.

The denial of key Employee restoration rights is allowed where substantial and grievous economic injury to the operations of Open Arms Link may result. The determination of whether a key Employee status exists will be made at the time the request for family medical leave is made.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

While an Employee is on family medical leave, and if applicable, Open Arms Link will continue to maintain existing group health plan coverage. In the event that the health plan or benefits change, Open Arms Link will notify the Employee of the new or changed benefits.

Any share of health plan premiums which have been paid by the Employee prior to family medical leave will continue to be paid by the Employee during the family medical leave period. Thus, payment would be due at the same time as it would be made if by payroll deduction.

The Employee's failure to pay his or her portion of any health insurance premium may result in loss of coverage while on family medical leave. Under the FMLA Open Arms Link may at its discretion, pay the Employee's share of any missed premiums. Should this occur, Open Arms Link will recover this amount from the Employee upon his or her return to work. If coverage lapses due to non-payment, restoration of all coverages and benefits will begin upon return to work. This restoration will be equivalent to those coverage's that the Employee would have had if leave had not been taken and the premium payment had not been missed.

Open Arms Link also reserves the right to recover its share of health plan premiums paid during a period of unpaid family medical leave from an Employee if the Employee fails to return to work after the Employee's family medical leave entitlement has been exhausted or expires, unless the reason the Employee does not return is due to:

1. The continuation, reoccurrence, or onset of a serious health condition which would entitle the Employee to leave under Family and Medical Leave; or
2. Other circumstances beyond the Employee's control.

ELIGIBILITY REQUIREMENTS

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by Open Arms Link within 75 miles.

Bona fide executive, administrative or professional employees who have worked Open Arms Link for at least 12 months will be presumed to have worked 1,250 hours during the previous 12 months. The determination of eligibility for the Family and Medical Leave Act is made at the time that the Employee's leave would begin.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health

care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the 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 3 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. Other conditions may meet the definition of continuing treatment.

USE OF LEAVE

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis. Employees must take any accrued Flex-Time while taking FMLA leave.

EMPLOYEE RESPONSIBILITIES

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for Open Arms Link to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform Open Arms Link if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

EMPLOYER RESPONSIBILITIES

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, Open Arms Link must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA protected and the amount of leave counted against the employee's leave entitlement. If Open Arms Link determines that the leave is not FMLA-protected, Open Arms Link must notify the employee.

Once an Employee makes a request for family medical leave, Open Arms Link will provide specific notice including but not limited to the following:

1. That the leave will be counted against his or her annual family medical leave entitlement;
2. Any requirements for the Employee to furnish medical certification of a serious health condition and the consequence of failing to do so;
3. The Employee's right to substitute paid leave and whether Open Arms Link will require the

substitution of paid leave and the conditions related to any substitution:

4. Any requirement for the Employee to make any premium payments to maintain health benefits and the arrangements for making such payments;
5. Any requirement for the Employee to present a fitness for duty certificate to be restored to employment;
6. The status as a key Employee, if applicable, and potential consequence that restoration may be denied following family medical leave;
7. The Employee's right to restoration to the same or an equivalent job on the return from leave;
8. The Employee's potential liability for payment of health insurance premiums paid by Open Arms Link during the Employee's unpaid family medical leave if the Employee fails to return to work after taking family medical leave; and

The notice may include other information such as whether Open Arms Link will require periodic reports of the Employee's status of intent to return to work.

16. MILITARY LEAVES OF ABSENCE

The following military leaves of absences are available for eligible employees:

1. **Military Reserve Training.** Military leave, without pay, will be granted to all employees in the active reserve, in accordance with state or federal law. A copy of military orders must be presented to Open Arms Link. On returning to work, the entire period of the leave, but not more than 90 days unless involuntarily extended, will be computed in determining length of service or seniority.
2. **Active Military Service.** Employees who enter into active military service, either through enlistment or draft, will be granted a leave of absence, *without pay*, in accordance with prevailing state or federal law. The leave will be for the term of the initial enlistment, unless the additional service is involuntary. Also, the entire period of the leave will be included in computing length of service or seniority, provided the employee applies for reemployment within the period specified in the leave.

17. BEREAVEMENT LEAVE

The time that you take off work after the death of a loved one is called bereavement leave. This time off is meant to help you get through the initial shock of your loss, make funeral arrangements, or attend the funeral, and for mourning.

Eligibility

All full-time (40 or more hours per week), active employees are eligible under this policy.

Procedures

An employee who wishes to take time off due to the death of an immediate family member should notify his or her supervisor as soon as possible. If an employee, with

permission from his or her supervisor, leaves work early on the day he or she is notified of the death, that day will not count as bereavement leave.

In addition to bereavement leave, an employee may, with his or her supervisor's approval, use any available vPTO for additional approved time off as necessary.

Bereavement leave will be granted as follows :

Employees are allowed up to three consecutive days off from regularly scheduled duty **without pay** in the event of the death of the employee's spouse, domestic partner, child, stepchild, parent, stepparent, father-in-law, mother, mother-in-law, son-in-law, daughter-in-law, brother, sister, stepbrother, stepsister, or an adult who stood in loco parentis to the employee during childhood.

18. Sleeping on duty

Unless designated as a "sleeper" on an overnight shift, sleeping on duty is strictly prohibited by Open Arms Link, and the safety, security and well-being of the client(s) is the responsibility of the caregiver/employee, who must be awake, alert and ready to respond and provide care as needed throughout their shift day or night. Any employee found sleeping, dozing, or resting their eyes is subject to disciplinary actions up to and including termination from employment.

Sleeping at work may result in disciplinary action up to and including termination from employment.

19. Smoking

Smoking is prohibited in all Open Arms Link facilities (AFC homes), consumer's homes and independent living facilities owned or rented by CMHCEI or other funding agencies. If cigarette butts or cigarettes are found in the home or work site, disciplinary action will result. Smoking is also prohibited in all Open Arms Link work vehicles.

Any staff person needing to smoke must do so outside of the home or work site (a smoking jacket or outer covering is preferred when smoking, so it can be removed when the employee returns inside the home.

All staff must wash their hands after smoking a cigarette to reduce the client's exposure to bacteria and carcinogens (regardless of whether or not the client is a smoker). More than one staff person shall not take "smoking breaks" at the same time. Further, staff are not permitted to smoke outside with the exterior doors open.

Smoking is prohibited in the staff's vehicle when the client is in the vehicle.

Smoking breaks or breaks of any kind should not exceed 15 minutes and should not be taken more frequently than once every four hours.

Smoking is prohibited at all children and independent work sites. In the event the parent/guardian grants permission, all smoking and 'smoke breaks' should be conducted outside the work site.

20. Staff Consumer interactions

Whenever a consumer states that they do not like something staff is doing, staff should immediately stop the behavior the consumer is complaining off (teasing, wrestling, horseplay, etcetera, can all be misconstrued and are prohibited). Inappropriate consumer interactions may include but is not limited to the following:

1. Touching of consumers or consumers touching staff in any manner other than for hygiene and grooming purposes/or means acceptable by community standards (i.e. handshaking, pats on the back, etc.) is prohibited. Prohibited touching includes tickling, foot and back rubs, etcetera unless the particular conduct is expressly stated in the consumer's individual treatment plan.
2. Sending consumers on personal errands or allowing /or asking them to purchase dinner, cigarettes, etc. for yourself or any staff member is strictly prohibited.
3. Consumers are strictly prohibited from baby- sitting or doing any personal chores for staff at any time. This includes laundry, fixing food, washing vehicles, etc.
4. Anything a consumer does for a staff member by request must be compensated. Moving, mowing, laundry, or any other chores are all included. Never ask a consumer to perform personal service for you.
5. Borrowing personal items or money from consumers is strictly prohibited.
6. Accepting gifts from consumers is also strictly prohibited.
7. Maintenance jobs or household tasks are not to be assigned by staff unless the consumer will be paid for their work and/or as directed in the plan of service. If maintenance jobs are arranged, the payment plan must be authorized by the Director or designated supervisor. In licensed facilities, these jobs may be assigned if included in the consumer's individual treatment plan.
8. Examples of maintenance jobs: mowing, raking leaves, shoveling snow, paperwork, cleaning staff bathrooms, bedrooms, doing staff dishes, washing vehicles, sweeping parking lots, trimming bushes, painting.
9. Examples of house jobs: dusting, washing windows, mopping floors, vacuuming, cleaning bedrooms, dishes, dinner prep, written goals and objectives.

The purpose of household jobs is how to teach consumers how to do the job, with staff leadership, feedback, and direction. This provides consumers with skills they will need to succeed independently. These skills also give consumers pride in accomplishment, a feeling of ownership, control and pride in their home, a feeling of belonging and family. These tasks are never to be completed by consumers for punitive reasons. Household jobs should never be assigned to a consumer if they are over and above what is expected of all consumers living in the home on a daily basis. Praise should be delivered liberally to help consumers feel successful and proud of their accomplishments.

All work performed by a consumer must be in accordance with their written assessment plan.

21. Taking consumers home.

Open Arms Link strictly prohibits employees from taking consumers to their homes or to any other personal family, or friend's home or family or friends place of work unless there is a written guardian approval and it is included as part of the consumer's treatment plan, If an employee fails to abide by this policy, the employee significantly compromises their own liability should accident, injury or death result to the consumer.

22. Telephone calls

Use of Open Arms Link's telephones, or phones located in client homes for personal business is discouraged. However, it is understood that sometimes it is unavoidable. In the event that an emergency arises and an employee must take a personal call at work, the call should be limited to no more than five minutes.

All employees who own a cellular phone or other electronic device used for communication MUST turn them off during working hours unless extenuating circumstances exist and express permission has been given by Open Arms Link administration staff, coordinator, home manager, designated supervisor to use the electronic device during scheduled work hours.

All long-distance calls from which are business related shall be recorded on the long-distance log maintained in the home. Long distance charges to Open Arms Link accounts by any employee for their personal use are strictly prohibited. If this policy is violated, the employee will be expected to reimburse Open Arms Link for the amount of their phone call on the company's telephone bill.

23. Training

All necessary training required by **CMH**, any governmental entity, and/or Open Arms Link **must be completed**. All tests required must also be successfully completed. Any employee unable to complete the required training classes will not be allowed to work independently until they can successfully complete the course work required.

Employees will be scheduled for required training sessions by their site coordinator /manager and will be provided any reading materials to be completed prior to attending the session.

Employees unable to attend sessions for any reason must notify their supervisor at least 24 hours in advance, except in the case except in the case of extreme illness or emergency.

Employee training hours will be paid at minimum wage rate as stipulated by the State of Michigan.

Employees attending required training sessions will be given a completed Training Attendance Form. This form, in addition to **any reading materials provided**, must be turned in to the site coordinator or home manager along with the employee work log for the pay period during which the training was held/attended. Employees failing to successfully complete scheduled training must re-take their course on their own time and will not be paid for their time in attending the training after they have failed to complete the course once.

Training not completed within one year of hire will result in termination of the employee from Open Arms Link unless there are extenuating circumstances which prevented the employee from completing the required training. This determination will be left to the sole discretion of the Director or designated supervisor.

All employees must attend all regular and special **staff meetings** and special in-service training sessions that may be held at the site or home unless they have been excused by their immediate supervisor. Documentation of in-home, in-service attendance will be recorded in the employee

personal record. Permission by the supervisor to be absent from staff meetings or in-service does not constitute blanket approval.

24. Transportation

All Open Arms Link staff will be expected to assist in transporting consumers to and from day programs, family visits, community outings, etc. This policy pertains to transportation in employee's personal vehicles and vehicles owned by Open Arms Link. It is required that all employees possess a valid driver's license or chauffeur's certification, as required by law.

Employees must be insurable under the employer's automobile insurance policy. Employees must provide a copy of their driver's license to Open Arms Link.

Any employee using their personal vehicle to transport a consumer **MUST** maintain automobile coverage on their personal vehicles with policy minimums of \$100,000/\$300,000. All occupants in any vehicle shall be properly restrained as required by law. **Employees must provide a copy of their driver's license to Open Arms Link at least annually. Non-clients should NOT be in the vehicle when the employee is working. Only ONE client with ONE staff is allowed in one vehicle at a time except for OAL sanctioned GROUP outings.**

Any employee whose driving record reveals any of the following will be cause for termination or reassignment:

- I. Currently suspended driver's license
2. Three "at fault" accidents within three years not resulting in conviction.
3. Accumulation of 9 or more points within a two-year period.
4. A single conviction of a 6-point violation or any of the following infractions:
 5. "At fault" accident resulting in a conviction.
 6. Felonious use of a vehicle.
 7. Operating a vehicle under influence of drugs and alcohol.
 8. Operating a vehicle while impaired.
 9. Fleeing an accident.
 - 10 Reckless driving.
 11. Fleeing an officer.
1. An employee who becomes incompetent to drive or is inflicted with a mental or physical infirmity will not be permitted to drive any vehicle owned by Open Arms Link, provided such disability constitutes a threat to public safety. Evaluation of competency and ability will be determined by appropriate medical opinion.
2. Employees not categorized above will be permitted to operate the vehicles of Open Arms Link, or use their own vehicle, and will be required to sign the Statement of Driver responsibility.
3. Staff and drivers agree to immediately notify Open Arms Link of any traffic tickets or other citations involving an automobile in which staff or drivers are found to be responsible, at fault, or guilty.
4. Motor vehicle driving records will remain as part of the employee's personnel record.
5. Open Arms Link, reserves the right to modify, add, or delete from this policy as determined solely by Open Arms Link.

6. Staff will NOT be required to transport consumers in personal vehicles if the consumer has a history of being, or is believed to be, potentially dangerous. When clinically indicated, consumers will be transported only by staff members of the same sex or accompanied by an approved third person of the same sex as the consumer.
7. If the consumer is seriously out of control, and staff feel as though they cannot safely transport the consumer, contact your supervisor for further direction. An ambulance may be called to transport the consumer to the Emergency Service for evaluation and support.

All employees must inform Open Arms Link immediately of any change in their driver's license status, their qualifications under the Open Arms Link policy stated above, and /or the employee's automobile insurance policy. Failure to notify Open Arms Link of a loss of driver's license or lapse in auto insurance is a dismissible offense.

25. Visitors

No visitors of employees other than those authorized are allowed at any work site or group home without permission from the immediate supervisor, Executive Director, or the designated supervisor. Visitation will be permitted for clients during normal waking hours or at other times consistent with the client's plan of service.

26. Media Releases

Information of any kind regarding consumers or Open Arms Link is not to be given to the media. Any contact made by newspapers, television stations, radio stations etc. should be referred to the Open Arms Link Executive Director. The employee must immediately notify the Executive Director of such contact. Staff must never release the personal telephone number of any staff member, including supervisory staff. No media personnel should be allowed in any group home or site operated by Open Arms Link without express approval of the Executive Director or designated supervisor. At no time should staff provide confidential consumer information, including names, health conditions or other identifying information to the media.

27. Medical Evaluation

Open Arms Link reserves the right to require the employee to submit to medical examination when job related and consistent with business necessity from a physician selected by Open Arms Link at the company's expense. Open Arms Link also reserves the right when job related and consistent with business necessity to require an employee who is presently working, and is not on any leave of absence, to provide a physician's statement verifying that they are physically and emotionally capable of performing required job responsibilities. This right is reserved at Open Arms Link's sole discretion and will be done at the company's expense.

28. Wage increases

Wage increase shall be provided at the sole discretion of Open Arms Link.

29. Paychecks

A. Open Arms requires employees to sign up for direct deposit. If the employee has not signed up for direct deposit paychecks will be ready for pick up on scheduled pay days at 8161

Executive Ct, Ste 130, Lansing, MI 48917. Employees may request that paychecks be mailed if desired. Any employee wishing to have another person pick up their paycheck must submit a written statement to the finance department, giving another individual permission to pick up their check. Employees are asked to sign for their checks and any other that they may be authorized by others to pick up for their site or home.

In the event that the employee feels there is an error on their check, they should immediately contact the Finance office during office hours (M-F: 9a-4p). If an error is found and it is the fault of Open Arms Link, the error will be corrected immediately. If the error is the fault of the employee, the error will be corrected during the following pay period.

B. Federal wage and hour: law requires that overtime is paid to employees for all hours worked over 40 in a workweek. The key word here is "worked." Pay for hours that are not actually worked, such as PTO is not considered hours worked so it does not go into an overtime calculation.

30. Recognized Holidays

The following holidays from 12:00 a.m. through 11:59 p.m. are recognized by Open Arms Link as holidays and any employee who works on these dates will be paid time and one half for the hours worked during the recognized holiday period:

1. New Year Day
2. Easter
3. Memorial Day
4. July 4th
5. Labor Day
6. Thanksgiving
7. Christmas

31. Personal Equipment and valuables

Open Arms Link does not provide insurance coverage for personal property brought onto work premises and cannot be held responsible for loss or damage to such items. The safety of vehicles parked at work sites is the responsibility of the owner. Open Arms will not be liable for any damage or theft of property at the worksite.

32. Firearms and Weapons.

Employees of Open Arms Link, may not carry, possess, or store any weapons or firearms on work premises.

33. Pets Employees may not bring pets into the premises of Open Arms Link without prior express permission from Open Arms Link Director or designated supervisor. Any damage or injury occurring as a result of the pet's visit shall be the sole responsibility of the employee.

34. Worker's Compensation.

If an employee is injured on the job, the injury must be reported to the Human Resources Coordinator, or a designated supervisor and an incident report must be completed immediately. When the injury requires doctor's attention, the employee's supervisor will arrange for the employee to receive medical treatment. The supervisor should call ahead to authorize treatment under Open Arms Link Workers' compensation Policy. Open Arms is registered with Work Health, 940 East Mt Hope, Lansing, MI 48910 (517-327-5220) to provide treatment for employees injured at OAL worksite. Employees will need a Work Health form to take to the medical appointment.

35. Dress Code

Open Arms Link employees are expected to maintain a high standard of neatness, cleanliness, and personal hygiene. Employees are expected to arrive to work neat, clean, and appropriate clothing for an occasion. No exposed jewelry; earrings, necklaces, nose rings, dangling earrings, or hooped rings due to safety concerns. Employees are expected to wear a closed toed shoe while on duty. Employees who work in Administration are expected to dress business casual. Open Arms Link reserves the right to change or modify the dress code as we deem necessary.

36. Break Policy

Open Arms licensed homes are staffed as needed according to the resident care plans. In that sense if a staff takes a break, technically the home may be understaffed. In that regard, OAL employees are required to respond to residents' care needs if they are on break. Open Arms employees may take a few minutes break here or there, with the manager's knowledge and permission, to smoke or make a phone call, but they must always be available to immediately respond if a resident needs assistance. Going out to sit in a vehicle, or otherwise taking a break where residents cannot be supervised, may result in a staffing ratio violation and resident safety concerns.

SECTION 5-PROCEDURE

Abuse and neglect reporting procedure. It is the policy of Open Arms Link, to safeguard and ensure that reporting to the appropriate legal and regulatory entities is done in such a way as to not hinder or impede any investigation into suspected or alleged incidents of abuse or neglect.

A. Employee responsibilities:

As soon as an employee or volunteer becomes aware of, or suspects neglect or abuse (or a situation that presents an opportunity for an incident of neglect or abuse), they should:

- I. Immediately take action to protect, comfort, and assure treatment for the consumer as necessary.
- II. Immediately notify the designated supervisor of the apparent serious injury.

- III. Report the incident on CMH/DHS INCIDENT, ACCIDENT, ILLNESS, DEATH OR FIRE REPORT, in including any indication that abuse or neglect may have been involved; and to give the designated supervisor as soon as possible, but never later than, the end of the shift during which the incident occurred.
- IV. Employee(s) shall be available following all reported incidents to answer any questions by Open Arms Link, supervisory staff, **CMH** officials, Bureau of Regulatory Services investigations, local police, and any other person who may be investigating the complaint.

B. Supervisory Responsibilities:

- I. The supervisor shall immediately contact the Executive Director , **Simba Chiduma: 517-455-8300 or Masline Chiduma: (Licensing Administrator) 517-862-6411 or Office number 517-203-5807.**
- II. **The supervisor shall ensure that notification is completed as follows:**
 - 1. Client parent and/or guardian-must be notified at the time of the incident by telephone
 - 2. **BCHS** licensing consultant-a telephone call must be made to the appropriate consultant immediately. If the consultant is not immediately available, a voice mail message should be left, briefly outlining the incident, the action taken, and the proposed follow-up. The message should also include a return telephone number.
 - 3. **CMH** Case Manager-a telephone call must be made to the appropriate consultant immediately. If the case manager is not immediately available, a voice mail message should be left, briefly outlining the incident, the action taken, and the proposed follow-up. The message should also include a return telephone number.
 - 4. **CMH** Residential Services Supervisor-a telephone call must be made to the appropriate residential supervisor. If the supervisor is not immediately available, a voice mail message should be left, briefly outlining the incident, the action taken, and the proposed follow-up. The message should also include a return telephone number.
 - 5. **CMH** Office of Recipient Rights-The CEICMH Office of Recipient Rights must be contacted immediately. A verbal report should be given to whatever worker is immediately available to take the call. The worker must be advised that a written report, completed by the employee, will be following the call.
 - 6. Local Police Department-If the occurrence of abuse and neglect involves the suspected commission of a crime , the police department must be contacted. Staff involved in the incident should take this action. The police will come to the home and complete a report. The complaint number will be obtained by the staff on duty at the time of the visit. The Executive Director or designated representative will obtain a copy of the written complaint and subsequent investigation and will distribute it to all parties involved.
 - 7. Hospital/Physician- If the consumer involved receives medical treatment, a Medical Visit Form must be completed by the treating physician. Copies of

physician's orders shall be distributed as indicated; with additional machine copies made for **DHS** consultant, and the Office of Recipient Rights.

The Director of Operations will prepare a summary of the incident following receipt of all materials from employees, police, physicians, etc. Copies will be forwarded to all parties involved within 48 hours of the incident.

Violation of any of the above guidelines may result in disciplinary action, up to and including discharge. If necessary, Open Arms Link will advise law enforcement of any potentially illegal violations.

C. CHANGE OF ADDRESS AND OTHER PERSONAL INFORMATION

Open Arms Link is required to maintain personnel records and files on each employee with information relevant to his or her employment. To ensure that you receive the benefits to which you are entitled, you are responsible for promptly notifying the Open Arms Link's Accounting and Payroll Offices whenever there is a change in the following:

- o address
- o telephone number
- o person(s) to notify in case of emergency
- o name changes
- o marital status
- o number of dependents (for beneficiary and tax purposes)

D. PERFORMANCE REVIEWS

Your performance may, in the sole discretion of Open Arms Link, be formally evaluated on an annual or other periodic basis. Such reviews may be conducted to assist you in improving your job performance or to provide a measurement of your contribution to Open Arms Link and the achievement of its objectives, as well as to assess your readiness for advancement and other career development opportunities.

Performance reviews, whenever given and for whatever reasons, are not intended, and should not be construed, in any way whatsoever to promote or instill an expectation of an employment relationship other than "at will" at all times.

E. ALCOHOL AND DRUG-FREE WORKPLACE POLICY

It is the policy of Open Arms Link to maintain a drug free work environment for Employees.

Policy Purpose

- **Assure a drug free staff to support the consumers, many of whom are medically involved;**
- **Reduce vehicle accidents and in-home accidents;**
- **Assure greater safety of staff operating equipment in the home;**

- **Maintain high staff morale and Employee performance for the benefit of staff and consumers;**
- **Reduce crime in the workplace;**
- **Reduce absenteeism and tardiness;**
- **Increase staff effectiveness, productivity and reliability;**
- **Secure a living environment, which protects the consumer's property and well-being, and sustain the highest quality of residential service.**
- **Assure all staff tasks are performed with the necessary precision to protect the health, safety and welfare of our consumers.**
- **Prevent the theft of consumer medications.**

All Employees

No Employee shall possess, consume, be under the influence of, or carry with them marijuana, alcoholic beverages of any kind, controlled substances not prescribed by a physician, or illegal drugs on Employer's property or in an Employer's vehicle or any other location during working hours or during work activities. The on-duty or off-duty use of marijuana or other illegal drugs is strictly prohibited.

An employee who is required, as part of a medical treatment plan, by a physician to use prescription drugs or narcotics that may affect or impair the employee's performance must report this to their immediate supervisor and provide any reasonable medical documentation requested by the Employer prior to reporting to work. A determination shall be made by the Employer, after engaging in an interactive process with the employee regarding reasonable accommodations that may be appropriate, as to whether the employee is able to perform his or her work responsibilities satisfactorily.

The Employer reserves the right at any time to require any employee to submit to a hair, blood, urine drug/alcohol screening or other substance abuse screening method used at the discretion of the testing professionals with whom the Employer contracts. The refusal to consent to testing may result in disciplinary action, including termination.

The Employer may conduct drug and/or alcohol testing under any of the following circumstances:

- **RANDOM TESTING:** Employees may be selected at random for drug and/or alcohol testing at any interval determined by the Company.
- **FOR-CAUSE TESTING:** The Company may ask an employee to submit to a drug and/or alcohol test at any time it has cause to suspect that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.

- **POST-ACCIDENT TESTING:** Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

Employment Standards

- For employees, a positive test may result in termination of employment
- An employee shall be notified by the Employer of a positive finding resulting from a substance screen, and will be advised of the time period of which the applicant can challenge positive test results.
- Confidentiality of substance screen results shall be assured by limiting access to the test results to only the Employer personnel directly involved in decisions regarding continued employment.

SECTION 6-CONCLUSION

This Employee Handbook has been written in a general way to cover what Open Arms Link considers the most important aspects of Open Arms Link's personnel policies and procedures. You are encouraged to contact your supervisor or Open Arms Link if you would like to have more detailed information about how these policies and procedures may apply to you.

The policies and procedures in the Employee Handbook do not modify the "at-will" employment relationship between you and Open Arms Link, as provided in Section 2A. Open Arms Link believes and hopes that the contents of this Employee Handbook represent the basis for a satisfying and productive relationship between you and Open Arms Link. With this in mind, we are interested in what you think of it. Please feel free to make your views and suggestions known to your supervisor and other Open Arms Link management representatives.

EMPLOYEE STATEMENT OF ACKNOWLEDGMENT

I understand that the Open Arms Link Employee Handbook is a guideline to which I may refer if I have questions about my job and career at Open Arms Link. I understand that the information and statements contained in the Employee Handbook are presented as a matter of information only, and none of the information or statements contained in it is intended to create or be construed to constitute a contract for employment for any specified period of time between Open Arms Link and me. I further understand that the Employee Handbook will be reviewed periodically by Open Arms Link, and that Open Arms Link reserves the right, in its sole discretion, to alter, amend, modify, interpret, or terminate any benefits, provisions, policies, or procedures of Open Arms Link, including those contained in the Employee Handbook or Rules of Conduct, at any time if it so chooses.

I acknowledge and understand that no one except the Executive Director of Open Arms Link can alter or change, verbally or otherwise, any of the provisions contained in the Employee Handbook. I further understand and agree that the Employee Handbook supersedes all prior representations or statements, oral or written, made to me about my employment.

In further consideration of my employment, I agree to conform to the rules and regulations of Open Arms Link, and I also agree that my employment and compensation may be terminated, with or without cause and with or without notice, at any time, at the option of Open Arms Link or myself. I understand that no employee, supervisor, or other representative of Open Arms Link, other than Open Arms Link, has any authority to enter into any employment agreement for any specified period of time, and no one, including Open Arms Link, may make any agreement contrary to the provisions contained in this Employee Handbook, unless Open Arms Link makes such an agreement in writing directed to me personally. I further acknowledge that no one has made any representations or statements to the contrary to me, either oral or written, and I acknowledge and understand that no one has the authority to make such representations or statements to the contrary in the future.

I have received and read the Employee Handbook of Open Arms Link as well as the Rules of Conduct, and I understand their contents and agree to abide by the policies stated there.

Employee Signature: _____ Date: _____

Revised 06/2022

Note: This policy supersedes all prior policies, oral or written.