

**Zenith Services, Incorporated**

**Personnel and Training**

**Policies and Procedures Manual**

## Zenith Services' Vision

Zenith Services will create innovative vocational and day program opportunities for those we serve. We will support consumers as they make decisions about their lives, and assist them to participate in and contribute to their communities.

## Zenith Services' Mission

Zenith Services provides people with developmental disabilities with supports of their choosing. We invite consumers to pursue their dreams and desires, support them to make meaningful choices, and encourage them to become a part of their communities.

Zenith Services develops employment opportunities and enrichment activities of the highest quality through internal creativity and by building partnerships with community employers.

Zenith Services strives to ensure satisfaction by listening and responding to our consumers and stakeholders.

# Our Ethical Guidelines and Standards

Our Advisory Board, Officers, Administrators, and Directors will provide leadership and direction which reflects the mission, vision, and philosophical beliefs of the organization.

Our consumers' preferences and choices will determine the direction of their pursuits of meaningful life choices and desired outcomes.

Our services will be provided with a person-centered approach and according to the unique interests and aptitudes of the individuals being served.

Our services will be delivered in a manner which promotes the respect, dignity and rights of each individual.

We will assist individuals to achieve independent and integrated community options that are meaningful and provide personal growth opportunities.

Our services will facilitate the individuals' ability to make informed decisions with regard to their choice of community living opportunities and will not be based on program convenience or availability.

Our services will assist individuals to obtain necessary accommodations which promote their potential for successful community living.

We will develop respectful partnerships with community members by exchanging education and resources that promote successful outcomes.

Our services will respect each individual's right to confidentiality and will be provided in accordance with data privacy regulations.

Our services will be provided by trained and qualified staff utilizing the most current practices.

Our marketing efforts will be conducted in a professional manner that is honest, image enhancing and delivered with integrity.

Our financial planning and management will comply with best business practices and applicable legal requirements.

Our staff will refrain from providing services which presents a potential conflict of interest and that interfere with the ethical standards of our organization.

If our staff engage in supervisory approved personal fundraising, which supports their own or other's volunteer activities, they will do so without pressuring or unduly influencing their coworkers.

Our services will be provided to individuals without regard to race, age, religion, sex, disability, marital status, affectional preference, public assistance status, ex-offender status, or national origin.

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1.

## Introduction

### A. Purpose

1. The purpose of these Policies is to provide a uniform written guide to be followed when making personnel decisions or taking personnel actions; to provide a framework to assure that personnel decisions and actions are fair, legal and in accordance with the wishes of the Board of Directors of Orion Associates, and to serve as a set of basic guidelines for day-to-day personnel operations.

# 1.

## Introduction

### B. Responsibility

1. **Organizational Structure:** Orion Associates is the administrative group providing management services to Zenith Services. Orion Associates includes the following Officers and Departments: Chief Executive Officer, Chief Operating Officer, Chief Administrative Officer, Chief Financial Officer, the Human Resources Department, and the Accounting Department.
2. **Administration and Interpretation:** All personnel policies and procedures for Zenith Services are administered by Orion Associates. The Chief Executive Officer of Orion Associates have the overall responsibility for administering and interpreting these policies. The Chief Executive Officer may pass the day-to-day Implementation of these Policies to the Chief Administrative Officer of Orion Associates.
3. **Exceptions:** Only the Chief Executive Officer, or an authorized designee, may make exceptions to these Personnel Policies.
4. **Precedents:** In the interpreting and applying of these policies by the Chief Executive Officer, or an authorized designee, the use of administrative discretion will not constitute a precedent.

# 1.

## Introduction

### C. Intent

1. **Disclaimer:** These Personnel Policies are not an employment contract and should not be interpreted as creating an employment contract. All employment is employment at will. Employment at will means that any employee may terminate the employment relationship at any time, without prior notice and for any reason. Zenith Services, Incorporated reserves the employer's right to do the same. Any representation to the contrary is not intended by Zenith Services, Incorporated, unless signed in writing, by the Chief Executive Officer and the employee. Therefore, since employment is at will, Zenith Services, Incorporated does not enter into contract with its employees. The employer may, however, enter into separate agreements with some employees, only if it is put in writing and signed by both parties. No implied contract exists between any employee and this employer, nor does this employer intend that there be any. If any employee believes that they see one, the employee must immediately present it in writing to the Chief Administrative Officer for ratification by the Chief Executive Officer, and it must be so ratified for such a contract to exist between the employee and Zenith Services, Incorporated.
2. **Employee Handbook:** The Employee Handbook is not a contract between the employer and the employee; it is a general summary of these Personnel Policies. Any inconsistency between the Handbook and these Personnel Policies is unintentional. These Personnel Policies and the Chief Executive Officer's interpretation of them always take precedent over the Employee Handbook. The Employee Handbook should not be relied on as policy statements by any prospective, current or former employee.
3. **Personnel Procedures:** The organization's written Personnel Procedures have as their sole purpose to inform and guide users of these Personnel Policies. They may be changed as needed to meet prevailing fiscal, personnel and corporate decisions. Any inconsistency between the Procedures and these Personnel Policies is unintentional. These Personnel Policies and the Chief Executive Officer's interpretation of them always take precedent over Personnel Procedures. The Personnel Procedures should not be relied on as policy statements by any prospective, current or former employee.

4. Severability: If any portion of these Personnel Policies is held to be invalid or unenforceable, that portion is meant to be severable, and will not defeat or impair the remaining valid and enforceable portions of these Personnel Policies, which remain in full force and effect.
5. Effect on Prior Policy and Procedure: These Policies and Procedures contained herein supersede any and all prior past practices, oral and written representations, or statements regarding employment with Zenith Services, Incorporated.

# 1.

## Introduction

### D. Adopting and Amending Policies

1. Authority: The authority for adopting and amending these Personnel Policies rests solely with the Chief Executive Officer.
2. Employee Recommendations: Any employee may submit policy recommendations for review by the Chief Administrative Officer. These policy recommendations must be put in writing. The Chief Administrative Officer may submit them to the Chief Executive Officer for review.
3. Reservation of Rights: Management reserves the right to make changes at any time by adding, deleting or changing any existing Policy or Procedure. These Policies and Procedures are as complete as we can reasonably make them; they are not, however, necessarily all-inclusive because circumstances that we have not anticipated may arise. All employment is employment at will. Employment at will means that any employee may terminate the employment relationship at any time, without prior notice and for any reason. Zenith Services, Incorporated reserves the same right. In addition, this employer reserves the right to take any personnel action it considers to be in the best interest of Zenith Services, Incorporated.

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## Introduction

### E. Application

1. **At Will Employment:** These Policies and Procedures apply to all at will employment with Zenith Services, Incorporated.
2. **Separate Agreement:** Some employees may have a separately negotiated and written agreement. In this case, a specific employee is then covered under this written agreement. Each agreement is agreed to and signed by both parties. Such an agreement is developed individually between the employee and the Chief Administrative Officer. Such a written agreement supersedes these Personnel Policies. Any such written agreement is a full and complete agreement, and the employee under such an agreement may not rely on any future provision.

## 2.

# Employment, Induction and Training

## A. Recruiting

1. Applicants: Orion Associates strives to recruit the best qualified applicants for all open positions for Zenith Services. Current employees can be recruited to fill positions when there are openings within the organization for which they are qualified to fill. By approval of the Chief Administrative Officer, the organization may automatically recruit from within or outside the organization without declaration or notice whenever that action best serves the immediate and current needs of the organization.
2. Notifications: The Chief Administrative Officer is notified by the Program Director, of any openings to be recruited.
3. New Employees: The Chief Administrative Officer and the Human Resources Department may use appropriate methods to recruit the best qualified applicants for an open position. The Chief Administrative Officer decides which methods for recruiting are best for a given position.
4. Current Employees: Consistent with other Personnel Policies, the Chief Administrative Officer and the Human Resources Department may use the most appropriate methods to recruit the best qualified current employees for an opening. The Chief Administrative Officer decides which methods of recruiting are best for a given position.
  - a. Promotional Opportunities: Current employees who want to be considered for promotion are asked to notify the Chief Administrative Officer in writing.
  - b. Transfers to Orion Associates or Zenith Services, Incorporated: Current employees who want to transfer to a position with Orion Associates or Zenith Services, Incorporated are asked to notify the Chief Administrative Officer in writing.
  - c. Other Opportunities: Current employees who want to apply for a lateral or lower position openings are asked to notify the Chief Administrative Officer in writing for such opportunities when they occur. Employees eligible for such opportunities must have met the commitment in their current position, met their training requirements, and demonstrated acceptable employment performance.

5. Temporary Appointments: Temporary appointments necessitated by work overloads or special projects may be made by the Chief Administrative Officer. These temporary appointments are excluded from this recruiting policy. These appointments are customarily no longer than three (3) months in duration, but may be extended by the Chief Administrative Officer.
6. Responsibility: The Chief Administrative Officer and the Human Resources Department are responsible for recruiting applicants. Under no condition is formal recruiting made by anyone other than the Chief Administrative Officer or the Human Resource Department unless it is expressly authorized ahead of time by the Chief Administrative Officer.
  - a. Wages or Salaries: All determinations of wages or salaries and benefits are undertaken by the Chief Administrative Officer; any determinations not so undertaken are expressly disavowed by the organization.
7. Equal Employment Opportunity/Affirmative Action: Human Resources integrates its recruiting efforts into the organization's commitment to Equal Employment Opportunity (EEO) and its Affirmative Action Program.

## 2.

### Employment, Induction and Training

#### B. Interviewing and Selection

1. Interviewing and Selection: Orion Associates strives to interview and select the best qualified applicants for all positions for Zenith Services. Current employees may be given the opportunity to fill positions when there are openings for which they are qualified.
  - a. Compliance: The organization follows all federal, state and local laws and regulations, while at the same time it retains all the rights and privileges of employee selection procedures not prohibited by them.
  - b. Screenings: Pre-interview screening is done by the Chief Administrative Officer and the Human Resources Department.
  - c. Interviews: Interviews are usually arranged in such a way that they are mutually convenient to the applicant, the Chief Administrative Officer, and the Human Resources Department. The Program Director may choose to do subsequent interviews with qualified applicants. Additional interviews may be requested of any applicant at any time.
  - d. Selection Process: Selection decisions are made by the Chief Administrative Officer, and the Human Resources Department. The Program Director also has the authority to make selection decisions.
  - e. Authority: The Chief Executive Officer may overrule the selection recommendation made by the Chief Administrative Officer.
  - f. Standards: The Human Resources Department receives training in interviewing and selection from the Chief Administrative Officer. They follow at all times the organization's standards for interviewing and selection, including its EEO/AA standards. The Chief Administrative Officer monitors the practices of the Human Resources Department to assure that they comply with the standards set by the organization.
2. Exclusions: By approval of the Chief Administrative Officer, the organization may automatically select from within or hire from outside without declaration or notice whenever that action best serves the immediate and current needs of the organization.

3. Equal Employment Opportunity / Affirmative Action: The Chief Administrative Officer integrates its interviewing and selection efforts into the organization's commitment to Equal Employment Opportunity (EEO) and its Affirmative Action Program.
4. Minimum Standards: The organization maintains minimum hiring standards. The Chief Administrative Officer enforces these minimum standards. Only the Chief Administrative Officer may exempt a position or an applicant from these standards, and then only case-by-case.
  - a. Experience: Applicants must meet the minimum experience requirements for the position they are applying to fill.
  - b. Age: Applicants must be at least 16 years old.
  - c. Education: Applicants must meet the minimum education requirements for the position they are applying to fill.
  - d. Training and Licensing Requirements: Applicants must meet the minimum training and licensing requirements for the position they are applying to fill.
5. Management Selection: The organization may select management level personnel from either internal or external candidates. All potential candidates will be considered equitably, but final selection will be made as is in the best interest of the organization.
  - a. Interviews: Interviews for management level candidates may be conducted by individual interviewers, by interview teams, or by a combination of both in multiple interviews.
  - b. Selection: The organization reserves the right to determine whether the position will be filled with an internal candidate, as in the case of a promotion or lateral transfer, or with an external candidate.
  - c. Salaries: Salaries will be determined on a case by case basis, taking into consideration the organization's Salary Guidelines and the experience of the candidate filling the position. Based on this criterion, salaries may be variable.
6. Employment Restrictions:
  - a. Consumer Family Members: The organization will not employ a consumers' family member to work with that consumer in a vocational program setting.
  - b. Employee Family Members: The employment of a family member of a current employee, in the same program, department or geographic region must be approved by the Chief Administrative Officer.

## 2.

# Employment, Induction and Training

## C. Verification

1. Responsibility: The Chief Administrative Officer and the Human Resources Department of Orion Associates are responsible for the verification process of each selected applicant. Formal offers of employment are made contingent upon successfully completing the verification process.
2. Verifying New Employees: A criminal history, pre-employment physical, educational and work history check may be completed. Copies of any requested information are obtained from the selected applicant. Verification of the applicant's physical and mental ability to perform the bona fide requirements of the job may be requested.
3. Verifying Current Employees: A criminal history, pre-employment physical, educational, and work history check, as well as a Bureau of Criminal Apprehension (BCA) check, may be completed, including a reference from their current supervisor, before the position is offered. Copies of any requested information are obtained from the employee. Verification of the employee's initial and continued ability to perform the requirements of the job may be requested.
4. Background Study Must Occur: Licensed Programs: Zenith Services Incorporated will submit completed background study forms to the commissioner before individuals specified in section 245C.03, subdivision 1, begin positions allowing direct contact for Zenith Services, Incorporated. Zenith Services Incorporated will initiate a new background study through the commissioner's online background study system when:
  - a. An individual returns to a position requiring a background study following an absence of ninety (90) or more consecutive days; or,
  - b.. A program that discontinued providing license direct contact services for ninety (90) or more consecutive days begins to provide direct contact licensed services again.

Zenith Services Incorporated will maintain a copy of the notification provided to the commissioner under this paragraph in the program files. If the individual's disqualification was previously set aside for Zenith Services and the new background study results in no new information that indicates the individual may pose a risk of harm to persons receiving a services for Zenith Services, the previous set-aside shall remain in effect.

5. Study Subject Affiliated with Multiple Facilities:
- a. Subject to the conditions in paragraph (d), when a license holder, applicant or other entity owns multiple programs or services that are licensed by the Department of Human Services, Department of Health, or Department of Corrections, only one background study is required for an individual who provides direct contact services in one or more of the licensed programs or services if:
    - 1. Zenith Services, Incorporated designates one individual with one address and telephone number as the person to receive sensitive background study information for the multiple license programs or services that depend on the same background study; and,
    - 2. The Individual designated to receive the sensitive background study information is capable of determining, upon request of the department, whether a background study subject is providing direct contact services in one or more of Zenith Services, Incorporated programs or services and, if so, at which location or locations.
  - b. When Zenith Services, Incorporated maintains background study compliance for multiple license programs according to paragraph (a), and one of more of the license programs closes, Zenith Services, Incorporated shall immediately notify the commissioner which staff must be transferred to an active license so that the background studies can be electronically paired with the license holder's active program.
  - c. When a background study is being initiated by a licensed program or service or a foster care provider that is also registered under chapter 144D, a study subject affiliated with multiple license programs or services may attach to the background study form a cover letter indicating the additional names of the programs or services, addresses, and background study identification numbers.
  - d. If a background study was conducted on an individual, related to child foster care requirements under paragraph (a) are met, the background study is transferable across all license programs. If a background study was conducted on an individual under a license other than foster care the requirements under paragraph (a) are met, the background study is transferable to all licensed programs except child foster care.
6. Periodic Checks: Periodic checks of any available public records may be done at the discretion of management.

## 2.

### Employment, Induction and Training

#### D. Equal Employment Opportunity / Affirmative Action

1. Standards: As an affirmative Action employer, Zenith Services, Incorporated follows the established EEO/AA laws by not discriminating against or harassing any employee or applicant for employment because of race, color, creed, religion, national origin, sex, sexual orientation, disability, age, marital status, familial status, membership or activity in a local human rights commission, or status with regard to public assistance, so long as that status does not affect the organization's regulatory compliance or mission. The organization supports these standards to assure that employment is free of discrimination, including but not limited to hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training.

Zenith Services, Incorporated fully complies with the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973. The organization's leadership enforces and supports this policy to ensure a cohesive workplace and a place of business that is conducive to effective member relationships free from discrimination.

Zenith Services, Incorporated will not make any distinction, discrimination, or exclusion from contract services for any individual relative to employment, service delivery, or benefits.

Zenith Services, Incorporated will not make decisions on the basis of a members or employee's race, color, national origin, gender, gender identification, marital status, handicap, or the nature of a person's medical condition, or any other classification protected by the State of Minnesota, United States Constitution, state law, or other regulation.

Questions or complaints may be directed to the Chief Administrative Officer.

2. Commitment: Given adequate resources, time and personnel, Zenith Services, Incorporated is committed to achieving its EEO/AA goals.
  - a. Responsibility: The Chief Administrative Officer of Orion Associates is responsible for carrying out this commitment. The Human Resources Department of Orion Associates is responsible for understanding, communicating, and strictly enforcing this commitment.
3. Harassment: The organization prohibits harassment of any employee or job applicant because of race, color, creed, religion, national origin, sex, sexual orientation, disability, age, public assistance status, or ex-offender status.
4. Disabilities: The organization will follow the Americans with Disabilities Act in regard to employment, and will not discriminate against an individual with a disability in hiring or promotion if the person is otherwise qualified for the job. Reasonable accommodations will be made in the place of employment, as long as it does not impose undue hardship on business operations.
5. EEO Coordinator: The organization has an appointed EEO Coordinator. The EEO Coordinator is the Chief Administrative Officer of Orion Associates. The function of the EEO Coordinator is to assure that this organization remains in compliance with and committed to all requirements set forth in Federal, State and County laws or requirements. Internal reporting and monitoring are carried out by the Chief Administrative Officer.
  - a. Reporting: Alleged discrimination or harassment may be reported to the EEO Coordinator or to the Chief Executive Officer using the EEO Complaint Procedure, by current employees or applicants for employment.
  - b. EEO Complaint Procedure: The organization has an established procedure for EEO complaints. Any current employee or applicant for employment who believes that discrimination or harassment has taken place should report this immediately in writing to the EEO Coordinator.
6. Dissemination: The organization's EEO policy statement summary is initially and periodically disseminated to all employees, and posted for employment applicants.
7. Reporting: When required, the organization's EEO/AA goals are evaluated quarterly; if not required, then they are evaluated bi-annually.
8. Affirmative Action: The organization has an established Affirmative Action Program. This program includes a plan and a goal or goals.

9. **Staff Diversity:** To the extent permitted by law, Zenith Services, Incorporated will actively recruit, hire, and retain staff that is responsive to the diversity of the population served. If Zenith Services, Incorporated is not able to meet the cultural or racial needs of the consumer, Zenith Services, Incorporated will document the reasons why it is not able to do so and will seek out and work with cultural or racial communities to meet those needs. In addition, Zenith Services, Incorporated will contact cultural or racial community group related to the consumer's cultural or racial background and seek information about how to provide opportunities for the consumer to associate with adult and/or peer role models with similar cultural and racial backgrounds on a regular basis. Cultural diversity and gender sensitivity, culturally specific services, information about discrimination and racial bias issues will be covered with employees on an ongoing basis.
  
9. **Recognition of the Value of Diversity:** Zenith Services, Incorporated recognizes the value of a diverse workforce. Zenith Services, Incorporated will strive to achieve a diverse workforce, not only in an effort to comply with applicable laws and to achieve Equal Employment Opportunity / Affirmative Action goals, but to create an organization that is greater as a result of the richness of contributions that a diverse workforce can bring. Zenith Services, Incorporated must foster an environment in which all employees contribute to the goals of the organization, but are also able to experience personal growth. To accomplish this goal, Zenith Services, Incorporated is dedicated to:
  - a. Communicating effectively with employees from a wide variety of cultural backgrounds.
  - b. Coaching and developing employees of different ages, educational backgrounds, ethnicity, physical ability, and race.
  - c. Providing performance feedback that is based on objective outcomes rather than values and stereotypes that work against women, minorities, and disabled persons by prejudging these persons' abilities and talents.
  - d. Creating a work environment that makes it comfortable for employees of all backgrounds to be creative and innovative.

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### Employment, Induction and Training

#### E. Employing Former Employees

1. Employing Former Employees: This organization, with approval ahead of time by the Chief Administrative Officer, may give preference to the selection of former employees if they meet all the qualifications, requirements, and standards for the open position they are applying to fill, their past employment was satisfactory, and they left the organization after demonstrating acceptable employment performance.
  - a. Reinstatement: When a former employee who had been employed in the organization for at least a year is rehired within one (1) year separating, this past service is figured in as tenure, reinstated and thereafter included in the total length of service. This reinstatement formula decides the new starting pay rate and benefits eligibility of the former employee. Benefits eligibility refers to the immediate reinstatement of benefits, without a probation period, at the employee's previous level of accrual. It does not imply the restoration of previously accrued benefits.
  - b. Frequency: The reinstatement of pay and benefits is made once and only once. Employees separating a second time are not eligible for past service or pay and benefits reinstatement if rehired again.
  - c. Prohibition: Specific offers or promises of re-employment may not be made to any former employee unless it is approved ahead of time by the Chief Administrative Officer.

d. Reinstatement Paperwork and Training: Reinstated employees will be required to complete and/or submit the following documents and retraining:

1. W-4 Form
2. Change Form, to include the employee's resignation date and reinstatement date
3. BCA
4. Direct Deposit Form
5. Copy of Car Insurance Record
6. Vulnerable Adult / Maltreatment of Minors (VA / MOM) Worksheet
7. Data Privacy Worksheet
8. Universal Precautions Worksheet

Reinstated employees must complete any required training (First Aid / CPR, etc.) that has expired.

## 2.

### Employment, Induction and Training

#### F. Pre-employment Requirements

1. **New Employee Background Disclosure:** All new employees employed in a Foster Care facility are required to disclose any past record in violation of Minnesota Statutes concerning Adult Foster Care, Child Foster Care, the Child Protection Act, the Vulnerable Adult Act, or their successors, or any admission of such conduct or any instance where there has been or is a preponderance of evidence that such conduct, arrest or conviction information jeopardizes the organization's ability to carry out its mission or may make the organization ineligible for holding its required licenses.
2. **New Employee Insurance Verification:** New employees who need to drive on the job are required to have car insurance and to carry documented proof of insurance in the form of a current insurance vendor certificate (as required by Minnesota No-Fault Motor Vehicle Insurance Statutes).
3. **New Employee Employment Eligibility Verification:** New employees are required to present proof and complete an Immigration and Naturalization Service (United States Department of Justice) "Employment Eligibility Verification (Form I-9)" within three (3) days of employment for regular employees or before employment for temporary employees.
4. **New Employee Health:** All new employees are expected to meet the health requirements established by the organization before starting their jobs.
  - a. **Position Requirements:** Proof may be requested of new employees' physical or mental ability to carry out the job duties and responsibilities assigned to them in their position. New employees must disclose to the organization if they are physically or mentally unable to do the job assigned to them.
  - b. **Physicals:** New employees may be required to have a current (within the past year) physical examination, undertaken by a health care professional, to make sure they are able to do certain job related activities, or to meet bonafide job requirements, or to make sure that they are free of communicable disease, or if it is required by licensing standards.

- c. Cost: A physical examination may be administered by the organization's own health care professionals, under the organization's account, at no cost to the employee. If an employee is unable to keep a scheduled appointment for a physical exam, it is their responsibility to cancel and reschedule the appointment, more than four (4) hours before the appointment. Employees who fail to do so will have any "No Show" or "Late Cancellation" charges deducted from their wages.
  - d. Assessments: New employees may be required to have a psychological assessment, at the expense of the organization and administered by a licensed psychologist, done to make sure they are suitable to perform certain job related activities.
- 5. New Employee Criminal Conviction Checks: New employees may be required to have an criminal conviction check, undertaken by law enforcement or other agencies, before their employment starts. This check is required by licensing standards.
- 6. New Employee Procedures: New employees must complete all the pre-employment procedures established by the Chief Administrative Officer before they begin working. Departures from meeting these minimum requirements may be authorized only by the Chief Administrative Officer, in consultation with the Chief Executive Officer.
  - a. Personnel Orientations: New employees schedule and complete a personnel orientation before they begin working.
  - b. Starting Dates: The Human Resources Department must arrange the starting dates for new employees to allow for these pre-employment procedures to be completed before the first day of work.
- 7. Licensing Requirements: Verification of meeting any licensing requirement must be provided by the employee upon request of the Chief Administrative Officer.
- 8. Supervision: Unless otherwise designated by the Chief Executive Officer, or another Officer, an employee's primary supervisor will be the supervisor for whom they work the most hours. Any other supervisors will be considered secondary supervisors.

9. Qualification and Disqualification of Applicants: All offers of employment are contingent upon meeting all qualification criteria for a position. An applicant or employee will be disqualified from employment for any of the following reasons:
- a. Conviction of crime involving moral turpitude, unless pardoned, or as named disqualified under Rule 245C, determined through the background study required in Minnesota Statutes, section 245A.04 (the Human Services Licensing Act) and in Minnesota Rules, parts 9543.3000 to 9543.3090 (Rule 245C - the Applicant Background Study Rule).
  - b. An Unacceptable Driving record, as determined by Zenith Services, Incorporated company policy. Only the Chief Administrative Officer may exempt a position or an applicant from this standard, and then only case-by-case.
  - c. Any false statement of material fact on application, or any other submitted materials for application purposes, including but not limited to, transcripts or other credentials of educational achievement.
  - d. Failure to provide a certified transcript or other official credentials of post secondary, vocational, or other educational achievement as requested and required.
  - e. Failure to complete Orientation and Mentoring (15 to 30 hours of initial training, as per individual requirement) within the allotted sixty (60) days from one's date of hire, failure to complete all required orientation training classes, including completion of First Aid and CPR certification, within the first seventy-five (75) days from one's date of hire, missing two (2) days of Orientation classes, without calling one's supervisor in accordance with company policy, or failing three (3) Orientation classes.
  - f. Unsatisfactory references.
  - g. Poor or substandard job performance or attitude in the workplace that fails to meet reasonable expectations or standards that Zenith Services, as an employer, has the right to expect from an employee, during the sixty (60) day probationary period.

## 2.

### Employment, Induction and Training

#### G. Orientation and Mentoring

1. Orientation and Mentoring: During initial Orientation and Mentoring, the organization and its supervisors make each employee's adjustment to the job and the work place as appropriate as possible. Within sixty (60) days, new employees complete a thirty (30) hour period of initial Orientation and Mentoring. This period includes three and a half (3.5) hours of initial "office" Orientation for all employees. This will be followed by fourteen and a half (14.5) hours of "classroom" training, three (3) hours of Site Orientation, with program management, and nine (9) hours of Mentoring, working as an additional staff member, under the mentorship of another current, fully oriented employee. After completion of fifteen (15) hours of training, which must be inclusive of the initial office hours and Site Orientation, the new Employee will be placed on the schedule. The new employee must complete fifteen (15) of the thirty (30) hours orientation before providing any unsupervised direct service to a consumer.

Initial Orientation and Mentoring applies to new employees, and may apply to reinstated employees, as well as to current employees who have been transferred or promoted into another position. All employees receive training that meets established standards set by the company or by licensing. This training enables the employee to acquire the information, attitudes, skills and competencies needed to succeed as a member of the company's team.

- a. Responsibility: The Chief Administrative Office and the Human Resources Department of Orion Associates, along with the employee's direct supervisor, are responsible to see to the completion the Orientation and Mentoring for each new employee.
- b. Orientation Format: Employees receive Orientation and Mentoring as it is designed in the Orientation and Mentoring Training Forms.
- c. Orientation Modules: Employees undertake selected orientation modules. The Orientation form gives the listing of the specific modules to be completed.

- d. **Orientation Wage:** Orientation includes thirty (30) hours for all programs. Hourly employees are paid \$8.00 per hour for those thirty (30) hours of training. It is possible for a new employee to receive the orientation wage and their regular wage at the same time at any point during their first sixty (60) days of employment. Salaried employees receive their full wage during the period of orientation, reduced on a pro-rated basis if they work less than their Full-Time schedule.
2. **Requirements:** All employees will complete their full Orientation and Mentoring within their first two (2) months of employment.
- a. **Exceptions:** Any exceptions to this requirement are made individually between the supervisor and the Chief Administrative Officer, to include a suspension of direct care contact, in accordance with Rule requirements.
  - b. **Testing:** Some of the New Employee Orientation materials assigned to employees during training may require that they successfully pass a test to demonstrate their competencies. Employees must pass these tests with a score that is the minimum passing score established by the organization.
  - c. **Standards:** Some of the training and retraining modules are required by licensing standards or by the organization. These required modules are provided to all employees needing them. A failure to meet and complete these required modules is unsatisfactory performance, and may be subject to disciplinary action up to and including immediate dismissal.
  - d. Even though it is an option to accept orientation training from another 245b Licensed provider, Zenith Services, Incorporated has chosen not to accept the training. Zenith Services, Incorporated will provide all orientation training to new employees.
  - e. The thirty (30) hours of orientation must combine supervised and on the job training with review and instruction on the following materials:
    - 1. Review of the consumer's service plans and risk management plan to achieve an understanding of those plans;
    - 2. Review and instruction on implementation of the Zenith Services, Incorporated policies and procedures, including their location and access;
    - 3. Staff responsibilities related to emergency procedures;
    - 4. Explanations of specific job functions, including implementing objectives from the consumer's individual service plan.

5. Explanation of responsibilities related to governing maltreatment reporting and service planning for children and vulnerable adults, and governing use of aversive and deprivation procedures.
6. Medication administration as it applies to the individual consumer, from a training curriculum developed by health services professional (245b05.subdivision 5) and when the consumer meets the criteria of having overriding health care needs, then medication administration taught by a health services professional. Staff may administer medications only after they demonstrate the ability, as defined in Zenith Services, Incorporated's medication administration policy and procedures. Once a consumer with overriding health care is admitted, staff will be provided with remedial training as deemed necessary by Zenith Services, Incorporated and the health professional to meet the needs of that consumer.
7. Overriding health care needs means a health care condition that affects the service options available to the consumer because the condition requires:
  - a. Specialized or intensive medical or nursing supervision.
  - b. Nonmedical service providers to adapt their services to accommodate the health and safety needs of the consumer.
  - c. Consumer rights and staff responsibilities related to protecting and ensuring the exercise of the consumer rights.
  - d. Other topics necessary as determined by the consumer's ISP or other areas identified by Zenith Services, Incorporated.
  - e. Zenith Services, Incorporated will document each employee's orientation received.

## 2.

### Employment, Induction and Training

#### H. Drivers and Vehicles

1. Drivers and Vehicles: All employees, whose job responsibilities require the use of their own vehicles to transport consumers, must have a vehicle that is safe and in good working condition.
2. Non-Drivers: Zenith Services, Incorporated may elect to hire an employee who does not driver or does not own or have access to a vehicle. If, subsequently, that employee drives or has access to a vehicle, that vehicle must be safe and in good working condition.
3. Employment Status: If it is determined that someone is an Unacceptable Driver, Zenith Services, Incorporated reserves the right to withdraw the offer of employment if their driving status precludes them from adequately fulfilling their job duties. Similarly, if a current employee's driving status changes to that of an Unacceptable Driver so that they are unable to fulfill their job duties, Zenith Services, Incorporated reserves the right to reduce their scheduled hours and change their employment status to Part-Time or On Call, or to terminate that person's employment.

## 2.

# Employment, Induction and Training

## I. Initial Period of Review

1. Application: All new employees, all employees transferred into a title-change, all reinstated employees, and all employees promoted into a new position are required to undergo an initial period of review.
2. Duration: Unless employment terminates at the will of the employee or employer, this initial period of review is six (6) months in length. It begins on the employee's starting date and lasts for six (6) full months.
3. Evaluations: Performance evaluations may be done periodically during the initial period of review and/or at the end of it. They are done by the employee's immediate supervisor. Generally, one (1) performance evaluation is done on each new employee during the initial period of review. This evaluation takes place at Six (6) Months.
4. Expectations for All Employees: During this entire period, employees are expected to meet or exceed the demands placed on them by their supervisor in the performance of their job description and in the completion of their orientation and initial training program. At a minimum, new employees need to affirmatively demonstrate the following:
  - a. Attitudes and beliefs compatible with the philosophy and mission of the organization;
  - b. Effective and acceptable work habits, including attendance, punctuality, timely completion of work and training requirements, adherence to infection control techniques, and thoroughness and quality work performed;
  - c. A willingness and ability to perform all assigned tasks, and to be flexible while doing so;
  - d. An ability to be creative and expand upon the listed duties;
  - e. When required by their position, an ability to communicate well when speaking and writing;
  - f. Behavior compatible with the delivery of quality services to the consumers served by the organization.

5. Expectations for Supervisors: During supervisors' initial period of review, they are expected to meet or exceed the demands placed on them by their supervisor in all those areas listed above in Personnel Policy 2. H. 4., as well as in the performance of their job description, the completion of their training, and in meeting their role as a supervisor.
6. Benefits: During this initial period of review, benefits (PTO, etc.) accrue at the eligible rates.
7. Supervisory Documentation: During this initial period of review, employees' supervisors may document any and all performance-related information as needed to evaluate effectively employees in their new positions. This information may be maintained in each employee's Personnel Record. This information may or may not be shared with the employee before and/or after being added to the Personnel Record, as decided by the Chief Administrative Officer.

## 2.

# Employment, Induction and Training

## J. Employee Classifications

1. Method: Every employee in the organization is assigned a classification or sub-classification, a job description, and a job title. These are used to define status, pay, benefits and other employment information.
2. Responsibility: It is the responsibility of the Chief Administrative Officer of Orion Associates to assure this is done correctly, and that all employees understand and agree to their individual status in writing.
  - a. Authority: Only the Chief Administrative Officer may classify a position, re-classify a position, allocate a new position or eliminate an existing position.
3. Classifications: Every employee in the organization is assigned a classification. This includes classification as a regular or a temporary employee. Such employees may be eligible for benefits .
  - a. Regular Employee: An employee who maintains continuous regular employment. Such employees are further classified as either Full-Time or Part-Time.
  - b. Temporary Employee: An employee who is engaged in work Full-Time or Part-Time with the written understanding that their employment may be terminated as of a specific date or upon completing a specific assignment. If subsequently hired as a regular employee, their length of service is decided by the start date of their temporary employment status.

4. Work Status: Except where other agreements apply, regular or temporary employees are further classified as one of the following:
- a. Full-Time Employee: An employee who customarily works a minimum of thirty-five (35) hours weekly. Such employees are eligible for benefits.
  - b. Part-Time Employee: An employee who customarily works less than thirty-five (35) hours weekly. Such employees are not eligible for benefits.
  - c. On-Call Direct Service Employee: An on-call direct service employee is a non-exempt employee who does not work a regularly scheduled shift. An on-call direct service employee picks up shifts based on program openings and their schedule availability. An employee may only move to the status of an on-call direct service employee if they have been employed by Zenith Services, Incorporated for a period of two (2) years and is in good standing. An employee who is changing in status from either full time or part time to on-call status must be approved by all members of the employee's supervisory Chain of Command. Zenith Services, Incorporated reserves the right to authorize or not to authorize this change in status

An on-call direct service employee must adhere to the following requirements:

- 1. Sign an on-call agreement with their direct supervisor prior to the effective date of status change.
- 2. Complete required annual training hours on or before October 31th each year.
- 3. Complete required 245D quarterly trainings.
- 4. Complete required annual July Vulnerable Adult/Maltreatment of Minors and Universal Precautions training.
- 5. Remain current of First Aid and CPR certifications.
- 6. Provide current documentation of car insurance.
- 7. Work a minimum of two (2) shifts four (4) hours in length each per month.

An on-call direct service employee's failure to adhere to any of the above following guidelines will be considered to constitute the employees' voluntary resignation.

- d. Sixteen (16) and Seventeen (17) Years Old Employees: Zenith Services, Incorporated may elect to hire employees who are sixteen (16) or seventeen (17) years old.
  - 1. These employees will be subject to the following employment restrictions:
    - a. These employees are to be scheduled in residential settings when other staff are on duty, but can work up to two (2) hours alone. They may be allowed to work for longer periods of time in an In-Home Services setting, this to be determined by Orion Associate's Officers, on a case by case basis.
    - b. These employees' work hours must not violate Department of Labor regulations and local curfew laws.
    - c. These employees will not work Night shifts.
    - d. These employees will not drive company vehicles.
    - e. These employees will not drive with consumers in non-company vehicles.
    - f. These employees will not administer medications.
  - 2. After six (6) months of employment, Orion Associates' Officers will determine, on a case by case basis, whether individual employees have demonstrated a quality of performance and a level of maturity sufficient to be allowed to work alone in a residential setting for more than two (2) hours.
  - 3. When an individual employee becomes eighteen (18) years old, the preceding restrictions will no longer apply.
- h. Telecommuting: Telecommuting is a management tool that provides flexibility in meeting customer needs and business goals. This policy is intended to establish and implement telecommuting plans, establish guidelines to ensure consistency, and provide Zenith Services, Incorporated with flexibility to address specific needs.

The creation and assignment of telecommuting positions are made solely by the organization's Officers.

Telecommuting involves an employee using a set of technologies to perform job responsibilities at more than one of the company's office locations or at a home office. Telecommuting is voluntary and may be terminated at any time by either the company or the employee. Advance notification of the termination may be required to ensure adequate space is available and employee schedules are maintained.

Employees must comply with state and federal laws and company policies, procedures and processes while telecommuting. Failure to comply may result in the loss of the telecommuting privileges and/or disciplinary actions.

Duties, obligations, responsibilities and conditions of employment with the Company remain unchanged including salary, retirement benefits and other company provided benefits.

Telecommuting arrangements will comply with appropriate state and federal laws including the Fair Labor Standards Act (FLSA).

Telecommuting is not intended as a substitute for dependent or elder care of the employee.

Telecommuting must not result in excessive additional work for staff at the company offices.

Employees who telecommute may not receive any advantage or disadvantage regarding position upgrade or promotion because of telecommuting.

Supervisors are to develop parameters and the process for participation in the telecommuting program to ensure that employee requests are given proper consideration and that the company's needs are met. Supervisors are to assess each request on a case-by-case basis.

The supervisor must consider, at least, the following factors:

1. Needs of the work unit
2. Employee's work duties
3. Cost and who pays
4. Adequate supervision of the employee
5. Employee's current and past job performance
6. Expectations for future performance by the employee
7. Positive or negative effects on customer service
8. Positive or negative effects on the rest of the unit, division, facility or agency
9. Availability of equipment and work space
10. Ability to measure the work performed
11. Demonstrated work skills, such as time management, organization skills, self-motivation and ability to work independently

12. Additional parameters developed to address unique circumstances
13. Seniority is not a basis for selecting employees to participate
14. If the supervisor denies an employee's request to telecommute, the supervisor must give the employee the decision in writing, stating the reason for the denial.

The supervisor and employee shall determine the work schedule. The work schedule and hours of work shall be consistent with the requirements in the applicable department. Telecommuting employees are to attend all work-related meeting unless previously excused. Meetings may be scheduled with short notice to the employee. Telecommuting employees must notify the company offices if they leave their home office during scheduled work hours.

A telecommuting employee who is scheduled to work at a home office on a day declared a weather emergency is expected to work as scheduled.

The company, at its sole discretion, may pay for equipment, telephone lines and installations at the home office. This may include the payment of monthly bills or a portion thereof.

The supervisor must notify those responsible for technology of any equipment used by the telecommuting employee at the home office. The notification must include the employee's name, department and equipment's description and serial number. When the employee returns the equipment, the supervisor must give those responsible for technology the required equipment's information.

Employees who use their personal equipment are responsible for the maintenance and repair of the equipment. The company is responsible for the maintenance and repair of company equipment. If equipment malfunctions, the employee must notify their supervisor promptly. If the malfunction precludes an employee from performing work assignments, the employee may be assigned another project or be required to return to the company offices.

Telecommuting employees must return any equipment, software, products, documents and data if they terminate their employment with the company, they go on an extended leave of absence or the telecommuting arrangement is ended.

Equipment, software, data, supplies and furniture provided by the company for use at the home office are:

1. For the purposes of conducting the business of the company only
2. Not to be used by non-company persons
3. Not to be used for personal purposes
4. The Company owns any software products, documents, reports or data created as a result of work-related activities.

The telecommuting employee must take precautions to ensure hardware and software integrity.

Telecommuting employees may take restricted-access material out of the company offices only with their supervisor's prior approval.

Telecommuting employees must follow the policies of the company regarding privacy and confidentiality when working at the home office. Failure to comply with said policies may result in the loss of the telecommuting privileges and/or disciplinary actions up to and including discharge. Violations may also result in criminal and or civil litigation.

Telecommuting employees must protect the privacy and confidentiality of all company data when at their home office or transferring the data to and from the home office and company offices. For instance, employees must restrict access to confidential and private data by family members and others. Supervisor and employee must agree on protection processes. Telecommuting employees must follow data retention and disposal procedures.

Telecommuting employees must designate a work space as their home office. This work space is subject to the supervisor's approval. The home office must accommodate any equipment used for work. Employees must protect the work space from hazards and dangers that could affect the equipment and themselves. Upon advance notice, representatives of the company may make onsite visits to home offices to determine suitability, that the home office is safe and free from hazards, and to verify the physical location of equipment.

For the purpose of workers compensation, home office spaces are an extension of the office work location during designated work hours only and for employee only. If injured while working at the home office and during designated work hours, the employee must report the injury to their supervisor immediately.

The Company is not responsible for third-party injury or property damage that occurs at the home office or as a result of company equipment. The company is not responsible for insuring equipment. Employees must take steps to minimize damage or theft of equipment at the home office. The company is not liable for any damage or theft of employee-owned equipment.

Employee is responsible for federal or state tax implications arising from telecommuting.

The employee's performance will be measured by objectives and results. Conditions of reportability will not differ from what is expected of employees at the company office except there may be additional reports required of telecommuting employees.

Employees shall obtain supplies needed for the home office through the normal supply procurement procedures. Employees must obtain prior approval from their supervisor to incur expenses. The company will reimburse employees for approved expenses according to relevant policies and plans. Mileage between the home office and the company offices is commute mileage and not reimbursable.

Employees and their supervisors must document their agreements in writing using the Telecommuting Agreement.

An employee who disagrees with the supervisor regarding issues relating to telecommuting may refer the issues to the next level of supervisors.

5. Payroll Status: In addition, an employee is further classified as one of the following:
  - a. Non-Exempt Employee: An employee who is hired in any position in which the organization must pay a predetermined hourly wage or salary, and meets the Department of Labor (D.O.L.) non-exempt status requirements.
  - b. Exempt Employee: An employee who is hired in any position in which the organization pays a predetermined salary, and meets the Department of Labor (D.O.L.) exempt status requirements. The organization recognizes the following Full-Time positions as Exempt:
    1. Chief Executive Officer
    2. Chief Administrative Officer
    3. Chief Operations Officer
    4. Chief Financial Officer
    5. Program Directors
    6. Director of Finance
    7. Payroll and Accounts Receivable Manager
    8. Accounts Payable Manager
    9. Human Resources Associates

## 2.

# Employment, Induction and Training

## K. Chain of Command

1. Method: All employees will report to their direct supervisor. All employees follow the established Orion Associates and Zenith Services, Incorporated Chains of Command.
2. Organization: The following levels of supervision are established in accordance with Orion Associates and Zenith Services, Incorporated organizational structures.
  - a. The following Orion Associates employees report to the Board of Directors:
    1. Chief Executive Officer
  - b. The following Orion Associates employees report to the Chief Executive Officer:
    1. Chief Administrative Officer
    2. Chief Operating Officer
    3. Chief Financial Officer
  - c. The following Orion Associates employees report to the Chief Administrative Officer:
    1. Human Resources Directors
    2. Human Resources Managers
    3. Human Resources Associates
    4. Human Resources Administrative Assistants
  - d. The following Orion Associates employees report to the Chief Financial Officer:
    1. Director of Finance
    2. Payroll and Accounts Receivable Manager
    3. Accounts Payable Manager
    4. Accounts Specialist
    5. Accounting Assistant

- e. The following Zenith Services employees report to the Chief Operating Officer of Orion Associates:
  - 1. Program Directors
  
- f. The following Zenith Services employees report to the Program Directors of Zenith Services:
  - 1. Vocational Coordinators
  - 2. Vocational Specialists

### 3.

## Hours of Work and Attendance

### A. Work Schedules

1. Non-Exempt Employees: These employees are expected to know and follow a master schedule. This master schedule can be found online (Shiftboard) and documents the employee's scheduled days and hours for each payroll period.
  - a. Hours / Overtime Rate: These employees work only those hours scheduled on the master schedule. Exceptions may be made individually in cases of emergency. Where overtime hours are authorized and approved ahead of time by the scheduling department, the rate of pay is time and one-half (1-1/2), based on a calendar week period of forty (40) hours. Only hours in excess of forty (40) are at the time and one-half (1-1/2) rate. A calendar week begins and ends at 12:00 midnight on Saturday.
    1. Exception: When an employee is working a twenty-four (24) hour shift or longer, the Asleep Night hours are exempt and are not taken into consideration as a part of the employee's forty (40) hour work week, unless the sleeping period is interrupted by a call to duty. The time awake will be considered part of the employee's forty (40) hour work week. If the sleeping period is interrupted so that the employee cannot get a minimum of five (5) hours of sleep, the entire period must be counted as part of the employee's forty (40) hour work week.
    2. Weighted Average Rate: When an employee is works more than forty (40) hours a week at multiple sites where different hourly rates apply, overtime is calculated at a weighted average rate, which takes all sites' wages into consideration, based on the percentage of hours worked at each site, and the overtime paid at that rate.
  - b. Time Schedules / Work Locations: Time schedules may vary from week to week. Work locations may also vary according to the needs of the organization as a whole. Schedules are coordinated between employees and scheduling department. From time to time, schedules or locations may be altered to meet the changing needs of the consumers served and the organization. Employees must be flexible in meeting any schedule changes.

1. Compensation for Travel Time: When an employee is assigned to work at two (2) or more sites in a day, the employee is reimbursed for the actual travel time in between the sites, when it is an hour or less between shifts.
  2. Employee Requested Change in Schedule: An employee may request a change in their permanent schedule or assigned work site. That request will be granted or denied by their supervisor. When a change is approved, the employee must continue in their current schedule or at their current site for two (2) weeks, unless the employee, with their supervisor's approval and at their discretion, can find a replacement. An employee's failure to meet this expectation will be considered an unauthorized absence and, therefore, a disciplinary matter.
- c. Holiday Schedules: These schedules are made by the scheduling department. If employees wish to change their schedule, they must submit a request via Shiftboard and obtain approval from the scheduling department.
2. Exempt Employees: These employees are expected to work the number of hours needed to successfully discharge their duties and responsibilities. They are expected to work those days and hours approximating a master schedule approved by their supervisor to meet organizational needs. Work locations may also vary according to the needs of the organization.
    - a. Minor Deviations: Minor deviations made in a master schedule to meet operational needs may be done by the employee. Minor is defined as any hours of a normal work day.
      1. Adjustment: In these cases, exempt employees may adjust their current schedule, if the workload permits, so that those additional hours average a normal master schedule during or within the next pay period.
    - b. Major Deviations: Major deviations made in a master schedule must be approved, giving a reasonable notice ahead of time, by the employee's supervisor.

### 3.

## Hours of Work and Attendance

### B. Work Attendance

1. Responsibility: Each employee is responsible for being in attendance every scheduled work day at the correct starting time through to the end of their shift.
2. Authorized Absence for Non-Exempt Employees: An authorized absence occurs when an employee has requested time off, at least two weeks in advance or twenty- four (24) hours in advance for two (2) or fewer days and the time off has been approved by the employees supervisor. There may be exceptions to the time requirements including absences covered under the Family Medical Leave Act (FMLA), as the result of a Workers' Compensation incident, Funeral Leave or other extraordinary occasions authorized by the Chief Administrative Officer including but not limited to medical emergencies.
3. Occurrence or Unauthorized Absence for Non-Exempt Employees: If an employee is unable to attend a scheduled shift, for any reason, and it is not a supervisor authorized absence, this will result in the use of an occurrence. When an employee calls in due to illness or other unforeseen circumstances, the employee's supervisor or the attendance line representative will inform the employee that an occurrence will need to be used for the absence. All absences require notification of at least four (4) hours or more, prior to the start of the shift. Failure to fulfill this requirement will result in immediate disciplinary action, up to and including termination.

Employees can receive a maximum of four (4) Occurrences in a six (6) month period of time. An on-call employee can utilize a maximum of one (1) occurrence in a six (6) month period of time. If an employee utilizes more occurrences than what they are allowed within a six (6) month period, this will be considered an employee's voluntary resignation.

In the event that an employee is absent, has not communicated with the supervisor, the supervisors are unable to contact the employee; the supervisor may engage a replacement staff person. If the replacement staff person has been engaged and is on the way to or in place at the program and the employee arrives for work, the replacement staff person will be used and the employee arriving late will need to utilize an occurrence. If the employee who is arriving late would like to work the remainder of the shift, they will still need to utilize an occurrence.

An occurrence memo that identifies how many occurrences the employee has taken will be issued to the employee after each absence.

4. **Staff Meetings:** All Non-exempt employees are required to attend all the scheduled Staff Meetings for their sites, which are considered scheduled shifts for all employees. If an employee is unable to attend a scheduled Staff Meeting, they will need to utilize an occurrence. The employee may attend a monthly back up training with their supervisor's approval. If an employee attends a monthly back up training, with supervisory approval, in place of a scheduled Staff Meeting, they will not need to utilize an occurrence.
5. **Employee Replacements:** The employee is responsible for all other schedule switches or changes. If an employee arranges a schedule switch or change, they must receive approval from the scheduling department, during regular business hours, Monday through Friday, 9:00 am to 5:00 pm, prior to the beginning of the shift.
6. **Attendance Rule:** An employee's unauthorized absences which have a detrimental effect on the ability to carry out the mission of any one or more locations, functions, operations or units within the organization will be considered to be unsatisfactory performance by the employee. Not only will the employee need to utilize an occurrence, but the employee will receive appropriate disciplinary action, up to and including termination.
7. **Failure to Attend:** Any employee who provides direct consumer services and who fails in an unauthorized manner to attend one entire scheduled work shift may be dismissed for neglecting those consumers requiring the employee's services, as stated under the mistreatment and neglect statutes for vulnerable adults and minors.
8. **Non-Work Related Activities:** Approval by an employee's supervisor must be obtained when non-work related activities are engaged in during scheduled work time unless the specific position held by an employee allows for such activities once duties are completed. These positions are identified by the Chief Administrative Officer.

9. Conditions for a Return to Work: When employees are absent from work due to illness or injury, a request for a statement from a medical doctor or other health professional permitting the return to work, and stipulating any work restrictions on an employee's ability to perform assigned tasks, may be requested by the employee's supervisor. Failure to provide such a statement may delay a return to scheduled work.
10. Record Keeping: The organization has established record keeping rules. All non-exempt employees are expected to follow these rules:
  - a. Corrections: Any error or accidental omission on payroll records which requires correction may be made only by the employee's supervisor and payroll personnel.
  - b. Recording: A failure to attend work on a scheduled work day must be accurately recorded as such; lateness or early departure must be accurately recorded as such; leaving the work place during scheduled working hours for reasons other than work related business must be recorded out when leaving and recorded in when returning.
  - c. Starting / Ending Times: Unless approved ahead of time, employees should not report in to perform job-related duties any earlier than their scheduled starting time; or continue to perform job-related duties later than their scheduled ending time unless leaving would put consumers or the organization's reputation at risk or reduce the required staffing minimum to an unauthorized ratio.

## 4.

### Wage and Salary Administration

#### A. Wage and Salary Administration

1. Responsibility: It is the responsibility of the Chief Administrative Officer of Orion Associates, in consultation with the Chief Executive Officer of Orion Associates to establish a wage and salary administration plan. It is the chief responsibility of the Chief Administrative Officer to coordinate and carry out this plan.
2. Plan of Administration: The basic elements in this organization's wage and salary administration plan are the availability of funding, marketplace factors, and the most effective use of resources.
  - a. Pay Ranges: Newly hired employees receive the starting rate of pay for their position, according to the appropriate wage scale. Salaried employees receive the salary range for their position, based on their length of employment, experience and education, according to the salary guide.
  - b. Changes in Wage Due to Transfers, Work Assignments, and Volunteered Shifts:
    1. Permanent Transfer or Mandated Temporary Reassignment: An employee who permanently transfers or who is subject to a mandated temporary reassignment, due to a physician's ordered temporary medical restriction, or similar reason, will receive the standard wage for the position to which they have transferred or have been temporarily reassigned to work, according to the appropriate wage scale.
    2. Organizationally Mandated Reassignment: An employee for whom the organization mandates a temporary reassignment, due to a medical restriction or similar reason, but without a physician's or other professional's order, will receive the standard wage for the position from which they have been temporarily reassigned to work, according to the appropriate wage scale.

3. Volunteered Shifts: Direct service employees receive the standard wage for the program for which they have volunteered to work, according to the appropriate wage scale. Program Specialists and Program Assistants receive their regular wage, regardless of where they work, when assigned to work by their supervisor. Like other direct service employees, however, Program Specialists or Program Assistants also receive the standard wage for the program when they volunteer to work, according to the appropriate wage scale.
  4. Notification: In any of the cases noted above, management may communicate this change in wage to the employee, but is not obligated to do so. Employees are encouraged to inquire about potential wage changes when they transfer or reassigned to work in another program, on a permanent basis.
- c. Experience Credit: Employees may receive a wage higher than the starting rate of pay for their position.
1. Internal: Hourly employees promoted or demoted to a new position may receive credit for the length of their experience with Zenith Services, Incorporated, in the determination of the hourly wage in their new position. Employees receiving six (6) months or more credit for the length of their experience with Zenith Services, Incorporated may receive a percentage wage increase, if appropriate, at the time of their Annual wage increases, until they are within the parameters of the appropriate wage scale.
  2. External: When Zenith Services receives cases from another company, employees who currently work for that company, with that case, and are hired as new employees of Zenith Services, Incorporated, may be hired at their current rate of pay or at a rate of pay to which both parties mutually agree rather than the starting rate of pay for that position. Subsequently, they may receive a percentage wage increase, if appropriate, at the time of their Annual wage increases, until they are within the parameters of the appropriate wage scale.
  3. Transfers from Orion Associates or Meridian Services, Incorporated: When a current Orion Associates or Meridian Services, Incorporated employee transfers to Zenith Services, Incorporated, or vice versa, that employee receives their current wage in their new position. Annual wage increases will occur for all positions on every July 1st, based on the Minnesota Cost of Living Increase (COLA).

- d. Established Range: No employee is paid more or less than the established wage or salary range for their position and length of employment without the consent of the Chief Administrative Officer and the approval of the Chief Executive Officers.
- e. Orientation Wage: Orientation includes thirty (30) hours for all programs. Hourly employees are paid \$9.50 per hour for those thirty (30) hours of training. It is possible for a new employee to receive the orientation wage and their regular wage at the same time at any point during their first sixty (60) days of employment. Salaried employees receive their full wage during the period of orientation, reduced on a pro-rated basis if they work less than their Full-Time schedule.
- f. Regional Ranges: Lead Habilitation Counselors, Program Specialists, and Habilitation Counselors receive the rate of pay for their position based on the region in which they provide services.
- g. Frequency:
  - 1. Non-Exempt Employees: All Non-Exempt employees receive an annual wage increase, based on the Minnesota Cost of Living Adjustment (COLA). These Wage increases are not tied to the employees written performance evaluations.
  - 2. Exempt, Program Managers: Program Managers receive an annual increase at the time of their annual evaluations. Program Managers may also receive an annual wage increase, based on the Minnesota Cost of Living Adjustment (COLA).
  - 3. Exempt, Program Directors: Program Directors receive an annual increase at the time of their annual evaluations. Program Directors receive an annual wage increase every July 1st, based on the Minnesota Cost of Living Increase (COLA).
  - 4. Exempt, Program Administrators: Program Administrators may also receive an annual increase at the time of their annual evaluations. Program Administrators do not receive an annual wage increase, based on the Minnesota Cost of Living Adjustment (COLA).
  - 5. Exempt, Case Managers: Case Managers receive an annual increase at the time of their annual evaluations. Case Managers receive an annual wage increase every January 1st, based on the Minnesota Cost of Living Adjustment (COLA).

- h. Wage or Salary Increases: A change in any employee's wage or salary resulting from an Annual wage increase is made effective as of the Annual date.
  - i. Reserved: The organization reserves the right to establish bonuses and other related compensation plans for its exempt employees.
  - j. Confidentiality: Wage scales are not confidential, and may be reviewed by all employees. Salary guide documents are confidential, and all exempt employees are required to enforce and maintain that confidentiality in each and every case.
  - k. Bonuses: Bonuses, above an employee's established hourly wage or salary may be paid, under certain circumstances.
    - 1. AM Bonus: Employees receive a bonus of \$ 2.00 an hour, above their regular hourly wage, when they work the two (2) to three and a half (3.5) hour morning shifts, Monday through Friday, from 5:00 AM to 10:00 AM, at selected residential sites, where counties have made funds available to address this staffing need.
  - l. Pay Ranges: Newly hired employees receive the starting rate of pay for their position, according to the appropriate wage scale. Salaried employees receive the salary range for their position, based on their length of employment, experience and education, according to the salary guide.
3. Payroll Cycles: Wages or salaries are paid on a bi-weekly basis. Pay periods are from Sunday of one week to Saturday of the next week. Wages or salaries earned in one pay period are paid on the second Friday of the next pay period. Pay periods begin at midnight on the first Sunday in the pay period, and end at midnight on second Saturday in the pay period. A calendar week begins and ends at midnight on Saturday. No employee will receive a payment for wages or salaries in advance of a payroll cycle worked.
4. Pay Days: Pay days are every other Friday, the second Friday of the two week pay period.

5. Payroll Distribution: Paychecks will be either deposited directly into the employee's bank account or mailed to the employee's home address.
  - a. Direct Deposit: Direct Deposit is our organization's primary means of payroll distribution. Paychecks designated to be deposited directly will be credited to the employee's bank account on the pay dates. Check stubs will be mailed to the employee's home address. Employees who select direct deposit must complete the necessary additional forms.
  - b. Mailed Checks: Paychecks designated to be mailed to the employee's home address are mailed on the business day before the pay date. This means of payroll distribution should be used only when direct deposit is not possible.
  
6. Payroll Records: All employees must maintain factual payroll records of all actual full or partial hours worked. These records consist of weekly Time Sheets and, in applicable programs, Narrative Sheets. When applicable, Narrative Sheets must be submitted with Time Sheets in order for the supervisor to authorize payment. Time Sheets submitted without Narrative Sheet are an incomplete record and payment will not be authorized.
  - a. Authorizations: An employee's supervisor must authorize their payroll record at the end of the period. This authorization attests to the accuracy and correctness of the record. A signature authorizes payment. In addition, an employee's signature is also required before payment is made.
  - b. Legal Records: Payroll records are legal documents, and should be treated as such. They are governed by Federal, State, County, auditor or contractor laws and rules.
  - c. Alteration: Only supervisors or the Financial Department may alter or change employees' payroll records.
  - d. Accuracy: All employees are expected accurately to record any absence, tardiness or early departure on their payroll record.
  - e. Falsification: No employee may falsify their own or another employee's payroll record.

7. Payroll Deductions: Payroll deductions are made according to Federal and State laws, and as requested and approved by the employee.
  - a. Telephone Reimbursement: Employees who make long distance phone calls from Zenith Services, Incorporated sites must reimburse the organization for the cost of the calls within thirty (30) days of the date of the call. If an employee fails to do so, the cost of the calls will be deducted from the employee's next payroll check.
8. Replacement Checks: Employees who do not receive their payroll checks three (3) business days after they were issued, may request, through their supervisors, that the Financial Department, prepare a replacement payroll check. In the event that an employee receives the original check, the payroll check to be received latter should be voided and returned to the Financial Department.
9. Payroll Errors:
  - a. In the Employee's Favor: Payroll errors made by the employer, in the employee's favor, will be corrected in the following pay period. If, however, the error was for \$ 25.00 or more, it will corrected within five (5) days after the error is presented by the employee and verified by the employer, if requested by the employee. Payroll errors made by the employee, in the employee's favor, will be corrected in the following pay period.
  - b. In the Employer's Favor: Payroll errors made by the employer or employee, in the employer's favor, employee's favor, will be recouped in the pay period or periods subsequent to the determination of the error. The number of pay periods and the amounts deducted per pay period will be determined on a case by case basis.
10. Lunch Breaks: Hourly employees are expected to work their full scheduled shift, as determined by employee's supervisor. This shift does not including time off for a lunch break. If an hourly employee does not work during their lunch break, going out to lunch, for example, that time will not be counted as hours worked. If an hourly employee works through their lunch break, that time will be counted

## 4.

### Wage and Salary Administration

#### B. Work Related Expenses

1. Mileage Expenses: The organization may pay employees for mileage. There are established rules and conditions for the payment of mileage expenses that employees must follow.
  - a. Allowances: Payment may be made at a per mile rate. Reporting must be done on the Expense Sheet; mileage must be recorded accurately.
    1. Conditions: Mileage is either approved ahead of time by the employee's supervisor, or the supervisor may establish ahead of time certain mileage limits on the amount allowed for specific intervals or work assignments.
    2. Payment: Expense Sheets for a month may be submitted to the employee's supervisor with an employee's Time Sheets at the end of each pay period. Supervisors must approve and submit the Expense Sheets to the Accounts Manager. The Accounts Manager will mail reimbursement checks after the completion of payroll. Mileage is paid according to the per mile rate set by the organization.
    3. Limits: Employees should submit Expense Sheets when their approved expenses total more than \$5.00. Reimbursement checks will not be prepared for less than \$5.00, except with a termination or when an employee is not expected to incur any further expenses.
    4. Audit: Expense Sheets are audited and examined for accuracy before payment is made.

- b. Limits (Non-Exempt Employees): Mileage to and from each work site is normal mileage required of the employee to get to and from work, and is therefore not reimbursed; mileage incurred with or for a consumer is considered reimbursable mileage, subject to a supervisor's approval and limits.
  - 1. Exception: When an employee is required to attend training or a comparable event, mileage above twenty-five (25) miles to and/or from the training or comparable event may be considered reimbursable mileage, subject to supervisory approval.
  - 2. Multiple Site Assignments: When an employee is off-duty for one (1) hour or less between scheduled shifts, mileage is reimbursed. When an employee is off-duty for more than one (1) hour between scheduled shifts, mileage to the first and from each work place is considered normal mileage required of the employee to get to and from work, and is, therefore, not reimbursed.
  - 3. Reassignment: If an employee is directed by their supervisor to leave one work site and travel to another work site, they will be paid mileage between the sites.
- c. Limits (Exempt Employees): Mileage to and from the regular work place of any shift is normal mileage required of the employee to get to and from work, and is therefore not reimbursed; mileage to and from any intervening destinations required for the performance of duty is considered reimbursable mileage.
  - 1. Exception: When mileage to or from a work place, that is not the employee's regular work place, and is over twenty-five (25) miles, the mileage above twenty-five (25) miles to and/or from that non-regular work place is considered reimbursable mileage.
  - 2. Emergency Return to Work: Return mileage to and from work, in the event of an emergency, subsequent to the management staff person's usual drive to and from work, is considered reimbursable mileage. This policy applies strictly to program management staff.
- d. Mileage From Sites: No mileage will be paid to employees for the use of personal vehicles when a site vehicle is available, unless specifically authorized by the employee's supervisor.

2. Travel Expenses: Certain employees may be asked to travel to get to specific destinations, such as conferences, training, seminars, meetings and other work related travel.
  - a. Per Diem: An employee may be given a daily per diem of \$35.00 a day, for travel involving overnight stays, to be used for meals, transportation, phone calls, and miscellaneous expenses.
  - b. Lodging: Hotel accommodations will be made by the Administration and will be pre-paid. An employee may need to secure the room with a personal credit card at the time of check-in, and will be held responsible for any damages or similar charges. The employee is responsible for any incidental charges applied to the room at the time of check-out, including phone calls, room service, movie rental, etc.
  - c. Air Fare: Airline accommodations will be made by the Administration and will be pre-paid. Any charges for cancellation, missed flights, or for similar circumstances made for personal reasons by the employee will be the responsibility of the employee.
  - d. Entertainment and Personal Expenses: Entertainment and personal expenses will be the responsibility of the employee.
3. Office Supplies: Supervisors provide employees with office supplies. Employees requiring additional supplies must request them through their supervisor. Supervisors will determine if the request is reasonable and will provide the employee with the supplies.
4. Community Activities: Supervisors determine whether an employee is entitled to reimbursement for community activities and meals, depending on individual consumer program plans. Employee activity and meal expenses will be reimbursed only if the activity is program related, and is part of the consumer's goals and objective as stated in the Individual Program Plan (IPP). Activity and meal expenses incurred while working with a consumer will be reimbursed subject to supervisor's approval of specific activities and if the expenses are reasonable, with established budget limits, and accompanied by a receipt. Reimbursement will not occur without a receipt.
  - a. Activity Expenses: If attendance at an event is approved by the supervisor, admission to the event may be reimbursed. Additional expenses, such as concession, are not eligible for reimbursement.

- b. Meal Expenses: Supervisors approve all work related meal expenses. The maximum meals reimbursement will be according to the following schedule:
    - 1. Breakfast: \$ 4.00
    - 2. Lunch: \$ 5.00
    - 3. Dinner: \$ 6.25
  
  - c. Automobile Related Expenses: Parking fees may be reimbursed. Parking tickets, speeding tickets, and other traffic violations, are not eligible for reimbursement.
5. Telephone Expenses:
- a. Long Distance Calls: Supervisors approve any reimbursement for long distance calls. Long distance administrative calls made from sites other than Zenith Services, Incorporated offices or sites may be reimbursed under the following conditions:
    - 1. A copy of the phone bill or the original phone bill must be attached to the expense sheet (Original phone bills will not be returned).
    - 2. All reimbursable calls must be highlighted and to whom the calls were made must be noted.
    - 3. A total of the calls must be listed in the phone column of the expense sheet.
  
  - b. Personal Long Distance Calls: Employees are not allowed to make personal long distance calls from Zenith Services, Incorporated offices or sites, except in the event of an emergency.
    - 1. If an employee makes an emergency personal long distance phone call, the employee must notify their supervisor.
    - 2. Upon receipt of the phone bill, the supervisor will notify the employee of the cost of the call. The employee may pay for the call immediately. If the employee does not pay the call immediately, the supervisor will notify the Finance Department of the cost of the employee's long distance call. The cost of the call will be deducted from the employee's next paycheck.
  
  - c. Cell Phone Expenses: Cell phone calls are not reimbursable.
    - 1. Exception: Supervisors may approve the reimbursement of a cell phone call, if the call was made in the event of an emergency.

6. Other Expenses: Certain employees may incur other expenses while performing their duties. These may be paid according to the following rules:
  - a. Receipts: Receipts or documented proof is obtained.
  - b. Approval: It is approved ahead of time for an expected expense estimated to be over \$10.00.
  - c. Unexpected Expense: Any unexpected expense must be reasonable and customary for its product, service, result or action; a reasonable effort must be made by the employee to seek approval for the unexpected expense ahead of time.
7. Expense Sheets: All allowable and supervisor approved expenses are to be recorded on the Expense Sheets. All expenses must be totaled and accompanied by a receipt. Expense Sheets may be submitted to the employee's supervisor with an employee's Time Sheets at the end of each pay period, but must be submitted within sixty (60) days of having been incurred, per Internal Revenue Services (IRS) regulations. Expenses submitted over sixty (60) days will be reimbursed, but must be reimbursed as taxable income, per Internal Revenue Services (IRS) regulations. Supervisors must approve and submit the Expense Sheets to the Accounts Manager.
  - a. Limits: Employees should submit Expense Sheets when their approved expenses total more than \$ 5.00. Reimbursement checks will not be prepared for less than \$ 5.00, except with a termination or when an employee is not expected to incur any further expenses.
8. Misuse: Misuse occurs when employees deliberately or unintentionally report unauthorized expenses. Where evidence exists that misuse has occurred, the organization will take action to correct it. Misuse may occur but is not limited to:
  - a. Receipts: A failure to provide receipts.
  - b. Inflated Expenses: An instance or pattern of inaccurate, inappropriate or inflated expense reporting.
  - c. Limits or Conditions: A failure or inability to stay within set limits or conditions.
  - d. Unapproved: An instance or pattern of unapproved expense reporting.
  - e. Falsification: Any instance of false reporting of expenses.
9. Consumer Expenses: Consumers are responsible for their own expenses. Zenith Services, Incorporated will not reimburse consumer expenses.

## 5.

### Rules and Requirements

#### A. Work Rules

1. Job Descriptions: Each employee in every position in the organization is expected and required to follow their individual job description. A failure to follow it may subject an employee to disciplinary action up to and including dismissal.
2. Employment Relations: Zenith Services, Incorporated has established expectations and standards of employment. They are outlined in these Personnel Policies, in the employee's job description, and in the Employee Handbook for easy reference. A failure to meet these expectations and standards may subject an employee to disciplinary action up to and including dismissal. Employment is employment at will. Employment at will means that any employee may terminate the employment relationship at any time, and the employer may do the same.

## 5.

# Rules and Requirements

## B. Continuing Requirements

1. Arrest / Criminal Conviction Checks: Employees may be required to have an arrest / criminal check done periodically during their employment. These are required by State or County licensing standards, and are forwarded to licensing authorities for employment eligibility. Periodic checks of any available public records may be done at the discretion of management.
  - a. Authority: The Chief Administrative Officer of Orion Associates may request an arrest / criminal conviction check at any time to meet licensing requirements or to carry out organizational functions.
  - b. Reporting: Employees who are arrested, under investigation for, charged with or have been convicted of crimes, are required to immediately report this to the Chief Administrative Officer so that it may be submitted to the proper authorities to verify eligibility for employment.
2. Driver License: Employees must be able to drive if their job duties require it. Employees whose job demands the holding and keeping of a valid driver license are expected to do so in order for them to maintain the full capacity to perform all of their assigned job duties.
  - a. Loss: The loss of any required driver license for any reason must be immediately reported by the employee to their supervisor.
  - b. Expectation: Employees who hold a valid driver license in a position that requires it are expected to perform all those duties conferred on them by the class of license they hold, and to perform all those assigned duties expected of them by holding that license.

3. **Driving Records:** Employees who drive as part of their employment must maintain a safe driving record, and are required to do so to protect the lives of the consumers they serve, maintain their own personal car insurance coverage, keep their insured status under the organization's policy to drive its cars, and continue the full capacity to perform all of their assigned job duties.
  - a. **Reporting:** Employees whose driving record is affected by legal violations, including Driving Under the Influence (D.U.I.) violations, or whose driver license status has changed (revoked or limited) are expired to immediately report this to the Chief Administrative Officer.
4. **CPR Certification:** Employees may be required to maintain a current CPR certification. This may be a licensing standard for certain positions.
  - a. **Current:** Current means the employee has received CPR training within the past twelve (12) months from an authorized agency or person approved by the Chief Administrative Officer.
  - b. **Proof:** Employees must show proof of current certification by presenting a copy of it to the Chief Administrative Officer.
  - c. **CPR Training:** Certification or recertification may be done at no cost to the employee, provided it is a job requirement.
5. **Licensing Requirements:** Verification of meeting any licensing requirement must be provided by the employee upon request by the Chief Administrative Officer. Failure to provide sufficient proof of such requirements is cause for dismissal.
6. **Employment Eligibility Verification:** All new employees are required to present proof and complete an Immigration and Naturalization Service (United States Department of Justice) "Employment Eligibility Verification (Form I-9)" upon hire. The Human Resources Department will monitor any of the accompanying documents with expiration dates and will notify the employees with those documents of the pending expiration prior to the expiration date. Employees will be expected to provide new documents before the expiration date. If an employee fails to provide the new documents by the expiration date, that employee will be removed from the schedule until they do so. The employee will remain employed and will be considered to be on a Leave of Absence for up to one (1) month, but is not guaranteed that they will be returned to the same or a comparable position upon submitting those documents during this time. After one (1) month of failing to provide the required documentation, the employee will be considered to have voluntarily resigned their position.

## 5.

### Rules and Requirements

#### C. Continuing Health

1. Physical Examinations: Employees may be required to undertake at any time a physical examination from the organization's selected health care professional to show that they are physically able to perform their job duties, or to meet a bona fide job requirement, or if a reasonable suspicion of disability, disease, impairment or injury exists, or if it is required by licensing standards.
  - a. Cost: A physical examination may be administered by the organization's own health care professionals, under the organization's account, at no cost to the employee. If an employee is unable to keep a scheduled appointment for a physical exam, it is their responsibility to cancel and reschedule the appointment, more than four (4) hours before the appointment. Employees who fail to do so will have any "No Show" or "Late Cancellation" charges deducted from their wages.
  - b. Sickness: When employees are absent from work due to illness, the employee may be asked to provide, at their own expense, a statement from their physician that they are able to return to work.
  - c. Disease: Employees who have contracted a public health listed communicable or infectious disease may not work or return to work unless they are able to meet licensing requirements, and they have the organization's selected health care professional's written consent to do so.
  - d. Pregnancy: During pregnancy, the organization may require a doctor's monthly certification that continued employment will not harm the health and safety of the mother or child. The employee may also need a doctor's certification, before returning to work, after giving birth, stating that their continued employment will not be harmful.

- e. **Mental Health:** Any employee who presents behaviors and symptoms suggesting a mental health problem; or is diagnosed as having a mental health problem; or is viewed by the organization as putting consumers or the organization at risk because of a mental health problem; or demonstrates a mental health problem which affects their ability to perform bona fide job requirements or to meet licensing requirements, may be required to undertake an examination from a qualified health care professional selected by the organization.
  - f. **Mandatory Reporting:** In the event that an employee sustains an injury, work related or otherwise, or experiences an illness that may reasonably be expected or may result in effecting their typical and essential job functions, they are required to report this injury or illness to their supervisor or to another appropriate supervisor on their Chain of Command. Failure to do so may result in disciplinary action, up to and including termination. The company reserves the right to respond to such a report as is deemed appropriate depending on the nature and severity of the injury or illness, to include, but is not limited to, temporary or permanent reduction in schedule, change of duties and work environment, location or site, suspension, lay off and termination.
2. **Assessments:** Employees may be asked to undertake a psychological assessment or assessments to show that they are suitable to perform certain job related activities in their current position or in one that they have applied to fill. Any assessment is administered by the organization's contracted licensed psychologist.
- a. **Cost:** Zenith Services, Incorporated will pay for any assessment the organization requires.
  - b. **Consent:** Employees consent to the assessment ahead of time. If the assessment is a qualifying condition for employment, the employee must undertake it to meet the position qualifications. Failure to complete the assessment will be cause for disqualification from a position sought.
3. **Drug and Alcohol Testing:** As a condition of employment and continuing employment, under certain circumstances employees may be required to submit to drug and alcohol testing.

- a. **Circumstances:** Drug or alcohol testing may be required when this employer has a reasonable suspicion that an employee is currently abusing a drug or alcohol in violation of minimum licensing standards; or is under the influence of drugs or alcohol on the job; or has violated the employer's rules prohibiting the use, possession, sale or transfer of drugs or alcohol during the work or at the work site while performing job duties and responsibilities, operating a vehicle, machinery or equipment; or has sustained a personal injury or caused another employee or a consumer to sustain an injury; or has caused a work-related accident or has operated a vehicle or machinery involved in a work-related accident.
  - b. **Authority:** The Chief Administrative Officer of Orion Associates must approve and coordinate the conditions under which any drug and alcohol testing of an employee is done.
  - c. **Consequences:** In the event that an employees' first drug test is positive, Zenith Services, Incorporated will give that employee the opportunity to participate in and to complete treatment. If the employee does not complete treatment, or if they have a subsequent positive drug test, Zenith Services, Incorporated will take disciplinary action up to and including termination.
4. **Medical Reports:** Medical reports are maintained in a file separate from the Personnel Record, in accordance with the Americans with Disabilities Act (A.D.A.) requirements. All information contained in it is confidential and access is restricted to the Chief Administrative Officer and the Human Resources Department. Unauthorized access and use is prohibited. These medical reports are the property of Zenith Services, Incorporated.

## 5.

# Rules and Requirements

## D. Safety, Property and Security

1. Purpose: Zenith Services, Incorporated's policy is aimed at preventing its employees, consumers, visitors or other persons using these community services from being subject to unreasonable health or safety risks.
  - a. Operating Policies: The organization's established operating policies and procedures are designed and written to prevent unreasonable health or safety risks.
  - b. Notification of Potential Health Risks: The organization reports any and all potential health risks to the local and State agencies responsible for such community health monitoring and protections.
2. Commitment: Zenith Services, Incorporated believes that working conditions for employees should be safe. To meet this, the organization and its employees need to cooperate closely and collaborate with one another.
  - a. Condition of Employment: It is a condition of employment for all trained employees to practice safety measures and prevent injury at the work place, in the community, and while working with consumers.
  - b. Mutual Responsibility: Zenith Services, Incorporated will provide safe working conditions, safe work areas, safe equipment, and safe work methods. Employees will notify their immediate supervisor of any unsafe conditions or areas. Disciplinary action may be taken against an employee who does not abide by safety rules.
3. Safety Programs: Zenith Services, Incorporated offers employees training in health and safety practices. The expected outcome of its training programs is to have adequately-trained, duty-and-responsibility ready employees prepared to undertake their jobs in the safest manner possible.

- a. Responsibility: The organization has established and maintains training programs and practices.
    - 1. Off-Site: It is the responsibility of the Chief Administrative Officer and the Human Resources Department of Orion Associates to administer these training programs and practices.
    - 2. On Site: It is the responsibility of each supervisor and all the employees on the site to identify, control, reduce and eliminate wherever possible any unreasonable health or safety risk.  
All employees must immediately notify their supervisor of all such health or safety risks.
  - b. Accountability: Each trained employee is held personally accountable for their conduct. Practices which pose unreasonable and imminent health or safety risks to employees, consumers, visitors or others in the community are not tolerated.
  - c. Employee Right to Know: Employees are informed of and trained by the organization in the physical or chemical hazards they may face on the job. This includes the potential hazards assumed by working with consumers who have behavioral disorders. Employees sign the On Site orientation and training check-list to acknowledge having received and understood this information. Refer to Personnel Policy 5. E., "Worker's Compensation."
  - d. Disclosure of Behavioral Problems: The organization provides services to certain consumers who exhibit behavioral disorders. Some of these disorders may be offensive to employees, such as inappropriate sexual behavior or racial epithets. Therefore, employees are advised that such behavior may occur. This is disclosed to employees before they begin to work with such consumers.
4. Company Property: Each employee is responsible for the care and safe operation of all this organization's property in their use or charge at all times.
5. Company Cell Phones: Company cell phones are to be considered business phones. All personnel issued a company cell phone should minimize their personal calls. Cell phones must be "on" during business hours. All personnel issued cell phones are to use them for business purposes and should not seek reimbursement for phone cards, pay phones, or personal bills from home.

Zenith Services, Incorporated will monitor all employee company cell phone usage to ensure that this policy is being adhered to. Employees should have no expectation that their company cell phone usage is confidential or private.

a. Use of Company Cell Phones on International Personal Vacations: Employees are expected to reimburse the company for the additional charges incurred by the company due to the use of cell phones while on an international personal vacation. These charges are twofold. First, there is a charge to turn on international service for many phones and, second, there are charges each time the phone is used for either voice or data. Employees will be expected to reimburse the company for both of these charges.

Employees who are going on an international personal vacation and would like to use their phones on vacation, should contact the Financial Administrator in advance so that international coverage can be turned on and off on the appropriate dates. Once the Finance Department has received and reconciled the cell phone bills, the employee will be contacted regarding the payment of any monies owed.

6. Company Vehicles: Employees are to be the only drivers of company vehicles. The employees driving company vehicles are responsible for the care of the vehicles and for their safe operation at all times.

All employees are trained during their on-site orientation to adhere to company procedures for operating company vehicles. These include, but are not limited to: obeying all traffic laws at all time, using all safety features provided in company vehicles, checking all safety features prior to operating the vehicle, walking around the outside of the vehicle prior to operating it to check for obstacles.

Employees must report accidents that occur while operating company vehicles to their immediate supervisor, or by following the Chain of Command. Failure to follow company procedures that result in damage to the company vehicle may constitute employee negligence and may be grounds for disciplinary action including termination.

7. Employee Property: Zenith Services, Incorporated is not customarily responsible for lost, stolen or damaged property belonging to an employee.

In general, employees are expected to safeguard their own property while on duty.

a. Company Restitution: In rare cases, when a consumer's disability or behavior contributes to property damage, the organization may provide

a property settlement to an employee where the organization finds it may be warranted because of the facts; the organization decides under what circumstances this is warranted by the facts. No settlement will constitute a future precedent.

b. Employee Responsibility: As the potential always exists for a consumer's disability or behavior to result in property damage, employees are advised not to wear expensive clothing, jewelry, or other valuable property, such as expensive watches, to work. Employees are further encouraged not to bring anything of value into the workplace. As stated previously, the organization is not responsible for the damage to or loss of any property in the workplace.

c. Vehicle Insurance and Use: All employees required to use their personal vehicles to carry out regular or incidental job tasks, must secure and maintain adequate collision, liability, and property insurance for their vehicle. This insurance coverage must be sufficient to cover any and all consumers and/or fellow employees who may ride with the employee in their personal vehicle in the course of that employee's duties. The company provides no additional insurance coverage for the employee.

1. Mileage Reimbursement: Zenith Services, Incorporated provides mileage reimbursement. The organization is not responsible for directly providing, procuring, or paying for any fueling, insurance, maintenance or repair done to an employee's car during its work use. Zenith Services, Incorporated may request proof of insurance at any time. If Personnel Policy 5. D. 5. a., "Company Restitution," applies, then the maximum the organization may pay is a \$100.00 deductible limit.

2. Exclusion: Zenith Services, Incorporated is not financially responsible for accidents or traffic violations incurred while an employee is using their car for work related duties. Any tickets or citations incurred while an employee is driving on duty are solely the responsibility of the employee to pay.

8. Security: Each supervisor is responsible for maintaining security and for training employees in the established security arrangements concerning the organization's facilities, property, confidential information, classified data, personal and private correspondence, materials and supplies, locked files and storage, access to controlled spaces and records, and keys.

a. Security of Organizational Property: All the organization's owned, leased

or rented properties, equipment or vehicles must be kept locked when not in use.

b. Employee Confidentiality: All Zenith Services, Incorporated employees have the right to the confidentiality of their personal information. In order to protect Zenith Services, Incorporated employees' confidentiality and to insure their security, employees taking phone calls are not to release the home phone numbers, addresses, or other work related information of any other employee, to callers requesting this information. The employee taking the call should ask to take the caller's name and phone number and tell the caller that the message will be relayed to the employee for whom the call was intended. If it is inconvenient or an urgent call, the employee taking the call may call the employee for whom the call was intended immediately. An exception may be made if the caller is a current employee. The employee taking the call must be able to recognize the voice of the caller as that of a current employee who would have legitimate business calling the employee for whom the call was intended.

9. Transportation: Zenith Services, Incorporated employees will provide transportation in company vehicles to those other than employees and consumers only when there is no other means of public or private transportation available, and with the supervisor's approval.

a. Exception: Zenith Services, Incorporated employees will not transport minors without prior administrative approval and written parental / guardian consent. This restriction applies to both employee and company vehicles.

10. Authorized Drivers: In order to insure the safety of consumers and employees, Zenith Services, Incorporated has set a standard as to who should be allowed to drive company vehicles or to drive their own vehicles with consumers or on company business, based on their driving records. Employees are classified as Acceptable Drivers and Unacceptable Drivers, depending on the number and seriousness of violations, as well as other relevant factors.

a. Acceptable Drivers: Zenith Services will not restrict the eligibility to drive of Acceptable Drivers. Acceptable Drivers will be those with driving records that do not include the number or seriousness of violations as listed below.

b. Unacceptable Drivers: The following are to be considered Unacceptable Drivers:

1. No valid license.

2. One or more Type A Violations in the preceding thirty six (36) months.
  3. Two or more Type B Violations in the preceding thirty six (36) months.
  4. Three ore more Type C Violations in the preceding thirty six (36) months.
  5. One Type B Violation and two Type C Violations in the preceding thirty six (36) months.
- c. Definitions: In the preceding categories “Type A Violations” are defined to include:
1. DWI/DUI/OWI/OUI
  2. Refusing substance test
  3. Reckless driving
  4. Manslaughter
  5. Hit and run
  6. Eluding a policy officer
  7. Any felony
  8. Drag racing
  9. License suspension
  10. Driving with a suspended license
  11. Other violations considered serious by the state
- d. Definitions: In the preceding categories “Type B Violations” are defined to include:
1. All vehicle accidents, regardless of fault
- e. Definitions: In the preceding categories “Type C Violations” are defined to include:
1. All moving violations not classified as Type A or Type B (i.e. speeding, improper lane change, failure to yield, running red lights, or stop signs, etc.)
- f. Review: Zenith Services, Incorporated’s Human Resources Department reviews employee’s the driving records at time of hire and periodically during

employment. At these times, the department determines or updates who is considered to be an Acceptable or Unacceptable Driver.

- g. Notification: When Zenith Services, Incorporated's Human Resources Department determines whether an employee is an Unacceptable Driver, Human Resources will notify the Chief Operating Officer and the employee's Program Administrator.
  - h. Employment Status: When it is determined that someone is an Unacceptable Driver, Zenith Services, Incorporated will evaluate whether the individual employee's driving record indicates a risk to safety of consumers and fellow employees. If it is determined that the employee can remain employed, the employee is obligated to sign an agreement indicating that they understand their employment is in jeopardy due to their driving record and that subsequent violations will may result in termination.
  - i. Change of Status or Termination: Zenith Services, Incorporated reserves the right to withdraw the offer of employment if their driving status precludes them from adequately fulfilling their job duties. Similarly, if a current employee's driving status changes to that of an Unacceptable Driver so that they are unable to fulfill their job duties, Zenith Services, Incorporated reserves the right to reduce their scheduled hours and change their employment status to Part-Time or On Call, or to terminate that person's employment.
11. Dress Code: It is Zenith Services, Incorporated expectation that all employees will maintain the highest standards in appearance, appropriate to their positions, while at work or while performing company business.

Direct Services employees will wear casual clothing that is neat, clean, in good condition, and is not overly revealing. All clothing must be appropriate to one's

position, including clothing that is not overly restrictive and footwear that is functional given the nature of the work. These standards will be determined by one's supervisory staff, on a case-by-case basis.

Management / Administrative employees will dress in a professional, "workplace casual" manner in the offices and at all times during internal and external meetings and training seminars. If involved with direct service Management / Administrative employees will wear casual clothing that is neat, clean, and in good condition, and is not overly revealing, this to be determined by one's supervisory staff, on a case-by-case basis.

As the potential always exists for a consumer's disability or behavior to result in property damage, employees are advised not to wear expensive clothing, jewelry, or other valuable property, such as expensive watches, to work.

As stated previously, the organization is not responsible for the damage to or loss of any property in the workplace.

Zenith Services, Incorporated's dress code policy is intended to apply equally to employees of different sexes, races, nationalities and religions, and will not discriminate against an employee because of his or her appearance where the appearance is the result of a sincerely held religious belief. The company will reasonably accommodate that person's religious beliefs by relaxing the application of its ordinary appearance rules unless this cause's undue hardship.

Failure to comply with Zenith Services, Incorporated's dress code policy may result in disciplinary action, up to and including termination.

12. Smoking: Zenith Services, Incorporated offices, buildings and vehicles are "smoke-free" environments. No smoking is allowed, except in specifically designated outdoor smoking areas and only during supervisory approved breaks. Procedures for smoking outside the buildings must be followed at all times.
  - a. Off-Site: No smoking is allowed in a consumer's residence, while transporting a consumer, in public, or at any other time while working with a consumer.
  - b. Restrictions in Permitted Smoking Areas: While smoking is allowed in specifically designated outdoor smoking areas, during supervisory approved breaks, smoking is strictly forbidden, even in those areas, in the presence of a consumer.
13. Alcohol and Drug Use: Zenith Services, Incorporated prohibits the consumption or use of alcohol, drugs, including the abuse of prescription medications, or controlled substances during work hours. Zenith Services, Incorporated also prohibits employee behaviors indicating the use of chemicals while on duty or coming to work under the influence, except in the case of the appropriate use of physician

prescribed medications. Either instance will result in immediate disciplinary action, up to and including termination.

- a. Policy: It is the policy of this Department of Human Services (DHS) licensed provider Zenith Services, Incorporated to support a workplace free from the effects of drugs, alcohol, chemicals, and abuse of prescription medications. This policy applies to all of our employees, subcontractors, and volunteers (employees).
- b. Procedures:
  1. All employees must be free from the abuse of prescription medications or being in any manner under the influence of a chemical that impairs their ability to provide services or care.
  2. The consumption of alcohol is prohibited while directly responsible for persons receiving services, or on our property (owned or leased), or in our vehicles, machinery, or equipment (owned or leased), and will result in corrective action up to and including termination.
  3. Being under the influence of a controlled substance identified under Minnesota Statutes, chapter 152, or alcohol, or illegal drugs in any manner that impairs or could impair an employee's ability to provide care or services to persons receiving services is prohibited and will result in corrective action up to and including termination.
  4. The use, sale, manufacture, distribution, or possession of illegal drugs while providing care or to persons receiving services, or on our property (owned or leased), or in our vehicles, machinery, or equipment (owned or leased), will result in corrective action up to and including termination.
  5. Any employee convicted of criminal drug use or activity must notify their supervisor no later than five (5) days after the conviction.
  6. Criminal conviction for the sale of narcotics, illegal drugs or controlled substances will result in corrective action up to and including termination.
  7. The use, distribution, and sale of consumer's medications is prohibited, and will result in corrective action up to and including termination.
  8. The program's designated staff person: Stephen Hage, Chief Administrative Officer, will notify the appropriate law enforcement

agency when we have reasonable suspicion to believe that an employee may have illegal drugs in his/her possession while on duty during work hours. Where appropriate, we will also notify licensing boards.

14. Privacy: The organization will monitor all employee use of computers, internet and e-mail to ensure employee compliance with the organization's Harassment policies. The organization reserves the right to recover and access an employee's e-mail and Internet files at any time, without notice. All files stored on the computer and all Internet activity is subject to monitoring and inspection. Employees should not expect that any of the aforementioned files are confidential. Although an employee may have a password on their computer, this does not provide the employee an expectation of privacy.
15. Subpoenas, Search Warrants, Investigations, or Other Legal Actions:  
In the event that an employee is contacted by a legal authority with a subpoena, search warrant, investigation, or other legal action involving the organization, the employee contacted will contact and refer the matter to the Chief Administrative Officer immediately. It is the expectation of the organization that all employees will cooperate fully with all subpoena, search warrants, investigations, or other legal actions under the direction of the Chief Administrative Officer. The organization is committed to protecting its employees when actions of the organization are being put under scrutiny. Employees will be given assistance during any investigation process. All questions and concerns are to be referred to the Chief Administrative Officer.
16. Reporting Wrongdoing: All employees are required to report wrongdoing, witnessed or rumored, including but not limited to waste, fraud, abuse, neglect, financial malfeasance, or any other violation of the organization's Code of Ethics to their immediate supervisors. Employees may choose go over their supervisors, for any reason, to report the incident to their supervisors' Program Director, Program Administrator, or to Cheryl Vennerstrom, the Chief Operating Officer, at 763-450-5007, or to Stephen Hage, the Chief Administrative Officer, at 763-450-5004. All reports must be made in good faith. The organization is prohibited from retaliation against any person who makes a report in good faith. If a report is made, the Chief Administrative Officer will investigate and will review the status of the investigation to the reporter within two (2) to five (5) days.
17. Open Work Environment: Zenith Services, Incorporated's goal is to provide for a work environment that is supportive of its employee's personal lives. In order to accomplish that goal, Zenith Services, Incorporated has adopted the following policies regarding an open work environment for children and pets.

- a. Children: The organization allows children to be in the workplace, particularly in the company's offices, provided that the employee's duties do not involve direct service with consumers. Children's presence in the workplace must be transitional in nature, as a temporary measure in the event of illness or a problem with day care. The transitional nature of the children's presence also means that it is acceptable on an occasional daily basis, but is not considered an option for an extended number of days, such as a week. Children may not be in the workplace as a means of child care. While allowed, children in the workplace should not be routine. Under no circumstances can children be disruptive with their parent or other employees. All determinations as to what is considered appropriate regarding the presence of children in the workplace is at the discretion of one's supervisor.
  - b. Pets: The organization allows pets, usually dogs, to be in the workplace, particularly the company's offices. Pets must be properly confined and must not cause property damage. Pets may not be permitted under certain circumstances, such as shared office space without the consent of the co-worker or in the event that a co-worker has an allergy to that animal. Pet owners must clean up after their pets, both indoors and outdoors. While allowed, pets in the workplace should not be routine. Under no circumstances can pets be disruptive with their owner or other employees. All determinations as to what is considered appropriate regarding the presence of pets in the workplace is at the discretion of one's supervisor.
18. Personal Charitable Solicitations and Fundraising:
- a. All requests to solicit co-workers must be approved by the Officers. Solicitations must be for generally charitable or service related causes. Solicitations for political or religious causes will not be approved.
  - b. Solicitations must be made to all administrative / management employees rather than any department or sub-group within the organization.
  - c. All solicitations must clearly state that there is no obligation to contribute.

## 5.

# Rules and Requirements

## E. Workers' Compensation

1. Compliance: Zenith Services, Incorporated complies with all the Workers' Compensation law of the State of Minnesota.
  - a. Administration: The Chief Administrative Officer and the Human Resources Department of Orion Associates administer Workers' Compensation recording, reporting, claims, and follow-up procedures.
  - b. Costs: The organization pays for all costs associated with providing this insurance coverage to its employees.
  - c. Compensation: The organization's insurance carrier makes all payments and all decisions pertaining to compensable illness or injury.
  
2. Mandatory Reporting: It is mandatory for an employee involved in any work-related illness or injury to report it as soon as possible on the form used for that purpose; a failure to report any work-related illness or injury may be grounds for disciplinary action.
  - a. Responsibility: It is the responsibility of the employee's supervisor to investigate and record the vital facts and circumstances surrounding any reported illness or injury. This is done on the reporting form used for that purpose, and according to the established time lines. The report must be given to the Chief Administrative Officer within forty-eight (48) hours of receiving the employee's illness or injury report. A failure to provide the necessary report to the Chief Administrative Officer within that time line may result in substantial financial penalties to the company.
  
3. Workers' Compensation Claims: Once a claim is made, it is processed by the Chief Administrative Officer and the Human Resources Department.
  - a. Contacts: Calls and correspondence concerning a Workers' Compensation claim are referred to or made by the Chief Administrative Officer and the Human Resources Department. All such contacts are handled by the Chief Administrative Officer and the Human Resources Department only.

- b. **Liability and Cause:** At no time is a supervisor to make any statement pertaining to the organization's liability in regard to any claim made or make any statement as to the cause of any illness or injury reported. All such statements are expressly disavowed by Zenith Services, Incorporated. A decision of liability or cause is made by the insurance carrier and the State's agent.
- c. **Accountability:** All employees, and especially supervisors, are held accountable for keeping claims to a minimum by avoiding unreasonable health or safety risks in the work place and in the community.
- 4. **Employee Status:** The status of an employee is not affected by reporting a bona fide work related illness or injury, and filing a bona fide claim. Employees making false or misleading statements and claims of work related illness or injury, or failing to report any work related illness or injury, may be subject to disciplinary action.
- 5. **Return to Work:** Zenith Services, Incorporated's goal is to ensure its employees are healthy, productive, and contribute to the growth of the company. The welfare of our employees continues to be paramount in the operation of the business.

To the greatest degree possible, Zenith Services, Incorporated will provide for the prompt and safe reintegration of employees into the work environment after injuries or extended illnesses. The reinstatement of an employee will be done in a manner that is in the best interest of the employee in keeping with the highest standards. It is the policy of Zenith Services, Incorporated to provide a return-to-work program as the means to return injured employees to meaningful, productive employment following a compensable job-related injury or occupational disease.

Zenith Services, Incorporated will maintain a Light Duty / Return-to-work compliance program conforming to the best management practices of organizations of this type. To be successful, such a program must embody the proper attitudes not only on the part of supervisors and employees, but also between each employee and his or her co-workers. Only through such a cooperative effort can a program in the best interest of all be established and preserved.

## 5.

# Rules and Requirements

## F. Conflict of Interest

1. Expectation: All Zenith Services, Incorporated Officers, Program Administrators, Program Directors, and committee members will avoid any conflict between their own respective and individual interests and the interests of the company, in any and all actions taken by them on behalf of Zenith Services, Incorporated in their respective capacities. Furthermore, they will comply with all governmental statutes, ordinances, and regulations, including those relating to conflict of interest. A conflict of interest exists when any Officer, Program Administrator, Program Director, or committee member of the company has a direct or indirect interest in or a relationship with any individual or organization which proposes to enter into any transaction with Zenith Services, Incorporated for the sale, purchase, lease, or rental of property, or to render or employee services, personal or otherwise.

No Officer, Program Administrators, Program Directors, or committee member of Zenith Services, Incorporated will use his or her position in a manner that may create a conflict between personal interests and those of the company or related entity or otherwise engage in actions that may create a conflict, or create the appearance of a conflict of interest. If a conflict of interest exists, the Officer, Program Administrators, Program Directors, or committee member will give the Board of Directors of Zenith Services, Incorporated notice of such conflict of interest or relationship and will thereafter refrain from voting or otherwise attempting to exert any influence on the company to affect its decision to participate or not participate in a given transaction. A conflict of interest does not exist if an Officer, Program Administrator, Program Director, or committee member of the company has an interest in a related organization. A related organization means an organization that controls, is controlled by, or is under common control with the company either through ownership of at least fifty percent or more of the voting members of the governing body, or has the power to cause the direction of the management and policies of the other organization.

A copy of this statement will be furnished to each Officer, Program Administrator, Program Director, or committee member who is presently serving Zenith Services, Incorporated or who may hereafter become associated with the Board of Directors of the company at the regular meeting thereof and each Director will be asked to declare any potential interest they may have. This will be conducted on no less than an annual basis or whenever a possible Conflict of interest might arise, and such action will be recorded in the minutes of the meeting.

2. Policy: Employees should at all times avoid a possible or actual conflict of interest between themselves and Zenith Services, Incorporated. A conflict of interest occurs when an employee engages in conduct which presents an act of or constitutes the appearance of self-dealing or self-interest. This may occur in many different ways, such as:

- a. Other Employment: An employee seeking or receiving wages or salaries from another employer directly related to this organization's work.

- b. Other Remuneration: An employee seeking or receiving other remuneration from any agency or person directly related to this organization's work.
  - c. Gifts and Gratuities: An employee receiving gifts, entertainment or money from any agency or person directly related to this organization's work.
  - d. Financial Interest: An employee holding financial interest in or having a financial or personal relationship with another entity or enterprise doing business with the organization as one of its contractors, sub-contractors, vendors or suppliers.
  - e. Proprietary Interest: An employee divulging, sharing or gaining from proprietary information or the proprietary materials and resources developed by the organization for its exclusive use or sale.
  - f. Illegal or Unethical Interest: An employee engaging in an activity that is in violation of any law regulating the conduct of this organization's business or its corporations, or that is unethical or reflects badly on the reputation of the organization.
  - g. Self-Serving Interest: An employee buying any item from or selling any item to the organization without notice and approval ahead of time. At no time will an employee buy, sell or trade any item with a consumer.
3. Disclosure: An employee must disclose at all times a possible or actual conflict of interest or any situation that is likely to be seen as a conflict of interest by other employees, consumers, or government agencies doing business with the organization; all such apparent conflicts must be immediately reported to the Chief Administrative Officer or the Human Resource Department.
4. Employer Right: Zenith Services, Incorporated reserves the right to decide when an employee's activities or relationships represent a conflict with the organization's interests, and to take whatever action is needed to resolve it.
5. Representation: No employees may represent themselves as speaking for the organization unless it is authorized ahead of time by one of this organization's supervisors or it is part of the employee's assigned job responsibilities.
6. Prohibition: Individual employees may not take part in or exert influence on any transaction or decision in which their interests may conflict with the interests of Zenith Services, Incorporated.

7. Violations: Violations of this conflict of interest policy may be grounds for disciplinary action.

## 5.

# Rules and Requirements

## G. Personnel Records and References

1. Records: A Personnel Record is maintained on each employee. Only the personal and personnel information needed are collected and retained for the record.
  - a. Property: Personnel Records are the sole property of Orion Associates.
  - b. Responsibility: The Chief Administrative Officer and the Human Resources Department of Orion Associates are responsible for maintaining current and up-to-date Personnel Records that meet the needs of the organization and its licensing standards. Information contained in these Personnel Records is never removed except as required by judicial or administrative order.
  - c. Retention: Orion Associates retains Personnel Records for seven (7) years subsequent to an employee's termination.
2. Data Privacy: The organization follows and enforces the data privacy requirements set forth in Federal and State statutes.
  - a. Confidentiality: All information contained in a Personnel Record is confidential. Only authorized personnel, persons or agencies may obtain confidential information.
  - b. Access: Internal access to Personnel Record is controlled by the Chief Administrative Officer. Only the authorized personnel listed in procedure may have access to these records.
  - c. File Security: All Personnel Records are kept in a locked file under the direct control of the Chief Administrative Officer. Only authorized personnel may have filing cabinet keys.
  - d. Computer Security: Some personnel information is stored on computer data systems. The Chief Administrative Officer has the responsibility to make these systems as secure as possible.
  - e. Dissemination: The Chief Administrative Officer maintains and regulates the data privacy policy and practices of the organization for its employees so that the employees may be informed of them and recognize their rights under them.
3. Reference Disclosures or Requests: Only that information authorized by the organization regarding a current employee or former employee is disclosed by the Chief Administrative Officer and the Human Resources Department to any agency or person making a telephone or written request. The information authorized includes position title(s) and dates of employment.

- a. Authority: All reference disclosures or requests are referred to the Chief Administrative Officer and the Human Resources Department for handling. The Chief Administrative Officer coordinates all activities needed to handle these requests.
  - b. Legal Disclosure: As required by law, information contained in a Personnel Record is disclosed by the organization without the consent of or notice to the employee. Such information so legally disclosed may not be held against the organization.
4. Personal References: Employees of Zenith Services, Incorporated may choose to write or act as personal references for their fellow employees. If an employee chooses to do so, however, the reference must be strictly and entirely personal in nature and not connected with or referring to Zenith Services, Incorporated in any way. Personal references may not use Zenith Services, Incorporated's letterhead, may not refer to the company, may not include either person's job titles, may not comment on the employee's work history or performance, nor make any reference to the professional roles of either person, including the supervisory role of either party.
5. Employees may review their personnel file, as often as every six (6) months, within seven (7) days of a written request to the Chief Administrative Officer. An appointment will be set for the employee to review their personnel file in the presence of a Human Resources staff member. After the review and upon the employee's written request, the company shall provide a copy of the record to the employee.

## 5.

# Rules and Requirements

## H. Employee Communication

1. Resolving Employment Problems: In the event employees encounter difficulty with or believe a problem exists about their employment, they should refer this matter in writing to their direct supervisor, within ten (10) business days of its occurrence, who will make every effort to resolve it. The direct supervisor will attempt to address the matter and will respond to the employee within five (5) business days of receiving written notice. If the matter is not settled, it will be appealed to a Program Administrator in writing within five (5) business days of the direct supervisor's response. The Program Administrator will submit a written decision to the employee within five (5) business days. If the matter is not settled, it will be appealed to the Chief Operating Officer in writing within five (5) business days of the Program Administrator's response. The Chief Operating Officer will submit a written decision to the employee within five (5) business days. If the matter is not settled, it will be appealed to the Chief Executive Officer in writing within five (5) business days of the Chief Operating Officer's response. The Chief Executive Officer will then render the final decision to the employee, the Chief Operating Officer, the Program Administrator, and the direct supervisor within ten (10) business days following the appeal. The direct supervisor, the Program Administrator, the Chief Operating Officer, and the Chief Executive Officer always consult with the Chief Administrative Officer at every step in each and every case before making a decision. A written record of the matter will be kept.
2. Resolving Disputes or Conflicts: In the event a dispute or conflict arises, an employee may follow the established Chain of Command to resolve it. The Chain of Command is the only internal means for resolving such disputes or conflicts within the organization. As much as possible, such disputes or conflicts should be resolved at the level closest to the employee. The Chief Executive Officer, in consultation with the direct supervisor and the Chief Administrative Officer, has the full authority to settle such disputes or conflicts if they reach that level. The Chief Executive Officer's decision is final and binding on all parties to the dispute or conflict.
3. EEO/AA Complaints: The organization has an established EEO Complaint Procedure. All complaints about alleged harassment and discrimination are handled using this procedure.

5.

## Rules and Requirements

# I. Harassment

1. Harassment: It is Zenith Services, Incorporated's policy to maintain a working environment free from offensive or degrading remarks or conduct. The prohibited behavior includes inappropriate remarks about or conduct related to an employee's race, color, creed, religion, national origin, sex, sexual orientation, marital status, disability, age, status regarding public assistance, membership or activity in any local organizations dealing with discrimination or affectional preference of any employee, or any other characteristic protected by law. Further, behavior prohibited by this policy also includes requests to engage in illegal, immoral or unethical conduct or retaliation against an employee who makes a complaint regarding any of the prohibited behaviors described in this policy statement.
  
2. Sexual Harassment: Sexual harassment is a prohibited behavior. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when submission to such conduct is made either explicitly or implicitly a part of or a condition of any individual's employment; submission to or rejection of such unwanted conduct by an employee is used as a basis for an employment decision affecting the employee, or such unwanted conduct has a purpose of or results in an unreasonable interference with an employee's work performance or creates an intimidating, hostile, or offensive work environment.
  
3. Intentional Physical Contact: Incidental physical contact may occur between employees in the course of performing their duties in the workplace. Zenith Services, Incorporated, however, forbids intentional physical contact between employees, whether that contact is consensual or non-consensual, while on duty or otherwise in the course of their employment. This policy includes, but is not limited to, such physical contact as casual touching, hugging, hand holding, back, neck, or foot rubbing, and kissing, etc, without consideration as to the motivation. This policy applies to all employees, without regard to gender or sexual orientation of the individual. Violations of this policy may result in disciplinary action.
  
4. Examples of Sexual Harassment: The following are examples of sexual harassment. These are not the only possible examples. An employee who has questions about whether conduct is permissible under this policy, should discuss the issue with their immediate supervisor. Employees may choose to go over their supervisor, for any reason, to report the incident to their supervisor's Program Administrator, the Chief Operating Officer, or the Chief Administrative Officer

- a. Unwelcome sexual flirtations, propositions, and invitations to social events.
- b. Offensive physical contact, touching, or physical closeness.
- c. Use of words of a sexual nature describing body parts or sexual acts, telling “suggestive” jokes or stories, and conversations about sexual exploits or sexual desires.
- d. Displaying in the workplace sexually suggestive objects, pictures, cartoons, or representations of any action or subject which is sexual in nature and which can be perceived as offensive. This includes, but is not limited to accessing pornography via the internet or email, or by any other means, while on duty, while at any company site, or at any other time while working with a consumer.
- e. Sabotaging an employee’s character, reputation, work effects, or property because of sex.
- f. Direct and indirect suggestions that an employee’s job security, job assignment, conditions of employment, or opportunities for advancement depend in any way on the granting of sexual favors or relations.
- g. Gossip about another person, spreading rumors about another person, talking about the activities of another person, whether the statements are true or false.

All such conduct will be investigated and disciplinary action, up to and including termination of employment, may occur.

- 5. Consensual Relationships: Zenith Services, Incorporated recognizes that consensual relationships sometimes exist between employees which are, or have the potential of becoming, sexual in nature. Zenith Services, Incorporated strongly discourages such relationships, particularly those in which differences in age, background, or other characteristics of the two individuals compromise the ability of either one to make an informed decision about participating in the relationship.

- a. If a relationship develops between two employees, one or both of them are to notify their supervisor(s) immediately. Failure to do so may result in disciplinary action.
  - b. Relationships between a supervisor and subordinate are forbidden. A supervisor will not be allowed to supervise a subordinate with whom they are in a relationship. If a relationship develops between a supervisor and subordinate, one or both of the employees must notify the supervisor's supervisor immediately. In the event of such a relationship, one of the individuals will be transferred to another program, solely at the discretion and as is determined to be in the best interests of the company.
  - c. If a personal, charitable, business or other relationship develops between an employee and a business contact, supplier, contractor, vendor or other business resource of the organization or the organization's affiliates, including, but not limited to Headwaters Relief Organization, whether such initial contact occurred as part of an employee's employment or volunteer activities, the employee shall notify their supervisor(s) immediately. At all times during the relationship, the employee will not represent themselves as being associated with the organization or any affiliate organization and will affirmatively disclaim such representation or association.
6. Reporting Harassment: Any employee who feels he or she is being subjected to offensive behavior of any kind shall feel free to object to the offensive behavior and shall also report the behavior to their immediate supervisor. If an employee feels harassed or offended by another employee, by a management person, or any other person whom he or she encounters in the course of employment, whether the other person is of the same sex or opposite sex, the employee should go directly to their immediate supervisor. Employees may choose go over their supervisor, for any reason, to report the incident to their supervisor's Program Director, Program Administrator, or to Cheryl Vennerstrom, the Chief Operating Officer, at 763-450-5007, or to Stephen Hage, the Chief Administrative Officer, at 763-450-5004. Furthermore, it is the responsibility of an employee who has knowledge or suspicion of such conduct / harassment on the part of or directed towards a fellow employee to report such knowledge or suspicion to their immediate supervisor. In these circumstances, employees again may choose go over their supervisor, for any reason, to report the incident to their supervisor's Program Administrator, the Chief Operating Officer, or the Chief Administrative Officer. Failure to do so may result in disciplinary action.
7. Management Reporting: Any supervisor who receives a complaint or believes prohibited behavior is occurring shall report the behavior to their supervisor, their supervisor's Program Administrator, the Chief Operating Officer, or the Chief Administrative Officer.
8. Investigation: All complaints of prohibited behavior will be investigated promptly, fairly and completely. The response from each complaint will be

determined after such investigation. The remedial action will be determined from the investigation and may range from an apology to termination. Each situation will be handled discreetly. If the prohibited behavior re-occurs or if any retaliation against the employee occurs, it should be immediately reported to the persons named above.

9. Application: This policy applies to all employees whether full time, part time or temporary employees.
10. Retaliation: No retaliation or intimidation directed towards any employee making a complaint will be tolerated.
11. Termination: Violation of this policy will be grounds for discipline, up to and including termination.
12. Disclaimer: This policy statement does not constitute an employment contract and should not be interpreted as creating an employment contract.

All employees are employees at will. Employment at will means that either Zenith Services, Incorporated or any employee may terminate the employment relationship at any time, without prior notice and for any reason. Any representations to the contrary are not binding upon Zenith Services, Incorporated unless signed in writing the company. Zenith Services, Incorporated reserves the right to make any changes at any time by adding to, deleting, or changing any existing policy. Zenith Services, Incorporated also reserves the right to change or revise this policy or procedure at any time and without prior notice.

## 5.

### Rules and Requirements

#### J. Workplace Violence Prevention

1. **Commitment:** Zenith Services, Incorporated is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, Zenith Services, Incorporated has adopted the following guidelines to deal with intimidation, harassment, or other threats of, or actual violence that may occur during business hours or on its premises.
2. **Standards:** All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, “horseplay,” or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of Zenith Services, Incorporated without proper authorization.
3. **Improper Conduct:** Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. Violence in the workplace is considered to include threats, assaults, batteries, harassment, stalking, and other forms of intimidation, generally defined as any act, gesture, or statement that is interpreted by any employee as threatening or intimidating; any act or omission that is physically damaging to employees in the workplace, on company property, or that is related to company business or policy, regardless of the location of such acts. This prohibition includes all acts of harassment, including harassment that is based on an individual’s sex, race, age, or any characteristic protected by federal, state, or local law.
4. **Reporting Violence:** All threats of, or actual violence, both direct and indirect, should be reported as soon as possible by an employee to their immediate supervisor. Employees may choose to go over their supervisor, for any reason, to report the incident to their supervisor’s Program Administrator, the Chief Operating Officer, or the Chief Administrative Officer. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, an employee should be as specific and detailed as possible.
5. **Reporting Disturbances:** All suspicious individuals or activities should also be reported as soon as possible by an employee to their immediate supervisor. Employees may choose to go over their supervisor, for any reason, to report the incident to their supervisor’s Program Administrator, the Chief Operating Officer, or the Chief Administrative Officer. Employees are not to place themselves in peril. If an employee sees or hears a commotion or disturbance, they are not to intercede. In the event of immediate danger to the employee or to others, the employee is to call 911 and then notify the supervisor or another appropriate management level person.

6. Investigation: Zenith Services, Incorporated will promptly and thoroughly investigate all reports of threats of, or actual violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, Zenith Services, Incorporated may suspend employees, either with or without pay, pending investigation.
7. Consequences: Anyone determined to be responsible for threats of, or actual violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination or employment. Furthermore, legal charges may be pursued for acts which constitute criminal conduct.
8. Prevention: Zenith Services, Incorporated encourages employees to bring their disputes or differences with other employees to the attention of their supervisors before the situation escalates into potential violence. Zenith Services, Incorporated will assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

## 5.

### Rules and Requirements

#### K. Confidentiality

1. Confidentiality: In the course of employment, employees may be given certain confidential information or may be given access to certain confidential information belonging to Zenith Services, Incorporated, Orion Associates, or other entities for whom Orion Associates provides management services, now or in the future (all such entities are hereinafter collectively referred to as the “affiliated companies”).
2. Confidential Information: The protection of confidential information and trade secrets is vital to the interests and the success of the affiliated companies. Such confidential information includes, but is not limited to the following examples:
  - a. All items of information belonging to the affiliated companies or the affiliated companies that could be classified as trade secrets pursuant to law;
  - b. The names, addresses, telephone numbers, and contact persons of all of the consumers and consumer representatives doing business with the affiliated companies, including all information obtained regarding the consumer, including the consumer’s medical data, behavioral data, service requirements, and assessments shall be considered confidential information. All such information is also governed by the Minnesota Government Data Practices Act;
  - c. The names, addresses, telephone numbers, and contact persons of the affiliated companies’ case workers and county contacts and the nature and amount of business done with each;
  - d. The names and addresses of other business contacts of the affiliated companies;
  - e. The particular names, methods, and procedures utilized by the affiliated companies in the conduct and advertising of their business;
  - f. Applications, operating systems, communication and other business systems, computer programs, software systems, or the derivatives therefrom including without limitation the source and object, codes, flow charts, quoting sheets, program design concepts, related documentation, and manuals and plans of affiliated companies;
  - g. Marketing techniques, service policies, quoting and other materials or information relating to the affiliated companies’ manner of doing business and any other materials or information relating to the business or activities of the

affiliated companies which are not generally known to others engaged in competing business activities;

- h. Compensation arrangements the affiliated companies have with their employees, and with their independent contractors, agents, and other representatives;
  - i. All of the affiliated companies' financial information, including but not limited to their financial statements, tax returns, journals and ledgers;
  - j. Confidential material means all tangible material containing confidential information, including without limitation written or printed notes, documents and electronic information, computer records and disks, etc., whether machine or user readable, belonging to the affiliated companies.
3. Clarification: If an employee has a question as to whether or not certain information is confidential, it is the responsibility of the employee to ask their supervisor or to follow the Chain of Command for clarification.
4. Agreement: All employees will be required to sign an agreement that any confidential information of which the employee gains knowledge and any confidential material coming into the employee's possession will be used by the employee solely for the purpose of performing the employee's job functions. Except as may otherwise be required by law, the employee must agree to hold all confidential information in strictest confidence and will not disclose or make available any confidential information to any person or entity or make or cause to be made or permit either during the term of the employee's employment or at any time thereafter.
5. Acknowledgement: All employees will be required to acknowledge that the improper use or disclosure of any confidential information or confidential material will subject the employee to immediate disciplinary action, up to and including termination of employment and legal action. In addition, the employee will be required to acknowledge that the remedies provided by law would not adequately compensate the affiliated companies in the event of the employee's breach of this agreement, and that it would be difficult to ascertain profits lost by reason of the breach of this agreement. Therefore, the employee must agree that the affiliated companies may obtain injunctive relief, including, but not limited to,

ex parte temporary restraining orders, and temporary and permanent injunctions. In any such action, the affiliated companies shall be entitled to recover the costs of enforcing their rights hereunder, including but not limited to reasonable attorney's fees. The employee will be required to agree that the affiliated companies may obtain relief from Hennepin County District Court, State of Minnesota, or any other court of competent jurisdiction.

6. Receipt of Agreement: The employee will receive and must acknowledge the receipt of the foregoing agreement and acknowledge that they understand the consequences of failing to comply with any part of the agreement. Employees will be required to acknowledge that the obligations and restrictions set forth in this agreement are in addition to the employees' obligations and restrictions as set forth in the Minnesota Government Data Practices Act.
7. Change of Status: In the event that an employee changes their employment status, particularly from a management position, in which they have access to confidential information, to a direct service position, in which they will have less access to confidential information, they may not disclose this information, but are obligated to maintain confidentiality.

## 5.

### Rules and Requirements

#### L. Computer, E-Mail, Internet Usage

1. **Computers and Computer Usage:** Computers, computer files, the e-mail system, internet access and software furnished to employees are the property of Zenith Services, Incorporated and are intended for business use and to assist employees in obtaining work-related data and technology. Employees should not use a password, access a file, or retrieve any stored communication without authorization.
2. **Internet and E-Mail:** Data that is composed, transmitted, accessed or received via the internet or e-mail system, must not contain content that could be considered discriminatory, libelous, defamatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law. Outside parties should also be advised to refrain from sending e-mails or internet transmissions that are or may be viewed as containing illegal, unethical, offensive, abusive, discriminatory or lewd materials. Employees must not forward any of these types of messages as employees then become monitored as the “sender.”
3. **Responsibility for Technical Resources:** As employees use Zenith Services, Incorporated’s technical resources, it is important that they remember the nature of the information created and stored there. Because they seem informal, e-mail messages, voice-mail messages and messages posted on the Internet are sometimes offhand, like a conversation, and not as carefully thought out as a letter or memorandum. Even after employees delete these messages or close a computer session, the information may still be recoverable and may even remain on the system. Employees should keep this in mind when creating e-mail messages, voice-mail messages, messages on the Internet, and other documents on the computer. Furthermore, employees are responsible for messages sent or Internet sites accessed by other individuals using employees’ account passwords. Therefore, employees should generally refrain from allowing others to use their password.
4. **Copyrighted Materials:** The unauthorized use, installation, copying or distribution of copyrighted, trademarked or patented material on the Internet is prohibited. As a general rule, if an employee did not create the material, does not own the rights to it, or has not gotten authorization for its use, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.
5. **Computer Software:** Zenith Services, Incorporated purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Employees may only use software on

local area networks or on multiple machines according to the software license agreement. Zenith Services, Incorporated prohibits the illegal duplication of software and its related documentation.

6. Prohibited Conduct. Abuse of the Internet access provided by Zenith Services, Incorporated in violation of law or company policies will result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy. The following behaviors are examples of previously stated or additional actions and activities that are prohibited and can result in disciplinary action:
  - a. Sending or posting discriminatory, libelous, defamatory, harassing, or threatening messages or images;
  - b. Using the company's time and resources for personal gain or entertainment;
  - c. Stealing, using, or disclosing someone else's code or password without authorization;
  - d. Copying, pirating or downloading software and electronic files without permission;
  - e. Sending or posting confidential material, trade secrets, or proprietary information outside of the company;
  - f. Violating copyright law;
  - g. Failing to observe licensing agreements;
  - h. Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions;
  - i. Sending or posting messages or material that could damage the company's image or reputation;
  - j. Participating in the viewing or exchange of pornography or obscene materials;
  - k. Sending or posting messages that defame or slander other individuals;
  - l. Attempting to break into the computer system of another organization or person;
  - m. Refusing to cooperate with a security investigation;
  - n. Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities;
  - o. Using the Internet for political causes or activities, religious activities, or any sort of gambling;

- p. Jeopardizing the security of the company's electronic communications systems;
  - q. Sending or posting messages that disparage another organizations products or services;
  - r. Passing off personal views as representing those of the company;
  - s. Sending anonymous e-mail messages; and
  - t. Engaging in any other illegal activities.
7. Privacy: Zenith Services, Incorporated will monitor all employee use of computers, internet and e-mail to ensure that this policy and the anti-harassment policies are being adhered to, thus ensuring a hostile-free environment. Zenith Services, Incorporated reserves the right to recover and access the employee's e-mail and internet files. All files stored on the computer, and all internet activity, are subject to monitoring and inspection. The employee should not expect that any of the aforementioned files are confidential. Although the employee may have a password on his or her computer, this does not provide the employee an expectation of privacy.
8. Notification: Employees should notify their immediate supervisor, or any member of management upon learning of violations to this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.
9. Personal Use: Zenith Services, Incorporated provides its employees with internet access and email services as required for the performance and fulfillment of job responsibilities. These services are for the purpose of increasing work productivity and not intended for non-business activities.

Occasional and reasonable personal use of Zenith Services, Incorporated's internet and email services is permitted, provided that this does not interfere with work performance. These services may be used outside of scheduled hours of work, provided that such use is consistent with professional conduct. Employees should have no expectation of privacy while using company-owned or company-leased

equipment. Information passing through or stored on company equipment can and will be monitored.

Violations of internet and email use include, but are not limited to, accessing, downloading, uploading, saving, receiving, or sending material that includes sexually explicit content or other material using vulgar, sexist, racist, threatening, violent, or defamatory language. Users should not use Zenith Services, Incorporated's services to disclose corporate information without prior authorization. Gambling and illegal activities are not to be conducted on company resources. Infringements of this policy will be investigated on a case-by-case basis. Any violation of the policies may result in loss of access privileges, disciplinary action and/or termination. Questions about this policy are to be directed to Human Resources.

## 5.

### Rules and Requirements

#### M. Ethical Guidelines and Standards

1. Violation Code of the Ethical Guidelines and Standards: A violation would constitute an employees' intentional or unintentional failure to meet or to conduct themselves in accordance with the company's Code of the Ethical Guidelines and Standards, included at the beginning of all company manuals and handbooks.
2. Expectations of the Ethical Guidelines and Standards Policy: All employees receive a copy of the Ethical Guidelines and Standards upon hire, in their Employee Handbook. A Human Resources representative can explain this policy as requested.
3. Reporting Violations of the Ethical Guidelines and Standards Policy: If an employee believes they should report a violation of the Ethical Guidelines and Standards, they can do so, without fear of retaliation, following these guidelines:
  - a. Employees should contact their Program Managers about their concern immediately. The Program Manager should be expected to respond within two (2) to five (5) days.
  - b. Employees who do not believe that their Program Manager was able to resolve their concern should contact their Program Director or Program Administrator. The Program Director or Program Administrator will help you with the problem within two (2) to five (5) days.
  - c. Employees who do not believe that their Program Director or Program Administrator was able to resolve their concern should contact the Chief Operating Officer. The Chief Operating Officer will respond within five (5) days, and will formally respond in writing within two (2) weeks.
4. Mediation: Employees may also seek mediation from Zenith Services, Incorporated's Quality Assurance representative (at 763-450-7915) at any time and in regards to any matter.

## 5.

### Rules and Requirements

#### N. Media, Social Media and Networking

1. In the event any Zenith Services, Incorporated employee is contacted by the media for any reason related to the work or volunteer work of the organization, an Officer of the organization must be notified immediately. No employee is authorized to speak to the media on behalf of the organization unless specifically authorized by the Chief Executive Officer.
2. Zenith Services, Incorporated understands that employees will engage in various social networking activities. It is the right and duty of the company, however, to protect itself from unauthorized disclosure of information through such activities. Zenith Services, Incorporated's social networking policy includes rules and guidelines for company-authorized social networking and personal social networking and applies to all employees.
3. General Provisions: The social media / networking policy applies to multiple media forms, including cell phones, for both verbal communication and texting, as well as the use of the internet, particularly in regards to social websites such as Facebook, MySpace, Twitter, LinkedIn, chat rooms, personal blogs or other similar forms of online journals, diaries or personal newsletters, not affiliated with Zenith Services, Incorporated.

Unless specifically instructed, employees are not authorized and are, therefore, restricted from speaking on behalf of Zenith Services, Incorporated. Employees may not publicly discuss consumers, programs, employees or any work-related matters, whether confidential or not, outside company-authorized communications. Employees are expected to protect the privacy of Zenith Services, Incorporated and its employees and consumers and are prohibited from disclosing personal employee and nonemployee information and any other proprietary and nonpublic information to which employees have access.

4. Employer Monitoring: Employees should have no expectation of privacy while using company equipment or facilities for any purpose. Zenith Services, Incorporated reserves the right to monitor comments or discussions about the company, its employees, consumers and the industry, including programs and competitors, posted on the Internet by anyone, including employees and non-employees. Zenith Services, Incorporated uses blog-search tools and software to monitor forums such as blogs and other types of personal journals, diaries, personal and business discussion forums, and social networking sites.
5. Reporting Violations: Zenith Services, Incorporated expects employees to report any violations or possible or perceived violations to their supervisor, a supervisor on their Chain of Command, or the Human Resources department. Violations include discussions of Zenith Services, Incorporated and its employees and consumers, any discussion of proprietary information and any unlawful activity related to blogging or social networking.
6. Discipline for Violations: Zenith Services, Incorporated investigates and responds to all reports of violations of the social networking policy and other related

policies. Violation of the company's social networking policy will result in disciplinary action up to and including termination. Discipline or termination will be determined based on a case by case basis. Zenith Services, Incorporated reserves the right to take legal action where necessary against employees who engage in prohibited or unlawful conduct.

7. **Acknowledgment:** Employees are required to sign a written acknowledgement that they have received, read, understood and agreed to comply with the company's social networking policy and any other related policies.
8. **Authorized Social Networking:** The goal of authorized social networking and blogging is to become a part of the industry conversation and promote web-based sharing of ideas and exchange of information. Authorized social networking and blogging is used to convey information about company services, promote and raise awareness of the Zenith Services, Incorporated brand, search for potential new markets, communicate with employees and customers to brainstorm, issue or respond to breaking news or negative publicity, and discuss corporate, business-unit and department-specific activities and events.

When social networking, blogging or using other forms of web-based forums, Zenith Services, Incorporated must ensure that use of these communications maintains our identity, integrity and reputation while minimizing actual or potential legal risks, whether used inside or outside the workplace.

9. **Rules and Guidelines:** The following rules and guidelines apply to social networking and blogging when authorized by the employer and done on company time. The rules and guidelines apply to all employer-related blogs and social networking entries, including employer subsidiaries or affiliates.

Employee's can not be connected / "friends" to their supervisor or anybody in the Chain of Command on social networking sites.

Zenith Services, Incorporated's considers it inappropriate boundaries for employees to "friend" consumers on social websites such as Facebook. Similarly, it is inappropriate for supervisors to "friend" anyone they supervise. If an employee has done so in either case, they must "de-friend" that person immediately

As in all aspects of the job, an employee may not use social media to make statements or express discriminatory opinions as regards any other employee. To do so would be considered grounds for termination.

10. **Personal Blogs:** Zenith Services, Incorporated respects the right of employees to write blogs and use social networking sites and does not want to discourage employees from self-publishing and self-expression. Employees are expected to follow the guidelines and policies set forth to provide a clear line between you as the individual and you as the employee.

Employees cannot use blogs or social networking sites to harass, threaten, discriminate or disparage against employees or anyone associated with or doing business with Zenith Services, Incorporated. Bloggers and commenters are personally responsible for their commentary on blogs and social networking sites. Bloggers and commenters can be held personally liable for commentary that is considered defamatory, obscene, proprietary or libelous by any offended party, not just Zenith Services, Incorporated.

Employees cannot use employer-owned equipment, including computers, company-licensed software or other electronic equipment, nor facilities or company time, to conduct personal blogging or social networking activities.

If you choose to identify yourself as a Zenith Services, Incorporated employee, some readers may view you as a spokesperson for Zenith Services, Incorporated. Because of this possibility, employees must state that your views expressed in your blog or social networking area are your own and not those of the company, nor of any person or organization affiliated or doing business with Zenith Services, Incorporated.

Employees cannot post on personal blogs or other sites the name, trademark or logo of Zenith Services, Incorporated or any business with a connection to Zenith Services, Incorporated. Employees cannot post company-privileged information, including copyrighted information or company-issued documents.

Employees cannot link from a personal blog or social networking site to Zenith Services, Incorporated's web site.

- b. **Mandatory Training:** To meet these minimum requirements and assure compliance, certain mandatory training has been established by the organization to assure each employee's satisfactory performance.
  - 1. **Compliance:** Each calendar quarter, each employee must attend at least the required training hours required to maintain licensing compliance. These required hours are designated in writing in the employee's On-Going Training Record. An employee is encouraged to exceed these hours, but less than those required in a calendar quarter is unsatisfactory performance.
  - 2. **Completion of Annual Required Training:** An employee's annual required training hours must be completed by November 1<sup>st</sup>. If an employee's annual required training has not been completed by that date, Program Management will issue that employee a notice, reminding them of the requirement and informing them of the number of hours they must complete in order to fulfill their annual required training. If an employee's annual required training is not completed by November 15<sup>th</sup>, Program Management will issue a second notice, reminding them of the requirement and informing them of the number of hours they must complete in order to fulfill their annual required training, as well as informing them that if their annual required training hours are not completed by November 30<sup>th</sup>, they will be removed from the schedule, effective December 1<sup>st</sup>. While off the schedule, employees will have until December 15<sup>th</sup> to complete their annual required training. If they do not do so, they will be considered to have voluntarily resigned their positions, effective December 16<sup>th</sup>.
- c. **Responsibility:** All inservice training opportunities are posted on an ongoing basis. Each supervisor is responsible for coordinating and scheduling their employees in order to meet these requirements and comply with the program's licensing standards. Each employee is responsible for meeting these licensing standards; a failure to do so may be grounds for discipline up to and including dismissal.
- d. **Exceptions:** Any exceptions to this policy are made individually between the supervisor and the Chief Administrative Officer.

## 6.

### Employee Development

#### A. Training and Development

1. Types of Training: Zenith Services, Incorporated offers many different types of training opportunities to employees. These may include but are not limited to regular inservice training, regular supervisor training, new employee and supervisor orientation and training, and outside inservice training.
  - a. Postings: These training opportunities are posted by the Orion Associates Training Director. The Training Director plans, publishes, and disseminates regular schedules of inservice training, disseminates outside inservice training opportunities; has cataloged and offers a regular array of required and optional training in the classroom. The Training Director uses various means to post these training opportunities so that all staff are fully informed of them.
  - b. Optional Outside Training: To participate in specific outside inservice training, an employee needs to seek it out from their supervisor. All outside training offerings are posted.
2. Training Requirements: Once an employee's Orientation and Mentoring is completed, the employee is expected to continue to meet certain minimum training requirements. These minimum requirements are mandatory to comply with licensing standards and to meet this organization's own internal training standards.
  - a. Standards: Training standards vary position by position; therefore, the minimum requirements may be different for each employee. Each supervisor keeps the employee informed of their requirements.

- b. **Mandatory Training:** To meet these minimum requirements and assure compliance, certain mandatory training has been established by the organization to assure each employee's satisfactory performance.
  - 1. **Compliance:** Each calendar quarter, each employee must attend at least the required training hours required to maintain licensing compliance. These required hours are designated in writing in the employee's On-Going Training Record. An employee is encouraged to exceed these hours, but less than those required in a calendar quarter is unsatisfactory performance.
  - 2. **Completion of Annual Required Training:** An employee's annual required training hours must be completed by November 1<sup>st</sup>. If an employee's annual required training has not been completed by that date, Program Management will issue that employee a notice, reminding them of the requirement and informing them of the number of hours they must complete in order to fulfill their annual required training. If an employee's annual required training is not completed by November 15<sup>th</sup>, Program Management will issue a second notice, reminding them of the requirement and informing them of the number of hours they must complete in order to fulfill their annual required training, as well as informing them that if their annual required training hours are not completed by November 30<sup>th</sup>, they will be removed from the schedule, effective December 1<sup>st</sup>. While off the schedule, employees will have until December 15<sup>th</sup> to complete their annual required training. If they do not do so, they will be considered to have voluntarily resigned their positions, effective December 16<sup>th</sup>.
- c. **Responsibility:** All inservice training opportunities are posted on an ongoing basis. Each supervisor is responsible for coordinating and scheduling their employees in order to meet these requirements and comply with the program's licensing standards. Each employee is responsible for meeting these licensing standards; a failure to do so may be grounds for discipline up to and including dismissal.
- d. **Exceptions:** Any exceptions to this policy are made individually between the supervisor and the Chief Administrative Officer.

## 6.

### Employee Development

#### B. Performance Evaluations

1. Performance Evaluations: Performance evaluations are done on all employees in every position in the organization.
  - a. Evaluation Schedules: Performance evaluations are conducted both formally and informally, are a continual part of regular supervision, and may or may not be written.
  - b. Administration: Written performance evaluations are completed after the date of hire, at Six (6) Months and One (1) Year and at subsequent Annual dates. A former supervisor may choose to complete a written performance evaluation at the time of promotion within the organization.
    1. Exception, Leave of Absence: When an employee is on an extended Leave of Absence, written performance evaluations may be suspended for a period of time equal to the Leave of Absence.
    2. Exception, Inactive Employee: If an employee works infrequently, so as to provide inadequate criteria to assess job performance, written performance evaluations may be delayed for a period of time to be determined by the employee's direct supervisor and the Chief Administrative Officer.
    3. Evaluation Dates, Non-exempt Positions: All non-exempt positions use the employee's original hire date in determining evaluation dates. Evaluation dates do not change whether an employee changes for one non-exempt position to another, or whether the employee's status changes to or from Part-Time, Full-Time, or On Call. Six (6) Month wage increases, therefore, are always based on the original date of hire and occur only once.
    4. Evaluation Dates, Exempt Positions: Promotion to any exempt position results in a new series of evaluation dates. This includes a new Six (6) Month Evaluation date and wage increase.

- c. Responsibility: The employee's direct supervisor does the written evaluation. Supervisors may document any and all performance-related information required. When an employee works for more than one supervisor, the primary and secondary supervisors must reach a consensus and complete a joint evaluation. This written evaluation is filed in the employee's Personnel Record.
- d. Objectives: The objective of each written performance evaluation may include a past performance review, a performance discussion, goal setting, career opportunities, or a merit review.
- e. Standards: The written performance evaluation is done using a standard evaluation form and set practices, and it is based on the employee's written job description and the performance standards set by the organization for their position. Supervisors may undergo an additional written evaluation. The employee is provided a copy of each written evaluation. The employee and their supervisor are required to sign the written evaluation. Such signature does not connote the employee's agreement, but serves only to indicate that the evaluation took place. A performance evaluation and an employee's written rebuttal are considered confidential. Copies may be reviewed only by authorized personnel; authorized access is on a need-to-know basis only.
- f. Wage and Salary Increases: Wage increases may occur as a part of an annual performance evaluation. Wage increases may also occur, based on the Minnesota Cost of Living Increase (COLA). COLA wage increases are not tied to the employees written performance evaluations. A change in any employee's wage resulting from a wage increase is made retroactive to the beginning of the pay period in which it occurs.
- g. Rebuttal: Employees may complete a rebuttal as part of their evaluation or may file a written rebuttal to their performance evaluation or any other written statement of performance shared with the employee. This written rebuttal must be filed with the Chief Administrative Officer of Orion Associates; it is placed in the employee's Personnel Record. The Chief Administrative Officer has a form for this purpose. In addition, other written statements of performance shared with the employee are subject to rebuttal using this written process only.
- h. Unscheduled Evaluations: Direct supervisors, with the approval of the Chief Administrative Officer, may, for a specific reason or at the request of an employee, undertake all or any part of a written performance evaluation at an unscheduled interval; or may undertake a written performance evaluation on an employee who is separating from the organization.

- i. Informal Appraisal: Performance evaluation is a continual process. Supervisors carry out routine informal discussions and appraisals with each employee throughout their tenure.
  - j. Equal Employment Opportunity/Affirmative Action: It is the responsibility of all supervisors to integrate their performance evaluation practices and actions into the organization's commitment to Equal Employment Opportunity (EEO) and its Affirmative Action (AA) program. Employment is, however, employment at will; employment at will means that any employee may terminate the employment relationship at any time, and the employer may do the same. Therefore, EEO/AA rights are established for those employees who meet the standards set by the organization in the performance of their job duties and who meet this employer's expectations and standards of employment.
  - k. Evaluation Due Dates: Performance evaluations are due no later than the first Friday of the month following the month in which the evaluation was due.
2. Promotion From Within: Zenith Services, Incorporated strives to recruit the best qualified applicants for all open positions. Current employees can be recruited to fill positions when there are openings within the organization for which they are qualified to fill. By approval of the Chief Administrative Officer, the organization may automatically recruit from within or outside the organization without declaration or notice whenever that action best serves the immediate and current needs of the organization.
- a. Application: Employees interested in being considered for promotion are expected to notify Human Resources of their intent in writing.
  - b. Promotion Decisions: Promotion decisions are made by Human Resources and the hiring supervisor.
  - c. Job Postings: All promotional opportunities open to current employees may be posted by Human Resources.
  - d. Promotional Review: Employees promoted from within may receive a performance evaluation by their former supervisor for their performance in their former position.

## 6.

# Employee Development

## C. Discipline

1. Discipline: Employees may be disciplined at any time for violating any of the standards and expectations, whether written or unwritten, of their employment with Zenith Services, Incorporated. Any disciplinary decision and action remains within the sole discretion of this employer.
2. Authority: Supervisors have the authority to take disciplinary action up to, but excluding suspension and dismissal. Any disciplinary course of action believed to be needed is first taken to the appropriate Program Administrator and Chief Administrative Officer for consultation and advice. Any suspension or dismissal is done only with the consent and approval of the Chief Executive Officer, and the Chief Administrative Officer of Orion Associates.
3. Responsibility: It is the responsibility of each supervisor to provide to the Chief Administrative Officer of Orion Associates written documentation substantiating any need to take a course of disciplinary action.
  - a. Personnel Notes and Retraining Memos: Supervisors must submit for review, to the Chief Administrative Officer, all written Personnel Notes and Retraining Memos for any and all disciplinary actions taken, up to and including dismissal. Personnel Notes must contain a warning to the employee being disciplined that, if the expected improvement does not occur, the employee's position and income will be in jeopardy of loss.
    1. Personnel Notes and Retraining Memos must be prepared and issued by supervisors in a timely manner, within one (1) work week of the incident resulting in disciplinary action.
    2. Disciplinary action will not be taken if the event occurred one (1) work week or more in the past. Exceptions include those disciplinary actions in which an investigation, internal or external, delays the possibility of disciplinary action, due to the need to gather information, disciplinary actions in which the nature of the misconduct is cumulative, including, but not limited to, tardiness and absenteeism, and disciplinary actions otherwise approved by the Chief Administrative Officer.

- b. Review and Filing: All Personnel Notes and Retraining Memos will be reviewed by the Chief Administrative Officer before issuance and filed in the employee's Personnel Record.
4. Nature of Disciplinary Action: Disciplinary action is not progressive. Employee discipline is used according to the severity, frequency, intensity and/or duration of the violation(s).
- a. Types of Discipline: Zenith Services, Incorporated may discipline an employee by taking any one or more of the following actions: dismissal, coaching, spoken reprimand and counseling, suspension with or without pay, written warning and goal setting, spoken warning, written warning, and so on. This employer retains the sole discretion to decide in each and every circumstance which type of discipline is used.
5. Prohibited Conduct: Zenith Services, Incorporated requires that all individuals, employees, subcontractors and volunteers adhere to Department of Human Services (DHS) rules regarding prohibited activities while in contact or while directly responsible for individuals served by Zenith Services, Incorporated programs. While Zenith Services, Incorporated reserves the absolute right to determine what actions or conduct will result in discipline, the following are examples of unacceptable, prohibited conduct that may result in discipline up to and including termination:
- a. Consumption or use of alcohol, drugs (including the abuse of prescription medications), or controlled substances during work hours or behaviors indicating the use of chemicals while on duty or coming to work under the influence, except in the case of the appropriate use of physician prescribed medications.
  - b. Verbal or physical threats, assault, or mistreatment of a consumer, employee, or visitor.
  - c. Unauthorized use on a consumer of any procedure governed by Rule 40.
  - d. Ridicule or profanity directed toward or in the presence of a consumer.
  - e. Theft, intentional or negligent defacement or destruction or wrongful use of property, funds, or records of consumers, employees, or Zenith Services, Incorporated.
  - f. Failure to respect the confidentiality of Zenith Services, Incorporated's records and / or of the privacy of the consumers.
  - g. Buying, selling, lending, borrowing items or funds to / from a consumer, or facilitating the lending or borrowing of items or funds between consumers or between consumers and other outside parties.

- h. Failure to exercise safety measures and adhere to the safety policies of Zenith Services, Incorporated.
- i. Smoking, in all forms, including ecigarettes, in a consumer's residence, while transporting a consumer, in public, or at any other time while working with a consumer. Smoking in Zenith Services, Incorporated offices, buildings, and vehicles.
- j. Acceptance of money, gifts of value, or inappropriate financial dealings with consumers or vendors for personal gain.
- k. Possession, distribution, or selling drugs or other illegal substances on Zenith Services, Incorporated premises, with a consumer, on a consumer's premises, or anytime while on duty as an employee.
- l. Carrying a weapon on Zenith Services, Incorporated premises or with a consumer or on a consumer's premises.
- m. Falsification of records including the employment applications.
- n. Sexual conduct / harassment, as defined by the Zenith Services Harassment Policy (5. I.), including failure to report the knowledge of suspicion of such conduct / harassment on the part of or directed towards a fellow employee.
- o. Any contact of a sexual nature or sexual harassment of a consumer or another employee.
- p. Failure to accept supervision, direction, and / or discipline from supervisory staff (insubordination).
- q. Gross neglect of duty / consumer.
- r. Failure to complete assignments and meet the performance standards of the job description.
- s. Failure to comply with federal, state, and departmental rules and regulations.
- t. Sleeping on the premises while on duty, or appearing to be sleeping on the premises while on duty, unless scheduled as an Asleep Night Employee.

- u. Failure to contact a direct supervisor or, in the event that the direct supervisor cannot be reached, to following the Chain of Command, four (4) hours prior to the commencement of an assigned shift. Failure to report for an assigned shift or to provide a legitimate reason for failure to do so within twenty-four (24) hours of the appointed arrival time of day.
- v. Absence from duty while "clocked in."
- w. Excessive absenteeism or tardiness, and leaving early from scheduled shifts.
- x. Working unauthorized overtime.
- y. Failure to attend mandatory meetings, including staff meetings and inservice training or failure to fulfill ongoing training requirements.
- z. Failure to adhere to Time Sheet procedures.
- aa. Commission of a crime.
- bb. Failure to remain on duty until a relief staff person has arrived.
- cc. Failure to cooperate as required with investigating bodies during an internal or external Vulnerable Adult / Maltreatment of Minors investigation.
- dd. Working hours not authorized by the Direct Supervisor, in a non-emergency situation.
- ee. Altering the work schedule without the authorization or approval of the Direct Supervisor.
- ff. Unauthorized use of company equipment, including, but not limited to, company vehicles, computers, printers, scanners, photocopiers, FAX machines, washing machines and dryers.
- gg. The improper use or disclosure of any corporate or consumer related confidential information or confidential materials.
- hh. Excessive engagement in personal activities while on duty, including, but not limited to, an excessive number or length of time engaged in personal telephone calls, excessive personal use of computers, use of company vehicles for personal errands, excessive engagement in personal conversations with others, and excessive time spent in personal activities such as studying, television viewing, both broadcast and on line, or other tasks, all as determined by the direct supervisor or other supervisory staff.

- ii. Use of cell phones for personal calls while on duty, particularly while providing direct service to consumers, except in emergency situations when approved in advance by the direct supervisor or other supervisory staff.
- jj. Accessing pornography via the internet or email, or by any other means, utilizing company property. Accessing pornography via the internet or email, or by any other means, utilizing personal property while on duty, while at any company site, or at any other time while working with a consumer.
- kk. Failure on the part of two employees to report the development of a consensual relationship between them, particularly the development of such a relationship between a supervisor and subordinate.
- ll. Intentional physical contact between employees, whether that contact is consensual or non-consensual, while on duty or otherwise in the course of their employment, including, but not limited to, casual touching, hugging, hand holding, back, neck, or foot rubbing, and kissing, etc, without consideration as to the motivation.
- mm. Unsafe operation of a company vehicle or a personal vehicle with a consumer, while on duty, or otherwise engaged in company business. This includes, but is not limited to: failure to obey all traffic laws at all times, failure to use all safety features provided in company vehicles, failure to check all safety features prior to operating the vehicle, failure to walk around the outside of the vehicle prior to operating it to check for obstacles, or being in an accident with a company vehicle or a personal vehicle with a consumer, while on duty, or otherwise engaged in company business.
- nn. Failure to report accidents that occur while operating company vehicles, or personal vehicles, while with a consumer, while on duty, or otherwise engaged in company business to one's immediate supervisor, or by following the Chain of Command.
- oo. Making video or audio recordings, while on or off duty, without the consent of one's supervisor, or an appropriate party up the Chain of Command, as doing so could constitute a violation the Minnesota Data Practices Act, as well as a potential violation of the Minnesota Vulnerable Adult or Maltreatment of Minors Act. In addition, doing so would be in the absence of the consumers' required guardian consent.

- pp. Failure to report to one's supervisor, or to another appropriate supervisor on their Chain of Command, an injury or illness, work related or otherwise, that may reasonably be expected or may result in effecting an employee's typical and essential job functions.
  - qq. Using a cell phone or texting with a consumer in a vehicle, while driving a company vehicle or any time driving while on duty.
  - rr. Failing to work in accordance with or otherwise disregarding physician directed work restrictions and/or guidelines while on workers' compensation modified or light duty.
  - ss. Any action or conduct that Zenith Services, Incorporated determines in its sole discretion to be inconsistent with its Code of Ethical Guidelines and Standards.
  - tt. Any action or conduct that Zenith Services, Incorporated determines in its sole discretion to be inconsistent with the delivery of quality service to its consumers and with the operation of its business.
6. Suspension During a Vulnerable Adult / Maltreatment of Minors Investigation: Zenith Services, Incorporated's standard procedure is to suspend without pay any employee accused of committing a violation of the Minnesota Vulnerable Adult / Maltreatment of Minors Act. Zenith Services, Incorporated will make every effort to conduct a speedy investigation so as to restore the employee to their work schedule if the investigation determines that it is appropriate to do so.

## 7.

### Employee Benefits

#### A. Earning Benefits and Privileges

1. Eligibility: Except where other agreements apply, employees may be eligible for following benefits. Eligibility is based on the customary number of hours worked by the employee in a week.
  - a. All Employees (Full-Time and Part-Time):
    - Workers' Compensation Insurance
    - Unemployment Compensation Insurance
    - Federal Insurance Contribution Act
    - Leaves of Absences
  - b. Full-Time Employees:
    - Holidays
    - Paid Time Off
    - Dental Insurance
    - Short-Term Disability Insurance
    - Life, Accidental Death and Dismemberment Insurance
    - Flexible Spending Accounts
  - c. Full-Time and Eligible Part-Time Employees:
    - Health Insurance
    - 401 (k) Retirement Plan
  - d. Salaried Part-Time Employees:
    - Pro-rated Holidays
    - Pro-rated Paid Time Off
    - Flexible Spending Accounts
2. Funding: Full-Time employee benefits are paid for by the specific program that funds each Full-Time position.
3. Reinstatement of Benefits: In the event that a Full-Time employee temporarily loses their benefits as a result of being on a Leave of Absence, other than applicable Family Medical Leave Act (FMLA) Leaves, those benefits are not reinstated if the employee returns to work on a Part-Time basis, but only upon that employee's return to work on a Full-Time basis.

## 7.

# Employee Benefits

## B. Holidays

1. Observed Holidays: Except where other agreements apply, Zenith Services, Incorporated observe the following holidays:

New Year's Holiday  
Easter or Floating Holiday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas or Floating Holiday

- a. Scheduling: When scheduling allows, employees eligible for paid holidays may be given that holiday off. When scheduling does not allow, employees eligible for paid holiday may be scheduled to work on the holiday.
- b. Easter or Floating Holiday: Easter will be the designated holiday for all direct care Full Time staff, and for all Part-Time staff scheduled to work on the nationally recognized holiday.
  1. Direct Care Full Time Staff: Direct care Full-Time staff will receive payment for the Easter holiday, whether they work that holiday or not, within the pay period in which the holiday takes place.
  2. Non-Direct Care Full Time Staff: A Floating Holiday, in lieu of Easter, will be the designated holiday for all non-direct care Full-Time staff. The Finance Department will maintain an annual record as to when non-direct care Full-Time staff take their Floating Holiday. This holiday may be taken during the pay period before or in which the Easter holiday takes place, or anytime during the calendar year, subsequent to the holiday, subject to supervisory approval. If the Floating Holiday is not used during a calendar year, it is forfeited. It cannot be "cashed out" or carried into the following calendar year.
  3. Floating Holiday and Resignations: The Floating Holiday is paid only if used. The Floating Holiday will not be "cashed out" in the event of an employee's change of status from Full Time to Part Time, or in the event of an employee's resignation, even with proper notice, or termination.

- c. Christmas or Floating Holiday: Employees may take a Floating Holiday in lieu of the Christmas holiday. This holiday may be taken in the pay periods before, during or after the pay period in which the Christmas holiday occurs, subject to supervisory approval. If the Floating Holiday is not used during a calendar year, it is forfeited. It cannot be "cashed out" or carried into the following calendar year.
  - d. Administrative / Management Employees and Holidays on Weekends: When New Year's Day, Independence Day or Christmas Day falls on a Saturday, the organization's offices will be closed on the preceding Friday. Administrative / management employees will take that Friday off as their holiday. When New Year's Day, Independence Day or Christmas Day falls on a Sunday, the organization's offices will be closed on the following Monday. Administrative / management employees will take that Monday off as their holiday. Any alternate scheduling is subject supervisory approval.
2. Holiday Hours: Holidays will be considered to be a twenty-four (24) hour period of time from 12:00 AM to 11:59 PM on the day of the nationally recognized holiday.
- a. Exception: Christmas and New Years' will be considered to be a twenty-four (24) hour period of time from 6:00 PM on the eve to 6:00 PM on the day of the nationally recognized holiday.
3. Holiday Pay: All non-exempt hourly employees who work a holiday observed by the organization earn time and one-half (1-1/2) during these observed holidays.
- All full time, non-exempt, hourly employees who do not work a holiday receive eight (8) hours of holiday pay.
- In the event that the employee is scheduled for less than eight (8) hours on a holiday, they receive time and one-half (1-1/2) for every hour worked, plus the remaining hours at their regular rate of pay, for a total of eight (8) hours of holiday pay.
- In the event that the employee is scheduled for more than eight (8) hours on a holiday, they earn time and one-half (1-1/2) for every hour worked during observed holidays, up to twenty-four (24) hours of holiday pay.
4. Holiday Pay and Overtime: Employees will not earn more than time and one half (1-1/2) while working on a holiday, even if the employee works overtime hours. Holiday pay and overtime pay are not "pyramided" (Overtime pay at time and one-half (1-1/2) of holidays pay, resulting in two times and one-quarter (2-1/4) of base pay).

5. Eligible Exempt Employees: All regular exempt employees customarily working thirty-five (35) or more hours weekly are eligible for paid holidays. All regular exempt employees customarily working less than thirty-five (35 hours) weekly are eligible for prorated holiday pay, based on their regular schedule.
6. Holidays and Leaves of Absence: In order to receive payment for a holiday, the holiday must be continuous and/or contiguous with days for which an employee receives wages or salary, as a result of either hours worked or Paid Time Off. Employees on unpaid leave are excluded from holiday eligibility and are not paid for holidays.
7. Holiday Work Schedules: Each program separately arranges and publishes its own holiday work schedule. To the extent possible, the holiday scheduled is the actual holiday; each supervisor, however, reserves management's right to alter this to assure adequate operating coverage where it is needed without regard to the actual holiday.
8. Religious Holidays: An employee may take religious holidays to allow for the observance of such special occasions other than those observed here provided the employee requests it in writing from their supervisor not less than two (2) weeks in advance. Such time off may be taken as a substitute for an observed holiday, or as an additional one taken using Paid Time Off or without pay.

# 7.

## Employee Benefits

### C. Paid Time Off

1. Eligibility: Except where other agreements apply, all regular Full-Time employees customarily working thirty-five (35) or more hours weekly are eligible to receive, accrue, and use Paid Time Off. All regular exempt employees customarily working less than thirty-five (35 hours) weekly are eligible for prorated Paid Time Off, based on their regular schedule. Paid Time Off is a benefit available to employees under the condition that they have fully met all conditions of continuing employment, including, but not limited to, proper notice, etc.
2. Exclusions: Certain employees may be ineligible for Paid Time Off.
  - a. Temporary Employees: Not eligible for Paid Time Off.
  - b. Substitute Employees: Not eligible for Paid Time Off.
  - c. Employees on Unpaid Leave: Not eligible for Paid Time Off.
3. Accrual Rates: Paid Time Off accrual for eligible employees is computed by the Finance Department based on the accrual rates listed below. The chart outlines the Paid Time Off accrual for progressively tenured employees. The accrual rate is determined by total length of continuing employment without regard to eligibility status at any time.

Months Completed	Weeks Accumulated Per Year
1 - 24	14 days (112 hours)
25 - 60	18 days (144 hours)
61 - XX	24 days (192 hours)

- a. Maximum Accrual: No more than one hundred sixty (160) hours of Paid Time Off may be accrued at any time. An employee who reaches one hundred sixty (160) hours will stop accruing hours until some time has been used. The accrual of Paid Time Off stops automatically, without notice.

- b. Bi-Weekly Accrual: Paid Time Off accrues each bi-weekly pay period during an employee's length of service; and is updated and reflected on an employee's pay stub.
- c. Initial Accrual: When an employee becomes eligible to accrue Paid Time Off, that time begins to accrue with the immediate payroll.
- d. Ongoing Accrual: Paid Time Off accrues during regular work hours, Paid Time Off hours, and during paid Holiday hours.
- e. Access: Employees have access to their accrued Paid Time Off at any time, with supervisory approval, during the course of their employment, including during their first six (6) months of employment.
- f. Use: Paid Time Off is recorded and used in hourly increments. An employee taking Paid Time Off may use only their accrued hours. The organization does not pay employees more than the accrued hours. Time taken off in excess of accrued Paid Time Off will be considered time off without pay.
  - 1. Exempt Employee Paid Time Off: Exempt employees must determine their use Paid Time Off on daily, rather than weekly basis. The number of hours worked during a week are not taken into consideration in the use of Paid Time Off on an individual day. Regardless of the number of hours worked during a week, a day off requires the use of eight (8) hours of Paid Time Off, half a day off requires the use of four (4) hours of Paid Time Off pay, and so on. Supervisors may determine unusual circumstances that may allow exceptions to this policy, in which exempt employees may take time off of work without the use of Paid Time Off.
  - 2. "Cash Outs" of Paid Time Off: The organization does not "cash out" or pay employees Paid Time Off without their taking a commensurate period of time off of work.
    - a. Exception: "Cash outs" or paying employees up to 50% of their Paid Time Off balance may be considered in an extreme emergency. An extreme emergency will be considered a medical or other emergency, not to include the payment of bills, the purchase or repair of a car, or similar unplanned expenses. Such action must be approved by the supervisory personnel in ones Chain of Command and by the organization's Officers.

- g. Time Off Without Pay: An employee may request and be granted time off or a leave of absence without pay, at the discretion of their supervisor.
  - 1. Non-Exempt Employees: When a non-exempt employee has not yet accrued or has used all Paid Time Off, but is granted time off or a leave of absence, the employee receives no compensation for that time. There are no advances in Paid Time Off for non-exempt employees.
  - 2. Exempt Employees: When an exempt employee has not yet accrued or currently does not have eight (8) hours of Paid Time Off banked, but is granted time off or a leave of absence for a full day, the employee's salary will be reduced on a pro-rated basis for an absence of a full day for every day absent. The employee will receive no advance in Paid Time Off nor a payment for less than eight (8) hours.
- h. Separation: Unused accrued Paid Time Off is paid to separating employees on their last payroll check; employees, however, who resign without giving the required resignation notice or who are terminated forfeit their right to any payment for accrued Paid Time Off. Exceptions to this policy will be made solely at the Officers discretion.
  - 1. Paid Time Off During the Resignation Period: All employees are expected to work their full fourteen (14) or thirty (30) day resignation period. Paid Time Off is not to be used to cover portions of the resignation period. Program Administrators have the discretion to allow the use of a limited amount of Paid Time Off days during the resignation period, if in the Program Administrator's judgment, the employee's absence poses no difficulty to the program. The final days of an employee's resignation period are not to be taken as Paid Time Off.
- 4. Approval: Employees may submit written requests for use of three (3) or more days of Paid Time Off at least two (2) weeks before the dates they are requesting. Requests for use of two (2) or fewer days Paid Time Off are made at least seventy-two (72) hours in advance. All such requests must be approved by the employee's supervisor. They reserve at all times management's right to approve or deny Paid Time Off use based on the needs of their program operations, the timeliness of the request, and seniority.
- 5. Payment of Paid Time Off: Paid Time Off is computed on the employee's current regular wage or salary earnings. Payment is made on the established payroll days; Paid Time Off is not given in advance to any employee.

6. Holidays During a Period of Paid Time Off: When a holiday falls on any day of the week that an employee is using Paid Time Off, that employee receives the holiday with pay and it is not computed as a Paid Time Off day.
7. Status Changes:
  - a. Accrual Rate: Employees whose status change affects their Paid Time Off accrual rate may start earning the new rate immediately. The accrual rate is based on length of continued regular employment with the organization and on the work status.
  - b. Change of Status: Unused accrued Paid Time Off will be paid to employees, with a change of status from Full-Time to Part-Time.
8. Transfer of Paid Time Off: Paid Time Off may be voluntarily transferred from one employee to another, intended to be used only in the event of an extended illness, personal or medical emergency, under the follow guidelines:
  - a. Approval: All transfers of Paid Time Off from one employee to another may be done only with the approval of both employees' supervisors.
  - b. Donor Maximum: An employee may voluntarily give a maximum of twenty (20) hours of Paid Time Off to another individual employee for a particular event or circumstance. The employee donating Paid Time Office may donate no more than 50% and must retain 50% of their total accumulated Paid Time Off.
  - c. Recipient Maximum: An employee may receive a maximum of one hundred and sixty (160) hours of Paid Time Off from a number of individual employees for a particular event or circumstance. This maximum, however, must include the Paid Time Off hours the recipient employee has accrued at the time of the event or circumstance.
  - d. Anonymous Donations: All donations of Paid Time Off hours from one employee to another will be anonymous.
  - e. Restrictions: An employee cannot donate Paid Time Off to their supervisor or to anyone directly above them on their individual Chain of Command.

## 7.

### Employee Benefits

#### D. Leaves of Absence

1. Leave Requests: All leave requests are made in writing on the form used for that purpose; each request is made to the employee's supervisor, with a copy to the Chief Administrative Officer of Orion Associates.
  - a. Approval: Each leave must be requested in advance and according to its established time lines; except for voting leave, each requested leave requires the approval of both the employee's supervisor and the Chief Administrative Officer before it may be taken.
  - b. Criteria: In general, with the exception of military, family or school conference and activities leave, which in certain situations may be guaranteed, a leave of absence is considered to be a privilege, and is granted by the employer to the employee when it is in the interest of both parties to do so. In no instance are leaves granted automatically; they must be requested in writing by the employee in each and every instance.
  - c. Rationale: Leaves of absence are granted to maintain continuity of employment in instances where circumstances require an employee's absence. If a leave is granted, it is done so on the assumption that the employee will be available to return to work upon the leave's end.
  - d. Benefits: Receipt of continuing benefits depends on the type of leave approved and taken.
  - e. Cancellation: Under extraordinary or emergency situations, the Chief Administrative Officer reserves management right to cancel actual or anticipated leaves of absence, giving due regard to the nature of the leave and the employee's ability to return to work.
  - f. Unauthorized Leave: An employee in a position of direct consumer care who fails to attend one entire scheduled work shift may be considered to be absent without an authorized leave.

2. Family and Medical Leave: Zenith Services, Incorporated will grant eligible employees up to a total of twelve (12) workweeks unpaid leave of absence under the Family and Medical Leave Act (FMLA), using a rolling twelve (12) month period that looks backward for qualifying family and/or medical reasons. The amount of FMLA leave available to an eligible employee will be twelve (12) work weeks, minus any FMLA leave used by the employee during the twelve (12) months immediately prior to the beginning of the requested leave.
  - a. Eligibility: An employee is eligible for FMLA leave if:
    1. On the date an employee requests FMLA leave, Zenith Services, Incorporated employs fifty (50) or more employees within seventy-five (75) miles of the employee's worksite, provided Zenith Services, Incorporated has also employed 50 or more employees for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar years; and:
    2. On the date the employee's FMLA leave would start the employee has:
      - a. Been employed by Zenith Services, Incorporated for at least twelve (12) months; and,
      - b. Worked at least one thousand, two hundred, fifty (1250) hours for Zenith Services, Incorporated during the previous twelve (12) months.
  - b. Qualifying Family and / or Medical Reasons: If an employee is eligible for FMLA leave, the employee may take up to a total of twelve (12) work weeks leave of absence during a twelve (12) month period looking backward for any of the following reasons:
    1. Because of the birth of employee child or the placement of a child with an employee for adoption or foster care;
    2. In order to care for employee spouse, child, or parent who has a serious health condition; or,
    3. Because of a serious health condition that makes an employee unable to perform the functions of employee position.

- c. FMLA Leave for Birth or Placement of a Child: An employee is entitled to “parenting FMLA leave” for the birth of employee child or the placement of a child with an employee for adoption or foster care. If an employee wishes to take FMLA leave for one of these reasons, employee leave must end within twelve (12) months of the birth or placement.

Employee parenting leave will be unpaid. An employee may choose to use accrued Paid Time Off during the first six weeks of parenting leave. Thereafter, Zenith Services, Incorporated may require an employee to do so. If an employee is ill or disabled, an employee may be able to use employee accrued sick leave and / or FMLA serious health condition leave before or during employee parenting leave.

If an employee has exhausted their twelve (12) weeks of FMLA Leave for a qualifying reason and has a child born or placed with the family, in the same calendar year, the employee may have up to six (6) weeks for the birth or placement of that child.

If employee the need for parenting leave is foreseeable based on an expected birth or placement, an employee must fill out an Application for FMLA Leave at least thirty (30) days before the time when an employee intends to start employee leave, or as soon as is practicable.

- d. FMLA Leave for Serious Health Conditions: An employee is entitled to “serious health conditions FMLA leave” if:

- 1. An employee has a serious health condition that makes an employee unable to perform the functions of employee position; or,
- 2. An employee must care for a spouse, child, or parent who has a serious health condition.

A serious health condition means an illness, injury, impairment, or physical or mental condition that involves:

- a. Inpatient care in a hospital, hospice, or residential medical care facility;
- b. Three days absence from work or school and continuing treatment by a health care provider; or,

3. A chronic illness requiring periodic treatment by a health care provider over an extended period of time and causing episodic absences, such as asthma or epilepsy. Serious health condition also includes any period of incapacity due to pregnancy or for prenatal care.

If an employee health care provider certifies that it is medically necessary, an employee may take employee serious health condition leave on an intermittent or reduced leave schedule. If an employee requests serious health condition leave on an intermittent or reduced leave schedule that is foreseeable based on planned medical treatment, Zenith Services, Incorporated may temporarily transfer an employee to an alternate position with equivalent pay and benefits.

Employee serious health condition leave will be unpaid. An employee may choose or Zenith Services, Incorporated may require an employee to use Paid Time Off, at the same time as an employee use leave due to serious health condition.

If employee need for serious health condition leave is foreseeable, an employee must make a reasonable effort to schedule medical treatment so as not to disrupt unduly Zenith Services, Incorporated's operations. An employee must also fill out an Application for FMLA Leave at least thirty (30) days before the time when an employee intend to start employee leave, or as soon as is practicable.

Employee request for health condition leave must include certification from the health care provider stating the:

1. Date that the serious health condition started;
2. Probable duration of the condition; and,
3. Appropriate medical facts regarding the condition.

If the requested leave is for employee own serious health condition, then the certification must also state that an employee are unable to perform the functions of employee position. If the requested leave is to care for employee spouse, child, or parent with a serious health condition, then the certification must also state:

1. That an employee is needed to care for the person; and,
2. The estimated amount of time an employee will be needed to provide such care.

If an employee are requesting intermittent or reduced leave schedule, then the certification must also state:

1. That intermittent or reduced leave schedule is medically necessary; and,
2. The expected duration of such leave.

Zenith Services, Incorporated may require recertification on a reasonable basis.

If Zenith Services, Incorporated has reason to doubt the validity of the certification, it may require, at its own expense, that an employee obtain the opinion of a second health care provider of its choosing. If the second opinion differs from the opinion in the original certification, then Zenith Services, Incorporated may require, at its own expense, that an employee obtain the opinion of a third health care provider designated or approved jointly by an employee and Zenith Services, Incorporated. The opinion of the third health care provider shall be final and binding.

- e. FMLA Leave Benefits and Restrictions: During the period of employee FMLA leave, Zenith Services, Incorporated will maintain employee coverage under its group health plan on the same terms as if an employee had continued in employment for the duration of employee leave. If an employee does not return from an employee FMLA leave because of a serious health condition, as certified by a health care provider, or for other reasons beyond an employee control, then Zenith Services, Incorporated will not require an employee to repay health insurance premiums it paid to maintain employee coverage during employee leave. If an employee does not return from employee FMLA leave for any other reason, then an employee will be required to repay Zenith Services, Incorporated for the premiums.

During any unpaid portion of employee FMLA leave, an employee will not accrue any benefits such as Paid Time Off, but an employee will retain all benefits accrued before employee FMLA leave.

While an employee is on FMLA leave, Zenith Services, Incorporated may require an employee to periodically report on employee status and intention to return to work.

While an employee is on FMLA leave, an employee may not engage in other work or employment. If an employee does so, an employee will be considered to have violated the terms of employee leave and to have voluntarily terminated employee employment.

At the end of employee FMLA leave, Zenith Services, Incorporated will restore an employee to the position an employee held before employee leave started or to an equivalent position. If an employee request and are granted additional personal leave after employee FMLA leave is over, Zenith Services, Incorporated cannot make any guarantees about reinstatement or restoration to employee position. If an employee fails to return to work at the end of employee FMLA or personal leave, an employee will be considered to have voluntarily resigned. If employee FMLA leave was due to employee own serious health condition, an employee may be required to provide a fitness-for-duty certification from employee health care provider.

All final decisions regarding this policy will be specifically governed by the FMLA regulations.

3. Funeral Leave: Employees may be granted leave with for the purpose of making arrangements for or attending funerals.
  - a. Requests: A funeral leave request is made immediately upon knowing of its necessity.
  - b. Payment (Full Time Employees): Time taken for this purpose may be taken as Paid Time Off, unpaid leave, or, if qualifying, paid Funeral Leave.

In the event that the funeral is for an employee's spouse, domestic partner, child, parent, parent-in-law, sibling, grandparent or grandchild, the company will pay up to two (2) days Funeral Leave. Any such payment will only be made with supervisory approval and demonstration to the supervisor's satisfaction that the funeral is for a qualifying person and the event is for at least two days duration.

Salaried employees will be paid for eight (8) hours on the day or days they are absent for an approved Funeral Leave. Salaried employees will receive Funeral Leave only for regular business week days, Monday through Friday and not for weekend days. The days paid must be continuous and contiguous with days worked, excluding weekends.

Hourly employees will be paid for the number of scheduled work hours they were absent for an approved Funeral Leave.

- c. Payment (Part Time Employees): Time taken for this purpose may be taken as Paid Time Off or unpaid leave.
    - d. Representation: When Zenith Services, Incorporated's public responsibilities dictate that certain employee attend a funeral, time off to attend that funeral will be considered part of their weekly schedule.

4. Voting Leave: Where it is necessitated by an employee's work schedule, the employee may take a leave for the single purpose of exercising their voting rights.
  - a. Right to Be Absent: Every employee who is eligible to vote in an election has the right to be absent from work for the purpose of voting on the day of that election, when their schedule would not otherwise allow time to vote, without penalty or deduction from salary or wages because of the absence. An employee or other person may not directly or indirectly refuse, abridge, or interfere with this right or any other election right of an employee.
  - b. Elections Covered: For purposes of this section, "election" means a regularly scheduled state primary or general election, an election to fill a vacancy in the office of United States senator or United States representative, or an official primary.
5. Jury Duty / Court Appearance: Jury Duty Leave with pay and benefits is granted employees. Upon receipt, employees submit their jury stipend to the organization, after which they receive their usual pay, for each day served on jury duty. If discharged early, the employee is expected to return to work.
  - a. Requests: The leave is requested upon notice from the court. A copy of the notice must be presented to the Chief Administrative Officer.
  - b. Court Appearance: If an employee is required to appear in court as a litigant, in answer to a subpoena, serve as a witness, or under other court order, the employee must take Paid Time Off or unpaid leave unless the action is related to the employee's current position and responsibilities with the organization.
6. Personal Leave or Sabbatical Leave: The organization may grant certain employees a general leave of absence without pay or benefits for the single purpose of taking up their own personal goals and interests, especially further education, for a period of time without working. Leaves of absence may not be taken for the purpose of seeking or accepting other employment or starting another business.
  - a. Requests: The requested leave must be made one (1) full calendar month ahead of the expected leave dates.
  - b. Maximum Length: Approved leaves will usually not exceed twelve (12) weeks. Leaves of a greater length of time, up to (1) one year, will be considered, especially for the purpose of further education.

- c. Payment: The employee must use all their accrued Paid Time Off during the leave period; Paid Time Off may not be added to the approved leave to extend it.
  - d. Refusal: The Chief Administrative Officer may refuse any request for leave if such a leave would pose a hardship for or make it difficult to discharge the functions and operations of any part, unit or department of the organization.
  - e. Return to Work: Employees returning from a Personal Leave or Sabbatical Leave are eligible to return immediately to work in their same position if it still exists and if it is open at the time of return.
7. Military Leave: Employees who are members of the organized Reserves or National Guard are eligible for leave without pay to participate in military drills, training or active duty call-up.
- a. Requests: Military leave requests for scheduled drills, training or active duty call-up are to be made by the employee upon notice by the military.
  - b. Drill and Training: Leave for drill and training are approved according to the employee's military requirement. Such leave may be Paid Time Off, if requested by the employee, or taken without pay. Eligible benefits continue during that time. The employee must present a copy of their tour of duty orders to the Chief Administrative Officer.
  - c. Active Duty Call-Up: Employees who are called to active duty to meet a declared State or Federal emergency are granted leave without pay, but eligible benefits continue during this time. Employees are entitled to return to the same or a similar position. The employee must present a copy of their tour of duty orders to the Chief Administrative Officer.
  - d. Military Caregiver leave: Up to twenty-six (26) weeks without pay, within a single twelve (12) month period, shall be granted to an employee to care for a covered service member with a serious illness or injury. The employee must be the spouse, son, daughter, parent, or next of kin of the covered service member. A covered service member is either: a current member of the Armed Forces or a veteran of the Armed Forces discharged no more than five (5) years before the commencement of leave under this section. Employees will not be authorized leave under this section for service members that have been dishonorably discharged.

8. **Workers' Compensation Leave:** Employees absent due to a job-related (occupational) illness or injury occurring with the organization and covered by Workers' Compensation may be granted a leave of absence without pay and benefits.
  - a. **Requests:** The requested leave must be made immediately upon knowing of its necessity. All requests must be accompanied by a medical doctor's (M.D.) written statement, and a statement of the expected length of absence. A failure to so report may be grounds to consider the absence unapproved.
9. **School Conference and Activities Leave:** Certain employees will be granted leave for up to a total of sixteen (16) hours during any school year to attend school conferences and classroom activities related to the employee's child, provided the conference and classroom activities cannot be scheduled during non-work hours.
  - a. **Requests:** The requested leave is to be made two (2) full weeks ahead of the expected leave date(s).
  - b. **Eligibility:** An employee who is a parent and has worked for at least twelve (12) full consecutive months will be eligible for school conference and activities leave.
  - c. **Conditions:** Employees using this leave of absence may elect to use some, all or none of their Paid Time Off, at their discretion.
  - d. **Return to Work:** Employees returning from a school conference and activities leave are eligible to immediately return to work in their same position if the position still exists.
10. **Part-Time Returns to Work From Leaves of Absence:** Full-Time employees who return from Leave of Absence may do so on a temporary Part-Time basis, considered on a case-by-case basis, with the approval of the organization's Officers.
11. **Reinstatement of Benefits:** In the event that a Full-Time employee temporarily loses their benefits as a result of being on a Leave of Absence, other than applicable Family Medical Leave Act (FMLA) Leaves, those benefits are not reinstated if the employee returns to work on a Part-Time basis, but only upon that employee's return to work on a Full-Time basis.

## 7.

### Employee Benefits

#### E. Employee Benefits and Privileges

1. Health Insurance: The organization offers group health insurance to all of its regular Full-Time and eligible Part-Time employees, contributing \$ 300.00 for the employee, \$ 450.00 for the employee and one dependent, and \$ 600.00 for full family coverage. The employee pays the monthly cost above the maximums.
  - a. Eligibility: Eligibility for this benefit begins on the first of the month following one full calendar month of employment . Enrollment is not required.
  - b. Dependents: Coverages for regular Full-Time and eligible Part-Time employees 's spouses and children are available. The organization will pay up to maximums of \$ 300.00 for the employee, \$ 450.00 for the employee and one dependent, and \$ 600.00 for full family coverage.
  - c. Dissemination: The Chief Administrative Officer and the Human Resources Department disseminate to all eligible employees information on the group health insurance plan before they become eligible.
  - d. Continuation: Upon separating or loss of eligibility, employees are eligible to continue their current health insurance coverage at the group rate, as provided for under Minnesota law. This is done at the employee's expense. A form must be filled out for this purpose. All separating employees must fill out the form.

2. Dental Insurance: Except where other agreements apply, the organization offers group dental insurance to all of its regular Full-Time employees, contributing 80% of the monthly cost. The employee pays 20% of the monthly cost.
  - a. Eligibility: Eligibility for this benefit begins on the first of the month following one full calendar month of employment . Enrollment is not required.
  - b. Dependents: Coverages for regular Full-Time employee's spouses and children are available. A participation fee of 20% of the employee's spouse and children's cost is charged.
  - c. Dissemination: The Chief Administrative Officer and the Human Resources Department disseminate to all eligible employees information on the group dental insurance plan before they become eligible.
  - d. Continuation: Upon separating or loss of eligibility, employees are eligible to continue their current dental insurance coverage at the group rate, as provided for under Minnesota law. This is done at the employee's expense. A form must be filled out for this purpose. All separating employees must fill out the form.
3. Simple IRA Retirement Plan: The organization offers a Simple IRA Retirement Plan to Full-Time and Part-Time employees who have at least one year of service with the organization, are twenty-one (21) years old or older, and who works one thousand (1000) or more hours a year. Employees may contribute one (1) to twenty (20) percent of their gross wages to the plan. The organization will contribute one (1) percent match for every one (1) percent that an employee contributes to the plan, up to a maximum of a three (3) per match to an employee's contribution of three (3) percent. An employee contributing less than three (3) percent will receive a corresponding smaller match from the organization. An employee contributing more than three (3) will not receive more than a three (3) percent contribution from the organization.
  - a. Eligibility: Eligibility for this benefit begins on the first anniversary of the employee's date of hire. Enrollment is not required. Enrollment occurs on a quarterly basis, subsequent to an employee's eligibility.
  - b. Dissemination: The Chief Administrative Officer and the Human Resources Department disseminate to all eligible employees information on the Simple IRA Retirement Plan when they become eligible.
  - c. Continuation: Upon separating or loss of eligibility, employees may elect to maintain their Simple IRA Retirement Plans on their own. Those employees, however, will no longer be a part of the organization's group plan.

4. Workers' Compensation: All employees are covered by Workers' Compensation insurance. The cost is paid by Zenith Services, Incorporated. No enrollment is required, and no payroll deduction is required of employees.
5. Unemployment Compensation: All employees are covered by Unemployment Compensation. The cost is paid by Zenith Services, Incorporated. No enrollment is required, and no payroll deduction is required of employees.
6. Federal Retirement: All employees are covered by the Federal Insurance Contribution Act (FICA). Each employee contributes by automatic payroll deductions to provide for their retirement; Zenith Services, Incorporated also contributes to their account. Enrollment is done at hiring.
7. Life and Accidental Death and Dismemberment Insurance: The organization offers a paid Life and Accidental Death and Dismemberment Insurance plan to all of its Full-Time employees. The cost is paid by Zenith Services, Incorporated. An employee becomes eligible for Life Insurance on the first of the month following one (1) full calendar month of employment.
8. Short-Term Disability Insurance: Except where other agreements apply, the organization offers a paid Short-Term Disability Insurance plan to all of its Full-Time employees. The cost is paid by Zenith Services, Incorporated. An employee becomes eligible for Short-Term Disability Insurance on the first of the month following one (1) full calendar month of employment.
9. Tuition Assistance Policy: In order to encourage the pursuit of ongoing education, Zenith Services, Incorporated provides a tuition assistance benefit to qualified employees. Recognizing the needs of the organization and the responsibilities of management, the tuition assistance levels are based on a part-time academic schedule.

Requests for tuition assistance must be submitted by the employee, using a Tuition Assistance Agreement form, and approved by the Officers, in advance.

The organization will provide tuition assistance for academic coursework, in a course of study relevant to the field of human services.

The organization will provide tuition assistance up to 80% of the cost of courses, up to a maximum benefit of \$ 1500.00 for undergraduate study and a maximum benefit of \$ 2500.00 for graduate study, per academic year (September 1st to August 31st).

Tuition assistance will be provided after a course is completed, with proof of both the cost and successful completion of the course.

Tuition assistance does not apply to books, supplies, or fees.

Tuition assistance funds are based on the annual corporate budget. The funds are limited, and will be distributed on a “first come, first served” basis.

Employees receiving tuition assistance will be required to commit themselves in writing to the following obligations:

- a. Employees who receive an “incomplete” or receive a grade below “C” for a course, will not receive tuition assistance.
- b. Employees who resign before 12 months, after completing reimbursed coursework, will agree to repay 100% of the tuition paid by the organization.
- c. Employees who resign 13 to 18 months after completing reimbursed coursework, will agree to repay 67% of the tuition paid by the organization.
- d. Employees who resign 19 to 24 months after completing reimbursed coursework, will agree to repay 34% of the tuition paid by the organization.

Qualified employees include those at the level of Program Manager, who have been employed with the organization for 3 years or more, and those at the level of Program Director or higher, who have been employed with the organization or 2 (two) years of more. Qualified Part-Time employees are eligible for this benefit on a pro-rated basis.

10. Flexible Spending Accounts: The organization offers Full-Time and Salaried Part-Time employees the opportunity to participate in a Flexible Spending Account, which allows employees to set aside compensation, on a pre-tax basis to pay for Out-of-Pocket Medical Expenses and/or Child Care Expenses. Employees may set aside up to \$2,500.00 annually for Out-of-Pocket Health Care Expenses and up to \$5,000.00 annually for Dependent Care Expenses. For Full-Time employees enrolled on Medical and Dental Insurance, the plan allows for Medical and Dental premiums to be deducted from an employee’s compensation on a pre-tax basis. These set aside payments are deducted evenly from each of the twenty-six (26) annual payrolls. An employee becomes eligible to participate in a Flexible Spending Account on the first of the month following one (1) full calendar month of employment.

11. **Smoking Cessation Policy:** In order to encourage employees to make choices that result in good health, Zenith Services, Incorporated provides a smoking cessation incentive program to qualified employees. All individual awards of the smoking cessation incentive must be approved by the organization's Officers. All eligible employees may receive this benefit only once during their employment.

The organization will offer a bonus of \$500.00 to qualified employees who successfully quit smoking and agree to abide by the following conditions:

- a. Employees who have quit smoking and who seek to receive this bonus must sign a form, agreeing to the provisions of the policy. If they do so, they will receive the bonus six (6) months after signing the agreement.
- b. The agreement will state that the employee agrees to return the \$500.00 if they begin smoking again at any time during their employment with the organization. Employees will agree to have this repayment deducted from their final paychecks. The determination as to whether the employee has begun smoking again is entirely at the discretion of the organization's Officers.

Qualified employees include those at the level of Program Manager, Program Director or higher, who have been employed with the organization or sixty (60) days or more.

12. **Volunteerism:** The concept of volunteerism is a foundational principal of the organization. It is a job expectation for all management and administrative staff to volunteer in the community, at least once during every year of employment. In order to facilitate and encourage volunteerism, the organization provides management and administrative staff with up to sixteen (16) hours annually out of their regular weekday schedules to be involved in volunteer activities. Management and administrative staff who work part-time schedules will receive up to eight (8) hours annually out of their regular weekday schedules to be involved in volunteer activities.
  - a. **Compensation:** The organization will financially support volunteer activities providing for there to be no effect on an employee's salaries or hourly wages during the pay periods in which the employee volunteers.
    1. **Salaried Employees:** Salaried employees will receive their full salaries for pay periods that include volunteer hours.
    2. **Hourly Employees:** Hourly employees will receive their full hourly wage for volunteer hours in which they engage in volunteer activities, exactly equal to the number of hours they would have worked on any given day in which they engage in volunteer activities.

3. No Additional Compensation: Volunteer work done on weekends, holidays, “after hours” in the case of hourly employees, or other days off, do not result in any additional compensation, including, but is not limited to, comp days.
- b. Volunteer Options:
1. Company Selected Volunteer Events: The company will select three to four volunteer activities in which a group of employees can participate together, with the approval of the Officers. They will be scheduled for specific times and places.
    - a. Hours Exception: Hours volunteered through for Company Selected Volunteer Events do not count towards the sixteen (16) hours allotted in this policy. These hours volunteered are granted in addition to those available for other volunteer activities.
  2. Individually Selected Volunteer Events: Eligible employees may volunteer individually for organizations of their own selection. These volunteer opportunities would also be approved by the Officers, but could then be scheduled at the individual’s convenience.
    - a. Exclusion: Many employees are already involved in volunteer activities, including volunteering with their own churches, their children’s schools or activity programs, or volunteering to support their own hobbies. While the organization considers these to be legitimate volunteer activities and will count them towards our organizations’ goal of volunteer participation, these are not activities for which one can be compensated or otherwise receive financial support. The program’s goal is to encourage volunteerism in new and different areas.
  3. Headwaters Volunteer Events: Headwater Relief Organization is the volunteer organization sponsored by the Orion Associates, Meridian Services’, Zenith Services family of companies. Headwaters will regularly sponsor volunteer events.
    - a. Hours Exception: Hours volunteered through the Headwaters Relief Organization do not count towards the sixteen (16) hours allotted in this policy. These hours volunteered are granted in addition to those available for other volunteer activities.

4. Donating Blood and Bone Marrow: Eligible employees may use their volunteer hours for the purpose of donating blood or bone marrow, including appointments related to the donation of bone marrow. Volunteer time off for these purposes must be approved in advance by an employee's supervisor.
    - c. Required: Volunteering is a job requirement. There is an expectation that every management and administrative employee will be involved in one or more volunteer activities, annually, whether they are group or individual activities.
    - d. Supervisory Approval: All volunteer activities are allowed subject to and allowed only with supervisory approval. A supervisor has full discretion to deny or delay an employee's participation in any volunteer activities, if they determine that it is in the best interests of the organization and/or their program to do so.
13. Administration of Benefits: The Chief Administrative Officer, the Human Resources Department, and the Financial Department are responsible for administering and coordinating all benefits programs.

## 8.

# Employment Separation

## A. Termination

1. General Provisions: These general policy provisions apply to all employee separations.
  - a. Employment at Will: These Personnel Policies are not an employment contract and should not be interpreted as creating an employment contract. All employment is employment at will. Employment at will means that any employee may terminate the employment relationship at any time, and the employer may do the same.
  - b. Final Authority: Employee separation which falls into any category of layoff or dismissal may be done only on the final authority and with the approval of the Chief Executive Officer of Orion Associates, who consult in advance in each and every instance with the Chief Administrative Officer and the employee's supervisor.
  - c. Return of Property/Settlements: Before separating, all property of Zenith Services, Incorporated must be returned to it, including keys, equipment, manuals, files, records, forms, documents, and materials. In addition, all debts, including expense reports, must be settled in full.
  - d. Final Paychecks:
    1. Voluntary Separation: Employees separating voluntarily are paid in full in the next regularly scheduled payday after separation. If the next regularly scheduled payday occurs less than five (5) calendar days after the employee's last day of employment, the employee will be paid in full with the subsequent regularly scheduled payday or within twenty (20) days of the employee's resignation, whichever occurs first. If the employee handled organizational money or property, the organization will audit the employee's accounts and will see that the employee checks in property and pays outstanding bills before making final payment.

2. Involuntary Separation: Employees separating involuntarily are paid in full within at least twenty-four (24) hours. When possible, the final paycheck will be prepared and given to the employee at the time of termination. If, however, the employee handled organizational money or property, the organization has up to ten (10) days after involuntary separation from employment to audit the employee's accounts and check in property and pays outstanding bills before making final payment. If the employee requests final payment, however, the company will do so within twenty-four (24) hours.
  3. Documentation: All payments are contingent upon the employee submitting Time Sheets and, when applicable, Narrative Sheets for the final pay period.
  4. Notification: The Program Administrator, in consultation with the Human Resources department, will notify the Finance Department of the termination and of the need for paycheck preparation.
- e. Acceptable Past Performance: Only those employees who are leaving Zenith Services, Incorporated after demonstrating acceptable employment performance at the time of separation will be considered for rehire in the future. To be considered for rehire, the employee will have fulfilled their commitment to the organization and met all expected performance requirements.
  - f. Reference Letters: Separating or separated employees may request a standard letter of reference. All such requests and letters are handled only by the Chief Administrative Officer.
  - g. Exit Interviews: Wherever possible, an employee's immediate supervisor should arrange for and complete a written Exit Interview on or before a separating employee's last day of work. Exit Interviews may be conducted by a supervisor up the Chain of Command, instead of the immediate supervisor, as the result the employee's request or the company's choice. Supervisors are to provide their employees with the opportunity to submit their Exit Interview form directly to the Human Resources department by providing them with a stamped envelope, addressed to the Human Resources department. In the event that a supervisor is unable to meet with the employee before their last day of work, the supervisor is to mail the employee an Exit Interview form, along with a stamped envelope, addressed to the Human Resources department.
  - h. Paid Time Off: Unused accrued Paid Time Off is paid to separating employees on their last payroll check; employees, however, who resign without giving the required resignation notice or who are terminated forfeit their right to any payment for accrued Paid Time Off. Exceptions to this policy will be made solely at the Officers discretion.

- i. Benefits: Upon separating, all paid benefits end on the effective date; separating employees, however, may arrange for continued group health coverage at their own expense, as provided for under law, by making direct payment for the correct amount to Zenith Services, Incorporated before the first day of each month. A COBRA form must be filled out upon separating.
2. Resignation:
- a. Resignation Notice: An employee planning to resign must so notify their supervisor in writing in advance.
    - 1. Non-Exempt Employees: Non-exempt employees are required to give fourteen (14) days resignation notice. Non-exempt employees who resign without giving the required resignation notice will forfeit their right to any payment for accrued Paid Time Off, and will be ineligible for rehire.
    - 2. Exempt Employees: Exempt employees are required to give thirty (30) days resignation notice. Exempt employees who resign without giving the required resignation notice will forfeit their right to any payment for accrued Paid Time Off, and will be ineligible for rehire.
    - 3. Paid Time Off During the Resignation Period: All employees are expected to work their full fourteen (14) or thirty (30) day resignation period. Paid Time Off is not to be used to cover portions of the resignation period. Program Administrators have the discretion to allow the use of a limited amount of Paid Time Off days during the resignation period, if in the Program Administrator's judgment, the employee's absence poses no difficulty to the program. The final days of an employee's resignation period are not to be taken as Paid Time Off.
  - b. Rescission: Before the effective date of a resignation, unless the position has been filled, a resignation notice may be rescinded with the supervisor's approval and with the concurrence of the Chief Administrative Officer, upon the written request of the employee, when such a rescission is in the best interest of the organization.
  - c. Waivers: Only the Chief Administrative Officer may waive the resignation notice requirements for any employee in any position.

- d. Resignation Pay: The Chief Executive Officer may approve resignation pay in lieu of any employee fulfilling their resignation notice.
- e. Separation / Release Agreement: In the event that a dispute over the reason for an employee termination may exist or as part of a post-termination arrangement, the employer may negotiate a Separation / Release Agreement with an employee.
  - 1. Authority: Only the Chief Executive Officer of Orion Associates may enter into a Separation / Release Agreement with an employee. Separation / Release Agreements are made only case-by-case and are entered into only at the discretion of the employer.
  - 2. Obligation: All Separation / Release Agreements must be written in a clear and coherent manner; using words with common, every day meanings; include the option for the employee to consult with a legal representative; include a period in writing of at least fifteen (15) calendar days for an employee to rescind the agreement; and the agreement must be entered into voluntarily and this must be stated in writing.
  - 3. Adequate Consideration: Any Separation / Release Agreements may include payments the employer is not otherwise obligated to make or other non-monetary considerations.
- f. Inactive Employees: It is the responsibility of the employee to inform their direct supervisor of their continued interest in work. Regardless of any such notification, employees who do not work for three (3) months or more, or who do not maintain their required level of training will be considered to have resigned their positions voluntarily.
- g. Job Abandonment: It is the responsibility of the employee to arrive to work all scheduled shifts. If an employee is unable to do so, they must contact their direct supervisor or, in the event that their direct supervisor cannot be reached, to follow the Chain of Command to report that they are unable to work, four (4) hours prior to the commencement of an assigned shift. Failure to arrive to work a scheduled shift or to contact a direct supervisor within twenty-four (24) hours of the start of the scheduled shift is considered job abandonment and, therefore, a voluntary resignation.

3. Layoff:
  - a. Right: The organization reserves management's right to reduce or reorganize, either permanently or temporarily, its current work force.
  - b. Notice: Employees receive notice in writing of any layoff, and may, if there is notice of more than two (2) weeks, be given a reasonable amount of time off approved in advance with pay during the notice period to seek other employment.
  - c. Authority: Only the Chief Executive Officer of Orion Associates may layoff an employee. Layoffs are made case-by-case without regard to seniority, position or classification. Only the best interests of Zenith Services, Incorporated are considered.
  - d. Placement: Given prevailing fiscal, personnel, and corporate decisions, the Chief Administrative Officer may make efforts to place laid-off employees in open positions, if available, which they are qualified to fill in the organization, upon their request.
  - e. Recall: If undertaken, recalls are made as needed and by the positions needed. Only the needs of the organization are taken into account; any recall is made from a layoff list of those who have expressed an interest in returning; the organization may use outside resources to fill vacant positions.
4. Termination:
  - a. Right: The organization reserves management's right to terminate employees at will at any time.
  - b. Personnel: A minimum of two (2) supervisory personnel will be present for any termination, including the employee's supervisor, and / or the appropriate Program Director, Program Administrator, the Chief Operating Officer, the Chief Administrative Officer, or an another designated representative of the Human Resources department.
  - c. Documentation: Documentation of the termination must be prepared in advance. It must include the reason for the termination, including the relevant dates, the policy violations, and actions taken. This documentation is an internal document, which may or may not be shared with the employee. This document is to be prepared and completed by the Program Manager, in consultation with the appropriate Program Director, Program Administrator, the Chief Operating Officer, the Chief Administrative Officer, and / or an another designated representative of the Human Resources department.

- d. Safety: The Program Manager or other supervisory personnel may determine that precautionary measures must be taken to protect the consumers, staff and / or company property. These measures may include:
    - 1. Changing office or home locks, changing lock box codes, and / or the location of hidden keys.
    - 2. Changing the voice mail access code.
    - 3. Changing the home phone number.
  - e. Recall: If undertaken, recalls are made as needed and by the positions needed. Only the needs of the organization are taken into account; any recall is made from a layoff list of those who have expressed an interest in returning; the organization may use outside resources to fill vacant positions.
4. Property: If a terminated employee has personal property on site, the Program Manager will determine how much time the employee will be granted to remove the property, including immediate removal, twenty-four (24) hours, two (2) weeks, etc. The Program Manager will also determine under what conditions the property will be removed, including with or without supervisory observation. If the property is not removed, the Program Manager will box it and store it in a secure place on the property. The organization retains its right to use its discretion in the removal of abandoned personal vehicles.

## 8.

### Employment Separation

#### B. Dismissal

1. Employment At Will: All employment is employment at will. This means that employees may terminate their employment relationship with the employer at any time, and the employer may do the same for no reason or for cause.
2. Dismissal: Employees may be dismissed at any time for violating any of the standards and expectations, whether written or unwritten, of their employment with Zenith Services, Incorporated. Any dismissal decision and action remains within the sole discretion of this employer. Any dismissal decisions or action must be consented to and approved in advance by the Chief Executive Officer and the Chief Administrative Officer of Orion Associates. A written notice of dismissal is filed with the Chief Administrative Officer in each and every instance.
  - a. Releases: In lieu of dismissal, an employee and the organization may mutually consent to release without any future financial or legal claims in exchange for certain benefits to and agreements between both parties. Such a release is agreed to and signed in advance. Such a release does not create a future precedent.
3. Temporary Employees: Temporary employees may be dismissed at any time for any reason. Temporary employees hired through a temporary agency are not employees of Zenith Services, Incorporated and are not subject to the provisions of these policies.

# 9.

## Procedures

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## 9.

### Procedures

#### B. Procedures

1. Paid Time Off
  - a. Eligible employees will review Personnel Policy 7. C., "Paid Time Off."
  - b. Eligible employees will submit a "Paid Time Off Request" form to their supervisor indicating their preferred Paid Time Off dates:
    1. Requests for three or more days off will be submitted at least two weeks before the requested Paid Time Off dates.
    2. Requests for two or less days off will be submitted at least seventy- two (72) hours before the requested Paid Time Off dates.
  - c. The supervisor will approve or deny the employee's request. The approval or denial of the request will at all times be based upon the needs of the program, the timeliness of the request and seniority.
  - d. The supervisor will submit the "Paid Time Off Request" form to Finance for final approval, based on the employee's available Paid Time Off hours.
  - e. Finance will return the authorized copy of the "Paid Time Off Request" form to the employee or to the supervisor when the request is either partially or completely denied.
  - f. The original "Paid Time Off Request" form will be filed by Finance in the employee's payroll record.
  - g. Non-Eligible employees seeking time off will notify their supervisor. The supervisor will inform the employee that the request can only be made by:
    1. Either changing work hours with another employee while keeping all shifts covered or,
    2. Employee finding an approved replacement to fill in for them or,
    3. Supervisor finding an approved replacement staff.
    4. Employee modifying their schedule, with supervisor approval in a

manner that minimizes the effect on the consumer.

2. Access to Records

- a. Employees will review Personnel Policy 5. G., "Personnel Records and References."
- b. Employees that have unlimited access to the Personnel Records, include the Chief Administrative Officer, Chief Operating Officer, Chief Financial Officer, and the Chief Executive Officer of Orion Associates.
- c. Employees who are limited from access and need to access certain records will get approval from the Chief Executive Officer or the Chief Administrative Officer of Orion Associates to access those specific records.
- d. Except when a program or department is under an audit, personnel records will not be removed from the Zenith Services, Incorporated Metropolitan Office.
- e. Personnel files will be locked at the end of each working day.

3. Access to Records on the Computer

- a. Employees that have computer access will consider all information confidential.
- b. When taking a break or ending their computer use time, employees that have computer access will exit back to the main menu.
- c. The computers that have been used to process personnel information will be turned off at the end of each working day.

4. Exiting an Employee

- a. When an employee leaves Zenith Services, Incorporated, the employee will submit a written letter of resignation from that position to their direct supervisor.
- b. The employee's direct supervisor will complete a separation notice and submit to the Chief Administrative Officer and the Human Resources Department of Orion Associates.

- c. When an employee leaves the position without notice and the supervisor is unable to reach or meet with the employee that left, the Chief Administrative Officer and the Human Resources Department will:
  - 1. Send the employee a Separation Notice and an "Exit Interview" form to complete and sign.
  - 2. Complete all necessary forms, noting the exit date on all forms.
- d. The supervisor and employee will complete the employee's final "Time Sheet" and attach a copy of the "Employee Change Notice" to the "Time Sheet."
- e. The supervisor will immediately submit all exit forms to the Chief Administrative Officer and a copy of the "Employee Change Notice" and the "Time Sheet" to the Accounting Department of Orion Associates for immediate processing.
- f. The Financial Department will calculate all pay owed to and by Zenith Services, Incorporated for the employee, deduct any amount owed to Zenith Services, Incorporated, including outstanding phone and / or cable bills and issue the final paycheck to the employee in accordance and compliance with the Wage and Hour regulations.
- g. The Chief Administrative Officer and the Human Resources Department will process all personnel exit forms and complete the "Separation Notice" and any other forms required by law and various agencies on the exit of an employee.
- h. The Chief Administrative Officer and the Human Resources Department will file the exit forms, close out and/or update the employee's Personnel Record.
- i. After the effective date of termination, all correspondence, reference requests and communication to or from the former employee will only be directed through the Chief Administrative Officer and the Human Resources Department.

5. Health Requirements for Zenith Services, Incorporated Employees
- a. New Zenith Services, Incorporated employees may be required to have a "Physician's Report," completed. In addition, some employees may be required to complete the "Employee Mantoux Report."
  - b. New Zenith Services, Incorporated employees required to have the mantoux test administered will have the results read prior to beginning direct service duties and will return the completed "Employee Mantoux Report" to the Chief Administrative Officer. The mantoux test may be administered by a physician, a local clinic, or public health nurse. If the employee has the Mantoux done by anyone other than a provider approved by Zenith Services, Incorporated, any fees charged will be paid by the employee.
  - c. If an employee has had a mantoux test within one year, they will forward a verification of the test results to the Chief Administrative Officer before beginning direct service duties.
  - d. Zenith Services, Incorporated employees required to have a physical examination will have the "Physician's Report" completed and returned to the Chief Administrative Officer and the Human Resources Department within their first 30 days of employment. The physical report must be completed within the employees first 30 days of employment and the signed statement must indicate that the employee is performing all duties required by the position. A complete physical examination is required every five (5) years for staff who work in designated foster care settings.
  - e. If there is reasonable suspicion of disability, disease, impairment or injury of any employee within Zenith Services, Incorporated, that adversely effects the employee's performance of duties or places consumers at risk, the following steps will be taken:
    1. The Chief Administrative Officer of Orion Associates will investigate the situation.
    2. The Chief Administrative Officer will, along with the employees' supervisor, determine reasonable cause for suspicion.
    3. With reasonable cause for suspicion, the Chief Administrative Officer, in consultation with the Chief Executive Officer and legal consul, will determine a plan of action.
    4. The employees' supervisor will follow through with the plan of action and submit the results of the plan to the Chief Executive

Officer and/or the Chief Administrative Officer.

6. Work Related Injury Plan

- a. When an injury has occurred, the employee should notify their direct supervisor (Program Administrator, Program Director, or Program Manager) immediately.
- b. The employee's direct supervisor must see that the employee receives proper medical attention, even if the injury appears to be minor and there is doubt as to the seriousness of the injury. The employee should be sent to the designated medical provider. If the employee's direct supervisor has any questions or concerns, they should contact the Chief Administrative Officer of Orion Associates.
- c. The employee's direct supervisor must inform the employee to obtain a Report of Workability from the doctor. The employee should return this form to their direct supervisor following the exam. This form will communicate the employee's medical and work restrictions that should be followed after they return to work.
- d. The employee's direct supervisor must provide the employee with the Minnesota Workers' Compensation System Employee Information Sheet and the Minnesota Workers' Compensation Employee's Rights and Responsibilities sheet.
- e. The employee's direct supervisor must complete the following forms as soon as possible after the injury has occurred:
  1. First Report of Injury
  2. Supervisor's Report of Accident
- f. The employee must complete the following form as soon as possible after the injury has occurred:
  1. Worker's Compensation Fact Sheet
- g. It is necessary that these three (3) forms be submitted to Human Resources within five (5) days after an injury has been first reported.
- h. The employee's direct supervisor must inform their supervisor and Human Resources of the injury immediately via telephone or e-mail.
- i. When the employee returns the Report of Workability form following the

medical exam, the employee's direct supervisor must submit the form to Human Resources immediately.

- j. Human Resources will verify the facts, as stated on the First Report of Injury form and fax it to the designated Workers' Compensation Carrier.
- k. Human Resources will ensure that any preventive action is taken to ensure that the cause of the injury is not likely to be a cause for any other injuries.
- l. Human Resources and the Workers' Compensation Carrier will communicate weekly with the injured employee until the employee returns or the insurance company directs otherwise.
- m. All communication regarding the injured worker will be directed to Human Resources.
- n. Only Human Resources will make or receive contact with any parties involved with the injury claim.

## 7. Recruitment

- a. When a position is vacant, the designated supervisor will notify the Chief Administrative Officer and the Human Resources Department of Orion Associates.
- b. The Chief Administrative Officer and the Human Resources Department will review the vacant position and, if necessary, will request any additional information from the designated supervisor. The Chief Administrative Officer and the Human Resources Department will recruit qualified applicants from one or more of the following sources:
  - 1. Advertising
  - 2. Employee Referrals
  - 3. Education System, i.e. Schools, Vo-Tech, Colleges, etc.
  - 4. Professional Societies
  - 5. Promotion From Within and Rehires
  - 6. Use of Application File Database
  - 7. Community Organizations and/or Agencies
  - 8. State Operated Employment Offices
  - 9. Minority Contacts
  - 10. Temporary Agencies
  - 11. Open House and Others
- c. The Chief Administrative Officer and the Human Resources Department

will receive all applications.

- d. The Chief Administrative Officer and the Human Resources Department will screen the qualified applicants, including referrals, internal candidates, rehire candidates and outside applicants, to insure that they meet our minimum requirements.
- e. The Chief Administrative Officer and the Human Resources Department will collect, categorize and store all applications received by the recruitment efforts for a minimum of two years.

#### 8. Screening of Applicants

- a. The Chief Administrative Officer and the Human Resources Department of Orion Associates will conduct pre-interview screenings on all qualified applicants, including referrals, internal candidates, rehires and outside applicants.
- b. When screening internal candidates for positions other than a promotion, the Chief Administrative Officer will verify that the employee has successfully completed their six (6) month period of review and is in good standing in the current position. When it is in the best interests of Zenith Services, Incorporated to have a lateral or lower transfer occur before the initial six (6) month period of review is completed, exceptions may be made.
- c. The Chief Administrative Officer will keep all internal employee requests in writing and external applications on file for two (2) years.

#### 9. Interviewing

- a. All applicants will complete the "Application for Employment."
- b. Following the screening of an applicant, the Chief Administrative Officer and the Human Resources Department of Orion Associates will coordinate the interview process for the applicants. All positions are directly interviewed by the Chief Administrative Officer and the Human Resources Department. Exceptions to the interviewing process will be made by Chief Administrative Officer.
- c. All applicants referred for interviewing are to be selected for an interview by the Chief Administrative Officer and the Human Resources Department. at a time that is mutually convenient to all. Program Administrators, Program Directors, and Program Managers may choose to do subsequent interviews with qualified applicants

- d. All interviews will be conducted in accordance with accepted interview guidelines and the "Application for Employment" will be returned to the Chief Administrative Officer for filing.
- e. Human Resources will insure that all applicants are informed of the results of the interview. Human Resources will inform all applicants that another applicant was selected for the position, will request a second interview, or will extend a conditional offer of employment. The conditional offer of employment is pending based on the following criteria which would result in the loss of an employee's position:
  - 1. Conviction of a crime involving moral turpitude, unless pardoned, or as named disqualified under Rule 11, determined through the background study required in Minnesota Statutes, section 245A.04 (the Human Services Licensing Act) and in Minnesota Rules, parts 9543.3000 to 9543.3090 (Rule 11 – the Applicant Background Study Rule).
  - 2. An Unacceptable Driving record, as determined by Zenith Services, Incorporated company policy.
  - 3. Any false statement of material fact on my application, or any other submitted materials for application purposes, including but not limited to, transcripts or other credentials or educational achievement.
  - 4. Failure to provide a certified transcript or other official credentials of post secondary, vocational, or other educational achievement as requested and required.
  - 5. Failure to complete Orientation and Mentoring (30 hours of initial training) within the allotted 2 months from my date of hire, including completion of First Aid and CPR certification.
- f. Human Resource will be notified immediately of the applicant's decision to accept or not accept the job offer. If the applicant accepts, Human Resources, or a designee, will schedule Orientation Training.

## 10. Hiring for Employees

- a. Human Resources, or a designee, will complete the initial Orientation, insure that personnel forms are complete, schedule the new employee for all required initial orientation training classes, and will notify the employee's supervisor when the process is complete.

- b. Human Resources will determine the salary by using the "Wage Scales and Salary Guides." The Chief Executive Officer will inform Human Resources of the salary rate established for the newly hired employee.
- c. Human Resources will forward a copy of the "Employee Change Notice" and the "W-4" form to the Finance, where the information will be entered into the computer data base. The "Employee Change Notice" will be filed in the Personnel Record of the new hire. The "W-4" form will be filed in the employee's payroll file.
- d. The supervisor will contact the new employee to schedule Site Orientation and Mentoring.
- e. The employee's supervisor will submit the employee's Site Checklist and Mentoring forms to Human Resources when the new hire completes the trainings.
- f. As the employee completes training classes, Human Resources will notify the employee's supervisor and give the employee training credit in the database.

11. Department of Labor Compliance

- a. The Chief Administrative Officer of Orion Associates will follow Department of Labor rules and regulations and ensure compliance of all company policies, procedures and contracts.
- b. The Chief Administrative Officer will provide training regarding Department of Labor rules and regulations as needed to the management staff.
- c. The Chief Administrative Officer and the direct supervisor will ensure that hourly paid employees, unless specifically employed otherwise, are not scheduled for over forty hours in any weekly period and that this is reflected in the employee's schedule and "Time Sheet."
- d. The direct supervisor will make every effort to fill staffing requirements without creating overtime. Permission must be obtained from the appropriate Chief Operating Officer of Orion Associates to authorize overtime. When the Chief Operating Officer is unavailable, notification by direct supervisor must be made the next working day.
- e. The direct supervisor will notify the Financial Department via the appropriate section on the "Time Sheet" of the need to pay staff overtime.

- f. Each direct supervisor will inform the Chief Administrative Officer who will inform the Financial Department of any changes in regularly scheduled hours or pay rates for existing employees by submitting an "Employee Change Notice."
  - g. Each direct supervisor will schedule their staff according to the wage and hour standards.
  - h. If a direct supervisor is not sure that all Department of Labor rules are met, they will contact the Chief Administrative Officer for assistance.
  - i. In compliance with Department of Labor, the Chief Administrative Officer and/or the Financial Department of Orion Associates will maintain the following records:
    - 1. Personnel Records:
      - a. All employee and subcontractor contracts
      - b. Personnel information including name, address, occupation, sex, and date of birth for those under 18 years of age
      - c. Hour and day when work week begins and ends
    - 2. Financial Records:
      - a. Total hours worked each work day and work week
      - b. Total daily or weekly straight time earnings
      - c. Regular hourly pay rates for any week when overtime is worked
      - d. Total overtime pay to the work week
      - e. Deductions from or additions to wages
      - f. Total wages paid each pay period
      - g. Date of payment and pay period covered
      - h. Wage and salary history
12. Development and Implementation of Wage and Salary Compensation
- a. The Chief Administrative Officer of Orion Associates will submit a compensation proposal to the Chief Executive Officer of Orion Associates.
  - b. The Chief Executive Officer will review the proposal and approve or request revisions based on recommended parameters and rates.

- c. When approved by the Chief Executive Officer, the Chief Administrative Officer will adjust the affected "Wage Scales and Salary Guides."
- d. The Chief Administrative Officer will notify the direct supervisors who will notify their personnel.
- e. The Chief Administrative Officer will coordinate the update of the "Employee Change Notice," and information in the Personnel Records and computer database for each affected employee.
- f. For all hourly employees hired, the Chief Administrative Officer will refer to the "Wage Scales" to determine starting pay.
- g. For all salaried employees hired, the Chief Administrative Officer will refer to the "Salary Guides," to determine starting pay.
- h. The Chief Administrative Officer will review all wage and salary compensation scales at least annually. The review includes and is not limited to the following:
  - 1. Comparison to the market place compensation standards.
  - 2. Positions relative to pay levels.
  - 3. Cost of living increases.
  - 4. Compliance with the Department of Labor Standards.

13. Change of Wage or Salary

- a. The Chief Operating Officer and the direct supervisors will determine the need for a change in the rate, position title, etc., and will get approval for the change from the Chief Administrative Officer.
- b. The direct supervisor will complete all personnel related forms that coincide with the wage or salary changes and submit the completed forms to the Chief Administrative Officer.
- c. The Chief Administrative Officer will ensure that the changes are in compliance with Department of Labor Regulations and the organization's pay structure, and file the completed personnel forms.
- d. The Chief Administrative Officer will ensure that Financial Department has a copy of the "Employee Change Notice," and will file the original copy in the Personnel Record.

14. Travel / Food Allowance Reimbursement

- a. Zenith Services, Incorporated employees who attend a work related function, i.e. inservice, conference; in state or out-of-state, are eligible for reimbursement of food expenses.
- b. The maximum reimbursable food allowance coverage is as follows:  
  
Breakfast     \$ 4.00  
  
Lunch         \$ 5.00  
  
Dinner \$ 6.25
- c. Receipts must be kept and attached to the "Expense Sheet." The "Expense Sheet" is then given to the direct supervisor for approval and signature. A reimbursement check will be processed by the Financial Department and sent to the employee in a monthly Expense Reimbursement check.

15. Compensation Time / Work Schedules

- a. Non-exempt employees will be directly paid for the number of hours that they actually work each day. They will not earn compensation time.
- b. If an exempt employee identifies a need to fill another staff's scheduled work time to ensure staff ration needs or services delivery, they will seek prior approval from their direct supervisor. If prior approval is not possible, then they will notify their direct supervisor as soon as possible.
- c. All time worked will be listed on the Master Schedule.
- d. Exempt employees who are required to fill another position's scheduled work time to ensure that the operations of the program are carried out, may have their direct supervisor determine which of the following ways they may be compensated for the time worked:
  - 1. Adjusting their normal work schedule at a later date to compensate for the time worked.
  - 2. Receiving the base wages earned in the position for the scheduled time worked.

16. Lateral or Lower Transfers to a Different Work Site

- a. The employee, after successful completion of their initial six (6) month period of review, may apply for a lateral or lower transfer through the Chief Administrative Officer. When it is in the best interests of Zenith Services, Incorporated to have a lateral or lower transfer occur before the initial six (6) month period review is completed, exceptions may be made.
- b. The employee will notify the Chief Administrative Officer in writing of their interest in the position.
- c. The Chief Administrative Officer and/or the direct supervisor will screen the employee/applicant for the position as outlined in Personnel Procedure 9. B. 8., "Screening of Applicants."
- d. Upon offer of a new position, the employee will notify their current supervisor of their intent to transfer and give the required notice.
- e. The employee will complete all necessary training/licensing requirements for the new position within the required time frame.
- f. The new direct supervisor and the Chief Administrative Officer will ensure that all appropriate forms are completed.

17. Lateral or Lower Transfers: Increase Hours in Same Position

- a. The employee may apply for an increase in hours in their same, or lateral or lower position at the same program by notifying their direct supervisor in writing.
- b. The Chief Administrative Officer and/or the direct supervisor will screen the employee/applicant for the position as outlined in Personnel Procedure 9. B. 8., "Screening of Applicants."
- c. The direct supervisor completes an "Employee Change Notice" and routes it to the Chief Administrative Officer only when an employee becomes full time.
- d. The new direct supervisor and the Chief Administrative Officer will ensure that any other appropriate forms are completed.

18. Promotional Transfers

- a. The employee will apply for a promotion in writing through the Chief Administrative Officer and the Human Resources Department of Orion Associates.
- b. If qualified, the Chief Administrative Officer and/or the Human Resources Department will screen and interview the employee/applicant for the position as outlined in Personnel Procedure 9. B. 8., "Screening of Applicants."
- c. Upon being offered a new position, the employee will notify their direct supervisor of their acceptance of the promotion.

19. Subcontractor / Consultant Contracts

- a. The Chief Executive Officer of Orion Associates will determine the need for a contract, or subsequent contract revision.
- b. The Subcontractor / Consultant and the Chief Executive Officer of Orion Associates, or a designee, will meet to review the contract, or contract revisions.
- c. The Chief Executive Officer of Orion Associates, or a designee, will complete the "Subcontractor / Consultant Contract," or subsequent revisions, in consultation with legal counsel, if necessary. The Chief Executive Officer, or a designee, will ensure that the Subcontractor / Consultant has copies of the "Subcontractor / Consultant Contract," and the Chief Administrative Officer will file the original copy.

20. Staff Reassignment

- a. Based on the needs of the organization, Zenith Services, Incorporated management staff will identify staff reassignment in order to make the best match between employees and positions.
- b. The direct supervisor of the area identified as needing staff reassignment will be notified and they will consult with the Chief Administrative Officer and the Human Resources Department to ensure that all policies and procedures for staff reassignment are followed and identify the position and location to be reassigned to.

- c. The Chief Administrative Officer will determine if the reassignment is appropriate based on Department of Labor Standards, the organization's policies, and all legal issues. When the reassignment stays within a program area of responsibility, the supervisor will notify the Chief Administrative Officer of the reassignment. When the reassignment is outside the former supervisor's program, the Chief Administrative Officer and the Human Resources Department will notify the new supervisor.
- d. The Chief Administrative Officer will determine the date for the staff reassignment to occur and inform the levels of supervision that are affected by the staff reassignment.
- e. The employee's new supervisor and former supervisor will notify the staff affected by the reassignment.
- f. The employee's new supervisor will complete the required orientation and training procedures for the new employee and the former supervisor will complete the required exit procedures.
- g. Both the former and new supervisors will turn in all transfer related paperwork regarding the reassignment to the Chief Administrative Officer and the Human Resources Department.

## 21. Staff Reinstatement

- a. When in process of reinstating an employee, Personnel Policy 2. E., "Employing Former Employees" will be followed.
- b. When a former employee is rehired, the employee's new supervisor will consult with the Chief Administrative Officer of Orion Associates in order to determine whether or not the rehired employee is eligible for a reinstatement of the employee's former wage rate and benefits, establishing which benefits will apply.
- c. When a former employee is rehired, the employee will go through the full Initial Orientation Training again, with the exception of employees that have been rehired with one (1) year of separating.
- d. Human Resources will notify Finance that the reinstated employee's Paid Time Off benefits should be reestablished at the former rate of accrual when an employee as been rehired within one (1) year of separating.
- e. Reinstated employees will earn holiday benefits appropriate to the status of the position they were reinstated to fill.

- f. A reinstated Full-Time employee will be eligible for all insurance benefits on the first of the month following one (1) full calendar month of employment. During initial Orientation, the employee will complete the appropriate insurance enrollment forms and submit them to the Chief Administrative Officer for processing.

22. Use of Temporary Employment Positions

- a. The Chief Operating Officer of Orion Associates will assess and identify the need for creating a temporary employment position based on the following criteria:
  - 1. What type of temporary employee is needed: Temporary Position, Acting Position, or Temporary Funding?
  - 2. Is there enough money in the budget to cover the cost and length of employment for a temporary employee?
  - 3. Is the use of the proposed temporary position in compliance with Zenith Services, Incorporated's Policies and the Department of Labor Standards? Consult with the Chief Administrative Officer.
- b. When funding requirements for the temporary position are greater than their allocated budget, the Chief Operating Officer will submit a proposal to the Chief Executive Officer for the additional funding.
- c. When funding and compliance requirements are met, the Chief Operating Officer will notify the Chief Administrative Officer to start the recruitment process for a temporary employee.
- d. When a temporary employee has been selected from the candidates provided by the Chief Administrative Officer, the direct supervisor will outline the job responsibilities and oversee the temporary employee's work.

### 23. Holiday Benefits Application

- a. Refer to Personnel Policies 7. A. and 7.B., "Earning Benefits and Privileges" and "Holidays," to determine who is eligible for holiday benefits, at what rate they are accrued and to determine what holidays are observed.
- b. The Chief Administrative Officer of Orion Associates will publish a holiday schedule at the beginning the each calendar year. Holidays that fall on a week-end will be observed on a weekday prior to or following the holiday.
- c. Eligible employees who have the holiday off and the holiday is typically a scheduled work day will receive holiday pay.
- d. Eligible employees who are not scheduled to work on the holiday will either take another scheduled day off, or take the holiday pay without taking another day off. Employees who chose to take the holiday pay instead of taking the day off will not earn overtime pay for the holiday benefits.
- e. Eligible employees who are scheduled to work on a holiday will receive the benefit in the form of time and one half of base wage for the holiday worked.
- f. Eligible employees that decide to take another day off as the holiday will negotiate with their immediate supervisor which day it will be.

### 24. Determining Eligibility and Use of Benefit Accrual

- a. When an employee wishes to use an accrued benefit, they will submit the appropriate form within the time frames outlined in Personnel Policies 7. C., 7. D., and 7. E., "Paid Time Off" and "Leaves of Absence," to their direct supervisor.
- b. The direct supervisor will contact the Financial Department to determine what benefits the employee has accrued and will consult the Personnel Policies to determine if the employee is currently eligible to begin using the benefit.
- c. If the employee has accrued benefits and is eligible to use the benefits, the supervisor may approve the request.

## 25. Evaluations and Reviews

- a. Direct supervisors routinely will complete a performance evaluation for all employees that they supervise. They will review the evaluation with their supervisors before conducting the review with their employee.
- b. Direct supervisors will complete written performance evaluations for new employees after the date of hire, at Six (6) Months and One (1) Year and at subsequent Annual dates. In addition, management level staff receive a Three (3) Month performance evaluation.
- c. Employees who have the same position at two different program sites with different start dates, or employees who have left one position at one program site to begin the same position at another program site, will have their initial reviews done by the primary supervisor in conjunction with the secondary supervisor. The employee's evaluation dates are calculated from their initial start date in that position.
- d. Employees with multiple positions will have their direct supervisors collectively develop one evaluation. If conflicts arise in reaching a collective agreement on the employee's performance evaluation, the primary supervisor will consult with their own supervisor and/or the Chief Administrative Officer and reach a solution. The evaluation will be delivered to the employee by the primary or all of the employee's immediate supervisors.
- e. Employees that work as a Temporary Counselor will have their direct supervisor give the reviews. The supervisor will gain input from all the supervisors at the programs where the Temporary Counselor has worked regarding the Temporary Counselor's performance.
- f. When an employee is put on "probationary/disciplinary" status as a result of a performance review, the direct supervisor may follow up on the employee's performance by the targeted end probationary date. Regardless of the "Probationary/Disciplinary" evaluation, the employee's evaluation dates will continue to be calculated from their initial start date in that position.
- g. Employees that disagree with an evaluation may complete a rebuttal as part of this evaluation or may subsequently file a written rebuttal within fifteen (15) days with the Chief Administrative Officer; this is not considered a grievance.
- h. All rebuttals will be filed in the employee's Personnel Record attached to that evaluation.

26. Auditing Personnel Records

- a. The Chief Administrative Officer and the Human Resources Department of Orion Associates will audit Personnel Records and will submit the personnel records update and on-going training update to the employee's supervisor.
- b. The supervisor of the employee being audited will complete and correct their portions of the audit and return the audited materials to the Chief Administrative Officer and the Human Resources Department within a reasonable time frame.
- c. The Chief Administrative Officer will review the returned audit materials:
  1. If the materials are completed correctly, the Human Resources Department will file the returned materials accordingly.
  2. If the materials are not completed correctly, the Chief Administrative Officer will return the materials to the direct supervisor with a request for proper completion.

27. Posting of Job Openings

- a. When a position is vacant, the designated supervisor for that position will notify the Chief Administrative Officer and the Human Resource Department of Orion Associates.
- b. Human Resources will maintain a current listing of the job openings within each program. Human Resources will post this list in the company newsletter and on the bulletin boards at the appropriate site through the direct supervisors at each program.
- c. The Chief Administrative Office of Orion Associates will consult with the Chief Executive Officer of Orion Associates overseeing a management position opening in order to determine whether or not a management level position will be posted internally.
- d. The Chief Administrative Officer will determine the best method of recruiting for externally posted jobs.

## 28. Reference Checks

- a. Before making an offer of employment, Human Resources will attempt to conduct reference checks on the potential new hire.
- b. The reference checks will consist of one to two reference checks of employment, or professional references using the "Employee Reference" forms.
- c. When an applicant has limited employment, or professional references, personal references will be contacted.
- d. If Human Resources is unable to obtain references before making an offer of employment, the applicant will be informed that the offer of employment is contingent upon references checking out favorably.
- e. If a reference requires the applicant's authorization to release information, an offer of employment will be made, conditionally, and the new employee will complete the "Authorization for Release of Information" form at the time of initial orientation which Human Resources will then mail to the reference.
- f. Subsequent to the return of the references to Human Resources, Human Resources will decide whether or not to withdraw the conditional offer of employment based on the responses to the references.
- e. Completed "Employee Reference" and "Authorization for the Release of Information" forms will be filed in the employee's Personnel Record.

## 29. Employee Reference Releases

- a. All reference disclosures or requests are referred to the Chief Administrative Officer and the Human Resources Department of Orion Associates for handling. The Chief Administrative Officer coordinates all activities needed to handle these requests.
- b. The Chief Administrative Officer releases only that information authorized by the organization regarding a current employee or former employee to any agency or person making a telephone or written request. The information authorized includes position title(s) and dates of employment.
- c. For other than employment references, such as school admission references and loan and mortgage reference, the Chief Administrative Officer will respond to these requests in writing, preferably on the form supplied by the person/agency requesting that information.

30. Equal Employment Opportunity / Affirmative Action and Sexual Harassment Complaints Mechanism

- a. Any current employee or applicant for employment who believes discrimination or harassment has taken place or feels he or she is being subjected to offensive behavior of any kind shall feel free to object to the offensive behavior and shall also report the behavior to their immediate supervisor or follow the chain of command.
  1. If an employee feels harassed or offended by another employee, by a management person, or any other person whom he or she encounters in the course of employment, whether the other person is of the same sex or opposite sex, the employee should go directly to their immediate supervisor.
  2. Employees may choose go over their supervisor, for any reason, to report the incident to their supervisor's Program Director, Program Administrator, or an organizational Officer, including the Chief Executive Officer
  3. Furthermore, it is the responsibility of an employee who has knowledge or suspicion of such conduct / harassment on the part of or directed towards a fellow employee to report such knowledge or suspicion to their immediate supervisor. In these circumstances, employees again may choose go over their supervisor, for any reason, to report the incident to their supervisor's Program Administrator, Human Resources, or the Chief Executive Officer. Failure to do so may result in disciplinary action.
- b. Upon receiving a written report from the complainant, an investigation will be carried out within ten days. To the extent possible, the complaint will be kept confidential, however, the investigator will need to confront the alleged perpetrator as well as important corroborating witnesses. The investigator will consult with any, all, or none of the following:
  1. State Human Rights Department
  2. Equal Employment Opportunity Commission
  3. City Department of Civil Rights
  4. Legal Counsel
  5. Chief Executive Officer
  6. Human Resources
- c. The investigator may inform all concerned parties of the result of the investigation, file a written report to be kept for record, and if required, ensure that remedial actions are implemented.

- d. If the results of the investigation do not satisfy the person submitting the initial report, a written appeal may be filed with the Chief Executive Officer within ten days.
  - e. The Chief Executive Officer will review the report, investigation findings, will uphold or reverse the decision, and notify the person submitting the appeal of their final decision within ten days of receiving the appeal.
31. Implementation of Equal Employment Opportunity / Affirmative Action Requirements
- a. Zenith Services, Incorporated will appoint an Equal Opportunity Coordinator (EEO Coordinator). The EEO Coordinator is the Chief Administrative Officer of Orion Associates.
  - b. The EEO Coordinator will carry out the responsibilities defined in the Job Description for the EEO Coordinator in accordance with the "EEO/AA Policy Statement Summary."
  - c. The EEO Coordinator will disseminate the Affirmative Action Plan as outlined below:
    - 1. Internal Dissemination:
      - a. The "EEO/AA Policy Statement Summary" will be permanently and conspicuously displayed in areas such as employee bulletin boards, and periodically disseminated to staff.
      - b. All employees will be furnished a copy of the "EEO/AA Policy Statement Summary" and informed of the location and availability or procedures to be followed in carrying out the EEO/AA Plan.
      - c. The EEO/AA Plan will be included in the initial Orientation training of all employees.
    - 2. External Dissemination:
      - a. Zenith Services, Incorporated will notify employee recruitment services, minority, and female media used of our EEO/AA Policy and encourage them to refer women and minorities to assist us in achieving our affirmative action objectives.
      - b. Zenith Services, Incorporated will include the statement "Equal Opportunity Employer" or "Affirmative Action

Employer" on its application forms.

3. Recruitment of Employees:
  - a. Zenith Services, Incorporated will use agencies and organizations that refer women, minority, and disabled applicants.
  - b. Zenith Services, Incorporated will use "Protective Class" media to advertise position openings.

32. Scheduling of Management Staff

- a. Management Staff will schedule themselves for the hours associated with the program they are involved with. They will retain the authority temporarily to change their schedules to meet the demands of their duties. Their supervisors will approve permanent or major deviations from this schedule.
- b. Additional management staff will be scheduled to meet the requirements of service delivery. The Chief Executive Officer of Orion Associates will approve any permanent or major deviations from this schedule.
- c. Part-time management staff will establish their own schedules with the consent of the Chief Executive Officer.
- d. The Chief Executive Officer and the Chief Administrative Officer of Orion Associates will approve any change in job classification for employees.

33. Scheduling of Residential Zenith Services, Incorporated Direct Care Staff
- a. All direct care staff will refer to the current "Program Shift Schedule", on site for their work schedule. All direct care staff must have the permission of their direct supervisor before changing their schedule.
  - b. Those direct care staff whose replacements fail to arrive will call for help according to the following sequence:
    1. Call their direct supervisor; if unavailable,
    2. Call their supervisor's supervisor; if unavailable,
    3. Call the Emergency Pager according to the directions below:
      - a. Use a touch-tone phone to dial the number of the Emergency Pager: **1-612-648-2514**
      - b. Listen for a ring, followed by a beep.
      - c. Type in the phone number where you are at, so the On-Call Emergency Supervisor can call you back .
      - d. Hang up and wait for the return call. Keep the line free.
      - e. If there is no return call within ten (10) minutes, dial the Emergency Pager again.
      - f. Re-read these instructions and ensure that tone dialing is available.
      - g. Redial the direct supervisor and the direct supervisor's supervisor.
      - h. Dial the numbers of the off-duty On-Call Emergency Supervisors until one is reached, describe the emergency, and the Emergency Pager problem.
      - i. After hours and on week-end shifts, the supervisor on duty may authorize overtime for staffing purposes; notification to the direct supervisor must be made the following work day.

34. Development and Change for Staffing Patterns and Positions

- a. When the creation of a new position, new staffing pattern, changes in existing staffing pattern or change in existing position is required, the Chief Operating Officer of Orion Associates meets with the relevant Program Administrator, Program Director, and/or Program Manager to set out the needs and requirements.
- b. The Chief Operating Officer submits the proposed plan to the Chief Executive Officer, Chief Financial Officer and the Chief Administrative Officer of Orion Associates for approval. The Chief Administrative Officer insures compliance with existing policies and Department of Labor requirements.
- c. The Chief Executive Officer reserve the final authority to approve or disapprove any developments or changes in staffing patterns or positions.
- d. Once approved, the Chief Operating Officer and the Program Administrator, Program Director, and/or Program Manager begin required implementation. The staff assigned as the direct supervisor of the new position(s) will begin the hiring process by submitting the position announcement to the Chief Administrative Officer. The Chief Administrative Officer will develop the new position's job description with the assistance of the Program Administrator and/or Program Manager and the Chief Operating Officer and revise the wage and salary compensation administration plan, as needed.
- e. Plan will consider the following:
  1. Appealing position
  2. Critical hiring problems
  3. Classification and status (temp, acting, etc....)
  4. Wage and salary
  5. Duties and responsibility

35. Coverage of Open Shifts Utilizing Program Specialist Staff

- a. Program Administrators, Program Directors, and Program Managers will follow the scheduling procedures for their program before referring to this procedure.
- b. The Program Administrator, Program Director, or Program Manager identifies an open shift they are unable to fill following the scheduling procedures.
- c. The Program Administrator, Program Director, or Program Manager report the open shift to the Program Director, who supervises and coordinates the use of Program Specialist staff, of the open shift.
- d. The Program Director, who supervises the Program Specialist staff, determines if Program Specialist staff are available to fill the open shift.
- e. The Program Director assigns Program Specialist staff to fill the open shift and notifies the Program Administrator, Program Director, or Program Manager, or notifies the Program Administrator, Program Director, or Program Manager that Program Specialist staff are unavailable.

36. Employee Satisfaction

- a. The Chief Administrative Officer and the Human Resources Department of Orion Associates will coordinate various efforts to assess and increase employee satisfaction which may include:
  1. Employee of the Month
  2. Finder's Fee Rewards
  3. Employee Bonus Rewards
  4. Exit Interview Employee Response Form
  5. Private meetings with the Chief Administrative Officer
  6. Rebuttals to Employee Evaluations
- b. The Chief Administrative Officer will periodically review any of the above methods that are being implemented and will assess and determine if any new procedures or ideas should be implemented to increase employee satisfaction within Zenith Services, Incorporated.
- c. The Chief Administrative Officer will submit any new suggestions to the Chief Executive Officer of Orion Associates for approval. If approved, the Chief Executive Officer will assign the appropriate person/position the

responsibility to implement the change.

37. Clean Air Act Procedure

- a. Zenith Services, Incorporated complies with the "Clean Air Act" passed by the Minnesota legislature.
- b. An area outside Zenith Services, Incorporated offices and sites will be designated for those who smoke. All smokers must dispose of any remains of cigarettes properly. Program Administrators, Program Directors, or Program Managers will insure that staff follow proper procedures and that the areas outside Zenith Services, Incorporated offices and sites remain clean.
- c. There will be absolutely no smoking permitted in any Zenith Services, Incorporated office, site or vehicle, or at any time while working with a consumer. Non-compliance with this policy may result in disciplinary action and/or termination.

# 10.

## Training Policies

### A. Training for Licensing Requirements

1. Rationale: A routine program of initial Orientation, On Site Orientation, Mentoring, and on-going training is provided to enable the employees of Orion Associates, Meridian Services, Incorporated, and Zenith Services, Incorporated to gain the information, attitudes, skills and competencies needed to succeed as members of the organization. This program is designed to meet the training requirements as set forth by Orion Associates, Meridian Services, Incorporated, and Zenith Services, Incorporated and the various rules which govern its operations.
2. Purpose: The purpose of this policy is to promulgate standards and procedures to be followed in the design, implementation, and review of the training programs as set forth by Orion Associates, Meridian Services, Incorporated, and Zenith Services, Incorporated to ensure that licensing rules are met and continually met.
3. Responsibility:
  - a. The Chief Executive Officer of Orion Associates is responsible for creating, changing, or authorizing exceptions to this policy.
  - b. The Administrators of Zenith Services, Incorporated are responsible for administrating this policy and may consult with the Chief Executive Officer of Orion Associates as needed.
  - c. The Administrators may delegate the implementation of this policy to others as needed.
4. Application: This policy applies to the delivery of all training services for Zenith Services, Incorporated employees, volunteers, sub-contractors, and consultants.

5. Standards Governing Training Licensing Requirements: Employees receive initial Orientation, On Site Orientation, Mentoring, and on-going training that meet Orion Associates, Meridian Services, Incorporated, and Zenith Services, Incorporated's requirements for training and maintaining compliance with the rules which govern the operations of Orion Associates, Meridian Services, Incorporated, and Zenith Services, Incorporated.

# 10.

## Training Policies

### B. Orientation, Mentoring, and Continual Training

1. **Rational:** Meridian Services, Incorporated provides initial Orientation, On Site Orientation, Mentoring, and on-going training for its employees. The planning, coordination, and implementation of these training programs are designed to meet or exceed the standards outlined by the needs and rules under which the organization operates.
2. **Purpose:** The purpose of this policy is to promulgate standards and procedures to be followed in the design, implementation and review of the administration of Orion Associates, Meridian Services, Incorporated, and Zenith Services, Incorporated's initial Orientation, On Site Orientation, Mentoring, and on-going training.
3. **Responsibility:**
  - a. The Chief Executive Officer of Orion Associates is responsible for creating, changing or authorizing exceptions to this policy.
  - b. The Program Directors of Zenith Services, Incorporated are responsible for administrating this policy and may consult with the Chief Executive Officer of Orion Associates as needed.
  - c. The Chief Executive Officer of Orion Associates may delegate the implementation of this policy to others as needed.
4. **Application:** This policy applies to the delivery of all initial Orientation, On Site Orientation, Mentoring, and on-going training for Orion Associates, Meridian Services, Incorporated, and Zenith Service, Incorporated employees, volunteers, sub-contractors and consultants.

5. Standards Governing the Administration of Initial Orientation, On Site Orientation, and On-Going Training.
  - a. The administration of these programs are designed and implemented in accordance with the standards set forth in the rules which govern the operations of Zenith Services, Incorporated.
  - b. The management and operation of all these training programs will be conducted in a manner consistent with the organization's philosophy, principles and mission.
  - c. Any additions, deletions or changes in the organization's training policy must be approved by the Chief Executive Officer of Orion Associates.
6. Standards Governing Employee Initial Orientation Requirements: During orientation, the organization and its supervisors make each employee's adjustment to the job and the work place as appropriate as is possible.
  - a. Supervisors are responsible to insure that all employees complete their initial orientation within their first two (2) months of employment. Any exceptions to this requirement are made individually between the supervisor and Human Resources, to include a suspension of direct care contact in accordance with Rule requirements.
  - b. The employee's supervisor is responsible for ensuring that each employee meets the initial orientation training requirements including Site Orientation, Mentoring, and classroom trainings as specified in the Initial Orientation Form, to succeed in their individual positions.
  - c. Human Resources will monitor and notify the employee's supervisor of progress toward meeting these individual requirements.
  - d. Orientation and Mentoring applies to new employees, and may apply to reinstated employees, and to current employees who have been transferred or promoted into another position.
7. Standards Governing On-Going Training: Employees will complete on-going training within the required time lines. No exceptions to this are made due to licensing requirements. A failure to meet and complete these minimum requirements will result in a suspension from direct contact with consumers and may be considered unsatisfactory job performance, and may result in disciplinary action up to and including immediate dismissal.
  - a. All employees will complete annual training in the Vulnerable Adult / Maltreatment of Minors Act, Universal Precautions, Data Privacy Acts, and Sexual Harassment.

- b. To assure compliance, every quarter, each employee must attend at least the training hours required to maintain this licensing standard. These required hours are designated in writing in the employee's On-Going Training Record. An employee is required to meet these minimum hours, but less than those required in a quarter may be considered unsatisfactory performance.
  
- c. Each supervisor is responsible for ensuring that their employees meet these continual training requirements. The Chief Administrative Officer and the Human Resources Department will monitor and notify the employee's supervisor of progress toward meeting these individual requirements.

# 11.

## Training Procedures

### A. List of Procedures

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# 11.

## Training Procedures

### B. Procedures

#### 1. Licensing Training Requirements

- a. The Chief Administrative Officer, in consultation with the Chief Executive Officer of Orion Associates will identify and keep abreast of all the training mandated by licensing rules which govern the operation of Zenith Services, Incorporated.
- b. Employees will receive training designed to meet their individual needs in the specific position they hold within the organization. Training to meet licensing requirements may include, but are not limited to:
  1. Management staff will participate in on-going training in both formal and informal settings. On-Going training opportunities for management staff would include supervisory training, staff meetings, First Monday, in-service training days, and seminars and conferences.
  2. Employees will receive training, individually designed for their position, that will prepare them to demonstrate the skills and techniques needed to implement consumer individual program plans (IPP). This training may include the areas of:
    - a. Overview of development disabilities
    - b. Community Integration/Normalization
    - c. Behavior Management
    - d. Boundaries
    - e. Consumer rights
    - f. Data Practices Act
    - g. Consumer Specific Training, Individual Program Plans (IPP),
    - h. Documentation
    - i. Communication Skills
    - j. Consumer progress reporting and reviews.
    - k. Assessment of Skills, Behavior

- l. Consumer privacy.
  - m. Consumer safety.
  - n. Active Treatment and Programming
3. Employees may receive training appropriate to health and hygiene methods and practices, including:
- a. Universal Precautions
  - b. Medication Administration,
  - c. Signs and symptoms of illness.
  - d. CPR.
  - e. First aid.
  - f. Lifting, transferring and positioning.
  - g. Oral hygiene and dental health.
  - h. Nutrition/Meal Planning
  - i. Seizure Protocol
  - j. Diabetic Training
4. Employees receive training needed to implement emergency plans and procedures, including:
- a. Fire Drills: A Fire Drill will be completed every three months, or 4 time per year, which includes: an actual evacuation and testing of fire protection equipment.
  - b. Tornado Drills: A Tornado Drill and testing will be completed two to three times per year during the March to September tornado season.
  - c. Review of Emergency Procedure Plans and Emergency Call Lists
5. Employee training will be provided that is appropriate to the size and nature of the program, including:
- a. Orientation for all new employees acquainting them with the philosophy, mission, values, organization, program, practices and goals of Zenith Services, Incorporated.
  - b. Induction training for all new employees in order that their skills in working with the consumers are increased.
  - c. Continual in-service training to up-date and improve skills and competencies

6. Employee training may be provided that is appropriate to the size and nature of the program, including:
  - a. Regular staff meetings on emergency plans and procedures, including: staff assigned tasks; use of alarms and signals; notification of emergency assistance (911); location of emergency equipment; specification of evacuation routes and procedures.
  - b. Dietary, nutritional, health requirements, menus planning and modified diets.
  - c. Food handling, sanitation and hygiene.
  - d. Building housekeeping, maintenance and laundry.
  
7. Staff training will include reviews of Rule 10: Reporting Vulnerable Adult / Maltreatment of Minors in Licensed Facilities
  - a. Mandated reporting/legal requirements.
  - b. Internal reporting and investigation.
  - c. Procedures and records; external reporting procedures.
  - d. Program abuse prevention plans.
  - e. Individual abuse prevention plans.
  - f. Definitions and scope of law.
  - g. Abuse/neglect detection.
  - h. Current list of mandated reporters, annual Vulnerable Adult / Maltreatment of Minors training for all mandated reporters and internal Vulnerable Adult / Maltreatment of Minors policies and procedures.
  
8. Staff training will include reviews of Rule 40: Standards Governing the Use of Aversive and Deprivation Procedures for Persons with Mental Retardation or Related Conditions.
  - a. Rule 40 programming methods and philosophy.
  - b. Use of exempt and controlled procedures.
  - c. Development of program plans using controlled procedures, including consents and reviews.
  - d. Emergency controlled procedures.
  
9. Staff training may include reviews of Rule 185 - Case Management for Persons with Mental Retardation.
  - a. Case management overview.
  - b. Individual Service Plan (ISP).

- c. Program Implementation Plan (PIP).
  - d. Reporting requirements.
  - e. Integration of service components.
- 
- c. The Chief Administrative Officer and the Human Resources Department of Orion Associates will oversee regularly scheduled selections of initial orientation, On Site orientation and on-going training to ensure that each employee as needed can meet these licensing requirements.
  - d. Each direct supervisor will follow the procedures outlined in the procedures: "Initial and On Site Orientation" and "Continual Training Requirements" (Training Procedures 11. B. 3. and 11. B. 4.), to register and monitor new staff attendance at required training sessions.
  - e. Each direct supervisor will conduct staff training for program operations and consumer program plans.
  - f. Attendance at all training will be documented and made available for review by any licensing agency.
  - g. As changes are made in the rules governing operations, the Chief Executive Officer of Orion Associates will notify the Chief Administrative Officer of Orion Associates so that training can be implemented to meet these new licensing requirements.
  - h. Bi-monthly updates of each employee's on-going training record will be made by the Chief Administrative Officer and the Human Resources Department of Orion Associates to verify compliance with training requirements. The Chief Administrative Officer and the Human Resources Department will submit a summary of individual employee on-going training needs to the Program Director on a bi-monthly basis at the management meetings. In the event of a training deficit related suspension, the Program Director will submit a plan of action to remedy training deficits to the Chief Administrative Officer. The Chief Administrative Officer will see that this plan is implemented.

## 2. Training Exemptions or Variances

- a. An employee of Zenith Services, Incorporated who wishes to be exempt from any training requirement will submit a copy of the documentation of training (i.e. a certificate or record of previous training) to the Chief Administrative Officer and the Human Resources Department of Orion Associates.
- b. The Chief Administrative Officer and the Human Resources Department will review the training documentation and follow-up to verify its authenticity, and notify the Program Director of the decision. The Chief Administrative Officer and the Human Resources Department will file the documentation of training in the employee's Personnel Record.
- c. The Program Director will inform the employee submitting the training of the decision made by the Chief Administrative Officer.
- d. The Chief Administrative Officer and the Human Resources Department will record and enter the approved training documentation on the staff's On-Going Training Record.

## 3. Initial and On Site Orientation

- a. At the Initial Orientation the new employee will receive a schedule of Initial and On Site Orientation.
  1. The Chief Administrative Officer and the Human Resources Department will distribute the Initial Orientation and Supervised on the Job Training Forms, and explain the orientation process to the new staff.
  2. The Chief Administrative Officer and the Human Resources Department will see that the new employee is scheduled to receive the required training.
- b. The direct supervisor will use their copy of the Supervised on the Job Training Form to record the new employee's On Site orientation dates and times.
- c. The new employee will record all training on the "Time Sheet." The first twelve (12) hours of initial "office" orientation will be paid at minimum wage and will be recorded in the Orientation column of the "Time Sheet."

- d. The new employee will attend all scheduled initial and On Site orientation. The direct supervisor will return the Initial Orientation and Supervised on the Job Training Forms to the Chief Administrative Officer and the Human Resources Department after the completion of the employee's orientation.
- e. If the new employee cannot attend the scheduled initial and On Site orientation, prior to the orientation session the employee will notify their direct supervisor and work a out a rescheduling of the orientation.
- f. The direct supervisor will monitor and track the employee's On Site orientation to ensure that the new employee has completed all the required training within the required time lines.
- g. The Chief Administrative Officer and the Human Resources Department of Orion Associates will coordinate all orientation training sessions, and maintain employee training records up to licensing standards.
  - 1. Send the Chief Administrative Officer and the Human Resources Department the originals of the Initial Orientation and Supervised on the Job Training Forms for filing in the employee's Personnel File.
  - 2. The Chief Administrative Officer and the Human Resources Department will file the original copy of the employee's Initial Orientation and Supervised on the Job Training Forms in the Employee's Personnel File
  - 3. If the Initial and On Site orientation has not been completed within the the employee's first two (2) months of employment, the Chief Administrative Officer and the Human Resources Department will alert the direct supervisor. The failure to meet these orientation training requirements will result in suspension of direct contact with consumers until the training requirements have been met.

#### 4. Continual Training Requirements

- a. The Chief Administrative Officer and the Human Resources Department of Orion Associates will oversee all on-going training and will maintain training records:
  - 1. Routinely monitor training requirements as outlined in the rules that govern the operation of programs and coordinate appropriate training as needed.
  - 2. Monitors employee's On-Going Training Records to verify that licensing and Zenith Services, Incorporated's training requirements are being met and will notify the Program Director when the training requirements have not been met.
  - 3. Reviews all alternative training request reports to verify that licensing and Zenith Services, Incorporated's training requirements are being met.
- b. The direct supervisor will review the employee's On-Going Training Record to ensure that employee has completed the required number of on-going training hours.
  - 1. Work in cooperation with the Chief Administrative Officer and the Human Resources Department to plan for, and follow through on plans for employees who are not in compliance with their training requirements.
  - 2. The direct supervisor will conduct regular staff meetings, document all areas of training completed on the Group Training Record, and obtain signatures of all staff present.

#### 5. Auditing Training Records and Requirements

- a. The Chief Administrative Officer and the Human Resources Department of Orion Associates routinely will coordinate the auditing of all training records to ensure that employees are meeting Zenith Services, Incorporated and licensing requirements.
- b. The Chief Administrative Officer and the Human Resources Department will send the Program Director notification of the content and number of hours of on-going training needed by employees to meet

Zenith Services, Incorporated and licensing requirements on a bi-monthly basis.

- c. The Chief Administrative Officer and the Human Resources Department will notify the direct supervisor and the Chief Operating Officer of new and/or current employees who are not in compliance with Zenith Services, Incorporated or licensing requirements. This means that an employee cannot be scheduled for direct service of any kind until licensing or Zenith Services, Incorporated requirements are met. Documentation of training must be submitted to and verified by the Chief Administrative Officer.

## 6. Curricula Development

- a. Zenith Services, Incorporated will develop curricula to provide the employee training and development necessary to deliver quality services to consumers, meet licensing requirements, and meet the goals, philosophy, and mission of the organization.
- b. The Chief Administrative Officer, in consultation with the Chief Executive Officer, Chief Operating Officer, and other management staff, will conduct a survey of needs and identify the topic and broad content areas where curricula needs to be developed.
- c. The Chief Administrative Officer will begin a search for experts in the identified curricula areas using the "Use of Training Consultants" procedure (Training Procedure 11. B. 8.).
- d. The Chief Executive Officer of Orion Associates will review the data and make the final approval of the curricula
- e. The Chief Administrative Officer of Orion Associates will coordinate the implementation of the approved curricula.

## 7. Use of Training Consultants

- a. When training needs cannot be met by Zenith Services, Incorporated staff and there are available funds in the training budget, the Chief Administrative Officer of Orion Associates will initiate a search for a consultant or trainer to meet the need.
- b. The search will include reviewing internal files and/or resource listings of consultants utilized in the past, listings of potential speakers from workshop mailings, and networking with other agencies.

- c. When several potential consultants have been identified, the Chief Administrative Officer will conduct a phone interview/screening including:
  - 1. Qualifications
  - 2. Style of presentation
  - 3. Request for resume
  - 4. Financial/Contractual expectations
  - 5. History of training
  - 6. Availability
  - 7. References
  
- d. The Chief Administrative Officer will negotiate the terms of the consultant contract in consultation with the Chief Executive Officer of Orion Associates. The contract will be typed, copies sent to the consultant for signature and return, and the original and signed copy filed with the Chief Administrative Officer.
  
- e. The Chief Administrative Officer will review the evaluations of the training provided by the consultant and when requested, send copies of the evaluations to the consultant.
  
- f. The Chief Administrative Officer will authorize payment in full to the consultant per the terms of the contract.

## 8. Continuing Alternative Training

- a. All staff may be offered the opportunity to develop and improve skills by participating in non-agency conferences, conventions, workshops and other training sessions directly related to the jobs they perform.
  
- b. Staff wishing to attend any alternative training will submit a written request to their direct supervisor. The written request will contain:
  - 1. Topic of training
  - 2. Location and dates
  - 3. Proposal for coverage of work shifts to be missed
  - 4. Travel and miscellaneous fees
  - 5. Training fees

c. The direct supervisor will review the request, assess the budget for available funds with the Chief Operating Officer and the Chief Administrative Officer of Orion Associates , and respond to the applicant in a timely manner:

1. The direct supervisor will request advanced registration payment for approved requests from the Financial Department of Orion Associates.
2. If the training is of a nature that would benefit staff in the entire program or other programs, the direct supervisor may request that the employee attending the training prepare a presentation of the information.

9. On Site Orientation and Training

- a. The employee will meet with their direct supervisor to begin the On Site orientation. The training will be completed within the employee's first two (2) months of employment.
- b. The direct supervisor will be the primary On Site trainer. Additional training may be provided by the Nurse Consultant and/or other staff who are familiar with the consumer and the consumer's program plans.
- c. The Supervised on the Job Training Form will be signed by the new employee and by all persons who have trained the new employee.
- f. The total number of training hours will be documented on the Supervised on the Job Training Form.
- g. The direct supervisor will turn in the completed and signed Supervised on the Job Training Form to the Chief Administrative Officer.
- h. The Chief Administrative Officer and the Human Resources Department will record the training in the Initial Orientation Training Record and file the Supervised on the Job Training Form in the employee's Personnel File.

# 12.

## Manual Revisions Record

1. Original Manual Approval: May 1, 1999
  
2. Revisions: August 26, 1999  
Section: 2. G. 7. C. 3. e. 1.  
4. A. 2. j.
  
3. Revisions: October 15, 1999  
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2. I. 6.
  
4. Revisions: December 10, 1999  
Section: 5. D. 8.
  
5. Revisions: February 18, 2000  
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4. A. 4.  
4. A. 5. 7. F. 1.  
4. B. 1. a. 2.  
4. B. 7.
  
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		6. C. 5. ee.	

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Section:	2. B. 5.
	2. D. 9.
	2. H.

12. Revisions: June 12, 2001

Section:	2. G. 1. d.
	4. A. 2. d.

13. Revisions: September 11, 2001

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4. A. 2. j.

Section: 7. B. 1. b.

14. Revisions: November 6, 2001

Zenith Services' Vision (PENDING), Mission (PENDING), Ethical Guidelines and Standards added to Title Page / Table of Contents Section

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5. F. 1.

6. B. 1. b.

9. B. 25. b.

16. Revisions: June 4, 2002

Section: 2. H. 12.

5. D. 9. h.

6. C. 5. gg.

6. C. 5. hh.

7. A. 1.

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4. A. 2. g.  
4. B. 1. b. 1.

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7. A. 1. d.  
7. B. 5.  
7. C. 1.  
7. D. 1.

19. Revisions: September 9, 2003

Section: 2. F. 9. c.  
6. C. 5. ii.  
6. C. 5. jj.

20. Revisions: November 18, 2003

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6. C. 5. ii.  
6. C. 5. jj.  
6. C. 5. kk.

21. Revisions: January 13, 2004

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6. C. 5. kk.  
5. D. 10. 6. C. 5. ll.  
5. D. 12. 7.

22. Revisions: March 2, 2004

Section:	5. D. 10.	6. C. 5. n.
	5. I. 1.	
	5. I. 3. b.	
	5. I. 3. d.	

23. Revisions: May 4, 2004

Section:	4. A. 2. j. 1.	6. C. 5. n.
		6. C. 5. kk.
	5. D. 6.	
	5. I. 4.	7. C. 3. f.
	5. I. 5.	

24. Revisions: June 1, 2004

Section:	5. I. 3.	6. C. 5. ll.
	5. I. 6.	

25. Revisions: September 14, 2004

Section:	2. D. 9.	8. A. 1. h.
	4. A. 2. d.	9. A.
		9. B.
	5. D. 10.	
	7. C. 3. g.	10. B. 6.
	7. C. 7. b.	10. B. 7.

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          2. K. 2. c. 2.                    7. B. 6.  
  7. C. 3. d.  
          3. B. 3.

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          5. D. 15.  
  
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          7. E. 10.

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          6. C. 5. nn.  
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          6. C. 5. pp.

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          5. B. 6.                            7. C. 8.  
          5. D. 7. c.  
          5. D. 7. c. 2.                    8. A. 1. g.  
  8. A. 2. a. 3.  
  8. A. 2. g.

32. Revisions: February 6, 2007

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          4. A. 2. b.  
          4. B. 1. d. 2.  
  
          7. B. 1. b.

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	5. D. 16.	7. D. 10.
		7. D. 11.
	6. C. 5. k.	7. F. 9.

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	5. L.	7. C. 8.
		7. D. 3.

35. Revisions: March 4, 2008

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	4. B. 1. c. 2.	7. C. 8.
		7. D. 6.

36. Revisions: June 10, 2008

Section: 4. A. 9.

37. Revisions: September 16, 2008

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7. E. 12.

38. Revisions: November 11, 2008

Section: 7. D. 3. b.  
7. E. 12.

39. Revisions: April 14, 2009

Section: 5. M.

40. Revisions: September 15, 2009

Section:	2. B. 6.	5. D. 10.
	2. F. 9. g.	5. D. 17.
	4. B. 4.	7. B. 1. c.

41. Revisions: November 10, 2009

Section:	5. D. 5.
	7. E. 1.

42. Revisions: April 16, 2010

Section:	5. C. 1. f.
	6. C. 5. pp.

43. Revisions: June 8, 2010

Section:	5. C. 4. c.
	5. D. 12.
	5. D. 13.
	5. N.
	7. C. 3.
	7. D. 3. b.
	7. E. 12. b. 4.

44. Revisions: September 14, 2010

Section:	3. A. 1. b. 2.	7. C. 1.
		7. C. 3. e.
	5. C. 1. d.	7. C. 3. h.
	5. C. 2.	

45. Revisions: February 22, 2011

Section: 2. B. 6. a.

Consumer Family Members: The organization will not employ a consumers' family member to work with that consumer in a residential program setting. The organization will not employ the parent or guardian of a consumer served by our organization.

Section: 6. C. 5. qq.

Using a cell phone or texting with a consumer in a vehicle, while driving a company vehicle or any time driving while on duty.

Section: 7. C. 3. f. 2. a.

"Cash outs" or paying employees up to 50% of their Paid Time Off balance may be considered in an extreme emergency. An extreme emergency will be considered a medical or other emergency, not to include the payment of bills, the purchase or repair of a car, or similar unplanned expenses. Such action must be approved by the supervisory personnel in ones Chain of Command and by the organization's Officers.

46. Revisions: September 13, 2011

Section: 7. B. 1. b. 2.

Non-Direct Care Full Time Staff: A Floating Holiday, in lieu of Easter, will be the designated holiday for all non-direct care Full-Time staff. The Finance Department will maintain an annual record as to when non-direct care Full-Time staff take their Floating Holiday. This holiday may be taken during the pay period before or in which the Easter holiday takes place, or anytime during the calendar year, subsequent to the holiday, subject to supervisory approval.

Section: 7. D. 3. b.

In the event that the funeral is for an employee's spouse, domestic partner, child, parent, parent-in-law, sibling, grandparent or grandchild, the company will pay up to two (2) days Funeral Leave. Any such payment will only be made with supervisory approval and demonstration to the supervisor's satisfaction that the funeral is for a qualifying person and the event is for at least two days duration.

47. Revisions: February 7, 2012

Section: 6. C. 3.

Responsibility: It is the responsibility of each supervisor to provide to the Chief Administrative Officer of Orion Associates written documentation substantiating any need to take a course of disciplinary action.

- a. Personnel Notes and Retraining Memos: Supervisors must submit for review, to the Chief Administrative Officer, all written Personnel Notes and Retraining Memos for any and all disciplinary actions taken, up to an including dismissal. Personnel Notes must contain a warning to the employee being disciplined that, if the expected improvement does not occur, the employee's position and income will be in jeopardy of loss.
  1. Personnel Notes and Retraining Memos must be prepared and issued by supervisors in a timely manner, within one (1) work week of the incident resulting in disciplinary action.
  2. Disciplinary action will not be taken if the event occurred one (1) work week or more in the past. Exceptions include those disciplinary actions in which an investigation, internal or external, delays the possibility of disciplinary action, due to the need to gather information, disciplinary actions in which the nature of the misconduct is cumulative, including, but not limited to, tardiness and absenteeism, and disciplinary actions otherwise approved by the Chief Administrative Officer.
- b. Review and Filing: All Personnel Notes and Retraining Memos will be reviewed by the Chief Administrative Officer before issuance and filed in the employee's Personnel Record.

Section: 7. B. 3.

In the event that the employee is scheduled for less than eight (8) hours on a holiday, they receive time and one-half (1-1/2) for every hour worked, plus the remaining hours at their regular rate of pay, for a total of eight (8) hours of holiday pay.

Section: 7. C. 8. b.

Donor Maximum: An employee may voluntarily give a maximum of twenty (20) hours of Paid Time Off to another individual employee for a particular event or circumstance. The employee donating Paid Time Office may donate no more than 50% and must retain 50% of their total accumulated Paid Time Off.

48. Revisions: April 10, 2012

#### Ethical Guidelines and Standards revised

If our staff engage in supervisory approved personal fundraising, which supports their own or other's volunteer activities, they will do so without pressuring or unduly influencing their coworkers.

Section: 4. A. 2. b.

#### Changes in Wage Due to Transfers, Work Assignments, and Volunteered Shifts:

1. **Permanent Transfer or Mandated Temporary Reassignment:** An employee who permanently transfers or who is subject to a mandated temporary reassignment, due to a physician's ordered temporary medical restriction, or similar reason, will receive the standard wage for the position to which they have transferred or have been temporarily reassigned to work, according to the appropriate wage scale.
2. **Organizationally Mandated Reassignment:** An employee for whom the organization mandates a temporary reassignment, due to a medical restriction or similar reason, but without a physician's or other professional's order, will receive the standard wage for the position from which they have been temporarily reassigned to work, according to the appropriate wage scale.
3. **Volunteered Shifts:** Direct service employees receive the standard wage for the program for which they have volunteered to work, according to the appropriate wage scale. Program Specialists and Program Assistants receive their regular wage, regardless of where they work, when assigned to work by their supervisor. Like other direct service employees, however, Program Specialists or Program Assistants also receive the standard wage for the program when they volunteer to work, according to the appropriate wage scale.
4. **Notification:** In any of the cases noted above, management may communicate this change in wage to the employee, but is not obligated to do so. Employees are encouraged to inquire about potential wage changes when they transfer or reassigned to work in another program, on a permanent basis.

49. Revisions: September 18, 2012

Section: 3. B.

Occurrence or Unauthorized Absence for Non-Exempt Employees: **If an employee is unable to attend a scheduled shift, for any reason, and it is not a supervised authorized absence, this will be considered an Occurrence.**

When an employee calls in due to illness or other unforeseen circumstances, the employee's supervisor will inform the employee that the absence will be counted as an Occurrence. All absences require notification of at least four (4) hours or more, prior to the start of the shift. Failure to fulfill this requirement will result in immediate disciplinary action, up to and including termination.

**An employee can receive a maximum of four (4) Occurrences in a six (6) month period of time.** Upon receiving a first Occurrence, an employee's supervisors will review the policy with the employee. **If an employee receives five (5) Occurrences within a six (6) month period, this will result in the employee's termination.**

Employee's supervisors will issue an Occurrence Memo for each Occurrence and identify how many Occurrences the employee has taken.

Section: 7. B. 1. b.

Floating Holiday and Resignations: **The Floating Holiday is paid only if used. The Floating Holiday will not be "cashed out" in the event of an employee's resignation, even with proper notice, or termination.**

Section: 7. C. 3. h.

Separation: **Unused accrued Paid Time Off is paid to separating employees on their last payroll check; employees, however, who resign without giving the required resignation notice or who are terminated forfeit their right to any payment for accrued Paid Time Off.**

Section: 8. A. 1. h.

Paid Time Off: **Unused accrued Paid Time Off is paid to separating employees on their last payroll check; employees, however, who resign without giving the required resignation notice or who are terminated forfeit their right to any payment for accrued Paid Time Off.**

50. Revisions: November 6, 2012

Section: 7. B. 1. b.

Floating Holiday and Resignations: The Floating Holiday is paid only if used. The Floating Holiday will not be “cashed out” **in the event of an employee’s change of status from Full Time to Part Time**, or in the event of an employee’s resignation, even with proper notice, or termination.

51. Revisions: February 14, 2013

Section: 2. C.

Licensing Related Policy Updates: Verification

Section: 2. G.

Licensing Related Policy Updates: Orientation and Mentoring

Section: 3. A.

Licensing Related Policy Updates: Updates reflecting the schedulers and Shiftboard in place of supervisors

Section: 3. B.

Licensing Related Policy Updates: Updates reflecting the schedulers and Shiftboard in place of supervisors

Section: 4. B. 1.

Limits (Non-Exempt Employees): Mileage to and from each work site is normal mileage required of the employee to get to and from work, and is therefore not reimbursed; mileage incurred with or for a consumer is considered reimbursable mileage, subject to a supervisor's approval and limits.

1. Exception: When an employee is required to attend training or a comparable event, mileage above twenty-five (25) miles to and/or from the training or comparable event may be considered reimbursable mileage, subject to supervisory approval.
2. Multiple Site Assignments: When an employee is off-duty for one (1) hour or less between scheduled shifts, mileage is reimbursed. When an employee is off-duty for more than one (1) hour between scheduled shifts, mileage to the first and from each work place is considered normal mileage required of the employee to get to and from work, and is, therefore, not reimbursed.

Section: 7. E. 3.

401 (k) Retirement Plan: The organization offers a 401K Retirement Plan to Full-Time and Part-Time employees who have at least one year of service with the organization, are twenty-one (21) years old or older, and who works one thousand (1000) or more hours a year. Employees may contribute one (1) to one hundred (100) percent of their gross wages, not to exceed \$16,500.00 annually, to the plan. The organization will contribute a half (.5) percent match for every one (1) percent that an employee contributes to the plan, up to a maximum of a three (3) per match to an employee's contribution of six (6) percent. An employee contributing less than six (6) percent will receive a corresponding smaller match from the organization. An employee contributing more than six (6) will not receive more than a three (3) percent contribution from the organization.

Section: 7. E. 12.

Volunteerism: The concept of volunteerism is a foundational principal of the organization. It is a job expectation for all management and administrative staff to volunteer in the community, at least once during every year of employment. In order to facilitate and encourage volunteerism, the organization provides management and administrative staff with up to sixteen (16) hours annually out of their regular weekday schedules to be involved in volunteer activities.

- c. Required: Volunteering is a job requirement. There is an expectation that every management and administrative employee will be involved in one or more volunteer activities, annually, whether they are group or individual activities.

52. Revisions: April 2, 2013

Section: 6. A. 2. b. 2.

An employee's annual required training hours must be completed by November 1<sup>st</sup>. If an employee's annual required training has not been completed by that date, Program Management will issue that employee a notice, reminding them of the requirement and informing them of the number of hours they must complete in order to fulfill their annual required training. If an employee's annual required training is not completed by November 15<sup>th</sup>, Program Management will issue a second notice, reminding them of the requirement and informing them of the number of hours they must complete in order to fulfill their annual required training, as well as informing them that if their annual required training hours are not completed by November 30<sup>th</sup>, they will be removed from the schedule, effective December 1<sup>st</sup>. While off the schedule, employees will have until December 15<sup>th</sup> to complete their annual required training. If they do not do so, they will be considered to have voluntarily resigned their positions, effective December 16<sup>th</sup>.

53. Revisions: November 5, 2013

Section: 2. G. 2. d.

Even though it is an option to accept orientation training from another 245b Licensed provider, Zenith Services, Incorporated has chosen not to accept the training. Zenith Services, Incorporated will provide all orientation training to new employees.

Section: 2. G. 2. e.

The thirty (30) hours of orientation must combine supervised and on the job training with review and instruction on the following materials:

Section: 3. A. 1. b. 2.

Employee Requested Change in Schedule: An employee may request a change in their permanent schedule or assigned work site. That request will be granted or denied by **their supervisor**. When a change is approved, the employee must to continue in their current schedule or at their current site for two (2) weeks, unless the employee, with **their supervisor's** approval and at their discretion, can find a replacement. An employee's failure to meet this expectation will be considered an unauthorized absence and, therefore, a disciplinary matter.

Section: 5. D. 13.

Alcohol and Drug Use: Zenith Services, Incorporated prohibits the consumption or use of alcohol, drugs, including the abuse of prescription medications, or controlled substances during work hours. Zenith Services, Incorporated also prohibits employee behaviors indicating the use of chemicals while on duty or coming to work under the influence, except in the case of the appropriate use of physician prescribed medications. Either instance will result in immediate disciplinary action, up to and including termination.

- a. **Policy: It is the policy of this DHS licensed provider Zenith Services, Incorporated to support a workplace free from the effects of drugs, alcohol, chemicals, and abuse of prescription medications. This policy applies to all of our employees, subcontractors, and volunteers (employees).**

**b. Procedures:**

- 1. All employees must be free from the abuse of prescription medications or being in any manner under the influence of a chemical that impairs their ability to provide services or care.**
- 2. The consumption of alcohol is prohibited while directly responsible for persons receiving services, or on our property (owned or leased), or in our vehicles, machinery, or equipment (owned or leased), and will result in corrective action up to and including termination.**
- 3. Being under the influence of a controlled substance identified under Minnesota Statutes, chapter 152, or alcohol, or illegal drugs in any manner that impairs or could impair an employee's ability to provide care or services to persons receiving services is prohibited and will result in corrective action up to and including termination.**
- 4. The use, sale, manufacture, distribution, or possession of illegal drugs while providing care or to persons receiving services, or on our property (owned or leased), or in our vehicles, machinery, or equipment (owned or leased), will result in corrective action up to and including termination.**
- 5. Any employee convicted of criminal drug use or activity must notify their supervisor no later than five (5) days after the conviction.**
- 6. Criminal conviction for the sale of narcotics, illegal drugs or controlled substances will result in corrective action up to and including termination.**
- 7. The program's designated staff person: Stephen Hage, Chief Administrative Officer, will notify the appropriate law enforcement agency when we have reasonable suspicion to believe that an employee may have illegal drugs in his/her possession. Where appropriate, we will also notify licensing boards.**

Section: 7. C. 3. h.

Separation: Unused accrued Paid Time Off is paid to separating employees on their last payroll check; employees, however, who resign without giving the required resignation notice or who are terminated forfeit their right to any payment for accrued Paid Time Off. **Exceptions to this policy will be made solely at the Officers discretion.**

Section: 7. E 12. B.

Volunteer Options:

1. **Company Selected Volunteer Events: The company will select three to four volunteer activities in which a group of employees can participate together, with the approval of the Officers. They will be scheduled for specific times and places.**
  - a. **Hours Exception: Hours volunteered through for Company Selected Volunteer Events do not count towards the sixteen (16) hours allotted in this policy. These hours volunteered are granted in addition to those available for other volunteer activities.**
2. Individually Selected Volunteer Events: Eligible employees may volunteer individually for organizations of their own selection. These volunteer opportunities would also be approved by the Officers, but could then be scheduled at the individual's convenience.
  - a. **Exclusion: Many employees are already involved in volunteer activities, including volunteering with their own churches, their children's schools or activity programs, or volunteering to support their own hobbies. While the organization considers these to be legitimate volunteer activities and will count them towards our organizations' goal of volunteer participation, these are not activities for which one can be compensated or otherwise receive financial support. The program's goal is to encourage volunteerism in new and different areas.**

Section: 8. A. 1. h.

Separation: Unused accrued Paid Time Off is paid to separating employees on their last payroll check; employees, however, who resign without giving the required resignation notice or who are terminated forfeit their right to any payment for accrued Paid Time Off. **Exceptions to this policy will be made solely at the Officers discretion.**

Section: 8. A. 2. a.

Resignation Notice: An employee planning to resign must so notify their supervisor in writing in advance.

1. **Non-Exempt Employees and Program Managers:** Non-exempt employees **and Program Managers** are required to give fourteen (14) days resignation notice. Non-exempt employees **and Program Managers** who resign without giving the required resignation notice will forfeit their right to any payment for accrued Paid Time Off, and will be ineligible for rehire.
2. **Exempt Employees, excluding Program Managers:** Exempt employees, **excluding Program Managers**, are required to give thirty (30) days resignation notice. Exempt employees, **excluding Program Managers**, who resign without giving the required resignation notice will forfeit their right to any payment for accrued Paid Time Off, and will be ineligible for rehire.

54. Revisions: January 1, 2014

Section: 5. D. 13. b. 7.

The use, distribution, and sale of consumer's medications is prohibited, and will result in corrective action up to and including termination.

Section: 5. D. 13. b. 8.

The program's designated staff person: Stephen Hage, Chief Administrative Officer, will notify the appropriate law enforcement agency when we have reasonable suspicion to believe that an employee may have illegal drugs in his/her possession while on duty during work hours. Where appropriate, we will also notify licensing boards.

55. Revisions: June 12, 2014

Section: 5. L. 9.

Zenith Services, Incorporated provides its employees with internet access and email services as required for the performance and fulfillment of job responsibilities. These services are for the purpose of increasing work productivity and not intended for non-business activities.

Section: 6. C. 5. i.

Smoking, in all forms, **including ecigarettes**, in a consumer's residence, while transporting a consumer, in public, or at any other time while working with a consumer. Smoking in Zenith Services, Incorporated offices, buildings, and vehicles.

Section: 6. C. 5. rr.

Failing to work in accordance with or otherwise disregarding physician directed work restrictions and/or guidelines while on workers' compensation modified or light duty.

56. Revisions: September 9, 2014

Section: 3. A. 1. a. 2.

Weighted Average Rate: When an employee is works more than forty (40) hours a week at multiple sites where different hourly rates apply, overtime is calculated at a weighted average rate, which takes all sites' wages into consideration, based on the percentage of hours worked at each site, and the overtime paid at that rate.

Section: 3. B. 3.

Occurrence or Unauthorized Absence for Non-Exempt Employees: If an employee is unable to attend a scheduled shift, for any reason, and it is not a supervisor authorized absence, this will be considered an Occurrence. When an employee calls in due to illness or other unforeseen circumstances, the employee's supervisor will inform the employee that the absence will be counted as an Occurrence. All absences require notification of at least four (4) hours or more, prior to the start of the shift. Failure to fulfill this requirement will result in immediate disciplinary action, up to and including termination.

An employee can receive a maximum of four (4) Occurrences in a six (6) month period of time. If an employee receives five (5) Occurrences within a six (6) month period, this will be considered an employee's voluntary resignation.

**In the event that an employee is absent, has not communicated with the supervisor, the supervisors are unable to contact the employee; the supervisor may engage a replacement staff person. If the replacement staff person has been engaged and is on the way to or in place at the program and the employee arrives for work, the replacement staff person will be used and this late arrival will be considered an Occurrence.**

Employee's supervisors will issue an Occurrence Memo for each Occurrence and identify how many Occurrences the employee has taken.

Section: 7. E. 9.

Tuition Assistance Policy: In order to encourage the pursuit of ongoing education, Zenith Services, Incorporated provides a tuition assistance benefit to qualified employees. Recognizing the needs of the organization and the responsibilities of management, the tuition assistance levels are based on a part-time academic schedule.

**Requests for tuition assistance must be submitted by the employee, using a Tuition Assistance Agreement form, and approved by the Officers, in advance.**

The organization will provide tuition assistance for academic coursework, in a course of study relevant to the field of human services.

The organization will provide tuition assistance up to 80% of the cost of courses, up to a maximum benefit of \$ 1500.00 for undergraduate study and a maximum benefit of \$ 2500.00 for graduate study, per academic year (September 1st to August 31st).

Tuition assistance will be provided after a course is completed, with proof of both the cost and successful completion of the course.

Tuition assistance does not apply to books, supplies, or fees.

Tuition assistance funds are based on the annual corporate budget. The funds are limited, and will be distributed on a "first come, first served" basis.

Employees receiving tuition assistance will be required to commit themselves in writing to the following obligations:

- a. Employees who receive an "incomplete" or receive a grade below "C" for a course, will not receive tuition assistance.
- b. Employees who resign before 12 months, after completing reimbursed coursework, will agree to repay 100% of the tuition paid by the organization.

- c. Employees who resign 13 to 18 months after completing reimbursed coursework, will agree to repay 67% of the tuition paid by the organization.
- d. Employees who resign 19 to 24 months after completing reimbursed coursework, will agree to repay 34% of the tuition paid by the organization.

Qualified employees include those at the level of Program Manager, who have been employed with the organization for 3 years or more, and those at the level of Case Manager, Program Director or higher, who have been employed with the organization or 2 (two) years of more.

57. Revisions: November 11, 2014

Sections:	1. C. 1.	1. C. 4.	1. D. 1.
	2. C. 2.	2. C. 3.	2. C. 4.
	2. C. 5. a.	2. C. 5. c.	2. C. 5. d.

General Textual Corrections

Section: 2. C. 6.

Periodic checks of any available public records may be done at the discretion of management.

Sections:	2. F. 3.	2. F. 5.	2. G. 2. d.
	2. I. 6.		

General Textual Corrections

Sections:	3. A. 1. b. 2.	3. B. 3.	4. A. 2. g.
	4. A. 2. h.		

General Textual Corrections

Section: 5. B. 1.

Arrest / Criminal Conviction Checks: Employees may be required to have an arrest / criminal check done periodically during their employment. These are required by State or County licensing standards, and are forwarded to licensing authorities for employment eligibility. Periodic checks of any available public records may be done at the discretion of management.

- a. Authority: The Chief Administrative Officer of Orion Associates may request an arrest / criminal conviction check at any time to meet licensing requirements or to carry out organizational functions.
- b. Reporting: Employees who are arrested, under investigation for, charged with or have been convicted of crimes, are required to immediately report this to the Chief Administrative Officer so that it may be submitted to the proper authorities to verify eligibility for employment.

Sections: 5. C. 2.                      5. D. 5.                      5. F. 1.  
              5. G. 5.                      5. I. 2.                      5. K. 5.  
              5. M. 3. c.                    5. M. 4.                      5. N. 2.  
              6. C. 3. a.

#### General Textual Corrections

Section: 7. A. 1. c.

Full-Time and Eligible Part-Time Employees:

Health Insurance  
401 (k) Retirement Plan

Section: 7. B. 1. c.

Christmas or Floating Holiday: Employees may take a Floating Holiday in lieu of the Christmas holiday. This holiday may be taken in the pay periods before, during or after the pay period in which the Christmas holiday occurs, subject to supervisory approval. If the Floating Holiday is not used during a calendar year, it is forfeited. It cannot be "cashed out" or carried into the following calendar year.

Sections: 7. B. 1. c.                      7. D. 1. c.                      7. D. 2. c.  
              7. D. 2. d. 1.                      7. D. 2 e.                      7. D. 3. b.

#### General Textual Corrections

Section: 7. E. 1.

Health Insurance: The organization offers group health insurance to all of its regular Full-Time and eligible Part-Time employees, contributing \$ 300.00 for the employee, \$ 450.00 for the employee and one dependent, and \$ 600.00 for full family coverage. The employee pays the monthly cost above the maximums.

- a. Eligibility: Eligibility for this benefit begins on the first of the month following one full calendar month of employment. Enrollment is not required, however, one must officially waive the benefit if they chose to decline.
- b. Dependents: Coverages for regular Full-Time and eligible Part-Time employees 's spouses and children are available. The organization will pay up to maximums of \$ 300.00 for the employee, \$ 450.00 for the employee and one dependent, and \$ 600.00 for full family coverage.
- c. Dissemination: The Chief Administrative Officer and the Human Resources Department disseminate to all eligible employees information on the group health insurance plan before they become eligible.
- d. Continuation: Upon separating or loss of eligibility, employees are eligible to continue their current health insurance coverage at the group rate, as provided for under Minnesota law. This is done at the employee's expense. A form must be filled out for this purpose. All separating employees must fill out the form.

Sections: 7. E. 3.                      7. E. 10.                      8. A. 1. d. 2.  
              8. A. 1. d. 3.                8. A. 1. d. 4.                8. A. 1. g.  
              10. A. 1.

General Textual Corrections

58. Revisions: January 27, 2015

Section: 3. B. 3.

Occurrence or Unauthorized Absence for Non-Exempt Employees: If an employee is unable to attend a scheduled shift, for any reason, and it is not a supervisor authorized absence, this will be considered an Occurrence. When an employee calls in due to illness or other unforeseen circumstances, the employee's supervisor will inform the employee that the absence will be counted as an Occurrence. All absences require notification of at least four (4) hours or more, prior to the start of the shift. Failure to fulfill this requirement will result in immediate disciplinary action, up to and including termination.

An employee can receive a maximum of four (4) Occurrences in a six (6) month period of time. If an employee receives five (5) Occurrences within a six (6) month period, **this will be considered an employee's voluntary resignation.**

In the event that an employee is absent, has not communicated with the supervisor, the supervisors are unable to contact the employee; the supervisor may engage a replacement staff person. If the replacement staff person has been engaged and is on the way to or in place at the program and the employee arrives for work, the replacement staff person will be used and this late arrival will be considered an Occurrence.

Employee's supervisors will issue an Occurrence Memo for each Occurrence and identify how many Occurrences the employee has taken.

Section: 7. E. 12.

Volunteerism: The concept of volunteerism is a foundational principal of the organization. It is a job expectation for all management and administrative staff to volunteer in the community, at least once during every year of employment. In order to facilitate and encourage volunteerism, the organization provides management and administrative staff with up to sixteen (16) hours annually out of their regular weekday schedules to be involved in volunteer activities. **Management and administrative staff who work part-time schedules will receive up to eight (8) hours annually out of their regular weekday schedules to be involved in volunteer activities.**

59. Revisions: April 14, 2015

Section: 2. D. 1.

Standards: As an affirmative Action employer, Zenith Services, Incorporated follows the established EEO/AA laws by not discriminating against or harassing any employee or applicant for employment because of **race, color, creed, religion, national origin, sex, sexual orientation, disability, age, marital status, familial status, membership or activity in a local human rights commission, or status with regard to public assistance**, so long as that status does not affect the organization's regulatory compliance or mission. The organization supports these standards to assure that employment is free of discrimination, including but not limited to hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training.

Section: 6. B. 1. f.

Wage and Salary Increases: Wage increases may occur as a part of an annual performance evaluation. Wage increases may also occur, based on the Minnesota Cost of Living Increase (COLA). COLA wage increases are not tied to the employees written performance evaluations. A change in any employee's wage resulting from a wage increase is made retroactive to the beginning of the pay period in which it occurs.

Section: 6. B. 1. k.

Evaluation Due Dates: Performance evaluations are due no later than the first Friday of the month following the month in which the evaluation was due.

Section: 6. B. 2. a.  
6. B. 2. b.  
6. B. 2. c.

Application: Employees interested in being considered for promotion are expected to notify **Human Resources** of their intent in writing.

Promotion Decisions: Promotion decisions are made by **Human Resources** and the hiring supervisor.

Job Postings: All promotional opportunities open to current employees may be posted by **Human Resources**.

60. Revisions: June 2, 2015

Section: 2. J. 4. e.

### **Telecommuting Policy**

Section: 7. E. 9.

Requests for tuition assistance must be submitted by the employee, using a Tuition Assistance Agreement form, **and approved by the Officers**, in advance.

Qualified employees include all Full-Time Orion Associates employees who have been employed with the organization or 2 (two) years of more. **Qualified Part-Time employees are eligible for this benefit on a pro-rated basis.**

61. Revisions: September 15, 2015

Section: 2. E. 1. d.

d. Reinstatement Paperwork and Training: Reinstated employees will be required to complete and/or submit the following documents and retraining:

1. W-4 Form
2. Change Form, to include the employee's resignation date and reinstatement date
3. BCA
4. Direct Deposit Form
5. Copy of Car Insurance Record
6. Vulnerable Adult / Maltreatment of Minors (VA / MOM) Worksheet
7. Data Privacy Worksheet
8. Universal Precautions Worksheet

Reinstated employees must complete any required training (First Aid / CPR, etc.) that has expired.

Section: 2. J. 3. h.

Telecommuting: Telecommuting is a management tool that provides flexibility in meeting customer needs and business goals. This policy is intended to establish and implement telecommuting plans, establish guidelines to ensure consistency, and provide Zenith Services, Incorporated with flexibility to address specific needs.

**The creation and assignment of telecommuting positions are made solely by the organization's Officers.**

Section: 2. J. 4. c.

On-Call Direct Service Employee: An on-call direct service employee is a non-exempt employee who does not work a regularly scheduled shift. An on-call direct service employee picks up shifts based on program openings and their schedule availability. An employee may only move to the status of an on-call direct service employee if they have been employed by Zenith Services, Incorporated for a period of two (2) years and is in good standing. An employee who is changing in status from either full time or part time to on-call status must be approved by all members of the employee's supervisory Chain of Command. Zenith Services, Incorporated reserves the right to authorize or not to authorize this change in status

An on-call direct service employee must adhere to the following requirements:

1. Sign an on-call agreement with their direct supervisor prior to the effective date of status change.
2. Complete required annual training hours on or before October 31th each year.
3. Complete required 245D quarterly trainings.
4. Complete required annual July Vulnerable Adult/Maltreatment of Minors and Universal Precautions training.
5. Remain current of First Aid and CPR certifications.
6. Provide current documentation of car insurance.
7. Work a minimum of two (2) shifts four (4) hours in length each per month.

An on-call direct service employee's failure to adhere to any of the above following guidelines will be considered to constitute the employees' voluntary resignation.

Section: 4. A. 3.

Payroll Cycles: Wages or salaries are paid on a bi-weekly basis. Pay periods are from Sunday of one week to Saturday of the next week. Wages or salaries earned in one pay period are paid on the second Friday of the next pay period. Pay periods begin at midnight on the first Sunday in the pay period, and end at midnight on second Saturday in the pay period. A calendar week begins and ends at midnight on Saturday. **No employee will receive a payment for wages or salaries in advance of a payroll cycle worked.**

Section: 7. B. 1. d.

Administrative / Management Employees and Holidays on Weekends: When New Year's Day, Independence Day or Christmas Day falls on a Saturday, the organization's offices will be closed on the preceding Friday. Administrative / management employees will take that Friday off as their holiday. When New Year's Day, Independence Day or Christmas Day falls on a Sunday, the organization's offices will be closed on the following Monday. Administrative / management employees will take that Monday off as their holiday. Any alternate scheduling is subject supervisory approval.

62. Revisions: November 5, 2015

Section: 5. D. 5. a.

- a. **Use of Company Cell Phones on International Personal Vacations: Employees are expected to reimburse the company for the additional charges incurred by the company due to the use of cell phones while on an international personal vacation. These charges are twofold. First, there is a charge to turn on international service for many phones and, second, there are charges each time the phone is used for either voice or data. Employees will be expected to reimburse the company for both of these charges.**

**Employees who are going on an international personal vacation and would like to use their phones on vacation, should contact the Financial Administrator in advance so that international coverage can be turned on and off on the appropriate dates. Once the Finance Department has received and reconciled the cell phone bills, the employee will be contacted regarding the payment of any monies owed.**

63. Revisions: December 1, 2015

Section: 5. D. 13.

### **Alcohol and Drug Use Policy**

64. Revisions: January 1, 2016

Section: 3. B. 3.

Occurrence or Unauthorized Absence for Non-Exempt Employees: If an employee is unable to attend a scheduled shift, for any reason, and it is not a supervisor authorized absence, this **will result in the use of an occurrence.** When an employee calls in due to illness or other unforeseen circumstances, the employee's supervisor **or the attendance line representative** will inform the employee that **an occurrence will need to be used for the absence.** All absences require notification of at least four (4) hours or more, prior to the start of the shift. Failure to fulfill this requirement will result in immediate disciplinary action, up to and including termination.

A **Full-Time** employee can receive a maximum of four (4) Occurrences in a six (6) month period of time. **A Part-Time employee can utilize a maximum of three (3) occurrences in a six (6) month period of time. An on-call employee can utilize a maximum of one (1) occurrence in a six (6) month period of time.** If an employee **utilizes more occurrences than what they are allowed** within a six (6) month period, this will be considered an employee's voluntary resignation.

In the event that an employee is absent, has not communicated with the supervisor, the supervisors are unable to contact the employee; the supervisor may engage a replacement staff person. If the replacement staff person has been engaged and is on the way to or in place at the program and the employee arrives for work, the replacement staff person will be used and **the employee arriving late will need to utilize an occurrence. If the employee who is arriving late would like to work the remainder of the shift, they will still need to utilize an occurrence.**

**An occurrence memo that identifies how many occurrences the employee has taken will be issued to the employee after each absence.**

Section: 3. B. 4.

Staff Meetings: All Non-exempt employees are required to attend all the scheduled Staff Meetings for their sites, which are considered scheduled shifts for all employees. If an employee is unable to attend a scheduled Staff Meeting, **they will need to utilize an occurrence**. The employee may attend a monthly back up training with their supervisor's approval. If an employee attends a monthly back up training, with supervisory approval, in place of a scheduled Staff Meeting, they will not **need to utilize an occurrence**.

Section: 3. B. 6.

Attendance Rule: An employee's unauthorized absences which have a detrimental effect on the ability to carry out the mission of any one or more locations, functions, operations or units within the organization will be considered to be unsatisfactory performance by the employee. Not only will **the employee need to utilize an occurrence**, but the employee will receive appropriate disciplinary action, up to and including termination.

65. Revisions: January 26, 2016

Section: 5. I. 4.

Examples of Sexual Harassment: The following are examples of sexual harassment. These are not the only possible examples. An employee who has questions about whether conduct is permissible under this policy, should discuss the issue with their immediate supervisor. Employees may choose go over their supervisor, for any reason, to report the incident to their supervisor's Program Administrator, the Chief Operating Officer, or the Chief Administrative Officer

- a. Unwelcome sexual flirtations, propositions, and invitations to social events.
- b. Offensive physical contact, touching, or physical closeness.
- c. Use of words of a sexual nature describing body parts or sexual acts, telling "suggestive" jokes or stories, and conversations about sexual exploits or sexual desires.
- d. Displaying in the workplace sexually suggestive objects, pictures, cartoons, or representations of any action or subject which is sexual in nature and which can be perceived as offensive. This includes, but is not limited to accessing pornography via the internet or email, or by any other means, while on duty, while at any company site, or at any other time while working with a consumer.

- e. Sabotaging an employee's character, reputation, work effects, or property because of sex.
- f. Direct and indirect suggestions that an employee's job security, job assignment, conditions of employment, or opportunities for advancement depend in any way on the granting of sexual favors or relations.
- g. **Gossip about another person, spreading rumors about another person, talking about the activities of another person, whether the statements are true or false.**

**All such conduct will be investigated and disciplinary action, up to and including termination of employment, may occur.**

Section: 5. I. 5.

Consensual Relationships: Zenith Services, Incorporated recognizes that consensual relationships sometimes exist between employees which are, or have the potential of becoming, sexual in nature. Zenith Services, Incorporated strongly discourages such relationships, particularly those in which differences in age, background, or other characteristics of the two individuals compromise the ability of either one to make an informed decision about participating in the relationship.

- a. If a relationship develops between two employees, one or both of them are to notify their supervisor(s) immediately. Failure to do so may result in disciplinary action.
- b. Relationships between a supervisor and subordinate are forbidden. A supervisor will not be allowed to supervise a subordinate with whom they are in a relationship. If a relationship develops between a supervisor and subordinate, one or both of the employees must notify the supervisor's supervisor immediately. In the event of such a relationship, one of the individuals will be transferred to another program, solely at the discretion and as is determined to be in the best interests of the company.
- c. **If a personal, charitable, business or other relationship develops between an employee and a business contact, supplier, contractor, vendor or other business resource of the organization or the organization's affiliates, including, but not limited to Headwaters Relief Organization, whether such initial contact occurred as part of an employee's employment or volunteer activities, the employee shall notify their supervisor(s) immediately. At all times during the relationship, the employee will not represent themselves as being associated with the organization or any affiliate organization and will affirmatively disclaim such representation or association.**

66. Revisions: April 12, 2016

Section: 7. C. 3. g. 2.

**Exempt Employees: When an exempt employee has not yet accrued or currently does not have eight (8) hours of Paid Time Off banked, but is granted time off or a leave of absence for a full day, the employee's salary will be reduced on a pro-rated basis for an absence of a full day for every day absent. The employee will receive no advance in Paid Time Off nor a payment for less than eight (8) hours.**

Section: 8. A. 2. a. 1.

8. A. 2. a. 2.

1. **Non-Exempt Employees: Non-exempt employees are required to give fourteen (14) days resignation notice. Non-exempt employees** who resign without giving the required resignation notice will forfeit their right to any payment for accrued Paid Time Off, and will be ineligible for rehire.
2. **Exempt Employees: Exempt employees are required to give thirty (30) days resignation notice. Exempt employees** who resign without giving the required resignation notice will forfeit their right to any payment for accrued Paid Time Off, and will be ineligible for rehire.

67. Revisions: July 1, 2016

Section: 2. D. 1.

**Standards:** As an affirmative Action employer, Zenith Services, Incorporated follows the established EEO/AA laws by not discriminating against or harassing any employee or applicant for employment because of race, color, creed, religion, national origin, sex, sexual orientation, disability, age, marital status, familial status, membership or activity in a local human rights commission, or status with regard to public assistance, so long as that status does not affect the organization's regulatory compliance or mission. The organization supports these standards to assure that employment is free of discrimination, including but not limited to hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training.

**Zenith Services, Incorporated fully complies with the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973. The organization's leadership enforces and supports this policy to ensure a cohesive workplace and a place of business that is conducive to effective member relationships free from discrimination.**

**Zenith Services, Incorporated will not make any distinction, discrimination, or exclusion from contract services for any individual relative to employment, service delivery, or benefits.**

**Zenith Services, Incorporated will not make decisions on the basis of a members or employee's race, color, national origin, gender, gender identification, marital status, handicap, or the nature of a person's medical condition, or any other classification protected by the State of Minnesota, United States Constitution, state law, or other regulation.**

**Questions or complaints may be directed to the Chief Administrative Officer.**

Section: 4. B. 7.

Expense Sheets: All allowable and supervisor approved expenses are to be recorded on the Expense Sheets. All expenses must be totaled and accompanied by a receipt. Expense Sheets may be submitted to the employee's supervisor with an employee's Time Sheets at the end of each pay period, **but must be submitted within sixty (60) days of having been incurred, per Internal Revenue Services (IRS) regulations. Expenses submitted over sixty (60) days will be reimbursed, but must be reimbursed as taxable income, per Internal Revenue Services (IRS) regulations.** Supervisors must approve and submit the Expense Sheets to the Accounts Manager.

Section: 5. L. 6.

Using the company's time and resources for personal gain **or entertainment;**

Section: 6. C. 5. hh.

Excessive engagement in personal activities while on duty, including, but not limited to, an excessive number or length of time engaged in personal telephone calls, excessive personal use of computers, use of company vehicles for personal errands, excessive engagement in personal conversations with others, and excessive time spent in personal activities such as studying, television viewing, **both broadcast and on line**, or other tasks, all as determined by the direct supervisor or other supervisory staff.