



**Mid America Health, Inc.**

# Employee Handbook

## South Carolina

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# **WELCOME**

This handbook is designed to acquaint you with certain policies and procedures which affect your employment. As these policies change and as others develop specifically for your facility, it is important you understand them. Feel free to speak to your supervisor/regional manager/manager whenever you have a question regarding this handbook or your facility's procedures.

## **MISSION STATEMENT**

We will strive to be the leader in providing high-quality services to correctional and other institutional facilities. In support of this responsibility, we will make an ongoing investment in the training and development of our employees. We will empower our employees to carry out their duties with the highest standards of ethics, integrity and fiscal responsibility.

## **GUIDING PRINCIPLES**

- Quality:** We will provide a premier level of care and services to our clients. We will assure the highest standards of care by recruiting, training and retaining highly qualified personnel.
- Innovation:** We will create an environment where innovation is encouraged. We will be a leader and standard setter in delivering services needed by our clients.
- People:** We believe the quality of the services we provide is a direct reflection of the high caliber of our employees. We will encourage teamwork and create opportunities for personal and professional growth in an environment of open communication, mutual respect and trust.
- Business Success:** We believe the achievement of our corporate mission will result in a successful enterprise and will permit us to maintain a high standard of quality, broaden opportunities for our employees and generate a fair return to shareholders.

## **OUR EXPECTATIONS**

### **EMPLOYMENT AGREEMENTS**

Licensed medical professionals may be governed by separate individual employment agreements or memorandum of understandings. Where provisions of this manual conflict with your employment agreement, except in the case of termination or cancelation of the agreement, the manual has priority.

### **THE HIRING PROCESS**

The hiring process is a joint decision of a facility head, the regional manager and corporate management based on the application, interview and personal and work references. All healthcare professionals must be certified or licensed by the appropriate state licensing authorities.

A relative of an employee will be considered for employment if the applicant is qualified for the position. However, relatives will not be employed in a position where one falls under the direct supervision of the other.

Former employees who gave adequate notice and who left with a satisfactory record are eligible for rehire. Employees who resign their positions and then are rehired within 30 days will have certain benefits reinstated without the waiting period required of new employees.

### **EQUAL EMPLOYMENT OPPORTUNITY**

We are an equal opportunity employer dedicated to prohibiting discrimination on the basis of race, color, sex, religion, age, national origin, disability, status as a disabled veteran, and status as a Vietnam era veteran or as otherwise required by federal law. The company is committed to providing reasonable accommodation to disabled applicants and employees in all hiring, personnel and benefit policies.

### **EQUAL EMPLOYMENT OPPORTUNITY FOR QUALIFIED INDIVIDUALS WITH DISABILITIES AND QUALIFIED PROTECTED VETERANS POLICY**

It is the policy of the company not to discriminate against any employee or applicant for employment because he or she is a qualified individual with a disability, a disabled veteran, a newly separated veteran, a campaign veteran or an armed forces service medal veteran. It is also our policy to take affirmative action to employ and to advance in employment, all persons regardless of their status as qualified individuals with disabilities or qualified protected veterans, and to base all employment decisions only on valid job requirements. This policy shall apply to all employment actions, including but not limited to recruitment, hiring, upgrading, promotion, transfer, demotion, layoff, recall, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship, at all levels of employment.

Employees of and applicants to our company will not be subject to harassment, intimidation, threats coercion or discrimination because they have engaged or may engage in filing a complaint, assisting in a review, investigation, or hearing or have otherwise sought to obtain

their legal rights related to any Federal, State or local law regarding Equal Employment Opportunity (EEO) for qualified individuals with disabilities or qualified protected veterans.

We are committed to the principles of Affirmative Action and EEO. In order to ensure dissemination and implementation of EEO and Affirmative Action throughout all levels of the company, we have selected the Vice President of Human Resources as the EEO Manager. One of the Vice President of Human Resources' duties will be to establish and maintain an internal audit and reporting system to allow for effective measurement of our programs.

In furtherance of our policy regarding Affirmative Action and EEO, We have developed a written Affirmative Action Program which sets forth the policies, practices and procedures which the company is committed to applying in order to ensure that its policy of non-discrimination and affirmative action for qualified individuals with disabilities and qualified protected veterans is accomplished. This Affirmative Action Program is available for inspection by any employee or applicant for employment upon request, during normal business hours, in the corporate office. Interested persons should contact the Vice President of Human Resources at 888-309-8239 for assistance.

### **HARASSMENT POLICIES**

It is our policy to provide a workplace free of harassment. In keeping with this policy no form of harassment, sexual or otherwise, will be tolerated in the work place. Sexual harassment refers to unwelcome sexual advances, requests for sexual favors, or any other unwelcome verbal or physical conduct of a sexual nature. No employee or supervisor/regional manager is to engage in any sexually offensive conduct, including sexual comments, jokes, touching, or soliciting sexual favors. If you believe this policy is being violated, you are required to notify your supervisor/regional manager or contact the home office at 1-888-309-8239 and ask to speak to the Vice President of HR or a corporate manager immediately. We will investigate and take the necessary action.

### **PERSONAL APPEARANCE**

Your personal appearance not only affects how others feel about you but also how you feel about yourself. You are expected to use good judgment in your personal grooming. You should be neat, clean and well-groomed. The standards may vary from facility to facility, but in general the following standards apply:

- Clothing and shoes should be clean and neat and appropriate in style to promote a professional image and to avoid safety hazards.
- Personal hygiene and cleanliness are necessities in a healthcare company.
- Scrubs or Uniforms may be required in some departments. If you are required to wear a uniform, it is your responsibility to maintain it in a neat and clean manner.

## HIPAA COMPLIANCE

We are considered a covered entity under HIPAA (Health Insurance Portability and Accountability Act of 1996). As such, we are required to follow specific guidelines in order to protect the confidentiality of individually identifiable health information.

As a condition of continued employment with our company, you are required to comply with the HIPAA policies and procedures established in the company's HIPAA Policies and Procedures Manual and with all state and federal privacy and security standards established under HIPAA. In addition, the following specific guidelines should be observed:

- use and disclose protected health information only as authorized and necessary to carry out duties;
- conduct conversations in a manner that will avoid unintentional disclosures of patient health information;
- never intentionally use or disclose patient health information in a manner which violates state or federal regulations or the policies and procedures outlined in this manual;
- successfully complete security and privacy training;
- report suspected violations of a business associate's and/or contractor's contractual obligations;
- report any and all suspected violations of the policies and procedures established in this manual;
- safeguard the privacy and security of patient health information;
- protect the clinic's technology resources, information, and data;
- attend required security training;
- use computer terminals and workstations, faxes, telephones, etc. in a manner that protects the security and privacy of patient health information;
- report all security breaches directly to the home office; and
- maintain the confidentiality of your password.

Any such violation of the HIPAA policies and procedures established in the company's HIPAA Policies and Procedures Manual is unacceptable and will be treated as a serious violation of our rules and regulations. Anyone who is found to have engaged in such conduct will be placed in corrective action including immediate termination. In appropriate severe circumstances, We may

seek criminal prosecution and/or cooperate with criminal authorities.

## **YOUR EMPLOYMENT**

### **HOURS OF WORK**

You are expected to work the hours agreed upon at the time of hire or as assigned. On occasions, your work hours may be modified by your supervisor/regional manager/manager to meet necessary staffing adjustments or personal needs.

### **INCLEMENT WEATHER**

If local weather conditions such as hazardous icy roads, snow accumulation, blizzard conditions, or evacuations due to hurricanes make reporting to work dangerous or impossible, the employee should notify his/her supervisor/regional manager/manager and/or Regional Office/MAH home office as in the case of any other absence. The employee will have the option of taking the time without pay, counting it as PTO leave, or making up the time with the supervisor/regional manager's or regional office/home office approval.

If hazardous weather conditions develop during the working day and the home/regional office decides to officially close the clinic early, employees will be paid for the entire day. If an employee requests to leave due to weather conditions, the time will be counted as PTO leave or taken without pay.

### **LUNCH BREAK**

All non-exempt (hourly) employees are required to take a 30-minute lunch break sometime between 10:30 a.m. and 1:00 p.m. This time is to be uninterrupted and the employee is to sign out. The employee will not be paid for the 30-minute lunch break. Missed lunch breaks must be approved.

### **LENGTH OF SERVICE**

Length of service is the continuous period of time since your first day of employment. It is a factor in determining eligibility and scheduling paid time off. It may also be considered in job promotions and transfers. Seniority dates will be adjusted to reflect prior periods of service. Employee with less than 30 days break may return with no time loss.

### **PERFORMANCE EVALUATIONS**

Your supervisor/regional manager may evaluate your performance on a regular basis, usually annually, to let you know how it compares to your job's standards. This evaluation provides opportunities for you and your supervisor/regional manager to discuss your strengths and areas that need improvement. You can review your thoughts about the work environment and discuss your career goals. These evaluations may become the basis for retention, promotion, transfer and wage increases. The management of your paid time off may be used as part of your evaluation.

## **PROMOTIONS AND TRANSFERS**

We recognizes you may seek a promotion to a more challenging position or a transfer to a different facility. In keeping with our policy of promoting from within, employees who apply will be given preference over outside applicants if the employees are equally or better qualified for the position. If you wish to apply for a transfer or promotion, talk to your supervisor/regional manager. To transfer to another facility, submit a written request to the home/regional office. If approved, corporate personnel will process the necessary paperwork and arrange the transfer. You will normally not be considered for any transfer within the first six months of employment.

## **PROBLEM SOLVING**

Your employment with us is considered to be "at will." Occasionally, problems arise. We are committed to do our best to provide an environment that guarantees fair treatment of all employees. We recognize that it is in the best interest of the company and the employees to settle individual complaints and problems as fairly and as quickly as possible. Your employment will not be jeopardized because you have requested assistance with a problem.

**Step 1:** Tell your immediate supervisor/regional manager. During this discussion, your supervisor/regional manager will listen in an attentive, courteous manner. Feel free to speak openly and candidly. Usually, you and your supervisor/regional manager will be able to resolve the problem.

**Step 2:** If you and your supervisor/regional manager do not resolve your problem, ask to speak with next level of supervision. This supervisor/regional manager will review all the available facts and will attempt to settle your problem in a fair manner. If you still feel the problem has not been resolved, this supervisor/regional manager will arrange for you to talk to the next level of management.

**Step 3:** Corporate management has final authority on all policy and standard practices.

## **PROGRESSIVE COUNSELING**

Employees have an obligation to respect and protect the rights of the company, its patients and their fellow employees. If an employee engages in any action which is not in the best interest of the company, its employees or its patients, We may take corrective action.

Corrective action for less serious offenses is generally progressive in nature to allow the employee an opportunity to correct the deficiency in conduct, performance or attendance. If improper or unacceptable performance or conduct continues, the employee may be terminated.

The following is a summary of the company's progressive corrective action procedure:

### ***Verbal Counseling***

Verbal counseling, though not mandatory before issuing written counseling, is generally the *first* step for less serious offenses. A record of the verbal counseling is placed in the employee's file.

### ***Written Counseling***

Written counseling will be given if the problem continues or reoccurs after the employee received a verbal counseling for the same offense. A written counseling may also be used for the



first occurrence of a more serious nature. The employee will be asked to sign any written counseling to acknowledge that it was received.

### ***Final Written Warning***

If verbal and written counseling are not successful in correcting deficiencies an employee normally will receive a final written warning as the last step before termination action is initiated. If an employee does not correct the deficiency following the written counseling, the supervisor/regional manager may recommend termination of employment.

### ***Termination***

Termination occurs when an employee's conduct, either because of its severity or repetitious nature, is no longer acceptable.

In general, employees are expected to conduct themselves in a professional and ethical manner.

## **TERMINATION OF EMPLOYMENT**

Now that you are a member of our team, we prefer that the relationship is a long and mutually rewarding one. However, we recognize that circumstances may require you to leave your job through one of the following means:

### ***Resignation***

A resignation is a voluntary termination initiated by the employee. If you resign, you are expected to provide a minimum of a two-week notice. Leaving without a two-week notice may negatively affect your opportunity for future employment with us. Licensed professionals should comply with their employment agreement and/or memorandum of understanding.

### ***Discharge***

A discharge is an involuntary termination initiated by the company when an employee fails to fulfill job responsibilities or acts in an unprofessional manner by engaging in actions that are not in the best interest of the company, the patients or fellow employees. Employment with us is considered at-will and may be terminated by us at any time and for any reason.

An employee may be discharged without prior notice or warning for more serious offenses, including, but not limited to, the following:

- a. patient abuse or neglect;
- b. fighting;
- c. dishonesty, unauthorized disclosure of confidential information, or misappropriation or unauthorized possession of company or employee property;
- d. sabotage;
- e. use of or being under the influence of intoxicants or possession of such at work or on company property;

- f. violating company standards;
- g. sleeping during working time or leaving the facility without permission;
- h. insubordination or challenging the supervisor/regional manager's authority;
- i. falsification of records, including time sheets, medical records, etc.
- j. possession of firearms or other weapons on the premises;
- k. threats, intimidation, coercion or sexual harassment;
- l. violation of any duty owed to the company including, but not limited to, engaging in conduct prohibited by federal or state law or regulations;
- m. other conduct or neglect of duties determined by management to be detrimental to the welfare of patients, fellow employees or the facility;
- n. fraternization with an inmate or former inmate;
- o. loss of security clearance or access to your work facility.

This list is not all inclusive. We reserves the right to terminate an employee without advance notice if, in the judgment of management, the quality of service or the efficient administration of duties is impaired.

### **SUSPENSIONS**

Employees who are recommended for termination, whether under the provisions of progressive discipline or discharge for more serious offenses, may be placed on suspension without pay to investigate and verify the facts and to provide time for the employee to respond to the recommendation. If there are insufficient grounds to warrant termination, the employee will be returned to duty and paid for the suspension.

Suspensions may also be used as an alternative to termination in cases where there are sufficient grounds for termination but the supervisor/regional manager decided not to terminate because of extenuating circumstances. The termination would be downgraded to a written warning and the suspension would be without pay.

### **REDUCTION IN FORCE**

On rare occasions, it is necessary to reduce the size of the work force. When this occurs, our management handles the reduction as fairly and consistently as possible while considering work records and length of service within job classifications.

### **EXIT INTERVIEW**

Whenever possible, an exit interview will be conducted with the employees leaving the company. One of the purposes of this interview is to make sure you are not leaving because of a misunderstanding or condition that could be remedied. We are also interested in any information that could lead to improvement of working conditions and patient care.

## **YOUR BENEFITS**

### **PAYCHECKS**

Payroll is processed at the home office. Employees are highly encouraged to have their payments direct deposited. Those employees that do not have a bank account will have their payments sent to their home address. We will not be responsible for lost or misrouted payments. Replacement checks will only be issued once the payroll department has determined that the checks have not been negotiated.

If you leave employment your final paycheck will be processed on the next regular payday or in accordance with prevailing state law.

If you have any questions about your paycheck or feel that an error has been made, notify the home office. If an error is found, the adjustment will be made on your next paycheck. However, you may be granted an exception in cases of extreme hardship. You should review your time entries to ensure they are accurate and complete.

### **DEDUCTIONS**

There are certain deductions required to be withheld from your paycheck. These deductions include:

Federal, state and local income taxes. The amounts will be determined by your income and the number of exemptions you claim on the tax forms you complete.

Social Security and Medicare (FICA). FICA withholding is a percentage of your income. The company matches the deductions from your paycheck.

In addition, there are other payroll deductions you may authorize, including medical, dental, vision insurance, 401K contributions, etc.

### **MEDICAL INSURANCE**

All employees working at least 30 hours per week are eligible for group medical insurance. MAH will pay for a portion of the premium for single coverage of the employee. You may also elect to purchase dependent coverage. We will withhold the amount of premium for dependent coverage from your paycheck. Deductions will begin one month prior to your effective date of coverage. Eligibility occurs the first day of the month following 60 days of employment. A summary booklet will be provided to you which explains the medical benefits. Benefit enrollment must be completed and submitted via GreenEmployee during the first 30 days of employment.

### **DENTAL INSURANCE**

A dental plan is available to all employees working at least 30 hours per week. Through a comprehensive program of diagnostic, preventive, basic and major benefits, the dental plan encourages employees to maintain proper dental health and provides assistance when more major extensive services are needed.

## **VISION PLAN**

All employees working at least 30 hours per week are eligible to participate in the vision services plan. The eye care plan is available through the Vision Service Plan (VSP). The plan provides for regular eye exams, lenses and designated frames at a nominal cost to employees. Provisions and frequency limits are outlined in the plan documents.

## **LIFE & AD&D INSURANCE & VOLUNTARY LIFE & AD&D INSURANCE**

The company provides company-paid life and accidental death and dismemberment (AD&D) insurance to all employees hired to work at least 30 hours a week. Voluntary Life and AD&D insurance is also available for employees and their dependents.

Employees will receive complete details upon employment.

*Note: Eligibility requirements and enrollment procedures for Dental Insurance, Life Insurance and Vision Services are the same as for Medical Insurance. Employees have the ability to enroll in one, all or any combination of the health benefits offered.*

## **EMPLOYEE ASSISTANCE PROGRAM**

We have established an Employee Assistance Program to assist employees and their eligible dependents with the resolution of personal problems. A confidential hotline will be provided for employees to access 24 hours a day, seven days a week. Each employee will be provided complete details upon hire or may access the information on our website at [www.mahweb.com](http://www.mahweb.com).

## **UNEMPLOYMENT INSURANCE**

The company pays a percentage of its payroll to the unemployment compensation fund in your state. You may become eligible for unemployment compensation if you become unemployed through no fault of your own. This benefit is administered by the state and application is made through your local unemployment office.

## **WORKER'S COMPENSATION**

The company provides worker's compensation insurance for all employees in accordance with the state worker's compensation laws. This coverage is designed to provide medical benefits and compensation to employees who incur work-related injury or illness.

If you suffer an injury on the job, immediately report it to your supervisor/regional manager. Your supervisor/regional manager will arrange for medical care if necessary, conduct an investigation and assist you in submitting the required reports.

## **HOLIDAYS**

We will recognize the following holidays. All Paid Time Off-eligible employees will be paid based on their normal hours of work when their normal work day falls on a listed holiday. Employees will not normally be allowed to change schedules to ensure payment of a holiday. Employee must be in a regular paid status to earn holiday pay. Those employee's out on a leave of absence or extended leave will not be eligible for holiday pay.

**New Years Day**

**Martin Luther King, Jr. Day**

**George Washington's Birthday/President's Day**

**Confederate Memorial Day**

**Memorial Day**

**Fourth of July**

**Labor Day**

**Veterans Day**

**Thanksgiving Day**

**Day after Thanksgiving Day**

**Christmas Eve**

**Christmas Day**

**Day after Christmas**

In the event a holiday falls on a weekend, payment will be made based on the national day of observance.

## **PAID TIME OFF**

Paid Time Off (PTO) is a benefit providing time off from work which is customized to meet individual employee needs, yet is sensitive to the required staffing needs of the facility. PTO is used for time off for vacations, short-term illnesses and personal business.

PTO is provided for all full-time regular employees working 36-40 hours per week. Regular employees who work 32-35 hours per week on a regular basis are eligible for PTO at a reduced amount of the regular full-time allotment. Employee's changing status to eligible or ineligible for PTO will have PTO adjusted as if a rehire or termination occurred.

The PTO benefit period is January 1 through December 31. All unused PTO at the end of the benefit period will roll into an extended leave bank.

**PTO Hours Credit**

**Total for Benefit Period**

**Service as of December 31**

**Jan 1- Dec 31**

1 but less than 5 years (less than 60 months)	104
More than 5 years (more than 60 months)	120
More than 10 years (at least 120 months)	144

Part-time employees regularly scheduled to work 32-35 hours per week.

**PTO Hours Credit**

**Total for Benefit Period**

**Service as of December 31**

**Jan 1- Dec 31**

1 but less than 5 years (less than 60 months)	64
More than 5 years (more than 60 months)	76
More than 10 years (at least 120 months)	96

**Newly-hired and Re-hired employees** working 36-40 hours a week will receive a partial-year PTO allotment if hired after January 1. The partial-year allotment is as follows:

<b><u>Hire Date</u></b>	<b><u>First Year Allotment</u></b>
January 1 - February 1	48
February 2- March 1	40
March 2- April 1	32
April 2- May 1	24
May 2 - June 1	16
June 2- July 1	8
July 2 - August 1	8
August 2- September 1	0
September 2- October 1	0
October 2 – November 1	0
November 2 –December 1	0
December 2 – December 31	0

**Newly-hired and Re-hired part-time employees** regularly scheduled to work 32-35 hours per week will receive a partial-year PTO allotment if hired after January 1. The partial-year allotment is as follows:

<b><u>Hire Date</u></b>	<b><u>First Year Allotment</u></b>
January 1 - February 1	40
February 2- March 1	32
March 2- April 1	24
April 2- May 1	16

May 2 - June 1	8
June 2- July 1	8
July 2 - August 1	0
August 2- September 1	0
September 2- October 1	0
October 2 – November 1	0
November 2 –December 1	0
December 2 – December 31	0

**General PTO Policies**

1. PTO will not normally be allowed to be combined with regular work hours to exceed 40 hours in a work week.
2. Employees will not normally be allowed to schedule PTO until after 90 days of employment. All PTO request are at the discretion of the employee’s supervisor.
3. All unused PTO at the end of the benefit period (December 31) will roll over into an extended PTO leave bank to be used for special circumstances. See extended PTO Leave Bank section for details.
4. Requests for PTO will be submitted via employee desk for approval in advance. Employees are expected to schedule PTO with MAH before the schedule is posted. Unscheduled absences must be reported to MAH. Unscheduled absences will be paid if PTO hours are available
5. PTO is to be used and scheduled according to the employee's work schedule. PTO should be taken in 1 hour increments.
6. Employees cannot take PTO during the two week resignation period.
7. PTO hours paid are not considered as "hours worked" in calculating overtime.
8. An excessive amount of unscheduled PTO requests may result in corrective action.
9. Employees are responsible for managing the use of their time off so that time off beyond their credited PTO hours is not needed. PTO hours cannot be used in advance of being credited. Employees cannot borrow from future allotments. Excessive amounts of time off without PTO hours may result in corrective action. It may also be reflected in their annual evaluation.
10. PTO is paid at the base rate of pay.
11. Employees may be eligible for payment for a portion of acquired and unused PTO upon separation of employment as outlined in the published schedule. No PTO will be paid to an

employee separating employment for cause or who has less than 12 months of service except where prohibited by law.

12. For the purpose of determining the amount of a separated employee's final paycheck, PTO will be considered as earned according to the following schedules. PTO taken in excess of the published schedules will be deducted from an employee's final paycheck.

Employees regularly scheduled to work 36-40 hours per week.

<u>Month of Termination</u>	<u>Less than 5 yrs.</u>	<u>More than 5 yrs.</u>	<u>More than 10 yrs.</u>
January	8	10	12
February	24	28	32
March	40	46	52
April	56	64	72
May	64	74	84
June	80	92	104
July	92	102	116
August	104	120	136
September	112	130	148
October	128	148	168
November	136	158	180
December	144	168	192

Part-time employees regularly scheduled to work 32-35 hours per week.

<u>Month of Termination</u>	<u>Less than 5 yrs.</u>	<u>More than 5 yrs.</u>	<u>More than 10 yrs.</u>
January	4	6	8
February	18	20	24
March	30	34	40
April	44	48	56
May	48	54	64
June	60	68	80
July	66	74	88
August	78	88	104
September	84	94	112
October	96	108	128
November	100	114	136
December	106	120	144

13. Employees terminated involuntarily or with cause will not be eligible for payment of any unused PTO upon separation of employment, regardless of years of services with MAH.



## **EXTENDED PTO LEAVE BANK**

All unused PTO at the end of each benefit year (December 31) will roll into an Extended PTO Leave Bank to be used for special circumstances. The Extended PTO Leave Bank will be capped at 160 hours. All regular annual PTO must be exhausted before the use of any Extend PTO Leave Bank. Special circumstances must be approved by the MAH home office. Special circumstances include, but are not limited to:

- Serious personal health condition;
- Birth or adoption of a child or placement of a child in your home for foster care;
- Providing care for a relative with a serious health condition; and
- Non-health family emergency.

Any hours rolled over resulting in a balance of more than 160 hours will be lost. Hours in the Extended PTO Leave Bank are not paid at termination.

## **FAMILY MEDICAL LEAVE ACT (FMLA)**

FMLA-eligible employees may take unpaid leaves of absence for the following reasons:

**Family Leave:** The birth of your child or placement of a child in your home for adoption or foster care. FMLA family leave must conclude within 12 months after the birth or placement of your child.

**Medical leave for yourself or family care:** A serious medical condition of yourself or a family member (child, spouse, parent or one who stood in place of a parent).

**Military Family Leave:** For any qualifying emergency arising out of the fact that a spouse, son, daughter or parent is a military member on covered active duty or call to covered active duty status.

A serious health condition is an illness, injury, impairment or physical or mental condition that involves in-patient care, treatment or supervision by a healthcare provider. A serious health condition includes any period of incapacity due to pregnancy or for prenatal care.

Any paid leave to which the employee is entitled at the time of the leave must be taken as part of the 12-week leave, with the remainder of the leave unpaid. In other words, if the employee is entitled to two paid weeks of PTO when he or she goes on leave and takes the full 12 weeks off, the employee will be paid for the first two weeks of leave and the remaining ten weeks without pay.

You may take up to a total of 12 weeks for family or medical leave in any 12 months period. A 12-month period is determined by reviewing the 12 months prior to the date the requested leave is to begin.

**Eligibility:** If you are an active employee, you are eligible for family and medical leave unless you have worked less than 1,250 hours during the 12-month period before the leave is to commence.

**Procedures:** After discussing your need for leave with your manager or supervisor, you should submit any request for an FMLA leave to the MAH home office at least 30 days prior to the date you wish to begin the leave if the need for leave is foreseeable.

**Medical certification:** Employees taking FMLA medical leave for self or family care must submit a medical certification to the MAH home office. MAH may request, at its own expense, a second medical opinion. Should the first and second opinions differ, MAH may require, at its own expense, the opinion of a jointly approved healthcare provider, whose opinion shall be binding. In addition, MAH may periodically require recertification of a medical condition.

In most cases, upon returning from FMLA medical leave for self-care, you will be required to provide medical certification that you are able to return to work. Requests for such certification will be job-related and consistent with the business necessity of MAH.

**Benefits and job continuation:** All benefits, if you elect, will continue through the leave period. You must continue to contribute your share of any medical and insurance premiums. If you are using PTO for your leave, you will be paid for holidays that occur during the paid portion of your leave. PTO will not be credited during any period of leave and you will not be paid for holidays that occur during unpaid periods of leave. When you return from FMLA leave, you will be restored to the same or an equivalent job position, unless your position has been affected by a reduction in force, reorganization or other changes that would have occurred had you not been on leave.

FMLA medical leave may be taken intermittently or on a reduced work schedule when medically necessary, subject to medical certification. In such circumstances, MAH may temporarily transfer you to an alternative position for which you are qualified and that better accommodates the requiring periods of leave. If a transfer is made, your pay and benefits will not be reduced.

#### **401(k) RETIREMENT PLAN**

MAH automatically enrolls all employees who have completed 60 days of employment into a company-sponsored 401(k) plan with a contribution of 3 %. Employees wishing to opt out of the plan must contact the home office within 60 days of employment.

#### **BENEFITS AT TERMINATION**

Insurance coverage normally ends on the last day of the month in which your employment ends, on the day on which you discontinue your coverage, or when you are no longer eligible. However, you will be given the opportunity to continue coverage under the provisions of federal law. The plan supervisor/regional manager will provide you with specific details within 30 days of your last day of employment.

## **OVERTIME**

It is our company policy to pay employees for all hours worked in accordance with Federal and State regulations. Those regulations require overtime pay for all non-exempt employees who work hours in excess of forty hours per week. No one will work beyond 40 hours **without prior approval from the home/regional office.** If an employee's hours during the first week of the pay period are less than 40 hours, **employees cannot make them up during the second week.**

**Unapproved overtime will be subject to disciplinary action up to and including termination.**

## **LEAVES OF ABSENCE**

A formal leave of absence is a period of time during which your absence from work is approved and your length of service continues to accumulate. A leave of absence may be granted for up to six months for full-time and regular part-time employees under certain circumstances. The employee's position will not be held unless required by law. Advance notice is required (except under extreme circumstance in which the home/regional office must be notified as soon as possible). Each case will be based on individual merit and the conditions existing within MAH. The employee will be required to use any PTO balance available. Once PTO is exhausted any time off during a leave of absence will be unpaid. When the employee contacts the company to return to work every effort will be made to place the employee in any available position for which they may qualify.

If an employee is a participant in the company's medical plan, participation may be continued while on leave of absence. The employee will be required to pay the amount normally withheld each pay period to continue coverage.

## **CONTINUING EDUCATION**

Upon completion of 90 days continuous employment. Professional licensed employees working at least 32 hours per week will be credited with 16 additional PTO hours at their normal rate of pay for time spent during scheduled clinic hours attending continuing education classes that are necessary to maintain Board certified professional licenses. The cost of the training is not included and will not be reimbursed by the company.

## **FUNERAL LEAVE**

Funeral leave will be granted to employees working at least 32 hours per week. You will be granted up to three consecutive calendar days off for the death of a spouse, child, son-in-law or daughter-in-law, brother, sister, grandparents, parents, mother-in-law or father-in-law. You will be paid for the hours you were regularly scheduled to work during the three calendar days you are absent after the date of death. PTO will not be charged for the time missed.

You should immediately notify the home office of the name and relationship of the deceased.

## **JURY DUTY**

An employee working at least 32 hours per week shall be granted a leave of absence for jury duty for the period of time called to serve on the jury. You will be eligible to receive your normal hourly rate for **the first week only** of jury duty. The first week is not charged against your PTO balance. You must submit a copy of the jury duty summons at least one week prior to

the time you are scheduled to serve. After completion of jury duty, you must furnish evidence, if requested, of having served for the time claimed. If you are subpoenaed by a court of law as a witness in a trial, The Company will give you time off without pay for the time required or you may use available PTO time.

### **QUESTIONS ON POLICY AND BENEFITS**

If, at any time, you have any question regarding your employment or our policies and benefits, you are encouraged to ask your supervisor/regional manager. If your supervisor/regional manager is not able to answer your question, please call the home office at 1-888-309-8239.

## **ACKNOWLEDGEMENT AND AUTHORIZATION**

I hereby acknowledge receipt of the handbook. I agree to familiarize myself with the handbook's content and to abide by the policies contained in it. I realize that the handbook contains company policies and procedures, but is not intended to be a complete and exhaustive explanation of those policies and procedures. I also understand that the company reserves the right to change its policies and procedures as it decides necessary. I understand and agree that this handbook does not constitute a contract of employment. I understand that I have the right to resign from employment at any time and for any reason, and that the company has the right to terminate my employment at any time and for any reason. However, any professional agreement between licensed professionals and the company supersedes this employment acknowledgment.

Date: \_\_\_\_\_

Your Signature: \_\_\_\_\_

Your Printed Name: \_\_\_\_\_

Facility: \_\_\_\_\_

PLEASE RETURN THIS PAGE TO THE HOME OFFICE  
1499 Windhorst Way, Suite 100, Greenwood, IN 46143  
1-888-309-8239