



# Employee Handbook

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## Welcome

At Gulf Regional Early Childhood Services, Inc., we believe that a good working relationship with our employees is key to our success. We also believe that a good working relationship starts with effective communication. Our *Employee Handbook* is our way of opening the lines of communication with new employees and maintaining lines of communication with current employees. We expect all employees to become thoroughly familiar with our policies, procedures, standards of conduct, and work rules, and to comply with the letter and the spirit of these important job requirements. But remember, no handbook can cover every situation or answer every question. We invite employees to share questions, problems or suggestions.

We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!

Sincerely,

Wendy McEarchern  
CEO/Executive Director

## Mission

*Strengthening early learning in South Alabama through  
Professional development programs for teachers and child care providers;  
Activities that enrich the lives of children and families;  
Information that elevates child care as a community resource; and,  
Partnerships with business and government to increase the availability of high-quality  
childcare.*

## Vision

*Leading the way to a brighter future for Alabama's children. Programs are strengthened,  
services enhanced, and resources are maximized.*

## **EMPLOYMENT PRACTICES AND POLICIES**

### **Our Expectations**

We expect all employees to be team players, and to treat coworkers, supervisors, and managers fairly, honestly, and with respect and cooperation. We consider a consistently positive, cooperative, self-motivated, courteous and professional attitude to be an essential function of every position. Employees must be able to relate to other people beyond giving and receiving instructions, get along with co-workers or peers without exhibiting behavioral extremes, perform work activities requiring negotiating, instructing, supervising, persuading or speaking with others, and respond appropriately to criticism from supervisors and managers. We expect each employee to be on time for work every day and to give 100% of the employee's skill, effort and attention to the employee's work. We expect all employees to work safely, improve quality, and maintain a positive attitude. We expect all employees to represent the Company in a positive and favorable manner in dealing with the community, the families and children we serve, our vendors and suppliers, and other businesses with whom employees come into contact.

### **Employment At-Will**

Our employment relationship should always be based on mutual trust and mutual satisfaction. Continued employment with the Company is "at-will." This means that either the employee or the Company can end the employment relationship at any time and for any reason, with or without prior notice. Our *Employee Handbook* does not require us to continue any employee's employment for a particular length of time, and it does not limit our right to end the employment relationship for any reason we deem sufficient. This handbook is not an employment contract for any definite term of employment, and none of the policies described in this handbook should be construed as an employment contract. Except by written agreement signed by the Company's CEO/Executive Director, no manager, supervisor, employee or other representative of Company has any authority to promise employment for a particular length of time, or to make any other promise or representation about continued employment.

This handbook supersedes the provisions and policies of any earlier versions of the handbook. Unless directly contradicted by policies in this handbook, however, any individual policies signed by an employee at hire and placed in the employee's personnel file remain binding on the employee. GRECS reserves the right to amend, add, or change the policies, procedures, and/or employee benefits listed in this handbook at any time, and without advance notice.

### **Commitment to Equal Employment Opportunity**

Gulf Regional Early Childhood Services, Inc. is committed to equal employment opportunity for all qualified persons. The Company provides equal employment opportunities to all employees and applicants for employment in all aspects of employment without regard to the individual's race, color, religion, national origin, age (40 and over), sex, sexual orientation, gender identity or expression, pregnancy (including childbirth and related medical conditions), disability, relationships with a person with a disability, genetic history, military service obligations, protected veteran status, political affiliations, workers' compensation claims, or any other characteristics, activities, or statuses protected by applicable laws.

As part of the Company's commitment to equal employment opportunity, where required by applicable laws and Executive Orders, the Company will take affirmative action to ensure that minority group individuals, females, disabled veterans, recently separated veterans, other protected veterans, Armed Forces service medal veterans, and qualified disabled persons are introduced into our workforce and considered for promotional opportunities.

It is the responsibility of each manager and supervisor to implement these policies to avoid any discrimination in employment. All employees are expected to recognize these policies and cooperate with their implementation.

The Human Resources Representative has been assigned as an Affirmative Action Officer to direct the establishment and monitor the implementation of personnel procedures to guide our affirmative action program throughout our Company.

To ensure that the Company can promptly investigate and, if appropriate, take prompt and effective action to redress violations of this policy, employees *must* promptly report any observed or perceived incident of discrimination by using our Grievance/Complaint Procedure.

Violations of this policy are not permitted and will result in disciplinary action, up to and including discharge.

### **Accommodation of Religion and Disabilities**

The Company will attempt to make appropriate accommodations of employee religious beliefs or practices and for employees who have difficulty performing essential job functions or complying with our policies because of physical or mental impairments or health issues, as long as the accommodation does not cause undue hardship to the Company or other employees. We also will attempt to make reasonable accommodations during the hiring process for applicants. If an employee or applicant requires such accommodations, contact the CEO/Executive Director or the HR Representative so that the Company can engage in an interactive process regarding the request and evaluate if and how the Company may provide accommodations. The Company will make every effort to handle accommodation requests sensitively and to protect the confidentiality of the information shared with us whenever possible.

### **Immigration Law Compliance**

The Company is committed to employing only people who are legally authorized to work in the United States. Every new employee must complete the Employment Eligibility Verification Form I-9 and show documents that prove identity and employment eligibility. Employees who are rehired similarly must complete another Form I-9 if the previous I-9 is more than three years old, is not accurate, or if we no longer have the original I-9 on file. The Company uses the E-Verify system after making a conditional offer of employment to ensure that every employee in the workforce is authorized to work in the United States. Employees will be notified if E-Verify does not confirm eligibility.

### **Employment of Relatives**

No individual may be hired, be promoted to, or otherwise hold a position within the Company if a member of that individual's immediate family is employed in an administrative capacity or

holds an administrative job in the Company or is a member of the Company's Board of Directors. Neither relative may be employed in a supervisory capacity to the other.

The term "immediate family" for purposes of this policy means spouse, mother, father, brother, sister, son, daughter, or a relative by marriage of comparable degree (*i.e.*, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law).

The terms "employed in an administrative capacity" or "administrative job" means employed in a position having responsibilities relating to the screening, nominating, selecting, hiring, supervising, disciplining, or terminating Head Start employees (collectively "Head Start employment decisions"). These terms specifically include the CEO/Executive Director, all Component Directors with authority over Head Start employment decisions (*e.g.*, Head Start Director, VP of Finance and Administration, HR Representative), and all Department Heads within the Head Start Program (*e.g.*, Family and Community Partnership Director, Program and Design and Management Director, Early Childhood Development Director).

The terms "employed in an administrative capacity" or "administrative job" also include Head Start Supervisors if the Supervisor is in charge of or directly responsible for Head Start employment decisions in or at the department, facility, or center where the family member works. An individual may work in or at another of the Company's departments, facilities, or centers if the employee's immediate family member is a Head Start Supervisor who has no authority over Head Start employment decisions at such department, facility, or center.

If an employee marries a co-worker thereby creating one or more of the "relative" relationships described above, and the continued employment in the same job would violate this policy, the Company will, if feasible, reassign one of the employees to a different job based upon the needs of the Company, and the employees' comparative length of service, skills and qualifications for the available job. If reassignment is not feasible, the employees generally will have ten days to decide which employee will resign. If neither employee resigns, the Company will decide which employee will be retained based upon the needs of the company, the employees' qualifications and skills, and their comparative length of service.

### **Employment Reference Checks**

For most positions, the Company requires applicants to provide employment references. The Company checks the employment references of all applicants for those positions to ensure they meet our qualifications and have a strong potential to be productive and successful.

The Company generally does not give employment references, and only will verify employment, provide dates of employment, and provide an employee's employment position. The Human Resources Representative will respond in writing only to those reference check inquiries that are submitted in writing on former employees. Responses to such inquiries will be limited to information that can be substantiated by our records. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry. No other manager, supervisor or other Company representative is authorized to give an employment reference on behalf of the Company or to release any other information about an employee to



fellow employees who have no legitimate business-related reason to know the information or to anyone outside of the Company.

### **Medical/Physical Examinations**

Job offers are contingent upon successful completion of any medical or physical examination required to determine whether the applicant is able to perform essential job duties or for other reasons of business necessity. The Company also may require a current employee undergo a medical or physical examination for the same reasons. The Company will choose the health care professional and pay for any required examinations. The company will keep all medical information separate from other personnel information. Only authorized personnel who have a legitimate business need to know may review the medical information.

### **Background Checks**

All offers of employment are conditioned on receipt of an acceptable background check. The Company conducts background checks on all applicants who accept a conditional offer of employment to ensure that individuals offered positions are well qualified and to maintain a safe and productive work environment for coworkers and for the children and families we serve. Background checks are required for jobs with licensed childcare or adult care facilities. Background checks may include verification of any information on the applicant's resume or application form. No employee will be allowed to begin work prior to the satisfactory completion of any required criminal history check. The Company also reserves the right to conduct background checks for current employees to determine eligibility for promotion or reassignment.

Background check reports are kept confidential and are only viewed by individuals involved in the employment decision process. If information obtained in a background check would lead the Company to deny employment or a promotion or take other adverse action such as discharge, the Company will provide a copy of the report to the individual. The individual will have the opportunity to dispute the report's accuracy with the third party who issued the report to the Company.

When conducting a background check, the Company usually reviews the individual's criminal history record, but also may examine driving records or credit records for particular jobs if deemed appropriate and job related. Applicants and employees must authorize in writing the background investigation as a condition of employment or continued employment.

When conducting criminal history records checks, the Company will inquire only about convictions and probation status, if any, and not about arrests, unless required by applicable laws. A criminal conviction does not automatically disqualify an applicant from employment or an employee from continued employment, promotion, or reassignment.

When reviewing an individual's criminal history in the course of making an employment decision, we consider the following factors: the individual's age when the illegal activity occurred; the time since the conviction; the nature of the crime, the nature of the job; and any relationship between the crime and the job; the severity or type of the conviction; the number (if more than one) of convictions; and whether hiring, transferring, promoting, or continuing to

employ the individual would pose an unreasonable risk. The applicant will be given an opportunity to review the criminal background check results and submit an explanation. If the individual attempts to withhold information or falsify information pertaining to previous convictions, the individual will be disqualified from further employment, denied promotion or transfer, or may be immediately discharged.

## **Employment Categories**

Employees may be classified as “exempt” or “non-exempt” for purposes of overtime pay eligibility, depending on job duties and method of compensation. Non-exempt employees will be paid 1.5 times the equivalent hourly rate of all hours worked in excess of 40 hours in a workweek (“overtime work”). Exempt workers are paid (usually in the form of a guaranteed salary) for performing a specific job, not for the number of hours worked, and are not paid extra for overtime work. An employee’s exempt or non-exempt job classification will be designated in the offer letter and/or job description. The exempt or non-exempt classification may be changed only with notification by senior management. Any employee who believes the job has been misclassified as exempt or non-exempt must contact their supervisor, an HR Representative, or the CEO as soon as possible and explain the reasons for such belief.

In addition to the non-exempt or exempt employee classifications, each employee also will be classified as regular full-time, regular part-time, temporary, or casual. The Company’s senior management may change an employee’s classification in writing at its discretion. Assignment of additional work hours or extension of a working period or assignment do not change an employee’s classification without such written notice.

Regular full-time employees are those workers who are not in a temporary status and who are regularly scheduled and expected to work a full-time schedule of 30 or more hours per week. In most cases, regular full-time employees are eligible for all company-provided benefit programs, subject to the terms, conditions, and limitations of each benefit program.

Regular part-time employees are those workers who are not in a temporary status and who are regularly scheduled and expected to work only between 20 and 30 hours per week. Part-time employees receive all legally mandated benefits, such as Social Security and workers’ compensation insurance. Part-time employees are not eligible for company-provided benefit programs.

Temporary status employees are those individuals hired to work on a temporary project or assignment, regardless of the number of hours the employee is scheduled to work on a weekly basis. Such assignments may be of definite or indefinite duration but end when the project or assignment is completed. Temporary employees receive all legally mandated benefits, such as Social Security and workers’ compensation insurance, but are not eligible for company-provided benefits such as PTO, health insurance, or paid holidays. Working beyond a specified assignment period does not change the individual’s employment status or benefit eligibility.

Casual (or “on-call”) status employees are those workers who have an ongoing employment relationship with the Company but who are called to work only on an intermittent or

unpredictable basis. Casual employees receive all legally mandated benefits, such as Social Security, worker's compensation insurance, but are not eligible for company-provided benefits.

Employees are also classified as 12-month employees and 10-month employees. (This handbook also may refer to 10-month employees as "instructional staff" or "teachers" or "center staff.") As the name indicates, 10-month employees are scheduled to work and expected to work for only ten months during the calendar year and have two months off work each summer. Due to these different work expectations, the Company provides a different number of paid holidays and different amounts of Paid Time Off (PTO) to 10-month employees than are provided to 12-month employees.

### **Introductory Period**

The first 90 days of employment are an introductory period for most newly hired, transferred/promoted, and rehired workers. The introductory period for teaching staff members is 180 days. During the introductory period, employees are closely evaluated on job performance and general fitness for the job. Unsatisfactory job performance during the introductory period may lead to discharge without warning. The Company reserves the right to shorten or lengthen any employee's introductory period. Employees in the introductory period are not eligible for company benefits, with the exception of paid holidays and some insurance benefits.

### **Performance Reviews**

The Company will review job performance on an on-going basis to ensure that employees are performing to the best of their abilities as well to suggest areas for improvement and development. There will be at least one "check point" review during the introductory period. The initial formal performance review is conducted after the employee's introductory period. Thereafter, performance reviews are conducted periodically. Performance reviews also will usually be conducted six months after a promotion or transfer to another position. Performance reviews are based on such factors as quality and quantity of work, job knowledge, initiative, attendance, personal conduct, and attitude toward the job and the other employees. The review presents an opportunity to discuss performance as well as to determine areas for improvement or development.

### **Reporting Misconduct, Legal Violations, or Policy Violations**

All employees are required to report known or suspected misconduct, violations of law, violations of Company policy, or any situation that does not appear to be in the Company's best interests. Employees must report these issues, even if it appears that a manager or supervisor is the one engaging in the misconduct or violations. Employees must promptly report these issues to the CEO/Executive Director, Head Start Director, another member of senior management, or the Board Chair. We assure all employees that no adverse action will be taken or allowed against anyone who honestly and in good faith reports these issues or who honestly and in good faith participates in any investigation of such complaints. Reporting these issues will not adversely affect any employee's employment. On the other hand, failure to report or retaliation against an employee who reports are grounds for discipline, including discharge.

## **Investigations**

Employees are required to cooperate and to assist management during investigations of suspected misconduct, unauthorized conduct, policy violations, performance issues, or other matters. To the extent practicable, investigations will be confidential with due regard for the sensitive nature of such complaints. Employees may be required to provide and sign written statements and to submit to reasonable searches of clothing, purses, lunch boxes or other containers, desks, toolboxes and personal vehicles. An employee's refusal to cooperate in an investigation, including a refusal to provide a written statement or submit to a search if requested to do so, is grounds for discipline, including discharge.

## **Retaliation Prohibited/Whistleblower Protection**

Employees and applicants must not be subjected to harassment, intimidation, adverse employment decisions, or any type of retaliation because they have (1) filed an internal or external complaint or grievance against the Company, a coworker, supervisor, or manager; (2) assisted or participated in an investigation, compliance review, hearing or any other activity related to the administration of any federal, state, or local law governing the Company; (3) opposed any act or practice of the Company which the individual reasonably believes is unlawful under applicable law; (4) requested accommodations of religious beliefs or disabilities; (5) requested or took military leave or leave under the Family Medical Leave Act or other job-protected leave under any other applicable law; (6) asserted or filed a claim for workers' compensation benefits; or (7) exercised any other legal right protected by federal, state or local law. To ensure that the Company can promptly investigate and, if appropriate, take prompt and effective action to redress violations of this policy, employees *must* promptly report any observed or perceived incident of retaliation by using our Grievance/Complaint Procedure.

## **Corrective Action**

We expect employees to accept responsibility for their own behavior, to follow our policies, procedures and rules, and to perform their jobs to the best of their abilities. If an employee fails to meet our expectations, we generally take corrective action based upon the nature of the violation, the individual circumstances, and an employee's previous disciplinary and performance history. We consider an unsuccessful attempt by an employee to violate a work rule or company policy to be as serious and grounds for discipline as an actual violation of a work rule or company policy. While we normally use progressive discipline when taking corrective action, we reserve the right to skip any step if circumstances warrant.

Corrective action may begin or continue with or include a written reprimand, warning or notice, including any written summary of any verbal reprimand, warning, or notice. The employee must sign all written reprimands, warnings, or notices. The signature does not mean agreement with the discipline but merely is to acknowledge the written warning or notice. Failure or refusal to sign when requested is insubordination and grounds for additional discipline, up to and including discharge. Written reprimands, warnings, or notices may include a statement whether it is the first, second, third, etc., reprimand, warning or notice for the same or similar misconduct or performance shortcoming or policy violation.

Corrective action may begin or continue with or include disciplinary probation. During this time, the employee's conduct and performance will be evaluated more closely at least once a month if

not more regularly. Corrective action may begin or continue with or include an unpaid suspension from work. The length of the suspension will vary depending upon the severity of the offense or performance shortcoming and the employee's prior disciplinary or performance record. Corrective action may begin or continue with or include a demotion or pay reduction.

Corrective action may begin or continue with a discharge from employment. Employees who fail to improve their conduct or performance after progressive discipline will be discharged. But we reserve the right to discharge an employee without first giving a verbal or written warning or a suspension, if we determine the circumstances justify immediate discharge. An employee might also be discharged at any point during or immediately after the initial introductory period for unsatisfactory job performance, without previous warning.

Before any Head Start or Early Head Start employee is discharged from employment as a disciplinary measure, management must first inform the Policy Council Executive Committee and obtain approval for the discharge.

### **Personnel Files and Information**

The Company maintains various personnel files on each employee. Medical information and drug or alcohol testing records will be kept in confidential medical records files separate from other personnel records. Personnel files are the Company's confidential business information. Except for internal business use, the Company generally will not release information from a personnel file to an employee or to anyone else, without an appropriate court order, subpoena or government request. Any unauthorized disclosure of information from an employee's personnel file is grounds for discipline, including discharge.

Employees may review their own individual personnel files by making a request and appointment to do so with the HR Representative. Personnel files may be reviewed only in the presence of the HR Representative or designee, at a time set by the HR Representative, and at the Company's administrative offices.

Employees are responsible for reporting to the Finance department any changes in contact, benefit information, deductions or paychecks.

### **Termination of Employment**

The Company recognizes several different circumstances under which our employment relationship may terminate.

*Resignation.* Employees who choose to leave the Company voluntarily are asked to give at least two weeks' written notice. The notice should include the reason for leaving and the last date the employee intends to work. The advance notice gives the Company the opportunity to find a replacement. The Company reserves the right to accept an employee's resignation effective immediately or at an earlier date. If an employee desires to take back or rescind a resignation notice, the employee must give a written request to do so before the effective date of the resignation. The Company reserves the right to reject any request to take back or rescind a resignation. To the extent possible, all resigning employees will have an exit interview. The purpose of the interview is to be certain the reasons for the employee's resignation are not

founded on a misunderstanding or erroneous situation. The interview will also cover what compensation the employee is due and when termination of benefits will occur. Employees are expected to turn in all company property immediately on the last day worked.

*Voluntary Quit.* An employee who quits *without* proper notice is classified as a voluntary quit. This is a poor practice. Absences on three consecutive workdays without notice will be considered a voluntary quit. Violation of the Company's leave policies is also considered a voluntary quit.

*Reduction-in-Force/Layoff.* Employees may be terminated ("laid off"), either individually or as part of a reduction-in-force, for purely economic or financial reasons, including lack of work, shortage of funds, abolition of positions, programs or services, or other material changes in jobs or the Company's organization.

*Administrative Termination.* An employee who is unable to work due to physical or mental impairment even with a reasonable accommodation or unable to return from a leave of absence fit for duty may be administratively terminated from employment.

*Discharge.* Involuntary termination of employment by the Company may become necessary due to the employee's lack of ability or failure to fulfill the requirements of the job. Although employees are subject to discharge at any time and for any reason, with or without prior notice, discharge generally involves termination for unsatisfactory job performance or disciplinary reasons. Discharges are always unpleasant and costly, and the company does not take the decision to discharge lightly. Advance notice may or may not be given depending on the circumstances surrounding the discharge. Employees are expected to turn in all company property at the time of discharge and will be escorted to leave company property immediately. Management has discretion to offer employees the opportunity to resign immediately in lieu of being discharged.

## **Re-Employment Policy**

Employees who leave the Company in good standing will be considered for open positions along with other applicants. This means that employees who properly gave notice of resignation, were laid off, or were administratively terminated are generally eligible for rehire if they maintained a satisfactory performance and attendance record. Employees who quit without proper notice or who were discharged for cause will not be eligible for re-hire. Employees who resign in lieu of being discharged are also not eligible for re-hire.

## **Grievance/Complaint Procedure**

Every employee has the right, and is encouraged, to discuss any area of employment with supervisors and to seek resolution of concerns on an informal basis. But the Company recognizes informal discussions may not produce satisfactory resolution of disputes about employment matters. The Company also recognizes that some instances of perceived treatment should not be addressed informally but must immediately be brought to management for investigation.

The Company provides a standard formal process for speedy investigation and resolution of employee complaints of conflicts with co-workers or supervisors, perceived improper or unfair treatment in disciplinary action, non-selection for positions, or pay decisions, or perceived

violations of policies forbidding discrimination, harassment, bullying, and retaliation, when the employee's informal efforts, if any, have not resolved an issue.

Employee grievances/complaints must be submitted in good faith and promptly within a reasonable period of time after the occurrence of the incident or issuance of the discipline upon which the grievance/complaint is based. Delays in filing a grievance/complaint for reasons within the employee's control may hinder the Company's ability to investigate and take remedial action if appropriate.

If the grievance/complaint involves an alleged violation of the Company's policies prohibiting discrimination, harassment, bullying, or retaliation, whether against the employee personally or against a co-worker, the employee must promptly report the situation to the CEO/Executive Director or the HR Representative. Merely reporting these issues to a supervisor or other manager is not sufficient to invoke the grievance/complaint process. If the employee's grievance/complaint involves decisions or actions by the CEO/Executive Director, the employee must promptly report the situation to the Chair of GRECs' Board of Directors or to the HR Representative (who must also inform the Board Chair). An employee in the Head Start or Early Head Start Program, who is not satisfied with management's investigation and decision concerning a grievance/complaint involving an allegation of discrimination, harassment, bullying, or retaliation may appeal the decision to the Policy Council's Executive Committee, whose decision will be final.

If the grievance/complaint does not involve potential violations of Company policies prohibiting discrimination, harassment, bullying, or retaliation, the employee generally is expected to follow the usual chain of command. For example, if an employee receives discipline from an immediate supervisor, the employee must appeal the discipline to the manager/director over the supervisor or to the HR Representative for an investigation and decision. If the employee is dissatisfied with the decision of the manager/director or the HR Representative, the employee may appeal to the CEO/Executive Director for a final decision.

While employees may initiate a grievance/complaint verbally, as part of our formal process, employees will be required to state the grievance/complaint in writing to ensure there is no misunderstanding concerning the nature and scope of the employee's concerns. The Company prefers that employees take care to provide the following in any written grievance/complaint: an explanation of the basis for the employee's concern; full names of any alleged offenders and witnesses who have knowledge of the facts involved; a statement of any policy, rule, regulation and/or procedure believed to have been misapplied or violated; date(s) and description(s) of alleged misconduct, unfair treatment, or policy violation or any disciplinary action(s) being appealed; previous discussion(s), if any, the employee has had with supervisor(s) about the issues and any decisions or actions by supervisor(s); and the specific remedy the employee requests.

The Company will promptly investigate all grievances/complaints and will endeavor to handle these matters expeditiously and in a professional manner so as to protect the grievant and other individuals providing relevant information. To the extent practicable, investigations will be confidential. All employees must cooperate with any investigation of a grievance/complaint. If, after completing our investigation, we determine that a grievance/complaint is valid, we will take prompt and appropriate remedial action. Depending on the circumstances, remedial action may

include disciplinary action, up to and including discharge, against any persons engaging in misconduct.

## **PRODUCTIVE WORKING ENVIRONMENT POLICIES**

### **Standards of Conduct**

Good conduct is essential for a safe, happy and productive workplace. Employees must become thoroughly familiar with and abide by all rules, policies and procedures, including our safety rules. Employees should use common sense and exhibit courteous and considerate behavior towards everyone. Gossiping, needless or excessive griping (particularly to those without authority to remedy a complaint), loud talking, cursing or vulgar or profane language, are inappropriate. Carelessness or recklessness or neglect causing inaccurate records, performance problems, damage to Company property, customer property or co-workers' property, or an unsafe condition or an accident are also not permitted.

The following misconduct or violations of work rules are deemed to be unacceptable and may result in discharge upon the first offense:

- Child abuse or neglect
- Conviction of a felony
- Deliberately damaging company property or property belonging to a co-worker, a vendor, or any child or family served by the Company
- Failure to use positive guidance techniques when dealing with children and students
- Failure to use or wear safety equipment where required
- Failure to report known child abuse or neglect
- Dishonest communications or falsification of an application or company records
- Fighting, threatening, or attempting bodily injury to another person while at work or on company property
- Indecent or immoral behavior on company property
- Insubordination, including refusal to sign disciplinary notices or warnings
- Possession or use of guns, knives, weapons, explosives, etc. on company property or work areas
- Refusal to cooperate with Company investigations or other investigations involving Company business
- Reporting to work or working under the influence of alcohol or prohibited drugs
- Sleeping while on duty
- Testing positive for drugs on a company-administered drug test
- Theft of company property or personal property of another
- Unauthorized alteration of company machinery or equipment
- Unauthorized disclosure of confidential information
- Unauthorized use of company time, materials, tools, etc. for personal gain
- Violation of safety rules which could result in serious injury to self or others
- Violation of timekeeping rules
- Violation of policies forbidding discrimination, harassment, bullying, or retaliation



The following misconduct and violations of work rules are also unacceptable and may result in disciplinary action:

- Horseplay or practical jokes
- Contributing to unsanitary conditions
- Leaving work area without permission
- Failure to provide an acceptable quality of work
- Repeated tardiness or absence; failure to report to work without satisfactory reason
- Smoking in restricted areas
- Unauthorized solicitations or posting of materials on company bulletin board
- Improper operation of any vehicle on company property
- Unauthorized use of company telephones, computers, or internet connections

The above lists are not all-inclusive. The Company reserves the right to take corrective action for any behavior it deems inappropriate for the efficient operation of the business.

### **Harassment and Bullying**

We strive to maintain a professional workplace free from all forms of harassment and bullying. All employees are entitled to fair, courteous, and respectful treatment. The Company expects our employees, including managers and supervisors, and all third parties with whom our employees have contact, such as representatives of clients, customers, vendors, and suppliers, to act in a courteous and professional manner. We will not tolerate any form of harassment or bullying that could contribute to a hostile or offensive workplace for any employee, whether committed by a manager, a supervisor, an employee, or any other person, such as representatives of third-party clients, vendors, or suppliers. The Company also will not tolerate any of our employees engaging in harassment of representatives of clients, vendors, suppliers, or of visitors or other third parties in our workplace or during work-related activities.

While it is not possible to fully define or describe everything we might consider to be harassment in violation of this policy, prohibited harassment generally includes any hostile, threatening, intimidating, offensive, insulting or demeaning words or conduct directed at or experienced by an individual, directly or indirectly. Examples of prohibited acts of harassment may include offensive, insulting, demeaning, vulgar, profane, or obscene verbal acts such as remarks, stories, jokes, slurs, name-calling, or statements, or physical acts such as unwanted touching, pranks, gestures, assault, blocking normal movement or interfering with work, or acts of physical violence or intimidation, and visual or written displays such as emails, pictures, cartoons graffiti, posters, photography, cartoons, or drawings.

The Company expressly prohibits any form of harassment based on any and all of the protected categories and protected activities listed in our Commitment to Equal Employment Opportunity statement. This means the Company also prohibits harassment on the basis of race, color, religion, national origin, age (40 and over), sex, sexual orientation, gender identity or expression, pregnancy (including childbirth and related medical conditions), disability, relationships with a person with

a disability, genetic history, military service obligations, protected veteran status, political affiliations, workers' compensation claims, or other activities or statuses protected by law.

The Company expressly prohibits harassment or bullying because of race or color or national origin as part of its general commitment to the prevention of workplace harassment. While it is not possible to identify all verbal and physical conduct of a racial or ethnic nature that is prohibited under this policy, examples of prohibited conduct include but are not limited to the use of racial or ethnic epithets, racial or ethnic slang, racial or ethnic slurs and racially or ethnically derogatory terms, racially-oriented jokes or ethnic jokes or comments, including the use or statement of racial or ethnic stereotypes, or display in the workplace of racially offensive pictures, posters, objects, graffiti, or drawings, regardless of the race or color of the individual engaging in the misconduct.

Employees may not refuse to work or cooperate with, withhold services from or otherwise harass, intimidate, degrade or isolate a co-worker because of a known or suspected disability or disease, or because of a co-worker's association with a person with a disability or disease.

The Company considers the following behaviors as examples of bullying prohibited by this policy:

**Verbal bullying:** Slandering, ridiculing or maligning a person or the individual's family; persistent name calling that is hurtful, insulting or humiliating; using a person as a butt of jokes; abusive and offensive remarks.

**Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property.

**Gesture bullying:** Nonverbal threatening gestures; glances that can convey threatening messages.

**Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person.
- Shouting or raising voice at an individual in public or in private.
- Using non-verbal or obscene gestures.
- Not allowing the person to speak or express himself or herself (i.e., ignoring or interrupting).
- Personal insults and use of offensive nicknames.
- Public humiliation in any form.
- Constant criticism on matters unrelated or minimally related to the person's job performance or description.
- Ignoring or interrupting an individual at meetings.
- Public reprimands.
- Repeatedly accusing someone of errors that cannot be documented.

- Deliberately interfering with mail and other communications.
- Spreading rumors and gossip regarding individuals.
- Encouraging others to disregard a supervisor's instructions.
- Manipulating the ability of someone to perform work (e.g., overloading, under loading, withholding information, assigning meaningless tasks, setting deadlines that cannot be met, giving deliberately ambiguous instructions).
- Inflicting menial tasks not in keeping with the normal responsibilities of the job.
- Taking credit for another person's ideas.
- Refusing reasonable requests for leave in the absence of work-related activities, such as meetings.
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property).

All managers and supervisors have a responsibility to stop or prevent harassment or bullying if such misconduct occurs in their presence. All managers and supervisors have a responsibility to report any observed or reported harassment or bullying for further investigation, even if no employee complains or an employee does not want to complain. A manager's or supervisor's failure to carry out these responsibilities may result in disciplinary action for the manager or supervisor, up to and including discharge. But any manager's or supervisor's failure to carry out these responsibilities does not relieve each employee's own personal responsibility for personally reporting violations of this policy.

All supervisors and managers are informed of this policy and have been instructed as to what constitutes proper and improper behavior. We are prepared to promptly take steps necessary to enforce this policy. Violations of this policy will result in disciplinary action, up to and including discharge.

The Company strongly encourages all employees to come forward with complaints about violations of this policy. We assure all employees that no adverse action will be taken or allowed against anyone who honestly and in good faith reports violations of this policy or who honestly and in good faith participates in any investigation of such complaints. False accusations of harassment or bullying cause harm to innocent people, and such conduct will not be tolerated.

We encourage (but do not require) any employee who experiences any form of harassment or bullying to inform the offender(s) or harasser(s) that the conduct is unwelcome or offensive and should stop, if the employee believes it is safe to do so.

Each employee has a personal responsibility to report or complain about violations of this harassment and bullying policy, whether the employee is a victim of the misconduct or the employee is a witness to misconduct occurring towards a co-worker. To ensure that the Company can promptly investigate and, if appropriate, take prompt and effective action to redress violations of this policy, employees *must* promptly report any observed or perceived incident of harassment or bullying by using our Grievance/Complaint Procedure.

## **Professionalism and Teamwork**

Employees must conduct themselves in a manner that reflects positively on our program and on the team as a whole. Professional behavior is required in public, online, and in any other circumstances where an employee's behavior may reasonably reflect on the program and/or profession. Employees must work as a team and with a spirit of cooperation, friendliness, professionalism, and helpfulness. We expect employees to exhibit a positive attitude and use initiative and resourcefulness in responding to the needs of those we serve. The Company considers all employees to be adults who are capable of resolving most, and hopefully all, interpersonal relationship problems without intervention by management. If an employee encounters a problem with a parent, service partner, vendor, etc. that the employee is unable to resolve in a professional manner, the employee must not argue with the other person but instead must refer the problem to a supervisor or a manager.

## **Insubordination**

We expect employees to perform job assignments promptly, to carry out all instructions from supervisors and managers, and to act with respect towards supervisors and managers. Refusing or failing to carry out instructions, including an unreasonable refusal to work overtime, is grounds for discipline, including discharge. Rude comments or behavior or verbal abuse, including profanity or name calling, directed at a supervisor or manager is also considered insubordination. Insubordination also includes a failure or refusal to cooperate with investigations of misconduct or violation of policy. Insubordination also includes failure or refusal to sign written acknowledgments of the Company's employment actions (such as a written disciplinary notice or warning or a written performance evaluation). Insubordination is grounds for discipline, including discharge.

We understand that a refusal or failure to carry out instructions may result from a misunderstanding of the instructions or a fear of unsafe work. Employees are encouraged to ask for clarification of instructions if not fully understood. And if an employee believes in good faith that performing as instructed would put the employee or others in imminent danger of bodily harm, or would cause the employee to do something that is illegal, unethical or a violation of company policy, the employee should respectfully inform the supervisor about this belief and request to speak to a manager or the supervisor's supervisor.

## **Confidentiality**

All information regarding children, families, employees, and donors must be maintained in the strictest confidence. This information includes all on file at the organization and any information obtained while an employee.

Information regarded as confidential, including payroll, financial statements, customer lists, price lists and other information, should be handled carefully. Managers should instruct their staff coming in contact with this information as to what is confidential and should require that staff write "PERSONAL AND CONFIDENTIAL" on such materials on the outside of any envelopes and correspondence.

Employees should be instructed that upon receipt of materials marked “PERSONAL AND CONFIDENTIAL,” these materials should be left sealed, to be opened by the individual to whom they are addressed.

Confidential information regarding the Company or the customers we serve should in no way be divulged verbally, in written correspondence or e-mail.

Employees also may have access to Protected Health Information (PHI) of children and families maintained by the Company that may be protected by the Health Insurance Portability and Accountability Act (HIPAA).

Protected Health Information (PHI) is individually identifiable health information including demographic data that relates to:

- The individual’s past, present or future physical or mental health or condition,
- The provision of health care to the individual, or
- The past, present, or future payment for the provision of health care to the individual.

Individually identifiable health information includes many common identifiers (e.g., name address, birth date, and Social Security number).

All employees who have access to PHI will receive the appropriate training relating to the HIPAA regulations. Any breach of privacy or confidentiality will be subject to disciplinary action.

The Vice President of Finance and Administration is designated as the HIPAA Compliance Officer (HCO). Any questions or concerns regarding the HIPAA regulations should be referred to the HCO.

All records governed by the HIPAA policy will be maintained for a period of six years unless a state law requires a longer period of retention. After the required retention period, the records will be destroyed according the Company’s record destruction policy.

Employees must not to communicate, disclose, divulge or make available to any person or entity any confidential information, except upon the prior written authorization of the CEO/Executive Director or designee or as may be required by law or legal process. Every employee has the duty to disclose to the CEO/Executive Director and senior management any known or suspected breach of confidentiality. Any unauthorized disclosure of confidential information is strictly prohibited, and grounds for discipline, including discharge.

## **Conflicts of Interest**

Employees must avoid conflicts of interest. Questions about whether a particular situation constitutes a conflict of interest should be addressed to the CEO/Executive Director.

When conducting business with another company, employees must work within the guidelines set up and controlled by Company management. Business dealings with other companies should not result in unusual gains for those companies. “Unusual gains” include bribes, product

bonuses, special fringe benefits, unusual price breaks, and other windfalls that will benefit the other company or an employee at the other company.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision or have business dealings on the Company’s behalf that might result in a personal gain for the employee or the employee’s spouse/partner or other relatives. No employee shall participate in the selection or administration of a vendor or contracts when the employee, the employee’s spouse/partner, or any member of the employee’s immediate family, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the vendor selected.

We do not automatically assume that there is conflict of interest if an employee has a relationship with another company. An employee must tell the Executive Director or another senior manager or officer of the Company as soon as possible if the employee has any influence on transactions involving purchases, contracts, or leases by the other company. Advising management about the possibility of an actual or potential conflict of interest will allow management to set up safeguards to protect everyone involved.

Improper personal gains can also result from situations where an employee or the spouse/partner or other relative of the employee receives a kickback, bribe, substantial gift, or special consideration because of a transaction or business dealing involving the Company. Employees must not solicit or accept gratuities, favors, or anything of monetary value from vendors or parties to sub-agreements. Employees must discourage the offer of, and decline, individual gifts or gratuities of value in any way that might influence the purchase of supplies, equipment, contracts, and/or services. Employees must notify their immediate supervisors if they are offered such gifts.

**Positive Guidance (Students and Children)**

In compliance with Head Start Performance Standards and consistent with the National Association for the Education of Young Children’s Developmentally Appropriate Practices, the Company requires the use of only positive guidance techniques with children and forbids the use of corporal punishment, isolation, and physical, emotional or verbal abuse. Positive guidance techniques must be used to help children develop healthy self-images, self-control, self-regulation and overall healthy emotional development.

<i>Acceptable Guidance Techniques</i>	<i>Unacceptable Guidance Techniques</i>
<ul style="list-style-type: none"> <li>• Modeling appropriate behaviors and expressions of feelings</li> <li>• Positive reinforcement methods such as noticing appropriate behaviors, making positive comments, and giving children positive attention</li> <li>• Interacting with children in a nurturing and caring way</li> <li>• Showing interest in what the children say and do</li> </ul>	<ul style="list-style-type: none"> <li>• Spanking</li> <li>• Hitting</li> <li>• Slapping</li> <li>• Pulling hair</li> <li>• Grabbing</li> <li>• Shaking</li> <li>• Jerking</li> <li>• Biting</li> <li>• Screaming</li> <li>• Teasing</li> </ul>

<ul style="list-style-type: none"> <li>• Gently and calmly redirecting children’s inappropriate behavior</li> <li>• Arranging the environment to discourage inappropriate behavior</li> </ul>	<ul style="list-style-type: none"> <li>• Humiliating</li> <li>• Insulting</li> <li>• Using time out or any other form of isolation</li> <li>• Excluding children from play</li> <li>• Confining children in small areas or structures</li> <li>• Withholding food</li> <li>• Using food as a reward for appropriate behavior</li> <li>• Threatening</li> <li>• Frightening</li> <li>• Laughing at or using sarcasm with children</li> <li>• Talking about children’s behavior in front of the child, in front of other staff and/or parents, or in front of other children</li> </ul>
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### **Outside Employment**

Work-related activities and conduct away from GRECS must not compete with, conflict with or compromise the company’s interests or adversely affect job performance and the ability to fulfill all job responsibilities. Employees are prohibited from performing any services for contacts of GRECS that are normally performed by the agency. This prohibition also extends to the unauthorized use of any company tools or equipment and the unauthorized use or application of any company confidential information. In addition, employees may not solicit or conduct any outside business during work time. Employees may not engage in service areas in direct or indirect competition with GRECS, in the fields of family services and/or early childhood education, including but not limited to: consulting, training, or grant writing. Any outside employment that interferes with employment with us, such as tardiness, absences, conflicts of interest, and the sharing of confidential information, or otherwise violate this policy is grounds for discipline, up to and including discharge.

### **Social Media**

The Company understands that social media can be a fun and rewarding way for employees to share life events and opinions with family, friends and co-workers around the world. But use of social media can also present certain risks and carries certain responsibilities. To assist employees in making responsible decisions about use of social media, we have established these guidelines for appropriate use of social media.

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, as well as any other form of electronic communication. Every employee is personally and solely responsible for what the

employee posts online. Online conduct that adversely affects an employee's job performance, co-workers' job performance, or otherwise adversely affects customers, suppliers, people who work on behalf of the Company or our legitimate business interests may result in corrective action up to and including discharge.

Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and is considered grounds for corrective action up to and including discharge.

Employees must always be fair and courteous to fellow employees, customers, suppliers or people who work on behalf of the Company when using social media. Employees are more likely to resolve work related complaints by speaking directly with co-workers or by using our Grievance/Complaint Procedure than by posting complaints on social media. If an employee decides to post complaints or criticism, the employee must avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, and threatening or intimidating, that disparages customers, employees or suppliers, or that violates confidentiality obligations, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment based on race, sex, disability, religion or any other status protected by law or Company policy.

Employees should always be honest and accurate when posting information or news, promptly correct mistakes, and be open about any previous posts that have been altered. Because the internet archives almost everything, even deleted postings can be searched. Employees must never post any information or rumors that the employee knows to be false about the Company, fellow employees, customers, suppliers, people working on behalf of the Company, or competitors.

When posting on social media, employees must always maintain the confidentiality of Company trade secrets and private or confidential information. Employees must not post internal reports, policies, procedures or other internal business-related confidential communications without authorization.

Employees must not create a link from a personal blog, website or other social networking site to a Company website without identifying themselves as a Company employee. Employees should express only personal opinions and must never represent themselves as spokespersons for the Company. If the Company is a subject of the content an employee creates, the employee must be clear and open about the employment relationship and make clear that expressed views do not represent those of the Company, fellow employees, customers, suppliers or people working on behalf of the Company. Employees should include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of Gulf Regional Early Childhood Services, Inc."

Employees must refrain from using social media while on work time or on equipment we provide, unless the social media use is work-related as authorized by management or consistent with the Company Property and Equipment Policy. Employees must not use Company provided



email addresses to register on social networks, blogs, or other online tools utilized for personal use.

Employees should not speak to the media on behalf of the Company without authorization from senior management. All media inquiries should be directed to the CEO/Executive Director, or an appointed member of management.

Administrative rights to each social media account (Facebook, Twitter, Snapchat, Tumblr, Instagram, etc.) established by the Company should be limited to designated on-site staff, and rights to those accounts must be made accessible to management. Activity on any GRECS social media account should be monitored appropriately by designated staff. Questions about administrative access or Company activity on any social media platform should be directed to the GRECS Communication Specialist.

### **Company Property and Equipment**

The Company provides employees with equipment, property, materials, and written information to help employees perform their jobs. Employees are responsible for protecting and controlling Company property, equipment, materials, and written information. Examples of Company property that might be provided include: Client Lists, Credit Card(s), Uniforms, Laptop Computer and/or iPad, Badges, Keys, Manuals, Security Passwords, and Written Material(s).

Employees must return any property, equipment, materials, or written information promptly upon request by management and immediately at termination of employment for any reason. If an employee does not return our property, equipment, or materials, the Company may deduct replacement costs from the employee's regular or final paycheck to the fullest extent allowed by applicable law. We may also take legal action to recover our equipment, property, materials, or written information.

### **Dress Code/Personal Appearance**

Proper dress and grooming generate a feeling of well-being and confidence. Employees should be appropriately groomed during work hours. Extremes in dress or appearance do not belong in the workplace. The Company expects and requires each employee to exercise good judgment in selecting clothing for work and to dress in a professional, appropriate, and business-like manner. Hair, beards, and mustaches must be kept clean, neat, and groomed. Clothes should be neat, clean, in good repair, and free from distracting or offensive pictures, words, logos, or advertisements. Employees should avoid wearing extremely short skirts, ultra-low necklines, tight-fitting clothing, or clothing that shows undergarments. Clothing with the logos or names of any competitor of the Company are not acceptable. Managers and supervisors should monitor their employees' appearances to ensure appropriate, safe dress. Management may send employees home to change if appearing at work with unacceptable clothing. A non-exempt employee's time off work to do so will be without pay.

The general dress code for employees working in Company offices or in centers or partner worksites with access to families, children, and the public includes the following guidelines:

Shirts/Blouses: Shirts and blouses must be professional and moderately conservative. Dress shirts, polo or golf style shirts, or other pullover shirts or blouses may be worn. Employees must not wear

any sheer or “see-through” or mesh shirts, “spaghetti strap” or halter-tops or blouses in the office. Low-cut, sheer, midriff or crop-top blouses or shirts also are not acceptable.

Slacks/Pants: All slacks and pants must fit properly as not to reveal undergarments. Shorts, cutoffs, sweat pants or workout clothing, and jeans are not acceptable.

Skirts/Dresses: Dresses and skirts must be professional and moderately conservative. All skirts and dresses must end just above, at or below the knees. Slits in skirts must not exceed knee height. Culottes that end just above, at or below the knees, are well fitted, and look like a dress/skirt, are allowed. Sundresses, backless dresses, or party style attire are unacceptable.

Foot Wear: Employees are expected to use professional discretion in choosing foot wear.

Exceptions regarding the dress code may be made for Fridays and other designated casual days.

Those employees engaged in working around machinery with moving parts must have the cuffs of their shirts buttoned if wearing long-sleeve shirts and also have their shirts tucked in. Care must be given not to be wearing anything that could be caught in moving machinery.

Maintenance staff must wear closed toed shoes and GRECS issued uniform pants and shirts. Upon issue, company uniforms become the responsibility of the employee for maintenance and care. Uniforms are made from “wash and wear,” “wrinkle-free” materials that may be washed and dried with other personal garments and do not require ironing or other special treatment before being presentable to wear at work. In the event a uniform needs repair or replacement, employees must return the uniform in exchange for a replacement. While normal wear and tear is expected, excessive damage or loss of company uniforms may result in disciplinary action. The Company may issue new uniforms periodically or require uniforms to be returned for special purposes (e.g., logo change, corporate color change). Employees will be given notice of the exchange, and the Company will provide suitable replacement uniforms.

## **SAFETY, SECURITY, AND HEALTH POLICIES**

### **Drug and Alcohol-Free Workplace**

The Company is committed to being a drug-free and alcohol-free workplace. Our employees must be physically and mentally fit to perform their duties in a safe and efficient manner. The Company prohibits the possession, use, distribution, sale, or dispensing of alcohol, illegal drugs or other controlled substances (for which the employee has no medical prescription) on Company property, on customer property, at Company worksites, or in Company vehicles. The Company also prohibits reporting to work under the influence of alcohol, or with illegal drugs or other controlled substances in the employee's system. The Company prohibits the possession, use, distribution, sale, or dispensing of drug paraphernalia (including anything used, designed, or intended for illegal or improper use of any drug) on Company property, on customer property, at Company worksites, or in Company vehicles. Employees who violate these rules are subject to discipline, up to and including immediate discharge. This policy does not prohibit moderate use of alcohol at management-approved meetings or events or in connection with business meals or entertainment or in an appropriate social setting, when authorized by the CEO/Executive Director.

To protect the best interests of employees and the public, the Company will take whatever measures are necessary to determine if alcohol or illegal drugs are located on or are being used on Company property. Measures that may be used will include but not be limited to searches of people and of personal property located on Company premises, which may be conducted by law enforcement authorities or by management. The Company may require employees to undergo a drug or alcohol test on a random basis, following a workplace accident, or after developing a reasonable suspicion of any violation of this policy. When urinalysis and/or blood tests are requested or necessary, samples will be taken under the supervision of an appropriate health-care professional. The above-mentioned searches and drug/alcohol tests will not be conducted if an individual refuses to submit. Refusal to permit a search or to take a test if instructed, interference or tampering with a test, or a confirmed positive test result are all grounds for discipline, up to and including discharge.

Employees experiencing problems with alcohol or other drugs are urged to voluntarily seek assistance to resolve such problems before they become serious enough to require management referral or disciplinary action. Employees may ask questions or raise concerns with the HR department in confidence and without fear of reprisal.

Within five days of an employee's criminal conviction for any drug-related activity, the employee must report the criminal conviction to the HR Representative or CEO.

### **Medication in the Workplace**

Employees should avoid using over-the-counter or prescriptive medication that has adverse side effects such as drowsiness, impairment of judgment, impairment of reflexes, or decreased reaction time. If the employee is using such medication, the employee must inform the HR Representative about the medication. Prescription drugs may be brought upon Company premises only by the person for whom they are prescribed. Prescription drugs shall only be used by the person to whom they are prescribed by a licensed physician and in the manner, combination, and quantity

prescribed. On request, the employee may be required to provide a copy of any prescription or the medication in its original container. If in management's judgment medication may cause performance or safety problems, the employee may be placed on unpaid leave of absence (unless the employee has accumulated paid time off) while taking the medication.

### **Workplace Violence Prohibited**

The Company does not tolerate violent behavior committed by or against employees and strictly prohibits employees from making threats of, or engaging in, violent behavior on Company premises, in Company vehicles, or while on Company business on customer property or elsewhere. Examples of unacceptable violent behavior include: intentionally injuring another person; physically injuring any other person (even if unintended) while threatening bodily harm or damage to property; expressly or implicitly threatening physical injuries or damage to property; brandishing or using a firearm, knife, or other weapon towards or on another person or another's property; or otherwise engaging in any direct or indirect intimidating, abusive or threatening language, actions or behavior that creates a reasonable fear of physical injury in another person (including, but not limited to fistfights, wrestling or other forms of physical fighting with or without weapons). If an employee feels threatened or in danger of violent behavior, the employee should call the police (911), tell a supervisor or manager, and promptly report the threat to the Human Resources Representative.

### **Weapon-Free Workplace**

Except as provided below, regardless of whether an employee possesses a concealed weapon permit or is allowed by law to possess a weapon, dangerous weapons are prohibited on any Company property or inside any Company office, in any Company vehicle, or in any location in which the employee represents the Company for business purposes. "Dangerous weapons" include firearms, explosives, knives and other weapons that might be considered dangerous or that could cause harm. Employees are responsible for making sure that any item possessed by the employee at work or while on Company business is not prohibited by this policy. All GRECS workers are subject to this provision, including contract workers and temporary employees as well as visitors and customers on company property.

The Company does not restrict the transportation or storage of a lawfully possessed, privately-owned firearm or ammunition in an employee's privately-owned vehicle while parked or operated in parking area owned or leased by the Company, if all of the following conditions are present:

- The employee's possession, ownership, or use of the firearm or ammunition is not prohibited by state or federal law.
- If an employee has a valid concealed weapons permit, the employee may store or keep a lawfully possessed, privately-owned pistol or a long gun and/or ammunition in the personal vehicle, if the vehicle is parked or operated in a Company parking area where it is otherwise permitted to be.
- If an employee does not have a concealed weapons permit, but does possess a valid Alabama hunting license, the employee may, during an Alabama hunting season, store or keep a lawfully possessed, privately-owned unloaded long gun (not a pistol) which is legal for hunting and/or

ammunition in the personal vehicle, if the vehicle is parked or operated in a Company parking area where it is otherwise permitted to be. The employee also must have never been convicted of a crime of violence, has no documented prior workplace incidents involving the threat of physical injury or which resulted in physical injury, and is not subject to a domestic violence court order.

- If the vehicle is attended by the employee, the firearm or ammunition must be kept from ordinary observation within the vehicle. If the vehicle is unattended, the firearm or ammunition must be kept from ordinary observation and locked within the interior of the vehicle, or in a locked compartment or container within the interior of the vehicle, or in a locked compartment or container that is securely affixed to the vehicle.

An employee's storage or transportation of a firearm on a Company parking area in full compliance with this policy is not grounds for discipline. If management believes an employee presents a risk of harm to self or others, management may ask the employee whether there is a firearm in the employee's vehicle. Refusal to respond is grounds for discipline. If the employee states there is a firearm in the personal vehicle, management may inquire to ensure the employee is in compliance with the above provisions. If the employee is not in compliance, the employee may be disciplined up to and including discharge.

### **Domestic Violence**

For the safety of all staff, volunteers, visitors, and guests, GRECS requires documentation on file of any restraining orders, orders of protection, or police reports involving domestic or other violence against employees. This information is stored securely, kept strictly confidential, and does not affect job security or eligibility for promotion or advancement.

### **Workplace Safety**

The Company is committed to providing a safe and healthful workplace for employees. The Company will not knowingly permit unsafe conditions to exist, nor will it permit employees to indulge in unsafe acts. Employees must also be safety conscious. If an employee believes a job activity poses a hazard or risk of bodily harm, the employee should not perform that job or activity, and immediately report such concerns to the supervisor or manager. If an employee does not know a safe method to perform a task, the employee should immediately inform the supervisor or a manager. Employees should also immediately report to the supervisor or management if an employee observes any condition that appears to be unsafe, including any faulty or damaged equipment. Supervisors are responsible for the working conditions within their department. A supervisor should remain alert at all times to dangerous and unsafe conditions, recommend corrective action, discipline employees who habitually create or indulge in unsafe practices, assess new or changed situations for inherent dangers, and follow up on employee suggestions for corrective action. Disregard for safety or failure to report or to promptly report or correct safety problems is grounds for discipline, up to and including discharge.

### **Reporting Work Related Injury, Illness or Accident**

We consider it very important for employees to report all work-related injuries, illnesses or accidents. Even a minor injury could lead to a major health problem. If an employee is injured,

becomes ill, or has an accident on-the-job, the employee must report the injury, illness, incident or accident to the employee's supervisor and HR department, as soon as possible but no later than the end of the workday, no matter how slight it might seem. Other employees involved in any on-the-job accident or injuries to co-workers or who witness any on-the-job accident or injuries to co-workers also have the same duty to report the accident or injuries as soon as possible. In the case of an emergency or other reason that prevents the employee from reporting, the employee must report workplace injuries, illnesses, or accidents within 24 hours after the accident or injury, or development of the illness. Failure to promptly report workplace injuries, illnesses, or accidents is grounds for discipline, up to and including discharge. Retaliation against an employee for reporting workplace injuries, accidents, or illnesses is also grounds for discipline, up to and including discharge.

### **Keys and Alarm Codes Issuance**

The Company limits access to its facilities for the protection of Company property, information, and those individuals working and learning in our facilities. Keys to specific areas, e.g. offices, lecture halls, classrooms, housing, storage spaces, mechanical spaces, high voltage spaces, etc., will be issued to employees with the approval of the appropriate Department Head or Director. Keys issued to Facilities employees for spaces other than Facilities occupied spaces must be approved by the Department occupying the space or facility. Each key issued to employees, contractors, or visitors shall be documented by Operations. No key shall be transferred from one person to another without being returned to Operations for appropriate re-issue. Each key will be attached to a GRECS issued tag, labeling its purpose and holder. All keys referred to in this policy are the property of GRECS and are not to be duplicated by anyone without approval from administration. Duplication of a key, or the possession of an unauthorized duplicate, may result in appropriate disciplinary action.

Employees also may be provided with entry or alarm codes to Company alarm systems. Staff must never give the entry code or alarm code to anyone including other GRECS personnel. Employees issued these codes are responsible for protecting the entry code or alarm code from discovery by any person and for notifying the supervisor immediately if the entry code or alarm code is discovered by or disclosed to any unauthorized person so that the code(s) can be cancelled and new code(s) issued.

This policy and its enforcement are the responsibility of administration and are implemented through the Operations Director and Human Resources Department according to procedures adopted by the Finance Department.

### **Smoke-Free / Tobacco-Free Environment**

The Company prohibits smoking and use of tobacco products within 50 feet of entrances for any or all Company offices or buildings as well as inside any or all Company offices or buildings and Company owned vehicles. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, vapes, or pipe. "Tobacco Products" means all forms of tobacco, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), electronic cigarettes, vapes, and smokeless tobacco products. Any visitors found violating this policy are subject to removal from the premises. Employees violating this policy are subject to discipline, up to and including discharge.

Taking excessive smoke breaks is also grounds for discipline, including discharge. An employee with odors or scents arising from smoking that are perceptible to and offensive to others may be asked to leave work to change clothes or move to a different workstation. Time away from work will be unpaid for non-exempt employees.

### **Fragrance-Free Environment**

Recognizing that employees and visitors to our offices may have sensitivity or allergic reactions to various fragrant products, GRECS is a fragrance-free workplace. Employees are prohibited from bringing onto the premises natural or artificial scents that could be distracting or annoying to others. Other fragrant products (scented candles, potpourri and other similar items) are not permitted in the workplace, including in Company-owned vehicles. Employees must avoid using personal care products (fragrances, colognes, lotions, powders and other similar products) that produce odors or scents that are perceptible to others. An employee with odors or scents arising from fragrances that are perceptible to and offensive to others may be asked to leave work or move to a different workstation. Time away from work will be unpaid for non-exempt employees.

## **ATTENDANCE, SCHEDULING, AND PAYROLL POLICIES**

### **Workweek/Work Hours Expectations**

The Company's seven-day workweek for all employees for payroll and overtime pay calculation purposes begins at 12:01 a.m. on Saturday and ends at 12:00 midnight the following Friday. Saturdays and Sundays may be scheduled as regular workdays. From a productivity and business needs perspective, and unless otherwise scheduled, the Company generally expects all regular full-time employees, both exempt and non-exempt, to work a normal workday of eight (8) hours each regular work day and forty (40) hours each regular workweek. While the Company expects at least forty hours of work each week from regular full-time employees, the Company cannot and does not guarantee that any employee will actually work that many hours in any given day or week.

### **Work Schedules**

Employees will receive specific work schedules from the employee's manager or supervisor. If it appears necessary to or if a non-exempt employee is required to report to work early or work after a scheduled work time to complete a particular job, the non-exempt employee must first obtain the supervisor's or manager's permission or instruction to do so. As long as an exempt employee meets our work hours expectations and remains available for onsite collaboration with management and co-workers, the exempt employee usually may exercise discretion over times of arrival or departure or other time worked outside the schedule.

### **Time Keeping**

Accurately recording time worked is the responsibility of every employee. Time worked is all the time actually spent on-the-job performing assigned duties, as well as the time spent at any mandatory meetings, lectures, and training programs that an employee is required to attend. The Company uses time records to determine compliance with our work hours expectations and attendance policies. The Company also uses time records of non-exempt employees to calculate amounts of both regular pay and overtime pay. We consider attempts to falsify timekeeping records a very serious matter.

No employee is authorized to record any other employee's time. If an employee forgets to record time (or if the time records are incorrect for any other reason), the employee's supervisor (or a member of management) must make the necessary correction. No other employee is authorized to alter any employee's time record. Employees are personally responsible for the accuracy of their own time records and should carefully review their time records each pay period.

Employees are also responsible for signing time records to certify their accuracy. Supervisors will review and initial the time records before submitting for payroll processing. If corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initialing the time record.

If an employee believes a mistake in time records has occurred or believes time records do not accurately reflect all hours worked, or questions whether all hours worked were not accurately recorded, the employee should immediately report the matter to their Program Director, who will report to the VP of Finance and Administration for investigation. Failure to properly record time worked or other violations of this policy, such as altering, falsifying, tampering with time



records, or recording another employee's time record, are grounds for discipline, including discharge.

### **Attendance and Absenteeism Expectations**

Good attendance is a mark of dependability and an essential part of every job. Each employee is expected to be in the employee's work area on the assigned job site and ready to work at the scheduled starting time and to remain until the scheduled quitting time. While personal circumstances, often beyond an employee's control, will sometimes cause lost work time, absenteeism and tardiness must be kept to a minimum. "Tardiness" includes reporting for work after the scheduled starting time, leaving work early, leaving work before breaks or returning to work late from breaks. We consider three or more absences or instances of tardiness within a month to be excessive, even if the absences and tardiness are excused. Unexcused absenteeism or tardiness, and excessive excused absences or tardiness, are grounds for discipline, up to and including discharge.

### **Notice of Absence/Tardiness**

If an employee has personal business to take care of on a workday or has another foreseeable reason for coming in late to work, or leaving work early, or missing work (such as a scheduled medical appointment), the employee must give notice of the anticipated tardiness or absence in advance in order for the absence or tardiness to be excused. To provide proper advance notice, the employee must notify the supervisor or manager as soon as the employee knows of the need for the absence or tardiness or at least three (3) business days in advance of the absence or tardiness.

When planning medical treatment, employees must consult with and cooperate with management and make a reasonable effort to work out a treatment schedule that best suits everyone's needs and so as not to unduly disrupt our operations, subject to the approval of the employee's health care provider.

If an emergency or other unforeseen event causes an employee to be late for work or unable to report for work, the employee must notify the employee's supervisor via phone call within one hour of the scheduled work start time, or if this is impossible or impractical, as soon as possible. If an emergency or other unforeseen event, illness, or injury requires an employee to leave work before the scheduled end of the workday, the employee must notify the supervisor or manager in person or by phone before leaving work. Unless the employee is physically or mentally incapable of giving notice, all such notice must be personally made by the employee and not by a family member, friend, co-worker, etc. When reporting an unforeseeable absence or tardiness, employees must always provide the following information: (1) full name, (2) a telephone number where the employee can be reached, (3) a detailed reason for the absence, late arrival, or early departure, and (4) when the employee expects to arrive at work or return to work.

An employee who is to be absent from work for more than one day must follow this notice policy for each additional day of absence, unless the employee has previously advised of the expected duration of the absence, has obtained approval for a leave of absence, and has been given different notice instructions.

If an employee misses two or more consecutive workdays due to sickness or injury, we may require a doctor's note before the employee will be allowed to return to work. A doctor's note also may be required with repeated unscheduled PTO use due to illness or emergency.

### **Overtime Work and Overtime Pay**

It is Company policy that work shall be completed, whenever possible, during regular scheduled working hours. As a condition of employment, employees may be required and instructed to work beyond the usual scheduled hours when operating requirements or other needs cannot be met during regular working hours. Management has discretion to instruct employees to start working before or after the regularly scheduled start time and to cease working before or after the regularly scheduled stop time. Refusal to work beyond regularly scheduled hours when instructed to do so, or refusal to abide by instructions concerning changed work hours, may result in corrective action up to and including discharge.

Instructions to work beyond regularly scheduled hours may result in an employee working more than forty hours in the seven-day workweek. If an employee has a justifiable excuse and is unable to work beyond regularly scheduled hours or work more than forty hours in a week, the employee must notify the immediate supervisor so that an alternate may be selected. Employees assigned overtime work must be judged by the Company as capable of performing the work to be done. The appropriate Program Director must approve all overtime authorization requests for non-exempt employees. A non-exempt found on the premises at other than normal work hours without an approved overtime authorization request usually will be asked to clock out and leave work.

Overtime work assignments may be on an as-needed, irregular nature, not expected to continue for more than a day or so, or may be assigned to occur at regular intervals accurately predicted for a given period of time. For example, overtime might be authorized to meet an emergency or unexpected absenteeism of another employee, or might involve an assignment to perform unscheduled work on a Saturday or Sunday. Alternatively, if a department head announces that a certain number of people would be required to work ten hours overtime each week for the next six weeks because of production needs, this would be classed as regularly scheduled overtime.

Non-exempt employees will receive overtime pay for those hours worked over 40 hours in a workweek at the rate of 1 ½ times regular base rate. "Hours paid" but not worked (for example, paid holidays and PTO days) will not be treated as time worked.

Exempt employees are paid a salary for performing a specific job, not for the number of hours worked. Accordingly, exempt employees generally are not paid extra for overtime work because the salary is intended to cover all time worked, regardless of how many or how few hours the employee works during a week.

### **Rest and Lunch Breaks**

Exempt employees paid a salary regardless of the hours they work may choose to take rest breaks or meal breaks as needed.

Non-exempt employees should coordinate break times with their supervisors or managers. Employees should limit the number of breaks taken during any four-hour period to no more than

one 15-minute break or three five-minute breaks. Any time a non-exempt employee takes a break from work that lasts for more than 20 minutes, the employee must document this time away from work in the manner currently used for timekeeping.

The Company provides non-exempt employees a 30-minute or 60-minute lunch break period, based on hours worked that day. The lunch period is a time for the employee to take care of personal issues, eat and to relax. Employees are not permitted to forgo the lunch period to shorten the workday without the permission of their supervisor. Employees needing extra time on their lunch period must receive prior approval from their supervisor. Employees must document this time away from work in the manner currently used for timekeeping. Non-exempt employees will be paid if instructed to work during any previously scheduled lunch break. Otherwise, the lunch break is an unpaid period of uninterrupted time away from work duties.

### **Break Time for Nursing Mothers**

Beginning from the date of a child's birth and for up to one year, an employee who is a nursing mother may take reasonably necessary additional breaks during the workday to express breast milk for her infant child. The Company will provide a room or other location (in relatively close proximity to the work area, if practical, and not a bathroom), where the employee can express her milk in privacy and without interruption. If possible, the nursing break times should run concurrently with any break times already provided or scheduled. Nursing mothers should coordinate nursing breaks with their supervisors. Nursing breaks are unpaid, unless the employee takes the nursing break during a regularly scheduled 15-20-minute paid rest break period.

### **Emergency Office Closings/Schedule Changes**

Management may require the closing or delayed opening of any Company office/facility in the event of fire, inclement weather, or other emergency situation. During any period after such circumstances, management may determine it necessary to close for safety reasons, repairs, or other activities required for resuming operations. Documentation for timesheets will be communicated to the employee by the supervisor, based on the particular situation.

### **Jury Duty**

The Company encourages employees to fulfill civic responsibilities by serving jury duty when required. An employee summoned for jury duty must provide the jury summons to the immediate supervisor as soon as possible so that arrangements can be made to accommodate the possible absence from work. Employees who do so will be excused from scheduled work while serving jury duty. If jury duty days fall on scheduled workdays, employees will be paid the regular rate of pay during jury service time. Employees must report back to work on the next regularly scheduled hour after being dismissed from jury duty and must present the release certificate from the court upon returning to work. Employees may keep any jury duty fees received.

### **Time Off to Vote**

If an employee's work schedule commences at least two hours after the opening of the polls or ends at least one hour before the polls close, the Company does not permit time off to vote. If an employee is qualified and registered to vote on an election day, and the employee's schedule does not otherwise permit time to vote, we will allow up to one hour off work to vote. This time off is

unpaid for non-exempt employees. The employee must provide reasonable notice in advance to management to schedule the time off to vote.

### **Bereavement Absences**

If an employee must miss work to attend a funeral or for other reasons associated with the death of a family member, the employee must notify management of the reason for the absence and the expected duration of the absence. The Company usually excuses up to three days off work for bereavement absences. If more than three days are needed, the employee must obtain prior approval of the immediate supervisor.

Regular full-time employees who have completed their introductory period will receive their usual pay for up to a maximum of three days for bereavement absences, without being required to use PTO, in the event of the death of an employee's: Spouse/Partner/Significant Other, Father, Mother, Brother, Sister, Child, Step-Child, Father-in-Law, Mother-in-Law, Son-in-Law, Daughter-in-Law, Brother-in-Law, Sister-in-Law, Grandchild, Grandparent. Bereavement absences due to the death of other family members are unpaid, but the employee may use PTO if available. Part-time and temporary employees may take leave without pay upon the death of a member of the immediate family.

### **Paydays**

Employees are paid every other week on Thursday. If a holiday falls on a regular scheduled payday, payday will be on the Wednesday immediately before. Payroll direct deposit is required. The Payroll Administrator or VP of Finance and Administration can provide assistance with establishing or utilizing this service. Payments for PTO will be issued on the regular payday, not *before* a scheduled absence using PTO begins. Final paychecks are deposited on the next regularly scheduled payday following a termination, unless otherwise required by applicable state regulations or as directed by senior management.

### **Employee Responsibility to Review Pay Records**

The Company makes every effort to pay its employees correctly. Each employee is personally responsible for the accuracy of individual pay records. Employees should review pay stubs when received to make sure they are correct. If an employee believes a mistake has occurred, or has any questions about pay, or believes the pay does not accurately reflect hours worked, the employee should immediately contact their Program Director, who will alert the Vice President of Finance and Administration for investigation.

### **Payroll Deductions**

The Company is required by law to deduct Federal and State Withholding Tax (where applicable) from employee paychecks. The amount of tax is determined by earnings and the number of claimed dependents. At year-end, employees are issued W-2 forms showing total earnings and the amount of taxes withheld.

GRECS is also required by law to deduct for Social Security and Medicare benefits. Social Security provides a variety of benefits, including retirement income, death benefits, disability benefits and monthly income for certain dependent survivors of covered employees.

The law also requires the Company to withhold certain after-tax amounts from an employee's pay if we receive a garnishment or levy. A garnishment is a court-ordered legal claim against the wages of an employee by a creditor for non-payment of a debt and served by the constituted legal authority. When the Company receives a garnishment, we will advise the employee that a garnishment has been served on the Company. The employee will be counseled to seek assistance in working out financial problems.

The Company offers employee benefits, such as group health insurance coverage, that require in some cases, employees to pay a portion of the premiums. Using forms provided by the insurance companies, employees authorize the Company to deduct the employee's portion of the premium from the employee's paychecks.

### **Exempt Employee Salary Deductions**

With respect to absences from work, we will deduct pay from an exempt employee's salary under the following limited circumstances: (i) one or more full day absences for personal reasons (after exhausting any available paid time off); (ii) one or more full day absences for illness, injury or sickness (after exhausting any paid time off); (iii) one or more full day disciplinary suspensions; and (iv) partial or full day absences during an approved leave covered by our *Family and Medical Leaves of Absence (FMLA)* policy. Except for partial day intermittent medical leave absences, we will not deduct pay from an exempt employee's salary if the employee has a partial day absence. If an exempt employee believes we made an incorrect or improper salary deduction, the employee must promptly report the deduction to their Program Director, who will contact the Vice President of Finance and Administration for investigation. If we incorrectly or improperly made a deduction from an exempt employee's salary, we will reimburse the employee for the deducted pay.

## **BENEFITS POLICIES**

### **Paid Holidays**

Regular full-time employees are eligible for the following paid holidays each year (including during the introductory period):

- New Year's Day
- Martin Luther King Day
- Mardi Gras Monday
- Mardi Gras Day (Fat Tuesday)
- Easter Friday (Good Friday)
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve\*
- Christmas Day
- New Year's Eve

\*Employees may be provided a winter break during the period from Christmas Eve through New Year's Day, as determined on a year-by-year basis by senior leadership, and may be paid or unpaid at their discretion.

A holiday calendar will be provided at the beginning of the benefit year. When a holiday falls on a Saturday, the holiday will usually be observed on the preceding Friday. If the holiday falls on a Sunday, the following Monday will typically be observed as the holiday.

Part-time, temporary, and casual employees are not eligible for holiday pay. Holiday pay, like PTO, is considered a gift from the organization. With that in mind, if an employee is not scheduled to work on a holiday, the employee is not eligible for holiday pay. Holidays are not paid if the employee is on any leave of absence when the holiday occurs. Also, like PTO, holiday pay is prorated based on the job classification and the hours the employee is regularly scheduled to work and is paid at the employee's regular rate of pay.

Generally, an employee must work on the scheduled workdays immediately before and after a holiday to be eligible for holiday pay. Holidays will not be paid if an employee takes unscheduled PTO the day before or the day after a holiday, unless later approved by the supervisor for valid reasons such as illness or travel-related emergency. When unscheduled PTO is taken the day before or after a scheduled holiday, additional documentation will be required to qualify for the holiday pay.

### **Medical Insurance Coverage**

Regular full-time employees are eligible to enroll in the Company's group medical insurance plan during enrollment periods established in the plan. Eligible employees may participate in the medical insurance plan subject to the terms and conditions of the agreement between the Company and the insurance carrier. Single coverage and family coverage are both available.

Employees are responsible for paying a portion of the medical insurance coverage premiums. Employees should carefully review the *Summary Plan Description* for the medical insurance plan, which controls all questions concerning eligibility, benefits and administration. For questions or additional information about medical insurance, contact the Human Resources Representative, Payroll Administrator, or Vice President of Finance and Administration.

Participants (employees and dependents) covered under our group medical insurance plan will have the right to continue insurance coverage at group rates if certain events occur that would otherwise cause a loss of insurance coverage – for example, termination of employment, divorce, or significant reduction in number of hours worked. Participants who elect to do so may obtain the coverage for a limited time (generally 18 or 36 months) at group rates plus a small percentage. Participants are required to pay the insurance premium for the continuation coverage. Full details of rights to continue group health insurance coverage are provided in a separate "Notice of Right to Elect Continuation Coverage." Employees must provide to the Payroll Administrator, or Vice President of Finance and Administration written documentation regarding events (such as a divorce decree) that may affect insurance coverage.

### **Optional Dental Insurance**

The Company offers optional dental coverage. Employees who elect this coverage pay 100% of the premiums. The Company does not contribute to this coverage. Employees should carefully review the *Summary Plan Description* for this voluntary additional insurance benefit, which controls all questions concerning eligibility, benefits and administration.

### **Life Insurance and Supplemental Insurance Coverage**

The Company provides and pays the premium for a term life policy in the amount of \$25,000 per regular full-time employee. Employees are responsible for contacting the carrier for enrollment at the time they become eligible for coverage. Additional supplements are available for employee purchase. Deductions for supplemental premiums are made from the employees' bi-weekly paycheck.

### **401(k) Savings Plan**

The Company has established a 401(k) savings plan to provide employees with the potential for financial security in their retirement. Regular full-time employees who have successfully completed the introductory period and who are at least 21 years old are eligible to join and participate in our 401(k) savings plan. Eligible employees may participate in the 401(k) plan subject to all terms and conditions of the plan. Employees can tailor their own retirement investments to meet their individual needs. The 401(k) savings plan allows each employee to elect how much wages or salary to contribute and to direct the investment of the plan account. The Company may also contribute an additional amount (to be determined each year) to each employee's 401(k) contribution. Contributions to the 401(k) plan are automatically deducted from pay before federal and state tax withholdings are calculated, thereby saving tax dollars now by reducing the current taxable income amount. While the amounts deducted generally will be taxed when finally distributed, favorable tax rules typically apply to 401(k) distributions. Employees should carefully review the *Summary Plan Description* for the 401(k) savings plan, which controls all questions concerning eligibility, benefits and administration. Contact the Payroll Administrator or HR Representative for more information about the 401(k) plan.

## **Progress Sharing Plan**

The Company has a Progress Sharing Plan. All regular full-time employees and regular part-time employees who work at least 1,000 hours per year and who have successfully completed the introductory period are eligible to participate in the Progress Sharing Plan. Under the plan, at the Company's discretion, the Company may grant a profit-sharing award determined on a calendar year end basis. Eligible employees receive awards based on the same fixed percentage of their eligible base earnings.

## **Employee Assistance Program (EAP)**

GRECS cares about the health and well-being of its employees and recognizes that a variety of personal problems can disrupt their personal and work lives. Although many employees solve their problems either on their own or with the help of family and friends, sometimes employees need professional assistance and advice.

**Eligibility** GRECS will provide confidential and voluntary assistance through its employee assistance program (EAP) to all regular full-time, active employees and their dependent family members who may be faced with challenges of financial concerns, legal issues, alcohol or drug problems, marital problems, illness of a family member, emotional worries, childcare problems, etc. For the welfare of employees as well as for effective business operations, GRECS encourages its employees to take advantage of this valuable benefit.

**Procedures** Employees and their family members can refer themselves to the EAP. The program may be reached 24 hours a day on weekdays and weekends.

**Meetings with EAP counselors** EAP counselors are available to meet with employees or family members to assess a problem and develop a plan for resolution. The counselors may suggest a referral to an outside resource, such as a therapist, agency, physician, treatment facility or other professional that would be appropriate to assist in resolving the problem or situation.

There is no charge for employees or their families to use the services of the EAP. GRECS benefit covers the cost of up to four (4) visits per household, per presenting issue, per year. The EAP counselors will make every effort to coordinate referrals for ongoing treatment with the employee's health insurance coverage as well as with the employee's ability to pay.

**EAP visits during work hours** In most cases, an EAP visit that is urgent or cannot be scheduled outside of work will be treated similar to other doctor's appointments. Refer to company paid time off and call-in procedures.

**Referrals for employee performance or behavior issues** When an employee's job performance or attendance is unsatisfactory or there appears to be signs of other problems impacting work performance, the supervisor should counsel the employee in consultation with Human Resources with an end toward resolving the situation. If the circumstances warrant, the employee may be referred to the EAP to assist in the resolution of the problem. Depending on the situation, the employee may accept or refuse participation in the EAP. However, there may be situations where



continued employment at GRECS may be contingent on the employee's calling the EAP for assistance.

Voluntary participation in the EAP does not jeopardize job security or promotional opportunities. However, it does not excuse the employee from following company policies and procedures or from meeting required standards for satisfactory job performance except where specific accommodations are required by law.

**Confidentiality** All contact between an employee and the EAP is held strictly confidential. In cases where an employee's continued employment is contingent on calling the EAP, the EAP counselor will only verify whether the employee has contacted the EAP and, if ongoing treatment is necessary, that the employee is following through on the treatment. Information given to the EAP counselor may be released to GRECS only if requested by the employee in writing. All counselors are guided by a professional code of ethics.

### **Workers' Compensation & Medical Coverage for Job Injury/Illness**

Employees are provided Workers' Compensation coverage from the day they begin work. The Company pays the entire cost of this coverage. If an employee is injured on the job or develops an illness directly related to employment with the Company that causes the employee to be unable to perform job duties, and if the authorized treating physician reduces the hours of work or takes an injured worker off work, the employee may be eligible for worker's compensation in the form of a weekly wage replacement benefit. The amount and duration of this weekly benefit is established by law. If an employee is injured on the job or develops an illness directly related to employment with the Company, the insurance also will pay for covered medical expenses relating to the illness or injury, as provided by law.

Employees must report all accidents to their supervisor immediately, regardless of how minor. If a work-related injury requires medical attention by a physician or any other medical facility that produces a bill, a claim must be made out the same day by the employee's supervisor. If the injury causes the person to be away from work beyond three days, this injury must be reported to the state Workers' Compensation Division. The employee's supervisor is responsible for submitting a copy of the original claim to the state office. Additionally, a copy of this claim must be forwarded to the Vice President of Finance and Administration, who will forward it to the insurance company. Employees are not authorized to go to a physician without first advising their supervisor or manager.

Failure to promptly report all workplace or job-related accidents or injuries or illnesses, no matter how minor they may seem, may disqualify an employee from receiving workers' compensation benefits and payment for covered medical expenses. Workers' compensation benefits and payment for covered medical expenses also are not available if the injury or illness is caused by the employee's willful misconduct, by the employee's willful failure or refusal to use a safety device we provide, or by the employee's intoxication or impairment by alcohol or illegal drugs. Any falsification or misrepresentation of information concerning an accident, injury or illness also may cause a loss of these benefits, and is also grounds for discipline, up to and including discharge.

Employees will not be eligible for regular compensation or PTO or holiday pay in addition to any Workers' Compensation received.

## **Unemployment Compensation**

The Company pay taxes to support the unemployment compensation benefits system. All employees are potentially eligible for unemployment compensation benefits after a termination depending on the reason for termination. Employees who quit without good cause and employees who are discharged for misconduct or dishonesty are usually disqualified from receiving unemployment compensation, while employees who are laid off for lack of work are usually eligible for unemployment compensation. The amount and duration of this weekly wage replacement benefit is set by state law.

## **LEAVES OF ABSENCE POLICIES**

### **Military Leave**

*Scope & Eligibility.* All employees are eligible for military leave beginning the first day of employment. Military leave is available if an employee needs time off for training, service, or fitness-for-duty examinations as a member of the United States Armed Forces, the United States Reserves, the National Guard, for certain Public Health Service positions, the National Disaster Medical System (including the AL3 Disaster Medical Assistance Team (D.M.A.T)), and the civilian auxiliary of the United States Air Force known as the Civil Air Patrol. If an employee wants to become a full-time active duty member of the Army, Navy, Air Force, Marines, or Coast Guard, the Company may request the employee to resign from employment (with full rights to reinstatement as stated in this policy and applicable law) rather than taking a leave of absence.

*Notice of Military Absence/Documentation.* If an employee needs time off for training, service, or fitness-for-duty examinations as a member of the United States Armed Forces, the United States Reserves, or the National Guard, the employee must notify the supervisor and the HR Representative as soon as possible and provide a copy of orders or other written confirmation or documentation. The employee also must provide notice about the anticipated departure and return-to-work dates, if known. Requests for extension of a previously granted leave must be made to the supervisor and HR representative and supported with orders or other written confirmation or documentation, if reasonably available.

*Leave of Absence or Administrative Termination.* If the anticipated absence from work is for less than 181 days (six months), the Company will provide an unpaid military leave of absence and maintain the employee's current employment status. If the anticipated absence from work is for 181 days (six months) or longer, the employee may be asked to resign or employee's employment otherwise may be administratively terminated, but the employee will be guaranteed reinstatement to the same or a substantially similar job if the employee provides sufficient notice when the military service ends, as set out in this policy. An employee whose initial absence was for less than 181 days and who requests an extension of leave may be granted an extension of the military leave with sufficient notice and documentation if there is no undue hardship. An employee who resigns or who is administratively terminated will have the option to obtain "continuation coverage" for any health insurance at the employee's expense.

*Paid or Unpaid Leave.* Leaves of absence under this policy are without pay, but an employee may use any available PTO during a military leave. The Company will not apply PTO to a military leave of absence without instruction from the employee.

*Employment Benefits During Military Leave.* During an approved military leave of absence lasting six months or less, the employee's health insurance, if any, will continue just as if the employee had not taken leave. The Company will continue to pay our portion of the premium, and the employee must make arrangements to pay on time any portion of the premium the employee usually pays. An employee's insurance coverage may terminate if the employee fails to pay on time any portion of the premium the employee is obligated to pay. The employee may continue optional insurance benefits if permitted by the terms of the relevant insurance plans. Other benefits (such as paid holidays) do not continue or accrue during the military leave. In the event an employee resigns or is administratively terminated due to a military absence of six months or longer, the employee may elect "continuation coverage" of health insurance at the employee's expense to maintain health insurance.

*No Outside Non-Military Employment During Leave.* Unless previously authorized, employees may not accept employment with another employer (other than the military employer) and may not actively engage in self-employment while on any leave of absence covered by this policy. If the employee does so, the Company will consider the employee to have voluntarily quit.

*Notice of Return from Military Absence.* When an employee return from a military absence, the employee must provide notice of intent to return to work or apply for reemployment according to following schedule:

(1) If the employee's military absence was for less than 31 days, the employee must return to work at the beginning of the first full regular scheduled work period that starts at least eight hours after the employee returns from the location of military service, training, or examination.

For example, if an employee is released from a two-week National Guard drill at 8:00 a.m. on Monday, June 1, we allow the employee the time it takes to travel home, plus eight additional hours. If the travel time is less than eight hours, the employee would not be required to report for work until the next full scheduled work day, Tuesday, June 2. If the travel time is more than eight hours, then the employee would not be required to report for work until Wednesday, June 3, because the travel time plus eight hours will overlap into Tuesday, June 2.

(2) If the military absence was for more than 30 days but less than 181 days, the employee must return to work no later than 14 days after completing the service or training. But if circumstances beyond the employee's control make returning within this 14-day period impossible or unreasonable, then the employee must notify the supervisor and HR representative about those circumstances and return to work on the next calendar workday when returning becomes possible or reasonable.

(3) If the military absence was for more than 180 days, the employee must notify us of the intent to return to work no later than 90 days after the completion of the service or training by submitting a written application for re-employment.

(4) If an employee is hospitalized or recovering from an injury or illness incurred or aggravated during the military service or training which makes the employee unable to perform job duties, the employee must: (i) as soon as possible, notify management regarding the injury or illness and resulting inability to work; and (ii) at the end of the necessary recovery period, notify management of the intent to return to work by submitting a written application for re-employment. We cannot guarantee reinstatement if the recovery period exceeds two years, unless circumstances beyond the employee's control make re-application impossible or unreasonable. In such circumstances, the employee must re-apply on the next calendar workday when notice becomes possible.

*Return-to-Work Documentation.* Within two weeks after returning from any military leave or absence of longer than 30 days, the employee must provide documentation to the supervisor and HR representative (unless such documentation does not yet exist or is not readily available) showing the following: (i) the return-to-work notice was submitted within the required time period; (ii) the total period of military service has not exceeded five years; and (iii) the employee received an honorable or general discharge (if applicable).

*Employment Following Leave.* When an employee returns to work after a military absence or military leave, the employee in most circumstances will be assigned to the former job or to an equivalent job with the pay, benefits, seniority, and working conditions the employee would have had if continuously employed during the period of the military absence or military leave.

*Post-Leave Accommodation.* If an employee has physical or mental impairments due to a service-related illness or injury and seeks to return to work after a military leave, then consistent with our *Accommodation of Religion and Physical/Mental Impairments Policy*, we will engage in an interactive process with the employee to determine whether an employee is able to return to work with or without reasonable accommodation. If the Company offers an opportunity to return to work with a reasonable accommodation and the employee fails to do so, the failure to return to work will be treated as a voluntary quit.

*“For Cause” Discharge Protection.* The Company makes a limited exception to its “at-will employment” rule for any employee who returns to work from military leave or is re-employed after a military absence. If the person's period of military service before reemployment with us was more than 180 days, then after re-employment, the Company will not discharge the employee, except for cause, during the one-year period after the date of such reemployment. If the person's period of military service was more than 30 days but less than 181 days, the Company will not discharge the employee, except for cause, during the 180-day period after such reemployment or return to work from leave.

## Family and Medical Leaves of Absence (FMLA)

### GENERAL PROVISIONS

**Coverage.** This policy is in force so long as the Company has 50 or more employees employed for each working day during each of 20 or more calendar weeks during the calendar year.

**Eligibility.** To be eligible for leave under this policy, an employee must meet all of the following requirements: (1) the employee must work at a worksite where the Company employs 50 or more total employees working either at the worksite or within 75 road miles from such worksite; (2) as of the date a leave of absence begins or requested leave of absence would begin, the employee must have worked for the Company for at least 12 months, which need not be 12 consecutive months; and (3) the employee must have worked for the Company for at least 1,250 hours during the 12 months immediately preceding the date the leave of absence begins or requested leave of absence would begin. We count towards both the 1,250-hour and 12-months-of-service requirements the time employees are on an approved military leave of absence or are otherwise serving in the military. We do not count any hours during any other period of leave of absence towards these eligibility requirements.

**Types of FMLA Leave.** All leaves covered by this policy can collectively be called “FMLA leave.” Eligible employees may take a leave of absence covered by this policy during the “FMLA year” (defined below) for any of these reasons:

- absences arising from the birth of the employee’s healthy child, or the placement by a State of a child for adoption or foster care with the employee, including child care after birth or placement for adoption or foster care. Leave to care for a child after birth or after adoption or placement for foster care must be taken within one year after the child’s birth or placement. This type of leave is called Family Leave.
- absences to care for the employee’s spouse, child (under age 19), or parent with an *incapacity* caused by a *serious health condition*. This type of leave is called Caregiver Medical Leave.
- absences due to an *incapacity* caused by the employee’s own *serious health condition* (including pregnancy, childbirth and related conditions). This type of leave is called Medical Leave.
- absences caused by an *active duty exigency* when the employee’s spouse, child (regardless of age), or parent is a military service member. This type of leave is called Military Emergency Leave.
- absences to care for the employee’s spouse, child (regardless of age), parent, or “next of kin” (if the employee is the nearest blood relative) who is a *recovering service member*. This type of leave is called Military Caregiver Leave.

**Designation by Company.** If we determine that an employee’s absence is covered by this policy, including an absence that could qualify for another type of leave described in this Handbook, we may designate the absence as FMLA leave covered by this policy and count the absence toward the employee’s 12 weeks (or 26 weeks) of FMLA leave.

## **NOTICE REQUIREMENTS**

***Procedures for Requesting FMLA Leave.*** Notice of an absence qualifying for FMLA leave may be given by the employee or the employee's spokesperson (e.g., spouse, adult family member, or other responsible party) if the employee is unable to do so personally. To help us promptly and efficiently process the leave request, employees (or spokespersons) should make all requests for FMLA leave to the HR Representative (either directly or through the employee's manager) and must provide enough information to make management aware that a need for FMLA leave exists. For example, under most circumstances, "calling in sick" does not provide enough information to inform us an employee needs FMLA leave. Employees must assist with the completion of any requested written documentation to set forth the reasons for the requested leave, the anticipated start of the leave, the anticipated duration of the leave, and anticipated return-to-work date. If a manager or supervisor learns of an employee's circumstances that might qualify for FMLA leave under this policy, the manager or supervisor must inform the HR Representative regarding those circumstances and advise the employee to contact the HR Representative.

***Time Frames for Employee Notice.*** Employees must provide notice of the absence and request for FMLA leave in a timely manner. Failure to do so may result in a delay in taking leave or denial of the leave, depending on the circumstances. Repeated failure to comply with requests for information or documentation pertaining to an absence may be considered insubordination and grounds for discipline up to dismissal.

**Foreseeable Absences/Scheduled Medical Treatments.** When an employee is aware of a need for an FMLA leave (such as for scheduled medical treatment or a scheduled child delivery date), the employee must give notice of the need for FMLA leave at least thirty (30) days before the date the employee wants the leave to begin. If the employee learns of the need for leave to begin in less than 30 days, the employee must give notice of the anticipated absence either the same day or the next business day. In particular, when planning medical treatment, the employee must consult with managers and supervisors to make a reasonable effort to schedule the treatment so as not to disrupt unduly the Company's operations, subject to the approval of the health care provider, and to work out a treatment schedule which best suits the needs of both the employee and the Company.

**Unforeseeable Absences.** If the absence and need for FMLA leave is unforeseeable and advance notice of the absence is not possible, the employee must provide as much notice as is practical under the circumstances. For example, while the Company expects employees who will be absent from work to follow designated call-in procedures, if an employee requires emergency medical treatment and has no spokesperson (e.g., spouse, parent, doctor or nurse) who could call for the employee, the employee would not be required to follow the call-in procedure until their condition is stabilized and the employee has access to, and is able to use, a phone.

## **CERTIFICATIONS REQUIREMENTS**

***Military Certifications.*** An employee's request for Military Emergency Leave must be supported by a certification that the service member is on active duty or has been called to active

duty, unless it is impossible or impracticable to obtain such certification within a reasonable period following the request or need for leave.

***Medical Certification & Recertification of a Serious Health Condition.*** If an employee requests Caregiver Leave, Medical Leave, or Military Caregiver Leave, we usually will require a medical certification of the employee's or family member's health condition and the probable length of time treatment will be required. If the leave is requested to care for a qualifying family member with a serious health condition, we usually will require an additional certification regarding the necessity for the employee to provide care to the family member. Second or third opinions from other health care provider(s) may be required in some cases.

We also may require recertification on a reasonable basis during the leave. We may also require recertification if an employee's or family member's serious health condition lasts longer than an FMLA year. Certifications must be provided on the *Certification of Health Care Provider* forms. The employee will have 15 calendar days to have this form completed, though it is recommended that the employee have the form completed as soon as possible. Failure to provide requested certifications may result in delay or denial of the requested FMLA leave and potential treatment of the absence as unexcused, which may lead to discipline, up to and including discharge.

#### **RULES ABOUT THE FORM, AMOUNT, AND LENGTH OF LEAVE**

***Form of FMLA Leave (Consecutive, Intermittent, or Reduced Work Schedule/Duties).*** FMLA leave under this policy generally should be taken in a single consecutive absence up to the 12-week or 26-week maximum. But under some circumstances, employees may take leave under this policy "intermittently," which means taking leave in short blocks of time (of no less than one quarter hour increments) while continuing to work. Under other circumstances, employees may take "leave" under this policy through a reduction of the employee's normal weekly or daily work schedule while retaining equivalent pay and benefits as the employee's usual job. Intermittent or reduced-schedule leave may be granted, if necessary, for a Caregiver Leave, Medical Leave, Military Emergency Leave, or Military Caregiver Leave. Family Leave must be taken in consecutive workweeks, unless approved in advance in writing by management. Regardless of the form of leave, in all cases, the total FMLA leave during the FMLA year will not exceed the maximum length allowed by this policy.

***FMLA Year.*** In determining the amount of leave available to an employee for all FMLA leaves except for Military Caregiver Leave, the Company uses a "rolling" 12-month period measured backward from the date an employee uses FMLA leave covered by this policy. For purposes of Military Caregiver Leave, the Company will determine the "12-month period" in which the 26-weeks-of-leave-entitlement by measuring forward from the date an employee's first leave to care for the covered service member begins. Regardless of the period used, for convenience the twelve-month period is referred to as the "FMLA year."

***Maximum Length of Family Leave, Caregiver Medical Leave, Medical Leave, or Military Emergency Leave.*** An employee may take up to 12 weeks (480 hours) combined total of Family Leave, Caregiver Medical Leave, Medical Leave, or Military Emergency Leave during the FMLA year. Under the "look back" method applicable to these four types of leave, the Company

essentially takes a “snapshot” of the twelve-month period which changes daily. Each time an employee takes FMLA leave, the remaining leave entitlement is the balance of FMLA leave time not used during the immediately preceding twelve months.

For example, if an employee used four weeks for Medical Leave beginning February 1, 2013, four weeks of Medical Leave beginning June 1, 2013, and four weeks of Medical Leave beginning December 1, 2013, then as of January 1, 2014, the employee would not be entitled to any additional Family Leave, Caregiver Medical Leave, Medical Leave, or Military Emergency Leave until February 1, 2014. Beginning on February 1, 2014, the employee would again be eligible to take any of these 12-week FMLA leave types, recouping the right to take FMLA leave in the same manner and amounts in which it was used in the previous year. Thus, the employee would recoup (and be entitled to use) one additional day of FMLA leave each day for four weeks beginning on February 1, 2014. The employee would similarly also begin to recoup additional days beginning on June 1, 2014, and additional days beginning on December 1, 2014.

***Maximum Length of Military Caregiver Leave.*** An employee may take up to 26 weeks of Military Caregiver Leave during the FMLA year, unless the employee also takes Military Emergency Leave during the FMLA year, as discussed in the following special rule. Each time the employee takes Military Caregiver leave within the “look forward” period, the remaining leave entitlement is the amount not used within the 12-month period. If the employee does not take all of the available 26 weeks of Military Caregiver Leave during that single 12-month period, the remaining part of the 26-weeks leave entitlement is forfeited.

For example, if an employee takes the full 26 weeks of Military Caregiver Leave to care for an injured or ill service member commencing on Monday, July 1, 2013, the 26-week leave will expire on Monday December 30, 2013. The employee must return from leave on Tuesday, December 31, 2013. The employee will not be eligible to take any further Military Caregiver Leave until after July 1, 2014, which is 12 months after the commencement of the first Military Caregiver Leave.

***Special Limit on Amounts of Military-Related Leaves.*** If an employee requests both Military Emergency Leave and Military Caregiver Leave, the employee may take only a combined total of 26 weeks of leave for these two reasons during the overlapping FMLA years applicable to both types of leave, if FMLA leave is not used for any other reason.

For example, if an employee takes 10 weeks of Military Caregiver Leave to care for an injured or ill service member commencing on Monday, July 1, 2013, the 10-week leave will expire on Monday September 9, 2013. The employee must return from leave on Tuesday, September 10, 2013. At that point, using the “look back” rule for Military Emergency Leave, the employee is eligible to take only two (2) weeks of Military Emergency Leave, and using the “look forward” rule for Military Caregiver Leave, the employee is only eligible to use another 16 weeks of Military Caregiver Leave until after July 1, 2014.

If this same employee then takes two (2) weeks of Medical Leave commencing on December 1, 2013, and ending on December 15, 2013, using the “look back” rule, the



employee is not eligible to take any further Military Emergency Leave or any of the other 12-week types of FMLA leave, but is still eligible, under the “look forward” rule, to take another 16 weeks of Military Caregiver Leave until after July 1, 2014.

***Special Limits on Amount of Leave – Spouses Both Employed by the Company.*** If both spouses are eligible employees of the Company, they may take only a combined total of 12 weeks for Family Leave or a combined total of 12 weeks of Caregiver Leave to care for a parent with a serious health condition, or a combined total of 26 weeks of Military Caregiver Leave during the FMLA year, if they each do not use FMLA leave for any other reason.

For example, if each spouse took 6 weeks of Caregiver Leave to care for a parent, neither employee could take any FMLA Family Leave for the birth of a healthy baby, but could each use 6 weeks of Medical Leave for a serious health condition or 6 weeks of Caregiver Leave to care for sick child.

***Special Rule – Holidays and Business Shutdown.*** For purposes of determining the amount of leave used by an employee, the fact that a holiday may occur within the week taken as FMLA leave has no effect, and the week is counted as a week of FMLA leave. But if an employee is using FMLA leave in increments of less than one week, the holiday will not count against the employee's FMLA entitlement unless the employee was otherwise scheduled and expected to work during the holiday. If for some reason the Company's business activity has temporarily ceased and employees generally are not expected to report for work for one or more weeks, the week(s) our activities have ceased do not count against the employee's FMLA leave entitlement.

#### **CONDUCT DURING LEAVE; RETURN TO WORK REQUIREMENTS AND RIGHTS**

***Outside Employment During FMLA Leave.*** Unless previously authorized, employees may not accept or engage in employment with another employer and may not actively engage in self-employment while on any FMLA leave of absence covered by this policy. If the employee does so, the Company will consider the employee to have voluntarily quit.

***Reporting During FMLA Leave.*** While on an approved FMLA leave, employees may be required to report semimonthly or weekly to the supervisor, manager, the HR Representative regarding the employee's status and intent to return to work.

***Return-to-Work Certification.*** When an employee seeks to return to work following an approved Medical Leave (for the employee's own serious health condition), the employee must provide a medical certification stating whether the employee is able to perform all essential job duties or if there are any limitations on the employee's ability to perform essential job duties. Failure to provide the return-to-work certification may result in delay of the employee's return to work until the certification is provided, or possible disciplinary action.

***Post-Leave Accommodation.*** If an employee continues to have physical or mental impairments at the conclusion of a Medical Leave taken under this policy, then consistent with our *Accommodation of Religion and Physical/Mental Impairments Policy*, we will engage in an interactive process with the employee to determine whether an employee is able to return to work with or without reasonable accommodation. If the Company offers an opportunity to return

to work with a reasonable accommodation and the employee fails to do so, the failure to return to work will be treated as a voluntary quit.

***Employment Following FMLA Leave.*** When an employee returns to work as scheduled following FMLA leave, the employee in most circumstances will be assigned to the former job or to an equivalent job with equivalent pay, benefits, seniority, and working conditions. Under limited circumstances, the Company may be entitled to replace rather than reinstate certain highly paid “key” employees after or during a FMLA leave.

***Failure to Return From FMLA Leave.*** We will consider an employee to have voluntarily quit if the employee does not return to work on or before the third scheduled work day after an approved FMLA leave expires. If an employee fails to return to work following FMLA leave, the employee may be required to reimburse us for any insurance premiums we paid during the leave, *unless* the failure to return to work is due to circumstances beyond the employee’s control, such as the continuation of a serious health condition or a new serious health condition arising.

#### **PAY AND BENEFITS**

***Use of Available Paid Leave.*** Unless the employee’s absence is related to an on-the-job injury covered by workers compensation insurance for which the employee receives workers’ compensation benefit payments, during a FMLA leave covered by this policy, an employee must use available unused paid PTO. After the employee exhausts all available PTO, the remainder of the leave, if any, will be unpaid. The maximum periods of leave available under this policy may not be extended by adding paid leave to the FMLA leave period.

***Employment Benefits During FMLA Leave.*** During an approved FMLA leave, an employee’s health insurance, if any, will continue just as if the employee had not taken leave. We will continue to pay any portion of the premium that we would pay if the employee was working. The employee must make arrangements to pay on time any portion of the premium the employee would pay if working. If an employee fails to pay on time any portion of the premium the employee is required to pay, the insurance coverage may terminate. Other benefits do not continue or accrue during FMLA leave. Employees may continue other benefits, if any, as permitted by the particular benefit plan by making arrangements in advance to make any required contributions or premium payments.

#### **DEFINITIONS OF TERMS**

The term “parent” includes the biological, adoptive, or “step” mother or father of an employee or an individual who stood *in loco parentis* to the employee. The term does not include a “parent-in-law” or a grand-parent, unless the grandparent stood “in loco parentis” to the employee when the employee was age 18 or younger.

The term “child” includes a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis* towards the child. For purposes of “caregiver leave,” the term does not include any individual age 18 or over, unless the person is incapable of self-care because of mental or physical disability. For purposes of Military Emergency Leave and Military Caregiver Leave, the term includes individuals over age 18. Stated otherwise, unless an

employee's adult child is incapable of self-care due to a disability, an employee cannot take Caregiver Leave to care for an adult child.

The term "in loco parentis" means the person took or takes responsibility for day-today care of another person and provided or provides financial support for the other person without any biological or legal relationship.

The term "spouse" means the spouse to whom an employee is married as marriage is defined by the law of the State where the marriage occurred, including a "common law" spouse who the employee has previously held out or represented to be the employee's spouse.

The term "next of kin" means a person's nearest blood relative other than the person's parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the person by court decree or statute, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the person has specifically designated in writing another blood relative as the nearest blood relative for purposes of military caregiver leave.

The term "service member" means a member of the Armed Forces, the United States Reserves, or the National Guard who is related to the employee.

The term "recovering service member" means a service member who is undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness suffered while on active-duty and in the line of duty that may render the person unable to perform the duties of the person's office, grade, rank or rating. "Recovering service member" also includes a veteran (former service member) who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness suffered while on active-duty and in the line of duty if the veteran was discharged or released from the military under conditions other than dishonorable within the five year period before the eligible employee first took Military Caregiver Leave to care for the veteran. (For veterans discharged before March 8, 2013, the time from October 28, 2009 – March 13, 2013 will not count towards the five years.)

The term "key employee" means a salaried eligible employee who is among the highest-paid 10% of all of the Company's employees, both salaried and non-salaried, eligible and non-eligible. In determining whether an employee is among the highest paid 10%, the Company will review year-to-date earnings divided by weeks worked by the employee (including weeks in which paid leave was taken). Earnings include wages, premium pay, incentive pay, and non-discretionary and discretionary bonuses, but do not include the value of any employee benefits. The Company determines whether a salaried employee is among the highest paid 10% at the time the employee gives notice of the need for leave or otherwise needs to take the leave.

The term "incapacity" means an inability to work, attend school, or perform other regular daily activities because of the serious health condition, treatment, or recovery.

The term "continuing treatment" means the person either (i) must be seen and treated in-person by a health care provider (or by a provider of health care services (e.g., physical therapist) under

orders of, or on referral by, a health care provider) two or more times within 30 days of the first day of incapacity, unless circumstances beyond the employee's control prevent the follow-up visit, or (ii) must be seen and treated by a health care provider on at least one occasion, which results in a regimen of treatment under the supervision of the health care provider. A regimen of treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to substitute for the second visit to the health care provider.

The term "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

- (1) inpatient care (*e.g.*, an overnight stay in a hospital, hospice, or residential medical facility), including any period of incapacity or any subsequent treatment in connection with the inpatient care; or
- (2) a period of incapacity of more than three consecutive full calendar days and "continuing treatment" by a health care provider or a provider of health care services under the supervision or by referral of the health care provider (for purposes of this type condition, the first (or only) in-person treatment visit to the health care provider must take place within seven days of the first day of incapacity); or
- (3) any absences for medical care or any period of incapacity because of pregnancy, childbirth and related medical conditions; or
- (4) any absences for medical care or any period of incapacity because of a chronic condition, which is any medical condition which (i) requires periodic visits (at least twice a year) for treatment by a health care provider, or by a nurse under direct supervision of a health care provider, (ii) continues over an extended period of time (including recurring episodes of a single underlying condition); and (iii) causes or may cause episodic rather than a continuing period of incapacity; or
- (5) any absences for medical care or any period of incapacity because of a permanent long-term condition for which treatment may not be effective (the person must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider); or
- (6) any period of absence to receive or recover from multiple treatments by or under orders or referral from a health care provider for restorative surgery after an injury or for a condition so serious that, in the absence of medical intervention or treatment, would likely result in a period of incapacity of more than three consecutive full calendar days.

A serious health condition may include occupational or on-the-job-related injuries and illnesses that might also qualify for workers' compensation insurance benefits.

Absences for treatment for alcohol or substance or drug abuse by a health care provider or by a provider of health care services on referral by a health care provider may qualify for medical

leave under this policy if the absence involves either in-patient care or a period of incapacity of more than three consecutive full calendar days and “continuing treatment” by a health care provider. But an absence caused by an employee's use of the drug, alcohol, or substance, rather than for treatment, does not qualify for FMLA leave.

Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not “serious health conditions” unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, earaches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease are examples of conditions that do not meet the definition of a “serious health condition.”

The term “active duty” means either: (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; or (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

The term “active duty exigency” means any of the following reasons for taking leave under this policy:

(1) *Short-notice deployment.* The employee may take leave for up to seven calendar days (beginning on the date of the deployment notice) to address any issue arising from a notice to the service member of an impending call or order to active duty in support of a contingency operation, if the service member receives the deployment notice seven or less calendar days before the date of deployment.

(2) *Military events and related activities.* The employee may take leave to attend any official ceremony, program, or event sponsored by the military, or any family support or assistance program or informational briefing sponsored or promoted by the military, military service organizations, or the American Red Cross, if such ceremonies, events, meetings, programs, or briefings are related to the active duty or call to active duty status of the service member.

(3) *Childcare and school activities.* If the service member's active duty or call to active duty status requires a change in the existing childcare or schooling arrangements for a service member's child, then the employee may take leave: (i) to arrange for alternative childcare for the child; (ii) to provide childcare to the child on an urgent, immediate need basis (but not on a routine, regular, or everyday basis); (iii) to enroll in or transfer the child to a new school or day care facility; or (iv) to attend meetings on behalf of the service member with staff at a school or a daycare facility, such as meetings with school officials regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors, relating to the service member's child.

(4) *Financial and legal arrangements.* The employee may take leave (i) to make or update financial or legal arrangements to address the service member's absence while on active duty

or call to active duty status (for example, to prepare or update a will); and (ii) to act as the service member's representative before a federal, state, or local agency for purposes of obtaining, arranging, or appealing military service benefits while the service member is on active duty or call to active duty status, and for a period of 90 days following the termination of the service member's active duty status.

(5) *Counseling.* If the employee, the service member, or a child of the service member needs counseling (from someone other than a health care provider) because of the active duty or call to active duty status of the service member, then the employee may take leave to attend or assist with the counseling.

(6) *Rest and recuperation.* The employee may take up to five days of leave to spend time with a service member who is on short-term, temporary, rest and recuperation leave during the period of deployment.

(7) *Post-deployment activities.* The employee may take leave (i) to attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following the termination of the service member's active duty status; and (ii) to address issues that arise from the death of a service member while on active duty status, such as recovering the body of the service member and making funeral arrangements.

(8) *Parental care.* If the service member's active duty or call to active duty status requires a change in care-giving to a parent of a service member, and the parent is incapable of self-care, the employee may take leave (i) to arrange for the care of a parent of a service member, (ii) to provide urgent immediate non-routine care to the parent of a service member, (iii) to admit the parent of a service member to a care facility, or (iv) to attend meetings with the staff of a care facility where the parent of the service member resides or may reside once arrangements are made.

(9) *Additional activities.* If the service member's active duty or call to active duty status requires the employee to need leave to engage in other activities not covered above, and the both the Company and the employee agree in writing that the situation involves an exigency, then the employee may take leave during a time and in an amount agreed to by the Company and the employee in advance in writing.

## **Other Medical Leaves of Absence**

*Eligibility.* Within management's discretion, the Company may grant an *unpaid* leave of absence to an employee because of illness or injury or other health reasons when the employee is not eligible for FMLA leave, or the medical reason for the absence does not qualify for FMLA leave, or the employee has exhausted the amount of available FMLA leave, and has requested or needs additional medical leave, and there is no undue hardship posed to the Company and it is reasonable under the circumstances to allow additional leave. Accordingly, if an employee is also eligible for and provided a Medical Leave under our *Family and Medical Leaves of Absence (FMLA) Policy*, the employee may take leave under this policy only after the FMLA Medical Leave is exhausted.

*Length of Leave.* The Company will not allow a non-FMLA medical leave of absence for more than six months (inclusive of any period allowed for FMLA Medical Leave), unless there are compelling circumstances, which include a medical certification of a reason to extend the leave for a reasonable period and where there will be no undue hardship. Employees who are unable to return to work after six months will be administratively terminated, unless the leave is extended on request for a reasonably limited period based on medical documentation of the employee's health condition. The Company does not grant indefinite leaves of absence and does not grant indefinite leave extensions.

*Requesting Leave.* To request a leave covered by this policy, the employee must submit a written request stating the reason for the leave of absence and the anticipated duration of the leave of absence, and must provide sufficient medical information to justify a leave of absence for medical reasons. Each request will be considered on its own merits in light of the stated reason for the leave, the employee's performance and attendance record, the likelihood that the employee will return on completion of the leave, and the number of previous leave requests. If possible, the employee must give at least 30 days' notice before the date the leave will begin. If this is not possible, the employee must provide as much notice as is practicable under the circumstances.

*Paid or Unpaid Leave.* Leaves of absence under this policy are without pay, but an employee may use any available unused PTO during a leave until PTO is exhausted.

*Employment Benefits During Personal Leave.* Taking a leave of absence under this policy for more than one month (30 days) will cause any company-provided health insurance to lapse. The employee may elect COBRA continuation coverage to maintain health insurance. Employees on personal leave are not paid for Company holidays. Other benefits do not continue or accrue during the leave. An employee may continue other benefits, if any, as permitted by the particular benefit plan by making arrangements in advance to make any required contributions or premium payments.

*No Outside Employment During Leave.* Unless previously authorized, employees may not accept employment with another employer and may not actively engage in self-employment while on any leave of absence covered by this policy. If the employee does so, the Company will consider the employee to have voluntarily quit.

*Return-to-Work Certification.* If an employee takes personal leave under this policy for five or more consecutive work days as a result of an occupational or non-occupational illness, injury, or other physical or mental impairment, including pregnancy complications, childbirth or other related medical conditions, before the Company will allow the employee to return to work, the employee must present a statement from the employee's doctor stating whether the employee is able to return to work and describing restrictions (if any) on the employee's ability to perform essential job duties. In cooperation with an employee and the employee's healthcare providers, the Company will determine whether an employee with restrictions is able to return to work with or without reasonable accommodation. If the Company offers an employee the opportunity to

return to work with a reasonable accommodation and the employee fails to do so, the failure to return to work will be treated as a voluntary quit.

*Position After Leave.* The Company will attempt to reemploy an individual in the same job or a substantially equivalent job after a personal leave of absence. But unlike leaves covered by our *Military Leaves & Absences for Military Service Policy* and our *Family and Medical Leaves of Absence (FMLA) Policy*, we do not guarantee reinstatement and, even if a job is available, the job may not be the same job or have the same pay and benefits as the job the employee previously held.

*Failure to Return From Leave.* We consider an employee to have voluntarily quit if the employee fails to return to work on or before the third scheduled work day after an approved personal leave expires.

*Conversion to Other Leave.* Unless otherwise described herein, personal leaves of absence may not be combined with any other type of leave of absence allowed by the Company. But if an employee is on leave of absence, and an event occurs that could qualify an employee to take another type of leave of absence provided by the Company, the employee is responsible for contacting the Company and following the notice and request for leave requirements of those other leave of absence policies.



## ACKNOWLEDGEMENT

I hereby acknowledge receipt of Gulf Regional Early Childhood Services, Inc.'s Employee Handbook (revised effective --/--/2021). I acknowledge my full responsibility to read, understand, and follow the rules and procedures contained in the handbook faithfully in all respects. I acknowledge my responsibility to ask questions and seek guidance from management concerning any policies or rules in the handbook that I do not fully understand.

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Signature

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Printed Name

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Date

Please sign this page and return to Human Resources.