



**Arbor Acres**

**United Methodist Retirement Community, Inc.**

## **Artist Handbook**

**July 9, 2024**

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## Welcome, New Artists!

Arbor Acres is committed to creating beauty in the lives of others. You will see this in the landscape, the buildings and in the artwork placed throughout the campus. The real beauty, however, is the artistry you create when you engage with those we serve. Your contribution is truly a work of art, which is why at Arbor Acres you are not an employee, a team member or an associate – you are an Artist. Like the paintings you find hanging on our walls, or the sculptures you find scattered throughout the community, your contribution is a thing of beauty. In the end, it is your "artistry" that residents and their families remember.

By working together in the spirit of service toward the goal of excellence we make Arbor Acres a beautiful place to live and work. The art of service is hard work, and that work leaves a lasting impression on those we serve, their families, your fellow artists and most significantly—you! As you start your career at Arbor Acres, I truly hope you experience the many blessings that result from enhancing the beauty of Arbor Acres through your special gifts.

I am grateful that you are joining the Arbor Acres family.

Sincerely,

Andrew Applegate  
President and CEO

## Arbor Acres' Mission & Values

If you are new to Arbor Acres, you have joined an organization which is well-established in Winston-Salem and which has been a community residence for seniors since 1980. Our residents and Artists come from all over the United States (and beyond), and the culture of Arbor Acres integrates the beauty and diversity of life experiences unique to each of us.

Arbor Acres is a not-for-profit continuing care retirement community (CCRC) with its foundations in the Methodist Church, but our residents come from all spiritual and religious beliefs, as do our Artists. You will see symbols and verses from the Methodist faith used to describe the values that we hold in common, no matter our individual background or heritage. For our Artists, this means supporting our mission and vision while working within the following values and standards of behavior:

**The MISSION of Arbor Acres:** Through excellence, innovation, caring, and beauty, Arbor Acres cultivates community, comfort, and well-being for Senior Adults.

**The VISION of Arbor Acres:** Arbor Acres Senior Adults Living Life Fully.

### Our Common Values:

#### Artistry (I create beauty)

- I respect others' unique ways of demonstrating their "artistry" at work.
- I seek to understand others' point of view.

#### Reverence (I honor the residents and my co-workers)

- I brighten others' days by smiling or acknowledging them as we pass.
- I assume others have positive intent.

#### Talent (I am gifted at my work and I find joy in doing it)

- I use my talents to improve others' lives.

### **Innovation (I find better ways to work)**

- I am open to change and appreciate feedback.
- I make suggestions for improvements.

### **Service (My work is an expression of love. I make life better for others.)**

- I take care in my work and understand the balance between working quickly and work done with excellence.
- When I am not sure, I ask for clarity.

### **Truth (My work reflects honesty and integrity)**

- I bring up concerns, even when it is not comfortable for me.
- I am honest and thoughtful in my words and actions.

The work we do together as a team requires love and a sense of service from each of us to ensure that our community welcomes and supports a wide diversity of Artists and residents. We encourage all Artists and Residents to take pride in and celebrate their own culture and heritage.

## **This Handbook & the Employment Relationship**

Your employment with Arbor Acres United Methodist Retirement Community, Inc. is on an "at-will" basis. Your employment is for no specific term. Employment may end at any time, with or without notice and with or without cause. Our goal is to conduct business within the values above to ensure fairness and consideration for all Artists while ensuring our service and safety levels are not compromised. Likewise, we respect your right to leave Arbor Acres at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Arbor Acres document should be understood as creating a contract, guaranteed or implied of continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the President and CEO has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the President and CEO.

If a written contract between you and the Arbor Acres is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce Artists in the exercise of their rights under Section 7 of the National Labor Relations Act.

This handbook outlines Arbor Acres' general personnel policies, practices, and procedures. It contains general policy statements, not the fine details of any policy. We have included those policies and guidelines that affect most Artists, but we know that no written document can cover every situation. This handbook does not create an expressed or implied contract or promise that the policies discussed in it will be applied in all cases.

Over time, as business practices dictate, we may elect to update or change some of the policies or procedures we have covered in this handbook. Any such action shall apply to existing as well as to future Artists. Arbor Acres reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or an updated handbook available on Artist Central (our online portal for Arbor Acres Artist information.)

This handbook replaces (supersedes) any and all other previous handbooks, or other Arbor Acres policies, whether written or oral. If you should desire any additional information about any of the policies covered in this handbook, please contact your supervisor or any member of the Talent Arts Department.

# Artist Conduct & Reporting Concerns

## Code of Conduct

Officers, directors, and Artists must not knowingly misrepresent Arbor Acres and must not speak on behalf of Arbor Acres unless specifically authorized. The confidentiality of proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about Arbor Acres or operations, or that of our residents or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy). Violations of this policy can result in discipline, up to and including termination of employment.

Artists are expected to:

- Deal openly and honestly with fellow Artists, customers, contractors, government entities and others.
- Maintain high standards of business and ethical conduct in accordance with applicable federal, state, and local laws and regulations.
- Adhere to both the spirit and letter of applicable federal, state, and local laws and regulations.
- Practice good faith in transactions occurring during the course of business.
- Conduct business dealings in a manner such that Arbor Acres shall be the beneficiary of such dealings.
- Preserve patient confidentiality (as required by HIPAA) unless there is written permission to divulge information, except as required by law.
- Refuse any illegal offers, solicitations, payments, or other remuneration to induce referrals of the people we serve.
- Disclose financial interests/affiliations with outside entities to the Board of Directors as required by the Conflict of Interest Statement.
- Hold vendors to the same Code of Conduct as part of their dealings with Arbor Acres.
- Notify the supervisor or the Compliance Officer of instances of non-compliance.
- Use supplies and services in a manner that avoids waste.
- Protect and retain records and documents as required by professional standards, government regulations and Arbor Acres policies.

If you see violations of the code of conduct, alert your supervisor, Talent Arts or another member of management. You may also call our confidential Fraud and Ethics Hotline.

## Resident Treatment

**An Artist's first responsibility is to ensure the safety and good treatment of our residents. Arbor Acres has zero tolerance for abuse or neglect of residents** and all such concerns will be immediately investigated. If verified, discipline up to and including termination, as well as reporting to appropriate authorities will occur. All Artists commit to:

- Promoting the wellness of residents.
- De-escalating situations and asking for help when frustrated with a situation.
- Ensuring their words, tone and touch are respectful and kind.
- Hugs, pats and other gestures of comfort and affection can feel supportive to many residents and their family members within reason. If you aren't certain whether contact is welcome, it is best to ask first: "May I give you a hug?", or in the case of a resident who is unable to express their wishes clearly, ask a family member or supervisor. If you ever sense that contact is unwelcome, stop the contact.
- Reporting any suspected resident abuse and neglect promptly. Abuse can occur between residents and other residents, residents and family members, by or against vendors or others visiting the community, or between Artists and residents.

**Arbor Acres should not feel “institutional” to residents – it is a community.** Residents should be, as much as possible, an active part of making choices and decisions. This is their home. We customize our services to meet the needs of our residents whenever it is possible.

- We will be aware of the unique needs of our residents.
- We will also ensure person-centered practices.

## Reporting Concerns of Abuse and Neglect

- The organization must report crimes with serious injury within 2 hours and other crimes within 2 hrs.
- Critical Incidents such as suicide, elopement, use of restraints, abuse (verbal, sexual and physical), neglect, abandonment, exploitation, death, and misappropriation of resident items should be immediately reported to a supervisor who can alert the Health Care Administrator and/or the Chief Health and Wellness Officer.

## Resident Bill of Rights

Arbor Acres adheres to the NC Resident Bill of Rights. All Artists are expected to adhere to these Rights and to report any signs that these rights are being violated so that the situation can be investigated. **YOU are the only one who can make sure our residents are safe.**

1. To be free of mental and physical abuse, neglect and exploitation.
2. To be free of chemical and physical restraint unless authorized for a specified period of time by a physician according to clear and indicated medical records.
3. To receive from the administrator or Staff of the facility a reasonable response to all requests.
4. To receive visitors or have access to privacy in phone use at any reasonable hour. To send and receive mail promptly and unopened, with access to writing materials.
5. To manage his/her own financial affairs unless other legal arrangements have been so ordered.
6. To have privacy in visits by the patient's spouse.
7. To enjoy privacy in his/her room
8. To present grievances and recommend changes in policies and services without fear or reprisal, restraint, interference, coercion or discrimination.
9. To not be required to perform services for the facility without resident's consent and written approval of the attending physician.
10. To be treated with consideration, respect, and full recognition of personal dignity and individuality
11. To receive care, treatment, and services that are adequate and appropriate, and in compliance with relevant Federal and State rules.
12. To receive at the time of admission and during stay, a written statement of services provided by the facility and of related charges. Charges for services not covered under Medicare and Medicaid shall be specified.
13. To have on file physician's orders with proposed schedule of medical treatment. Written, signed evidence of prior informed consent to participation in experimental research shall be in patient's file.
14. To receive respect and privacy in his medical care program. All personal and medical records are confidential.
15. To retain, to secure storage for, and to use his or her personal clothing and possessions, where reasonable.
16. To not be transferred or discharged from a facility except for medical, financial, or their own or other patient's welfare. Any such transfer shall require at least five days' notice, unless the attending physician orders immediate transfer, which shall be documented in the patient's medical record.
17. To be notified when the facility's license is revoked or made provisional. The responsible party or guardian also must be notified.
18. To be free of chemical and physical restraint unless authorized for a specified period of time by a physician.

## Interacting with Residents & their Families

Arbor Acres Artists must ensure that their interactions with residents and their families are kind and respectful, as well as professional. They should also review the Gifts and Tips policy, and the Conflict of Interest Policy to guide their behavior. Here are some basic points:

1. There are to be no gifts, tips or favors from residents or their family to Artists.
2. Artists must not have romantic relationships with residents or their family members and should keep behavior professional.
3. Artists should refer those asking about a resident's care to the appropriate nurse line, NOT to a personal cell phone. This could violate our HIPAA and confidentiality policies, but also could cause your personal phone to be subpoenaed should Arbor Acres be involved in any legal action.
4. Artists should report other Artists, residents or family members who are causing a possible violation of these policies so that leadership can intervene and correct the matter.

## Living in Community

Residents have developed a document which outlines the guidelines for living in the community of Arbor Acres. This document specifies treatment of each other and of Artists. If an Artist ever has a concern about treatment by a resident, the Artist should bring it to the attention of their manager or Talent Arts.

## Open Door/Conflict Resolution Process

Arbor Acres United Methodist Retirement Community, Inc. strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the workplace to the attention of your manager/supervisor and, if necessary, to the Talent Arts department or upper-level management.

Most problems can be resolved informally through dialogue between you and your immediate Arbor Acres supervisor or between you and the other Artist. If you have already brought this matter to the attention of your manager/supervisor before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, or are otherwise uncomfortable with reporting to your supervisor, present your concerns to the Talent Arts department or a member of upper level management.

Serious concerns relating to financial reporting, unethical or illegal conduct, may be reported through the Fraud and Ethics hotline or to a member of Talent Arts or other senior Artist.

## Retaliation is prohibited.

Arbor Acres prohibits taking adverse action against any Artist for reporting a good faith concern or violation of a policy or a law or regulation. Any Artist who retaliates against another Artist for reporting a concern in good faith will be subject to disciplinary action, including termination.

If you believe you are being retaliated against, or believe another Artist is being retaliated against, report this to Talent Arts or through the Fraud and Ethics hotline.

Artists who maliciously report inaccurate information to cause deliberate harm will be subject to disciplinary action, including termination.

## Corporate Compliance Program

Arbor Acres United Methodist Retirement Community complies fully with laws, rules, and regulations applicable to the ownership, management, and operation of a non-profit, 501-C3, licensed continuing care retirement community.

To assure the highest standards of practice in both operations and governance, the Board of Directors has established the Corporate Compliance Program to prevent legal and ethical violations and to ensure all those associated with Arbor Acres know how to report concerns so they can be quickly addressed.

The Vice-President/CFO serves as the Corporate Compliance Officer designated to receive and act on reports of actual or suspected compliance violations.

## Procedure for Reporting Perceived or Actual Non-compliance:

- Artists (or anyone) should report concerns of non-compliance to any manager of the company. They can report it in any manner (telephone, email, in person, etc.) or using the Fraud and Ethics hotline.
- Artists should remember that such reports must have sufficient detail to permit identification and investigation of the violation.
- Retaliation against any person for reporting perceived or actual non-compliance is prohibited, and any suspected retaliatory behavior of any kind shall be grounds for disciplinary and/or legal action.
- Any leader receiving information must report this to the Corporate Compliance Officer, or if necessary, to the President of the Board.

### Investigation of Reports

- Reports will be investigated internally and in consultation with legal advice/consultants as needed.
- Confidentiality of the individual bringing forth the concern/witnesses will be protected if possible; however, it cannot be guaranteed.
- Failure on the part of any Arbor Acres Artist to cooperate fully with an investigation shall be grounds for disciplinary action up to and including termination of employment.

### Findings of Fact and Subsequent Disciplinary Actions

- The Corporate Compliance Officer (or other investigating officers) shall complete a written summary of all findings regarding matters of significance to be shared upon completion with the President and as necessary with the board chair and legal counsel.
- A confirmed instance of a Code of Conduct violation or another corporate compliance violation shall result in appropriate disciplinary action up to and including termination.
- To the extent that findings reveal violations of the laws, rules, and regulations, government agencies and law enforcement may be informed of all determinations, and such penalties as prescribed by law may be enforced.

### Fraud and Ethics Hotline

The confidential Fraud and Ethics Hotline is for reporting serious, concerning matters of fraud or ethical violations when you are not comfortable approaching a member of the management team or Talent Arts. Standard business and minor employment-related concerns should instead be addressed with your supervisor, Talent Arts or another member of management.

### Hotline Confidentiality

Every effort will be made to protect the reporter's identity by our hotline vendor; however, it is possible that as a result of the information provided in a report the reporter's identity may become known to us during the course of our investigation. Retaliation is prohibited as stated in the Open Door Communication policy.

### Hotline Investigations

The policy allows Artists to remain anonymous. ALL concerns will be reviewed, but in each case, further investigation will be based on considerations such as:

- Whether we can investigate the issue based on the information provided;
- The seriousness of the issue raised;
- The credibility of the concern; and
- The likelihood of confirming the allegation from attributable sources. **It is important for this reason that you provide details in the call that may help us understand the nature of the concern and how to investigate it.**

### Hotline Contact Information

Please report concerns as promptly as possible to allow us to take immediate action and to help us with investigating. You may report through the following methods:

- Website: [www.lighthouse-services.com/arboracres](http://www.lighthouse-services.com/arboracres)

- English speaking: (833) 940-0006
- Spanish speaking: (800) 216-1288
- E-mail: [reports@lighthouse-services.com](mailto:reports@lighthouse-services.com) (must include company name with report)
- Fax alternative for written documents: (215) 689-3885 (must include company name with report)

The individual submitting a report will be given the opportunity to receive follow-up on their concern to ensure the concern was received, how it was dealt with, and an estimate of where the case is in process, whether it is being investigated and why or why not, and how much longer any further investigations may take.

## **Non-Discrimination, Non-Harassment and Accommodation Policies**

### **EEO – Equal Opportunity Policy**

Arbor Acres is an equal opportunity employer. In order to provide equal employment and advancement opportunities to all individuals, employment decisions will be based on merit, qualifications and abilities. Except when required or permitted by law, employment practices will not be influenced or affected by an applicant's or Artist's race, color, sex (including family status, gender identity or gender expression), religion, national origin, age, physical or mental disability, genetics, pregnancy status, veteran status or other factors protected by local, state or federal law. This policy applies to every aspect of employment, including recruitment, selection, promotion, transfer, counseling/disciplinary action, training, compensation, reduction(s) in workforce and termination.

If, at any time, you believe that you are not being treated in a fair and objective manner, please discuss this with your supervisor, department head or the Talent Arts Department.

This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

### **Policy Against Workplace Harassment**

Arbor Acres has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon any of the factors mentioned in the EEO policy above, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, Artists, vendors, visitors, residents, family members and others associated with Arbor Acres are strictly prohibited and will not be tolerated. Artists should report such conduct immediately to their supervisor and/or a Talent Arts Manager or Director.

### **Sexual Harassment**

- Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.
- Sexual harassment is prohibited and should be reported, whether the offending party is a supervisor, a resident or family member, a vendor or another Artist. In addition, sexual harassment is prohibited not only against other Artists, but also against residents, family members, vendors and others associated with campus.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Quid Pro Quo "This for That" - Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors or threatening unfavorable treatment if sexual favors are not granted;

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to Arbor Acres or any government agency;
- Any unwanted physical touching or assaults, or blocking or impeding movements; and
- The spreading of or participation in dissemination of gossip or rumors of a sexual nature related to co-workers.
- Sexual stereotyping

## Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age, color, sex (including family status, gender identity or gender expression), religion, national origin, age, physical or mental disability, genetics, pregnancy status, veteran status or other factors protected by local, state or federal law.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

## Reporting Discrimination and Harassment

Any Artist who feels that they have been treated unfairly, harassed or discriminated against should report this to the Director of Talent Arts immediately. The Director of Talent Arts will investigate this issue and coordinate efforts with the Department Head to address concerns.

We will promptly and thoroughly investigate any claim and take appropriate action up to and including termination if the individual is an employee. To the extent possible, we will protect the confidentiality of those who report suspected or alleged violations of the harassment policy.

## Pregnancy and Disability (ADA) Accommodation

Arbor Acres United Methodist Retirement Community, Inc. complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act and the Pregnant Workers' Fairness Act and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, Arbor Acres will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow an individual who meets the definition of an eligible person under the ADA or PWFA to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability or due to your pregnancy, it is your responsibility to notify your manager/supervisor who will contact Talent Arts (or you may contact Talent Arts directly.) You may be asked to include relevant information such as:

- A description of the proposed accommodation.

- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, Arbor Acres will engage in an interactive dialogue to explore potential reasonable accommodations that could support you in the performance of your job functions. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by Arbor Acres in connection with a request for accommodation will be treated as confidential; however your supervisor must understand your needs in order to determine if accommodation is possible and to determine the best way to accommodate them.

Arbor Acres encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, Arbor Acres is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on Arbor Acres.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

Arbor Acres will not discriminate or retaliate against Artists for requesting an accommodation.

## Religious Accommodation

Arbor Acres United Methodist Retirement Community, Inc. is dedicated to treating its Artists equally and with respect and recognizes the diversity of their religious beliefs. All Artists may request an accommodation when their religious beliefs cause a deviation from Arbor Acres dress code or the individual's schedule, basic job duties, or other aspects of employment. Arbor Acres will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other Artists — when determining a reasonable accommodation.

If you require a religious accommodation, speak with your manager/supervisor or a member of the Talent Arts department.

## Accommodations for Nursing Mothers

Arbor Acres United Methodist Retirement Community, Inc. will provide nursing mothers reasonable unpaid break time to express milk for their infant child(ren) for up to one year following the child's birth.

Nursing mothers will be provided with a lockable space, other than a restroom, that is shielded from view and free from intrusion from co-workers and the public. Please contact Talent Arts if you are unable to find space. Talent Arts can also provide door signs to prevent others from trying to enter this space.

Managers will specify where expressed milk can be stored. Milk must be sufficiently marked or labeled to avoid confusion for other Artists who may share the refrigerator.

Break time should, if possible, be taken concurrently with any other break time already provided. Non-exempt Artists must clock out for any time taken that does not run concurrently with normally scheduled rest periods. Reasonable efforts must be taken to not disrupt Arbor Acres operations. The length and frequency of these breaks should be discussed with your manager/supervisor.

## General Policies

### Conflict of Interest

Conflicts of Interest arise when a relationship has the potential to create benefits unrelated to Arbor Acres' best interest. For example, if an artist has the responsibility for selecting vendors, and considers a relative's business for the work.

Arbor Acres United Methodist Retirement Community, Inc. is concerned with conflicts of interest that create actual AND potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security and financial interests.

If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to Arbor Acres, you must disclose it to your manager/supervisor. If an actual or potential conflict of interest is determined to exist, Arbor Acres will take such steps as it deems necessary to reduce or eliminate this conflict.

Failure to report conflicts of interest may result in discipline up to and including termination.

### HIPAA and other Confidential Information

As an Artist of Arbor Acres, you will meet and know the residents personally. They have put their trust in you to respect their privacy. Except in the performance of your *official duties*, you should refrain from discussing any confidential information related to the residents, Artists or Arbor Acres. Unauthorized disclosure of confidential records or information is grounds for disciplinary action, up to and including termination.

In addition, Arbor Acres may have private business information which competitors would find useful to have. This information must be protected to ensure that Arbor Acres' best interests are protected.

#### **HIPAA Overview:**

Arbor Acres complies with the Health Insurance Portability and Accountability Act of 1996. We adhere to both Privacy and Security Standards and will keep individually identifiable health information (IIHI), which becomes protected health information (PHI), private and secured.

#### **HIPAA Protected Health Information Defined**

PHI refers to individually identifiable health information received by the company's group health plans or received by a health care provider, health plan or health care clearinghouse that relates to the past or present health of an individual or to payment of health care claims. PHI information includes medical conditions, health status, claims experience, medical histories, physical examinations, genetic information and evidence of disability.

#### **The HIPAA Compliance Officer**

To report concerns about breaches of personal information, the company has designated a Compliance Committee to serve as the HIPAA compliance officer (HCO). To ensure the Committee is informed, the Artist should contact the CFO (David Matthews) at [dmattthews@arboracres.org](mailto:dmattthews@arboracres.org) and any questions or issues regarding PHI should be presented to the Committee for resolution. The Committee is also charged with the responsibility for:

- Issuing procedural guidelines for access for PHI.
- Developing a matrix for personnel who will need access to PHI.
- Developing guidelines for describing how and when PHI will be maintained, used, transferred or transmitted.

### Gifts and Tips

Residents love the Artists who support Arbor Acres, and often want to express their appreciation in some way. **Since gifts and tips can be seen as a conflict of interest and/or favoritism, Arbor Acres Artists may not accept:**

- Gifts
- Tips/Gratuities
- Cash/Checks
- Gift Cards
- Personal Items
- Any other material token, including used items that would otherwise be discarded

**Accepting any such item from a resident (or on behalf of a resident, or from a family member making care decisions for the resident) may result in disciplinary action and possible termination.**

Additionally, Artists are prohibited from entering into any financial transaction with residents, including, but not limited to, loans, sales, purchases or handling of residents' funds or assets. If you are unsure if an item or individual falls into this policy, verify with Talent Arts first.

This policy is communicated to residents each year. Residents are encouraged to give to the Residents' Artist Christmas Fund as an alternative to physical gifts.

It is completely understandable that it may be difficult to turn down a well-meaning resident. Here are some ways to respectfully do so:

"I appreciate the thought, but I cannot accept anything."

"There is no need for a gift, I am happy to help."

"I cannot accept a gift but thank you for your kindness."

"Thank you, but I can only accept gifts through our Residents' Artist Christmas Fund."

You may find yourself in a position of being offered a tin of cookies at Christmas or other small (low cost/under \$10) food item. These items are permissible if small in volume and perishable. Greeting cards are also an acceptable item.

## **Nepotism and Relationships**

It is the policy of Arbor Acres United Methodist Retirement Community to provide fair and unbiased treatment of all Artists, as well as the perception of fair and unbiased treatment.

- No Artist will be in a reporting relationship with a relation.
- Relatives will not be employed in the same department or working for the same supervisor.
- Supervisors must not enter into romantic relationships with those who report to them. Should that possibility occur it must be immediately reported to management and the organization will determine if there is a transfer option for one of the Artists involved.
- The organization will not hire family members of Artists who are in the Business Office, Human Resources and Security areas. The purpose of this requirement is to prevent any perceived favoritism during investigations and to ensure people feel comfortable reporting incidents.
- No romantic or sexual relationships with residents or their family members (there may be approved exceptions: for example, an existing relationship prior to resident or Artist arrival of which the VP or Senior Director of the division is aware). See Gifts/Tips and Conflict of Interest Policies.

If you have a concern that you may violate this policy, please notify Talent Arts or your supervisor and we can review the situation.

## Outside Employment

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at Arbor Acres is prohibited. Arbor Acres recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to Arbor Acres should be reported to your manager/supervisor. Failure to adhere to this policy may result in discipline up to and including termination.

## ID Badge

The ID Badge is a part of your uniform and must be worn at all times. It provides you access to the campus and to appropriate buildings. The ID Badge must be returned to your supervisor in case of your employment ending.

If you lose or misplace the badge, you must stop at the Welcome Center and they will contact your manager. At that time, you will be permitted to visit Talent Arts where you may pay for a replacement badge (\$5.00)

## Smoking Policy

Arbor Acres United Methodist Retirement Community (Arbor Acres) respects each Artist's right to freedom of choice regarding the use of tobacco products, smoking and vaping, and at the same time strives to promote health and safety for all residents, Artists, and properties.

The use of tobacco products and smoking/vaping is prohibited without exception in all areas of the Arbor Acres property, including all licensed facilities and neighborhoods, except for one designated smoking area located adjacent to the loading dock which can be used on breaks and lunch periods.

## Employer Sponsored Social Events/Alcohol Consumption

Arbor Acres United Methodist Retirement Community, Inc. holds periodic social events for Artists. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by a manager/supervisor prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages (outside of working hours), you must do so in a responsible manner. Do not drink and drive. Instead, please call for a ride or appoint a designated driver. Alcohol use is not permitted during work time.

## Non-solicitation/Non-distribution Policy

Solicitations and distribution of literature by Artists on Arbor Acres property may be conducted only during non-working time, and solicitations of *any type* are prohibited if either the solicitor or person being solicited is on working time.

We also prohibit distribution of literature by Artists on Arbor Acres property in working areas or while on working time. Working time is defined as the time you are expected to be working and does not include your free time—for instance, break or meal times, whether you are being paid for the time or not.

Solicitations between Artists for the sale of any products, services, chances or contributions are prohibited unless you receive prior approval from the President/CEO or Vice President/CFO. For example, voluntary and informal efforts by Artists to collect money for the benefit of co-workers who are experiencing major events (marriages, births, retirements, deaths, etc.) may be approved. However such efforts are restricted to non-working hours.

This policy is not intended to restrict the statutory rights of Artists, including the right to discuss terms and

conditions of employment.

Violations of this policy should be reported to your manager/supervisor.

## **Bulletin Boards**

Arbor Acres maintains official bulletin boards for providing Artists with official notices, including wage and hour laws, changes in policies, and other employment-related notices. Arbor Acres may also post information of general interest to Artists electronically on Artist Central, via email and/or on the bulletin board. You are responsible for being informed about this material by reading Arbor Acres emails and/or notices on the bulletin board. Only authorized Talent Arts and Marketing personnel may add or remove electronic and/or paper notices or information.

## **Company Property & Facility Use**

You may not use Arbor Acres United Methodist Retirement Community, Inc. property other than incidentally for personal use during working time. You are responsible for returning Arbor Acres property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence.

Arbor Acres Wellness Center and other aspects of the property are for use by Artists before or after their shift or on lunches when they are clocked out. Otherwise, Arbor Acres facilities should not be accessed during your off-duty hours unless pre-approved by your supervisor.

All articles of property and equipment, including keys, ID badges, beepers, phones, tablets, laptops and tools belonging to Arbor Acres are for official business only and must be returned upon termination of employment. Arbor Acres' property and equipment may not be removed from the premises except for official business and with proper authorization. Items must be secured both on and off-campus, and not left unattended.

Willful misuse, waste or abuse of materials, supplies, property or equipment will be grounds for disciplinary action, up to and including termination. If equipment malfunctions, or property needs repair, please bring this to the attention of your supervisor immediately.

## **Meals and Drinks**

Artists are provided with one free meal per shift worked (two for a double shift) at the employee meal counter. Second and third shift Artists will have refrigerators stocked with meals once the counter is closed. Artists are also free to enjoy coffee and water at any café or dining location.

Resident sodas (fountain drinks and canned sodas), yogurt, popcorn and other snack products are limited to resident use only.

## **Dress Code/Hygiene**

Your personal appearance reflects on the public image of Arbor Acres. All Artists are required to report to work neatly groomed and dressed.

Each department may have its own dress code which may be stricter than the guidelines in this policy. Departmental requirements may include wearing uniforms or protective safety clothing and equipment, depending upon the position.

Arbor Acres will reasonably accommodate Artists with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on Arbor Acres. Contact your manager/supervisor to request a reasonable accommodation.

## **SPECIFIC REQUIREMENTS**

- Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.
- No yoga/stretch pants. No shorts. No sweatpants.
- No jeans, other than on casual days.
- Clothes should not have rips/tears (including jeans) and should not be wrinkled or stained.
- Clothes should not be overly revealing, short or tight. For example, if you are wearing stretch leggings, wear a long sweater or shirt that completely covers you in the back if you are to lean/bend over – Generally 2 inches or so above the knees.
- Undergarments should not be visible under white scrubs or other clothing.
- Clothes, tattoos, etc. should not have any offensive or provocative/sexual statements or images. Tattoos with such words or images should be covered.
- No hats, hoodies or bandanas (head scarves for religious reasons are fine) unless approved by supervisor. IF YOU ARE IN CERTAIN DEPARTMENTS (kitchen/outside work) where it is very hot or humid, your supervisor may permit forward facing hats and bandanas tied in the back. Hooded sweatshirts should be limited to being worn in outside situations.
- Hair must be clean and neatly styled. In certain jobs/departments, Artists must wear nets to ensure loose hair is secure and not loose or in contact with food. Any Artist serving food should ensure that hair is secured if long enough to get close to or touch food or plate. Hair that reaches close to or below the lower back level should be in a bun or style which shortens it to prevent contamination of the hair which can carry infections materials and deposit them on residents, food surfaces, or bedding. Long hair can also pose a safety risk by getting caught in wheelchairs or other equipment.
- Facial hair must be neatly shaven and groomed.
- Adequate personal hygiene must be maintained. Precautions should be taken to prevent unpleasant breath or body odor.
- Artists must have clean and presentable hands and fingernails. Nail polish must not be chipped. Nails must be neatly trimmed, a quarter inch or less in length if in Dining Arts or Nursing Arts for safety purposes. Chipped nails, long nails, nail jewelry and press on/nail extensions harbor infections and should not be worn in Dining, Security or Nursing departments.
- Jewelry:
  - Chunky/heavy accessories on your fingers, ears and neck are not permitted in most positions as they can be a safety hazard.
  - In many departments, you may have to limit the size or type of jewelry for safety purposes or general professionalism (for example, hoop earrings or dangling earrings may cause a safety hazard in certain areas).
  - Ear gauges may not be more than 19.0 mm, unless otherwise approved by your supervisor.
  - If you have piercings other a single set in your ears, make them as discreet as possible by removing the piercings or wearing tiny piercings that are less noticeable.
- Shoes should be clean and appropriate/safe for your position. For most positions, no heels or open toed shoes should be worn.
- Artists whose primary job is office work may wear heels no more than 3 inches in height and open toed shoes. Flip flops are not permitted.
- If you need religious, pregnancy related or disability related accommodations, please contact Talent Arts.

### **Casual or Dress-Down Days:**

Arbor Acres allows casual or dress down days for certain occasions. While most of the dress code would still apply, jeans are permitted, as well as company logo or plain t-shirts (not t-shirts with pictures or phrases.)

## Driving/Parking on Campus

- ALL DRIVERS (including drop-off drivers) must obey traffic rules and speed limits (25 mph on campus) and not drive distracted (ex. do not use cell phones unless in hands-off mode; do not eat or put on makeup while driving.)
- Use the designated parking area which your supervisor will show you.
- Specific parking spaces are reserved for those with disabling conditions and are marked by signs. Parking is by special permit available only for such persons. The Security department may request a copy of the assigned disability identification card if an Artist parks in a space reserved for those with disabling conditions.
- Arbor Acres cannot be responsible for theft and/or damage to vehicles.

## Social Media

At Arbor Acres United Methodist Retirement Community, Inc., we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers worldwide. However, the use of social media also presents certain risks and carries with it specific responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for the appropriate use of social media.

### Guidelines:

*Social media* includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's weblog or blog, journal or diary, personal website, social networking or affinity website, web bulletin board, or a chat room, whether or not associated or affiliated with Arbor Acres, as well as any other form of electronic communication.

The same principles and guidelines found in Arbor Acres policies apply to your activities online. **Ultimately, you are solely responsible for what you post online.** Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct and/or posts that adversely affects your job performance, the performance of fellow associates, or otherwise adversely affects residents, contractors, suppliers, people who work on behalf of Arbor Acres, or Arbor Acres' legitimate business interests may result in disciplinary action up to and including termination.

Should any Artist request that you remove a posting with them in it, you should take down the posting.

### Know and follow the rules:

Carefully read the Arbor Acres Code of Conduct guidelines to ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### Social Media HIPAA/Privacy Requirements for Residents:

Artists are not permitted to take photos of residents. Sharing personal medical information without authorization may be a HIPAA violation, and we wish to maintain privacy for all residents.

### Some photo exceptions (care facilitation and marketing purposes).

- Marketing and Life Enrichment maintain a list of residents who have given their permission for pictures under certain circumstances. These pictures must be taken only by Marketing or Life Enrichment.

- **Care Facilitation:** Pictures to facilitate patient care (for example, to show a rash to an individual authorized to support care) are generally discouraged and must be authorized by an individual in nursing administration.

### **Be respectful:**

Always be fair and courteous to fellow Artists, residents, contractors, suppliers, and people who work on behalf of Arbor Acres. Also, remember that you are more likely to resolve work-related complaints by speaking directly with your co-workers than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, disparaging residents, Artist, or suppliers, or that 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.

### **Be honest and accurate:**

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about Arbor Acres, fellow Artists, residents, contractors, suppliers, people working on behalf of Arbor Acres, or competitors.

### **Post only appropriate and respectful content:**

- Maintain the confidentiality of Arbor Acres' private or confidential information. Confidential information may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications.
- Do not create a link from your blog, website, or other social networking sites to an Arbor Acres website without identifying yourself as an employee of Arbor Acres.
- Express only your personal opinions. Never represent yourself as a spokesperson for Arbor Acres. If Arbor Acres is a subject of the content you are creating, be clear and open about the fact that you are employed by the organization and make it clear that your views do not represent those of Arbor Acres or Arbor Acres Home Care, fellow Artists, residents, contractors, suppliers or people working on behalf of Arbor Acres. If you publish a blog or post online related to your work or subjects associated with Arbor Acres, make it clear that you are not speaking on behalf of Arbor Acres.

Include a disclaimer such as **"The postings on this site are my own and do not reflect the views of Arbor Acres."**

### **Using social media at work:**

You are not permitted to use social media while on work time or on the equipment we provide, unless it is work-related as authorized by your supervisor and consistent with the Arbor Acres Technology Use policy. Do not use Arbor Acres email addresses to register on social networks, blogs, or other online tools utilized for personal use.

### **For more information:**

If you have questions or need further guidance, please contact the Talent Arts department.

Nothing in this policy is designed to interfere with, restrain, or prevent Artists from communications regarding wages, hours, or other terms and conditions of employment, or to restrain Artists in exercising any other right protected by law. All Artists have the right to engage in or refrain from such activities.

## Media Requests/Legal Disclosures

Artists should not speak to the media on Arbor Acres' behalf without contacting the Marketing Arts Director. All media inquiries should be directed to the Marketing Arts department.

From time to time, Arbor Acres United Methodist Retirement Community, Inc. may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, those who formerly worked at Arbor Acres, newspapers, law enforcement agencies, and other outside persons may contact our Artists to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of Arbor Acres and should refer any call requesting the position of Arbor Acres to Marketing Arts or the President/CEO. If you have any questions about this policy or are not certain what to do when such a contact is made, contact Marketing Arts.

## Security & Safety

All Artists are responsible for helping to make Arbor Acres United Methodist Retirement Community, Inc. a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your manager/supervisor immediately. Refrain from discussing specifics regarding Arbor Acres security systems, alarms, passwords, etc. with those outside of Arbor Acres.

## Search Policy

Arbor Acres United Methodist Retirement Community, Inc. property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of Arbor Acres and is subject to inspection at any time, without notice to any Artists, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Arbor Acres premises including that kept in lockers and desks.

## Inspections

Due to the nature of our work, we reserve the right to require you to open your locker, handbag, lunch box, or other packages for inspection. A supervisor has the authority to examine anything that appears unusual on or about you and may examine the interior of your motor vehicle while it is on the premises of Arbor Acres. You have the right to request that a second supervisor be present when this search is conducted. Locks and lockers remain under the control of Arbor Acres and we maintain the right to search lockers without permission should the need arise.

## Visitors, Pick-Ups and Drop-Offs

To maintain the necessary degree of security at Arbor Acres:

- We ask that staff not have visitors (other than pick-up/drop-off). If there is a rare circumstance where you wish to request permission for a visit, these visits must be pre-approved by your manager.
- CALL AHEAD TO NOTIFY THE WELCOME CENTER (x1205) IF YOU ARE BEING PICKED UP. Visitors will be turned away otherwise.
- If you are dropped off/picked up, the driver must stop and offer identification at the Welcome Center.
- Visitors should remain in the car during pick-up/drop-off.
- Please instruct visitors to park in designated parking areas only.

## Face Masks in the Workplace

The Centers for Disease Control and Prevention (CDC), the Occupational Safety and Health Administration (OSHA), and the World Health Organization (WHO) have found that wearing face masks can help prevent the spread of COVID-19 and certain other conditions, especially when social or physical distancing cannot be accomplished and in areas of significant community spread. This is especially true for individuals who are not fully vaccinated and individuals with immunocompromising conditions who remain at risk for COVID-19 infection after vaccination.

### Mask Use:

If you are not vaccinated for the flu, you must wear a facemask between October 1<sup>st</sup> and March 31<sup>st</sup> of the following year (flu season) at all times in all parts of the campus, unless outside or alone in a personal vehicle.

When COVID-19 or other illnesses are present in our healthcare center, it is required that you wear a face mask at all other times in that center (except when eating or drinking). Announcements about masking will be made by your supervisor and are on Artist Central.

### Face masks must:

- Completely cover the nose and mouth.
- Fit snugly against the sides of the face and not have any gaps.
- Be secured with ties or ear loops.

Arbor Acres will provide you with a face mask for your use.

### Accommodation Requests:

If you require an accommodation regarding this policy for reasons based on religion, disability, or other grounds protected by federal, state, or local laws, contact the Talent Arts Department.

You may request the accommodation orally or in writing.

(See our ADA Policy for details.)

## Inclement Weather

The nature of service provided at Arbor Acres dictates that we maintain a fully staffed schedule at all times. Therefore, it is the policy of Arbor Acres that if you are scheduled to work, you are needed and are expected to report to work as scheduled. Please plan ahead for periods of inclement weather to avoid transportation problems.

Under most circumstances, you will be responsible if you miss work during periods of inclement weather, and any absence will be counted. Exceptions will be made only under rare and unusual circumstances.

The VP of Operations will determine if the Inclement Weather/Snow Plan is implemented and that department will send out reminders to Artists at various times throughout the inclement weather season, and when the weather forecast predicts inclement weather. The announcement that Arbor Acres has enacted the snow plan will be sent via email and will be posted on local news stations (WXII12 and WFMY News 2

**When this policy is in effect, Artists that are scheduled to work but cannot get to work because of the inclement weather, will be asked to call 336-724-7921 (ext. 1249) and request transportation at least 2 hours and preferably 4 hours before their shift/need.** You should be prepared to provide directions, an address and a telephone number. There may be delays as the transportation is for multiple Artists and therefore may have to leave at times or take routes that cause the commute to take longer.

## Workplace Violence and Security Incidents

Arbor Acres strives to maintain a working environment free from violence and intimidation. This applies to Artists, residents, vendors and all others associated with Arbor Acres. We have "Zero Tolerance" for any type of violent action or threat of violent action. Each situation will be reviewed individually; however, termination is likely for Artists who violate this policy.

Immediately advise your manager/supervisor of any known or potential security risks and/or suspicious conduct of Artists, customers, or guests of Arbor Acres. Safety and security is the responsibility of all of us and we rely on you to help us keep our premises secure.

### **Prohibited Conduct:**

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited conduct includes, but is not limited to:

- Physically injuring another person, or physically interacting with the person in such a way to cause them fear of injury (ex. Bumping into them intentionally, looming over someone while raising a fist or finger at them.)
- Threatening to injure a person or damage property (whether the threat is made in person or via other means. This includes vague threats such as: "You'd better watch it..." "I have a gun and I know how to use it...")
- Possessing a firearm or other weapon on Arbor Acres property (to include if in your vehicle).
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

### **Reporting Concerns**

You should immediately report workplace threats or violence to your supervisor, another manager, Talent Arts or (if needed) contact Security or the police.

While we do not expect you to be skilled at identifying potentially dangerous persons, you are expected to exercise good judgment and inform their managers/supervisors and the Talent Arts Department if any Artist or person exhibits behavior that could be a sign of a potentially dangerous situation so that we can promptly investigate and, if needed, find the person support.

Examples of such behavior include:

1. Discussing weapons or bringing them to the workplace;
2. Displaying overt signs of extreme stress, resentment, hostility or anger;
3. Making threatening remarks;
4. Sudden or significant deterioration of performance;
5. Displaying irrational or inappropriate behavior.

We recognize that violent behavior can sometimes stem from stress, frustration, conflicts, and the use of alcohol or illegal drugs. To that end, we want you to know that there are a variety of ways that you can get help and support. Artists may contact their supervisor, the Talent Arts department or the Chaplain to receive referrals to appropriate resources.

### **Retaliation:**

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to your manager/supervisor or the Talent Arts department.

## **Emergency Situations**

When danger or the threat of danger is present, Artists should contact the Winston-Salem Police directly by calling 911 (or 8-911 from an inside phone). As soon as practical, the Artist should contact their manager/supervisor and the Talent Arts department or Security.

If you confront or encounter an armed or dangerous person, make no attempt to challenge or disarm the person. Remain calm, make constant eye contact, and talk to the individual. Contact a manager/supervisor if possible. Otherwise, cooperate and follow the instructions given by the armed or dangerous person.

## **Fire Prevention**

Fire prevention is a very important part of our responsibilities. If you discover a condition that you think constitutes a fire hazard, report the situation to your manager/supervisor immediately.

Artists are expected to participate in fire drills and fire safety training classes. Every Artist will be trained in fire safety and in procedures to follow during a fire emergency.

## **Medical Requirements**

Arbor Acres has the right to require medical tests as permitted by Federal and State law. If you willfully harbor and keep secret any medical condition or disease that may endanger the health of our residents or Artists, you may be subject to disciplinary action.

## **Job Duties, New Positions & Training**

### **Job Descriptions**

It is the policy of Arbor Acres for all employment positions to have a corresponding job description which you can review at any time in the HR information system (Paycom). If you ever have questions about your job description, please talk to your manager.

### **New Hires/Introductory Periods**

The first 90 days of employment are considered an introductory period. During this period, Artists will become familiar with Arbor Acres and their job responsibilities, and managers will have the opportunity to assess the Artist's fit for the organization both in terms of values and performance. The introductory period with Arbor Acres can be lengthened as deemed appropriate by management and Human Resources. Completion of this introductory period does not imply guaranteed or continued employment, and does not change the nature of the "at-will" employment relationship.

Artists who are within their introductory period will not generally be afforded more than one disciplinary action before termination, and as always termination can occur at any time and for any reason. However, the organization will do its best to coach and support an Artist who appears to be close to meeting standards.

Generally, the organization will provide an introductory performance appraisal at the end of 90 days to assist the Artist in determining where they can improve for the future. This appraisal is generally not tied to a pay increase.

In general, during the first 90 days of employment, Artists may not use Paid Time Off (PTO) unless for a recognized holiday or pre-arranged with management during the hiring process.

## Orientation

New Artists generally will receive both a Talent Arts Orientation (which will assist with learning about the organization as a whole) and a Departmental orientation/training period.

## Posting of Jobs/ Internal Promotions/Transfers

Arbor Acres United Methodist Retirement Community, Inc. desires to promote qualified Artists from within where it believes that is possible, consistent with the need to assure that all positions are filled by highly competent individuals.

Internal postings are placed in the Paycom system for Artists to view.

- Artists should apply for the position in Paycom.
- Artists should notify their manager of their application.
- **Artists who have been in their position less than 6 months or who have a disciplinary session during that time generally will not be considered unless it is for a transfer to the same role in a different area or shift.**

## Mandatory Training Programs

Arbor Acres mandates certain training that may be required by a state or federal agency, or for other reasons. Artists are expected to take their assigned courses by the due date.

If courses are not completed, an Artist will be taken off schedule. Repeated issues with missing training will be dealt with through disciplinary action.

## Other types of training

Artists and managers are responsible for finding the best ways to build a continuous professional development culture. Managers may experiment with job rotation, job shadowing and other types of on-the-job training (without disrupting daily operations). We also encourage Artists to use Paycom's learning portal for self-paced learning, and for managers to pay for training classes which will help the Artist grow in their role.

## Wage and Hour Policies

### Attendance

In order to deliver the best service to our residents and minimize disruptions, it is important that all Artists work their scheduled hours and provide ample notification when they cannot do so.

### Communication with Supervisor

It is important to keep your supervisor informed about deviations from your normal schedule (leave early, etc.) It is also important to be on time and call ahead if you will be out or late. Failure to notify your supervisor of an absence, a tardy or leave early ahead of time may result in discipline.

### Approved versus unapproved absences

Approved absences are encouraged and are important to managing work-life balance. Unapproved absences impact the business negatively and can result in discipline.

**Approved Absences** are absences you have requested at least a day in advance, and which have been approved by your supervisor. Supervisors will not approve absences that:

1. Are excessive (for example, if you do not have any PTO left or have had multiple short notice absences, your supervisor may choose not to approve an absence).
2. Result in understaffing or an impact on the business operations. For example, leave during a busy period when another Artist already has time off is unlikely to be approved.

**Unapproved Absences still require as much notice as possible and should only be taken if there is no alternative.** Unapproved absences may result in discipline.

In some cases, a supervisor may request proof of a reason for an absence particularly in the case of lengthy or repeated absences, or absences that indicate a potential pattern of abuse (every Friday off, for example).

### **No-Show No Call Policy**

If you fail to contact your supervisor or show up for work for three consecutive shifts for which you are scheduled to work, your position will be terminated, as we will presume you have resigned.

### **Departmental Attendance Rules**

Each division, department and supervisor may have different rules for attendance.

Supervisors are instructed to be consistent with their expectations; however, they have the opportunity to use their discretion for discipline based on: reasons and frequency of absences, overall performance, length of notice given and other non-discriminatory factors.

### **Paid Time Off/ Holidays**

The company provides Paid Time Off to eligible Artists (full-time/regular). **If you need information feel free to contact Talent Arts or review the Benefits Summary Booklet on Artist Central which includes information about eligibility, accruals, etc.**

### **Approved Leaves**

FMLA (Family Medical Leave Act), ADA (Americans with Disabilities Act), USERRA (Uniformed Services Employment and Reemployment Rights Act), leave under the PWFA (Pregnant Workers Fairness Act) and other approved leave will not result in discipline, even if they are unplanned, as long as you notify us in accordance with standard attendance procedures and notify your supervisor you are taking time off for approved leave.

**To find out more information and learn more about your rights under FMLA, PWFA, ADA, USERRA or other leave, feel free to contact Talent Arts, or review the Benefits Summary Booklet on Artist Central which includes leave details.**

If you need to be out for any reason (other than vacation/personal time) for three full days or more (or for an intermittent issue which might qualify for FMLA or USERRA), you should request leave through Paycom. The leave will be initially reviewed for FMLA or USERRA; however, if your leave does not qualify or you are not eligible, the company will provide a 4-week leave for those with serious personal health conditions, and will consider doing so for individuals with other needs (family medical, etc.)

Should your situation require more time off once FMLA ends, a 4-week leave will be granted following FMLA for individuals who are on personal medical leave. ADA will be considered when all other leave has been exhausted for individuals with disabling conditions and leave under the PWFA for pregnant workers.

**4-Week Leave** will require documentation of the reason that the leave is needed and will only be permitted continuously (not intermittently). Other than for personal medical leave (for self), this type of leave will require both supervisory and Talent Arts approval. Approval will be based on tenure, performance history, past attendance/use of leave, and business/departmental needs.

Other situations will be considered on a case-by-case basis.

## Benefits While on Leave

Benefits will be continued through any 4-week leave (unless this leave is added to the end of an FMLA leave to extend it) and are protected under FMLA leave (including allowing Artists to drop benefits within 30-days of FMLA beginning and allowing them to pick benefits back up at the time the Artist returns from FMLA leave). Otherwise, benefits will end if someone is on leave. Benefits will be managed according to the plan documents.

## Job classifications

### Employment Class

- **Exempt** – These Artists are exempt from overtime pay due to meeting certain DOL job duty exemption factors and salary thresholds.
- **Non-Exempt** – These Artists will receive overtime in accordance with FLSA requirements.

### Pay Types

- Salaried (paid at a bi-weekly rate) and Hourly (paid at an hourly rate based on hours worked)

### Employment Types:

- **Fill-in/PRN/Short-Term** – These are Artists who fall into several categories:
  - On call as needed, no ongoing set schedule. (As an example, the PRN Artist are expected to work a certain number of hours per month; however, there is no set expectations on which shift or weeks they may work.)
  - Fill-in or short-term Artists such as interns or Artists expected to work for a period of time (generally less than 12 months).
- **Regular** – These Artists are expected to generally work a regular schedule, although it may vary, and unless there is a change in job or status, there is no anticipated end date at the time of hire.

### Status

- **Full-Time** – Generally scheduled to work 30+ hours per week.
- **Part-Time/PRN** – Generally scheduled to work less than 30 hours per week on a regular basis.
- **FT\_ACA** – An Artist who is scheduled to work Part-Time, but who achieved full-time status under the ACA during a measurement period, and therefore is eligible for medical benefits.

## Changes in your job

Should you take a position with a different job classification, your benefit status may change as well. If you change *from* Full-Time *to* Part-Time or PRN/Fill-In status, and you have provided us an appropriate two week notice or you have been shifted to that position by the company, you will be paid for any accrued PTO time, provided you have been in a full-time status for at least **twelve months**.

If you change *from* Part-Time or Temporary *to* Full-Time, the first three months of full-time employment will be considered as your introductory period. The effective date of Full-Time employment will become the date from which eligibility for insurance benefits and PTO will be calculated. Your length of service will be calculated from the date you began continuous employment with Arbor Acres in *any* classification (your hire or rehire date.)

## Compensation

At Arbor Acres United Methodist Retirement Community, Inc. reviews compensation based on market data, individual effort, company revenue and other factors. Arbor Acres strives to offer all its Artists a competitive salary and benefits package, while assuring that total compensation meets acceptable standards in light of its not-for-profit, tax-exempt mission as well as remaining competitive with other organizations who compete for Arbor Acres' talent. Annual merit increases are not guaranteed but generally occur around May.

## Pay Week

Sunday 12:00AM through Saturday 11:59AM

## Overtime Pay

Arbor Acres calculates overtime pay for hourly Artists based on a 40-hour workweek. That is, any hours over 40 that a non-exempt Artist works during a pay week will be paid at a rate of one-and-one-half times the Artist's normal hourly rate.

## Pay Period

At Arbor Acres United Methodist Retirement Community, Inc., the standard pay period is bi-weekly for all Artists. Pay dates are alternate Fridays. If a pay date falls on a holiday, you will be paid on the preceding workday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your Manager if this type of date arises.

Review your paycheck for accuracy. If you find an issue, report it to your Manager immediately.

## Paydays

Pay dates are on alternate Fridays and cover the pay period ending on the previous Saturday. All Artists are paid by direct deposit. Your pay statement will be available on Paycom.

If you have any questions about your compensation, including matters such as paid time off, overtime, benefits, or paycheck deductions, speak with your manager/supervisor or the Talent Arts department.

## Paycheck Deductions

Arbor Acres United Methodist Retirement Community, Inc. is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt Artists may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact your manager/supervisor.

Arbor Acres will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to your manager/supervisor or Payroll.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

The Organization will not retaliate against those who report erroneous deductions in accordance with this policy.

## Personal Data Changes

It is your obligation to update information in Paycom to ensure Arbor Acres has correct contact information, including current mailing address and telephone number. Inform Arbor Acres of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings.

## Posting of Work Schedules

Work schedules vary from department to department. Your manager/supervisor will let you know about your work schedule and procedures for reporting to and leaving work. Work schedules may be modified in response to our business needs. Refusal to work overtime or special hours when you are required to do so may result in disciplinary action.

## Recording Time

Arbor Acres United Methodist Retirement Community, Inc. is required by applicable federal, state, and local laws to keep accurate records of hours worked. To ensure Arbor Acres has complete and accurate time records and that you are paid for all hours worked, nonexempt Artists are required to record all working time using the payroll system and/or time clocks. Exempt Artists may also be required to track days or time worked. Speak with your manager/supervisor for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked, and must follow Arbor Acres established procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work other than usual breaks.

If you are required to clock in, you should clock in no more than five minutes ahead of your start time and clock out no later than five minutes after your quitting time.

Notify your manager/supervisor or the Talent Arts department in writing of any pay discrepancies, unrecorded or misreported work hours, or any involuntarily missed meal or break periods.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to Talent Arts any Artist, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

## Meals and Rest Periods

**Meal periods** for hourly Artists are thirty minutes and unpaid. Your supervisor, in accordance with our operational needs, determines the scheduling of meal breaks. You must punch out (lunch out/lunch in) for your thirty-minute meal period. If you do not receive a thirty-minute uninterrupted meal period, let your supervisor know on that day. Your supervisor will note this on your time record, and you will receive pay for the time worked. Your meal periods may not be shortened to leave work early or arrive late without prior approval from your supervisor.

**Rest Periods:** If your workday consists of or exceeds seven and one-half hours, you may be provided two fifteen-minute paid rest break periods daily in addition to one thirty-minute unpaid meal break period. Rest breaks are scheduled so that you can rest away from the work area at specified times and may not be combined or shortened to extend meal breaks or arrive late/leave early. Artists who voluntarily work through their rest breaks will not be paid additional compensation.

Your supervisor, in accordance with our operational needs, determines the scheduling of rest breaks. Rest breaks are paid time and may be interrupted or canceled entirely at any time based on the workload and needs of Arbor Acres.

Again, due to our unpredictable requirements, your rest break period may be subject to interruption. Rest breaks are to be taken on Arbor Acres property. If you must leave campus unexpectedly for a break, notify your supervisor and clock out when leaving and clock in upon returning.

Smoking during rest breaks is permitted in the approved area, and the 15-minute rest break period includes the time to get to the smoking area and back to the work area promptly.

## Overtime

At certain times Arbor Acres United Methodist Retirement Community, Inc. may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

If you are non-exempt, you qualify for overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek.

PTO does not count as time worked for computing overtime.

All overtime must be approved in advance, in writing, by your manager.

## Personnel and Medical Records Files

Arbor Acres United Methodist Retirement Community, Inc. maintains separate medical records files and personnel files for all Artists. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable ADA and other laws and access is on a "need-to-know" basis only.

Managers/supervisors and others in management may have access to your personnel file for possible employment-related decisions. If you wish to review your personnel or medical records file, you must give Arbor Acres reasonable notice. Inspection must occur in the presence of an Arbor Acres representative.

All requests by an outside party for information contained in your personnel file will be directed to the Talent Arts department, which is the only department authorized to give out such information.

**Medical information is considered HIPAA protected if associated with the self-insured medical plan. (Workers' Compensation information is not considered HIPAA protected.) The HIPAA Privacy Notice for the medical plan is in the summary plan description on Artist Central.**

## Technology Use

**Reasonable Usage:** Artists with internet and computer access should limit personal use to incidental (personal social media, viewing videos or computer game playing is not appropriate use, particularly when frequent or excessive).

**Company Software Use:** All software acquired for or on behalf of Arbor Acres, or developed by Arbor Acres Artists or contract personnel on behalf of Arbor Acres, is and will be deemed Arbor Acres property. It is the policy of the Arbor Acres to respect all computer software rights and to adhere to the terms of all software licenses to which Arbor Acres is a party. You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers,

Unauthorized duplication of software may subject you and/or Arbor Acres to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your manager's approval. All software acquired by Arbor Acres must be purchased through the IT Administrator.

**General Rules:** Abide by the following rules in using company software and technology.

- Information within the Arbor Acres firewall does not need to be encrypted. However, PHI (medical information plus a personal identifier such as date of birth, name, address, etc.) should be limited to password protected systems and internal communications necessary to manage care or payment for services.
- While our systems are set up to encrypt personal information, if you are sending confidential information or PHI to individuals without an Arbor Acres email address, the word "Encrypt" may be typed in the subject line (first word) to ensure encryption.
- Accessing anything that violates company policies on company time or company property may result in termination. In addition, any such behavior that takes place offsite but is seen by Arbor Acres Artist may also result in termination under the related policy. This includes confidentiality, HIPAA, workplace violence and harassment policies.
- Do not allow other users to log in as you.
- Do not use the company software for personal solicitations, chain letters, etc.
- Do not use unknown thumb drives to upload information to our systems, or to save company documents which are confidential.
- Adhere to copyright laws and attribute use as required.
- Do not establish any connection from the Internet or service provider into any other computer system, equipment, etc. including Arbor Acres' systems, unless specifically authorized in writing.

**Privacy:** All technology including intranet and internet infrastructure and e-mail systems are not to be considered to be private, despite any contrary designation either by sender or the recipient. Accordingly, Artists have no expectation of privacy in their email messages.

Arbor Acres has a right to monitor e-mail messages at its sole discretion in the ordinary course of business, even if Artists use passwords or the system's delete function. Accordingly, Arbor Acres may access Artists' e-mail mailboxes and deleted messages, and Arbor Acres may be compelled to disclose certain e-mail messages.

Artists should be aware that the use of the e-mail system's delete function does not always completely destroy the targeted email message.

REMEMBER TO LOG OFF A COMPUTER BEFORE WALKING AWAY FOR ANY LENGTH OF TIME.

## Employer-Provided Cell Phones/Mobile Devices

Arbor Acres may issue certain cell phone/mobile devices for work-related communications and/or operations.

We understand that you may use the cell phone/mobile device for personal use; however, such personal use should be minimal not exceed the plan allowance. When the cell phone/mobile device is used for personal reasons and the activity results in additional cost to Arbor Acres, you are responsible for the cost of that usage, including all applicable taxes, unless prohibited by law.

Arbor Acres owns and remains entitled to all cell phone/mobile devices issued to Artist, including all passwords controlling access to them. You may not change those passwords except with permission. At the time of employment termination, all such equipment and passwords must be returned to Arbor Acres in operable condition.

Please be aware that Arbor Acres' IT Department has full access to view locations, installed applications, etc. of all corporate devices. These devices fall under full purview of our Acceptable Use Policy. Violation of this policy may result in discipline, up to and including termination of employment.

## Personal Cell Phone, Earbuds and Mobile Device Use

While Arbor Acres United Methodist Retirement Community, Inc. permits Artists to bring personal cell phones and other mobile devices (i.e. smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. They also prevent you from paying full attention to residents and other Artists (even if wearing earbuds). Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you.

To show excellent service to our residents, supervisors and Artists should not wear earbuds unless clearly on break or at lunch.

During working time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Arbor Acres property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA) and applicable law related to one-party consent. Videos may not be made in non-public areas without the consent of all parties.

You are expected to comply with Arbor Acres policies regarding the protection of confidential and proprietary information when using personal devices.

You may have the opportunity to use your personal devices for work purposes. Before using a personal device for work-related purposes, you must review the **Technology Use Policy** obtain written authorization from your department director and IT. The use of personal devices is limited to certain Artists and may be limited based on compatibility of technology. To ensure the security of Arbor Acres information, you must comply with all Arbor Acres IT policies related to technology and the use of cell phones. If you are required and authorized to use your personal device, you may receive a monthly stipend based on the estimated use of the device. If you obtain or currently have a plan that exceeds the monthly stipend, Arbor Acres will not be liable for the cost difference.

## Records Retention

Personnel records are maintained according to Arbor Acres' Retention Policies, for at least as long as required by law. The organization disposes of confidential information in a secure manner through shredding or other electronic means.

## Pre-Employment & Ongoing Screenings

### Criminal Background Screening & Arrests/Charges

It is the policy of Arbor Acres to perform pre-employment criminal screening upon and offer of employment, or prior to placement as a temporary, contracted staff. The initial screening will require authorization and notification of his/her rights. Further screenings will be permitted under the initial screening agreement. Arbor Acres may also perform background checks on Artists in the case of a valid suspicion of arrest or charges.

The Talent Arts Department will review the background check in accordance with the EEOC guidelines, and should there be concerns with a check from a third party, the applicant or Artist will be further reviewed with any additional information presented by the applicant or Artist, and all FCRA notification forms will be provided as required.

### Criminal Activity/Arrests

Involvement in and/or conviction of criminal activity while employed by Arbor Acres, whether on or off Arbor Acres property, may result in disciplinary action including suspension or termination of employment.

If an Artist is arrested for or charged with a crime, the Artist must notify Arbor Acres within 24 hours of the arrest or charge, or at the latest the start of their next working day. The Artist should not work until Talent

Arts has an opportunity to review the situation. An Artist who fails to notify the Company of such an arrest or conviction within this specified period may be subject to immediate termination.

## **Pre-Employment and Position Change Fitness for Duty**

It is the policy of Arbor Acres to perform physical testing prior to employment or placement in a new position to ensure Artists in applicable positions are physically able to perform the essential functions of the job. Applicable positions include the following - Nursing, Maintenance, Security, Utility/Floor Technicians, Dining, Housekeeping and Laundry.

Should an applicant be incapable of performing the essential functions of the job, the applicant will have the opportunity to enter an interactive discussion related to accommodation under the Americans with Disabilities Act or the Pregnant Workers Fairness Act. The organization will provide reasonable accommodation to assist them in performing the essential functions unless it is an undue hardship on the organization.

See ADA/PWFA policy for further details.

## **Vaccination Policy**

Arbor Acres' Vaccination Policy is subject to change based on internal and external factors. Vaccines are not mandatory; however, they are offered at no cost to Artists and Artists must specifically decline a vaccine if they do not want to get vaccinated. All Artists are required to view a Vaccine Education training annually. After the training should an Artist choose to decline the vaccination, the Artist will sign a form explaining that decision.

In the case of the flu vaccine, all Artists who choose not to be vaccinated will be required to wear a mask between October 1st through March 31st of the next year at all times on campus (any building) unless outside of the buildings.

## **New Artist TB, Hepatitis B and COVID Screening/Vaccination Tracking**

It is the policy of Arbor Acres to conduct two TB skin tests. Each new Artist will be given a TB skin test on their first day of employment (before work begins). It is the Artist's responsibility to have this TB skin test read by nursing personnel between 48-72 hours. No new Artist working in the healthcare buildings may begin working in a role interacting with residents or in the kitchen until the first TB test has been read.

Artists are responsible for getting a 2nd TB skin test within 14-21 days from the nursing Artist. If a new Artist has had a two-step TB skin test done at another facility within the last 12 months and can provide proof, then these results will be accepted and placed in the Artist's personnel file in place of the 2<sup>nd</sup> skin test. Results will be recorded and placed in the Artist's personnel file.

When the result of the test is positive, the Artist will be sent to the County Health Department for follow-up screening.

Each Artist will be screened for COVID-19 upon hire. If positive, appropriate contact tracing and isolation protocol will be followed.

Each Artist will be required to attest to their status related to COVID-19 and flu vaccinations during the hiring process.

Each Artist will be offered a Hepatitis B vaccination upon hire and will complete a form either accepting or declining the vaccination, along with details of any previous vaccination.

## **Annual TB Screening and Vaccinations**

Arbor Acres required all Artist to return a TB screening form annually (provided through Talent Arts). If there are red flags, the Artist will be directed to a nurse or to the clinic for further discussion.

Arbor Acres offers both flu and COVID-19 vaccines annually or in the case of COVID, more frequently as available. Artists will be provided education each year and if they choose not to get the vaccination, they will need to sign appropriate forms.

## Qualification Requirements

It is the policy of Arbor Acres that all Artists that provide direct resident services shall have the skills and competency to provide quality services. Each position has a written job description that specifies the minimum level of education, competency, and work experience for the position and the position's actual duties and responsibilities.

Professional staff will be licensed, certified, or registered in accordance with applicable North Carolina laws. Arbor Acres will check with the appropriate registry or professional licensing board if there is reason to doubt the qualifications of temporary personnel working at Arbor Acres. Arbor Acres will also take steps to ensure that students do not perform any services for which they have not trained and been found proficient by the instructor.

In the event that an individual has knowledge of or suspects that untrained or unqualified Artists are performing services outside their scope of practice, the individual is required to report this to the Director of Nursing as soon as possible.

## Credentialing Policy

To ensure the safety of our residents, it is the policy of Arbor Acres United Methodist Retirement Community, Inc. to credential both employed and contracted medical services providers. This policy covers physicians (Medical Doctors, Doctors of Osteopathic Medicine, and Doctors of Podiatry Medicine), dentists, nurses, nurse aides, pharmacists, rehabilitation services providers and other health professionals who provide direct health services.

Artist credentials are verified by the Talent Arts Coordinator for all candidates upon hire. The Talent Arts department ensures that all verifications of background and credentials are conducted prior to the delivery of services to residents or to Arbor Acres. Arbor Acres is a single site facility, therefore, we only verify credentials for the State of North Carolina.

If adverse information is discovered during the credentialing process, the applicant is no longer considered for employment.

## Driving/MVR Checks

### Golf Carts:

Golf carts do not require a driver's license to operate on private property but can cause hazards when driven unsafely. The campus contains many drivers in various vehicles, along with pedestrians. Therefore, it is important that all drivers follow the driving rules in the below section. Golf cart safety training is required before using a golf cart and annually.

Artists who fail to follow the requirements for drivers in the below section, who cause accidents or have near misses will be evaluated and disciplined if appropriate. Should the behavior continue, further discipline will occur up to and including termination.

### Other Vehicles:

If you drive a vehicle other than a golf cart as a part of your employment duties, you must maintain a valid driver's license and acceptable driving record. Arbor Acres will run a motor vehicle department check pre-hire and annually to determine your driving record. It is your responsibility to provide a copy of your current driver's license for your personnel file. **Any changes in your driving record, including but not limited to driving infractions, loss of license or loss of registration if you drive a personal vehicle for business activities must be reported to Arbor Acres within 24 hours and before driving for company**

## **business.**

State law requires all motorists to carry auto liability insurance. It is against the law to drive without insurance. If you use your own vehicle as a part of your employment duties, you must provide management with a current proof of insurance statement or card. New proof of insurance is required every time your policy expires and renews.

### **Expectations for drivers of all vehicles (including golf carts):**

- Obey all traffic rules including speed limits (25 mph on campus).
- Stop completely at all stop signs (no rolling stops).
- Be polite and considerate of other drivers.
- Do not drive distracted (no use of cell phones other than in hands-free mode, eating while driving, etc.).
- Do not drive under the influence of drugs or alcohol. If taking a legal drug which causes impairment, contact Talent Arts to discuss whether driving is appropriate under the circumstances.
- Pull over and rest if they are unable to safely drive due to tiredness or incapacity.

## **Drug and Alcohol Policy**

Arbor Acres United Methodist Retirement Community, Inc. is committed to providing a safe workplace and to establishing programs promoting high standards of Artist health. Consistent with these commitments, Arbor Acres has developed the following policy with respect to alcohol and substance abuse.

Drug tests will be administered to:

- Applicants pre-hire.
- At random for Artists who drive vehicles frequently for their position (examples are: Activities and Wellness Drivers, Maintenance Technicians).
- Artists who experience an accident which causes bodily or property harm.
- Artists whom management deems to appear “under the influence” of drugs or alcohol.
- Artists who are involved in an investigation of missing medication.

Illicit drugs include: Alcohol, THC positive for marijuana (even if this result may be caused by a prescription out of state or by CBD oil), any drug illegal without a valid prescription, to include prescriptions in another person’s name or prescriptions that are out of date for over a year.

### **The following actions will result in termination:**

- Artists who fail to follow up with the MRO (Medical Review Officer) when contacted to discuss a potential positive on a drug test;
- The use, sale, purchase, possession, manufacture, or distribution, or dispensing of illegal drugs or alcohol on Arbor Acres property or while on duty;
- Artist’s refusal to consent to testing, failure to appear for testing, tampering with the test, tampering with the specimen, or failure to cooperate with the testing procedure;
- Leaving drug test before satisfactory specimen is collected.
- Failure to notify the organization of a drug-related arrest, charge or conviction.

### **Positive Drug Test Results:**

Should the MRO (Medical Review Officer) report back a positive for illegal/illicit drugs or should the company discover an Artist is improperly using legal drugs to promote intoxication and no other terminable substance abuse offenses have been committed, the organization will consider a Last Chance Agreement in lieu of termination on an individual basis should the Artist otherwise be in good standing.

The situation will be reviewed prior to offering the agreement. As one example, if the Artist is in a safety sensitive position (driving, for example), and no transfer is possible, the Last Chance Agreement would not be offered.

The Last Chance Agreement is a one-time agreement in which the Artist agrees to assessment and counseling as prescribed by the assessment, as well as ongoing follow up random drug testing. If the Artist violates the terms of the Last Chance Agreement or the terms of the substance abuse policy following that agreement, or if the Artist refuses to participate, their employment will be ended. This policy does not change other terms of employment.

### **Impairment due to legal drugs:**

Any Artist who is taking any legal drug which might impair safety, performance, or any motor functions must advise his or her manager/supervisor before reporting to work while using or under the influence of such legal drug.

### **Recourse/Retesting**

Retesting of the same sample will be permitted as required by law, at the Artist's cost.

### **Drug Test Confidentiality/NC Board of Nursing Reporting**

Results of any Applicant and Artist's test for the use of illegal drugs or alcohol shall be transmitted to Arbor Acres and shall remain confidential. However, in order to effectively investigate drug and/or alcohol problems in the workplace and to enforce this Policy, it may be necessary for Arbor Acres to consult with other persons.

The North Carolina Board of Nursing ("NCBON") requires that for all persons who are licensed by the NCBON, Arbor Acres must report all pre-employment and random drug screens that test positive for an illicit substance. For the sole purposes of the NCBON's reporting requirements, illicit substance is defined as any drug contained in Schedule I or Schedule VI of the Controlled Substances Act of North Carolina, or any drug for which the nurse cannot provide a legitimate prescription. Arbor Acres must submit an Illicit Drug Report Form for each positive test result directly to the NCBON's Illicit Drug Program.

## **Performance, Discipline, Layoff, and Termination**

### **Discipline**

Arbor Acres does not have a formal progressive discipline process, and we may choose to discipline at any level and terminate at any time and for any reason. The goal of discipline is to help Artists understand and correct their behavior (this may include values concerns, policy violations, performance issues, attendance or other areas.) The following are the types of discipline that may be used in this process:

Verbal conversations – Generally these are for minor or first-time issues. (This may include a record of discussion in certain cases.)

Written warnings are generally for more serious or repeated issues. These generally (but not always) “fall-off” twelve months from the creation date.

The third written warning session within a twelve-month period generally will result in termination (however, termination may occur earlier depending on the situation.)

The company may also choose to suspend Artists (with or without pay – unless otherwise required by exempt pay rules) or implement a performance improvement plan (PIP) in conjunction with discipline. Artists who do not improve after a discipline or PIP will have further discipline or termination. Demotion or transfer may also be considered at any point in the process.

The following is a list (not all-encompassing) of offences that would be considered at the level of termination in most cases:

- Deliberately idling or performing duties negligently.

- Job abandonment.
- Violations of harassment, retaliation or discrimination policies.
- Theft or misappropriation of funds.
- Deliberately falsifying records (time records, etc.)
- Violations of the substance abuse policies.
- Violations of the workplace violence/weapons policies.
- Abuse or mistreatment of residents.
- Misuse of company or resident property.
- Failure to follow established safety procedures.
- Failing to maintain appropriate licensure.
- Convictions for offenses that would not permit continued employment.
- Serious violations of values/standards of behavior.

## Resignation & Termination Policy

Arbor Acres United Methodist Retirement Community, Inc. understands that even our best Artists may choose to leave the organization for professional growth, retirement or other reasons. Please provide us with notice & follow the guidance below to ensure a smooth transition.

### Notice Period

- Non-Management level Artists should provide a minimum of two weeks' notice of resignation.
- Manager levels and above should provide a minimum of four (4) weeks' notice.
- If you provide less notice than requested, Arbor Acres may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

Arbor Acres reserves the right to provide you with pay in lieu of notice.

### Final Pay, PTO and Benefits

Arbor Acres will pay separated Artists their final paycheck with all legal & authorized deductions in the regular manner and at the usual time of their paycheck.

PTO payout is described in the Benefits Summary Booklet. Your reason for termination and length of service will affect your PTO payout.

Your benefits will end your first day in termination status, unless otherwise described in the Benefits Summary Booklet or the summary plan documents for the plans.

Notify Arbor Acres if your address changes during the calendar year in which resignation or termination occurs to ensure any documentation necessary is sent to the correct address.

### Return of Property

Return all Arbor Acres property at the time of separation, including uniforms, cellphones, keys, tools, laptops, credit cards, and ID badges. Failure to return some items may result in deductions from your final paycheck where state law allows. In some circumstances, Arbor Acres may pursue criminal charges for failure to return Arbor Acres property.

### Non-Compete and Returning to Arbor Acres Campus

Regardless of your termination reason, for two years following your last working day at Arbor Acres, Artists may not return to Arbor Acres property to work for any entity (unless rehired by Arbor Acres). For example, if an Artist is a caregiver who leaves employment and goes to work for an outside agency, that Artist may not work on Arbor Acres campus or provide services for any Arbor Acres residents for two years following their last working day at Arbor Acres. This applies to all Artists who leave in good standing.

Artists who are terminated from employment for cause (i.e. theft, abuse or other misconduct), may not return to Arbor Acres property to work in any capacity, either for Arbor Acres or other outside agency.

Artists who leave employment of Arbor Acres are generally not permitted to visit campus following their termination date. Exceptions to visits by terminated Artists may be made on a limit basis by the President/CEO of Arbor Acres or the Director/VP of the department/division

### **Workforce Reductions (Layoffs)**

If necessary based upon business needs, Arbor Acres management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for all involved, and Arbor Acres will make its best effort to make sound business decisions while acknowledging the needs of its workforce and supporting its Artists through any reductions.

### **Post-Employment References**

It is the general practice of Arbor Acres to confirm dates of employment and job title only. With written authorization, Arbor Acres will confirm compensation. Forward any requests for employment verification to the Talent Arts department.