

**A division of Washington County Community Residential Services, Inc.**

**Employee Handbook**

**Effective**

**February 1, 2021**

It is my privilege to welcome you to Core Services of Northeast Tennessee. Core Services is dedicated to providing the best possible life for people supported. The ultimate purpose of our work together can be seen in our Mission Statement: ***We are committed to empowering people with intellectual disabilities to live a shared vision of a valued life in connection with family, friends, and community life.*** Core Services is also committed to being a great place to work. We recognize that our employees are our greatest asset. We want to hear your comments and concerns, so please share.

The Employee Handbook is intended to provide you with a clear understanding of what is expected from all employees and what you can expect from this organization. The policies expressed in the Employee Handbook are designed to create a positive work environment. If after reading this handbook you have any questions, please consult your supervisor or Program Director.

Once again, welcome to Core Services of Northeast Tennessee!

Regards,

Susan Arwood

Executive Director

EMPLOYEE HANDBOOK ACKNOWLEDGMENT

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (employee name), acknowledge that on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date), I received a copy of Core Services’ Employee Handbook and that I have read it, understood it and agree to comply with it. I understand that Core Services has the maximum discretion permitted by law to interpret, administer, change, modify or delete the rules, regulations, procedures and benefits contained in the Employee Handbook at any time, with or without notice. No statement or representation by a supervisor or manager or any other employee, whether oral or written, can supplement or modify this Employee Handbook. Changes can only be made if approved in writing by the Executive Director of Core Services. I also understand that any delay or failure by Core Services to enforce any rule, regulation, procedure contained in the Employee Handbook will not constitute a waiver of Core Services right to do so in the future.

I understand that neither this Handbook nor any other communication by a management representative or any other employee, whether oral or written, is intended in any way to create a contract of employment. I understand that, unless I have a written employment agreement signed by an authorized Core Services representative, **I am employed at will and this Handbook does not modify my at-will employment status.** If I have a written employment agreement signed by an authorized Core Services representative and this Employee Handbook conflicts with the terms of my employment agreement, I understand that the terms of my employment agreement will control.

.............................................

(Employee Signature)

.............................................

(Printed Name)

.............................................

(Date)

**Core Services**

**Employee Handbook**

**Revised 2/1/2021**

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**101 Nature of Employment**

Employment with Core Services is voluntary, and employee is free to resign at will at any time, with or without cause. Similarly, Core Services may terminate the employment relationship at will at any time, with or without notice or cause, so long as there is no violation of applicable federal or state law.

Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between Core Services and any of its employees. The provisions of the handbook have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or cancelled by management at any time, at Core Services' sole discretion. However, nothing in this handbook is intended to interfere, limit or relinquish an employee’s right to join with others to work toward altering the terms or conditions of his/her employment, including at-will status.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the chief executive officer of Core Services.

**103 Equal Employment Opportunity**

Core Services provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, creed, national origin or ancestry, ethnicity, sex (including pregnancy and sexual orientation), gender (including gender nonconformity, gender identity, and status as a transgender individual), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed services, genetic information, marital status, absence or lateness of a volunteer rescue squad worker who responded to an emergency prior to the time the employee was to report to work, or any other characteristic protected under applicable federal, state, or local law. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfers, leaves of absence, benefits compensation, and training.

Core Services has adopted a policy of "zero-tolerance" with respect to employee harassment. In this connection, Core Services expressly prohibits any form of employee harassment based on race, color, religion, creed, national origin, ancestry, sex (including pregnancy), gender (including sexual orientation, gender identity, and status as a transgender or transsexual individual), age (40 and over), physical or mental disability, citizenship, genetic information, past, current, or prospective service in the uniformed services, volunteer rescue squad service, or any other characteristic protected under applicable federal, state, or local law. Improper interference with the ability of Core Services’ employees to perform their expected job duties is not tolerated.

With respect to sexual harassment, Core Services prohibits the following:

Unwelcome sexual advances; requests for sexual favors; and all other verbal or physical conduct of a sexual or otherwise offensive nature, especially where:

* Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
* Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
* Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
* Offensive comments, jokes, innuendos, and other sexually oriented statements.

Examples of the types of conduct expressly prohibited by this policy include, but are not limited to, the following:

* Touching, such as rubbing or massaging someone's neck or shoulders, stroking someone's hair, or brushing against another's body.
* Sexually suggestive touching.
* Grabbing, groping, kissing, fondling.
* Violating someone's "personal space."
* Offensive whistling.
* Lewd, off-color, sexually oriented comments or jokes.
* Foul or obscene language.
* Leering, staring, stalking.
* Suggestive or sexually explicit posters, calendars, photographs, graffiti, cartoons.
* Unwanted or offensive letters or poems.
* Sitting or gesturing sexually.
* Sexual, racial or otherwise offensive E-mail or voice-mail messages.
* Sexually oriented or explicit remarks, including written or oral references to sexual conduct, gossip regarding one's sex life, body, sexual activities, deficiencies, or prowess.
* Questions about one's sex life or experiences.
* Repeated requests for dates.
* Sexual favors in return for employment rewards, or threats if sexual favors are not provided.
* Sexual assault or rape.
* Any other conduct or behavior deemed inappropriate by Core Services.

**Complaint Procedure**

Each member of management is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, employees are responsible for respecting the rights of their coworkers.

If you experience any job-related discrimination or harassment based on your sex, race, national origin, disability, or another factor, or believe that you have been treated in an unlawful, discriminatory manner, promptly report the incident to your supervisor, department head, Program Director or Executive Director. This policy applies to all incidents of alleged harassment, including those which occur off-premises, or off-hours, where the alleged offender is a supervisor, coworker, or even a nonemployee with whom the employee is involved, directly or indirectly, in a business or potential business relationship.

Should the alleged harassment occur at a time other than your normal business hours, your complaint should be filed as early as practicable on the first business day following the alleged incident.

Please understand that Core Services takes complaints of discrimination and harassment very seriously. Thus, there is no need to follow any formal chain of command when filing a complaint when discussing or expressing any issue of concern regarding alleged discrimination or harassment, and you may bypass anyone in your direct chain of command and file your complaint or discuss or express any issue of concern with human resources at any time. The Executive Director, or someone under his or her supervision, will undertake an investigation of any complaints.

All employees have a duty to report any conduct which they believe violates this policy. In addition, every employee has a duty to cooperate with any investigation conducted by Core Services, regardless of whether the investigation is being conducted by Company officials or outside parties retained by Core Services for this purpose.

If Core Services determines that an employee is guilty of discrimination against or harassing another individual, appropriate disciplinary action will be taken against the offending employee, up to and including an unpaid suspension or termination of employment.

Core Services prohibits any form of retaliation against any employee for reporting a violation of this policy, filing a complaint under this policy, or for assisting in a complaint investigation. However, if, after investigating any complaint of harassment or discrimination, Core Services determines that the complaint is frivolous and was not made in good faith or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information, up to and including an unpaid suspension or termination.

**104 Business Ethics and Conduct**

Core Services will comply with all applicable laws and regulations and expects its directors, officers, volunteers and employees to conduct business in accordance with the letter and spirit of relevant laws and to refrain from dishonest or unethical conduct.

Employees shall, during both working and nonworking hours, act in a manner that will inspire public trust in their integrity, impartiality and devotion to the best interests of the company, its people and citizens.

To ensure ethical and impartial business, it is prohibited for Core Services’ employees to:

* Offer, accept or solicit money, property, service or other items of value by way of gift, favor, inducement or loan with the intent that the offer would influence the recipient or that the recipient would be influenced by such conduct in the discharge of their duties.
* Use their official position to secure special advantage in business, personal gain or other benefit derived from such relationship.
* Use any company-owned facility, building, equipment, materials or vehicle for their personal gain or for the personal gain of any other individual. No employee shall have unauthorized possession of company property.
* Invest or hold a financial interest, directly or indirectly, in any business entity, transaction or business endeavor that would create a conflict between the company employee’s duty to uphold the public trust and the individual’s private interest.

In general, the use of good judgment, based on high ethical principles, will be the guide with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter must be disclosed to the immediate supervisor and/or the Executive Director.

Compliance with this policy of business ethics and conduct is the responsibility of every Core Services employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

**105 Hiring of or Service to Relatives**

Core Services permits the employment of qualified relatives of employees as long as such employment does not create actual or perceived conflicts of interest. For purposes of this policy, "relative" is a spouse, domestic partner, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or "step" relation. Core Services will endeavor to exercise sound business judgment in the placement of related employees in accordance with the following guidelines:

* Individuals who are relatives are permitted to work for Core Services, provided no direct reporting or supervisory/management relationship exists. That is, no employee is permitted to work within the "chain of command" of a relative such that one relative's work responsibilities, salary, or career progress could be influenced by the other relative.
* No relatives are permitted to work in the same department or in any other positions in which Core Services believes an inherent conflict of interest may exist.
* Employees who marry or enter into a legally recognized domestic partnership while employed are treated in accordance with these guidelines. That is, if, in the opinion of Core Services, a conflict or an apparent conflict arises as a result of the marriage, or domestic partner relationship, one of the employees will be transferred at the earliest practicable time.
* In addition, Core Services recognizes that at times, employees and their "close friends" or "significant others" may be assigned to positions that create a coworker or supervisor-subordinate relationship. Core Services will, in its discretion, endeavor to exercise sound judgment with respect to the placement of employees in these situations in order to avoid the creation of a conflict or the appearance of a conflict of interest, avoid favoritism or the appearance of favoritism, and decrease the likelihood of sexual harassment in the workplace.

Core Services will, in its discretion, endeavor to exercise sound judgment with respect to permitting an employee to directly participate in the care provided by Core Services to that employee’s own relative.

This policy applies to all categories of employment at Core Services, including regular, temporary, and part-time classifications.

**107 Immigration Law Compliance**

Core Services is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with Core Services within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the Executive Director. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

**108 Conflicts of Interest**

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which Core Services wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the Executive Director for more information or questions about conflicts of interest.

Transactions with outside firms must be conducted within a framework established and controlled by the executive level of Core Services. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit either the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of Core Services' business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to an officer of Core Services as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership interest in a firm with which Core Services does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving Core Services.

**110 Outside Employment**

An employee may hold a job with another organization as long as he or she satisfactorily performs his or her job responsibilities with Core Services. All employees will be judged by the same performance standards and will be subject to Core Services' scheduling demands, regardless of any existing outside work requirements.

If Core Services determines that an employee's outside work interferes with performance or the ability to meet the requirements of Core Services as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with Core Services.

Outside employment will present a conflict of interest if it has an adverse impact on Core Services.

**112 Non-Disclosure**

The protection of confidential business information and trade secrets is vital to the interests and the success of Core Services. Such confidential information includes, but is not limited to, the following examples:

 \* information pertaining to all people supported

 \* lists of people supported

 \* financial information

All employees may be required to sign a non-disclosure agreement as a condition of employment. Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information.

**114 Disability Accommodation**

**Commitment to Equal Employment Opportunities**

Core Services complies with the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act (ADAAA), the Tennessee Disability Act (TDA), the Tennessee 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. Consistent with this commitment, Core Services will provide a reasonable accommodation to disabled applicants and employees and for medical needs arising from pregnancy, childbirth, or related medical conditions if the reasonable accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship.

**Requesting a Reasonable Accommodation**

If you believe you need an accommodation because of your disability or as a result of pregnancy, childbirth, or related medical conditions, you are responsible for requesting a reasonable accommodation from the Executive Director. You may make the request orally or in writing. Core Services encourages employees to make their request in writing and to include relevant information, such as:

* A description of the accommodation you are requesting.
* The reason you need an accommodation.
* How the accommodation will help you perform the essential functions of your job.

After receiving your oral or written request, Core Services will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Core Services encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, Core Services is not required to make the specific accommodation requested by you and may provide an alternative effective accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on Core Services.

**Medical Information**

If your disability or need for accommodation is not obvious, Core Services may ask you to provide supporting documents showing that you have a disability within the meaning of the ADA and applicable state or local laws, and that your disability or other condition necessitates a reasonable accommodation. If the information provided in response to this request is insufficient, Core Services may require that you see a health care professional of Core Services choosing, at Core Services expense. In those cases, if you fail to provide the requested information or see the designated health care professional, your request for a reasonable accommodation may be denied.

Core Services will keep confidential any medical information obtained in connection with your request for a reasonable accommodation.

**Determinations**

Core Services makes determinations about reasonable accommodations on a case-by-case basis considering various factors and based on an individualized assessment in each situation.

Core Services strives to make determinations on reasonable accommodation requests expeditiously, and will inform the individual once a determination has been made. If you have any questions about a reasonable accommodation request you made, please contact the Executive Director.

**No Retaliation**

Individuals will not be retaliated against for requesting an accommodation in good faith. Core Services expressly prohibits any form of discipline, reprisal, intimidation, or retaliation against any individual for requesting an accommodation in good faith.

Core Services is committed to enforcing this policy and prohibiting retaliation against employees and applicants who request an accommodation in good faith. However, the effectiveness of our efforts depends largely on individuals telling us about inappropriate workplace conduct. If employees or applicants feel that they or someone else may have been subjected to conduct that violates this policy, they should report it immediately to the Executive Director. If employees do not report retaliatory conduct, Core Services may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action.

**Administration of This Policy**

The Executive Director is responsible for the administration of this policy. If you have any questions regarding this policy or questions about disability accommodations that are not addressed in this policy, please contact the Executive Director.

**116 Employee Referrals**

You must notify the applicant to place your name on the application when he/she applies and notify the Program Director that you referred the new employee.

* If you refer someone to the corporation (Core Services) and he/she is hired, then you will receive a $25.00 bonus.
* If that newly-hired employee remains with the corporation for ninety (90) days and is in good standing, having completed all required training, then you will receive a $50.00 bonus.
* If that employee remains with the corporation for six (6) months and is in good standing, having completed all required training, you will receive a $100.00 bonus.

**201 Employment Categories**

It is the intent of Core Services to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and Core Services.

Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws in accordance with the Fair Labor Standards Act (FLSA) and its regulations. NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws.

In addition to the above categories, each employee will belong to one other employment category:

REGULAR FULL-TIME employees are those who are not in a temporary or introductory status and who are regularly scheduled to work Core Services' full-time schedule. Generally, these employees are eligible for Core Services' benefit package, subject to the terms, conditions, and limitations of each benefit program.

PART-TIME employees are those who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than 30 hours per week. While they do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they are ineligible for all of Core Services' other benefit programs.

INTRODUCTORY employees are those whose performance is being evaluated during the first 60 days to determine whether further employment in a specific position or with Core Services is appropriate. Mandatory training is offered during this time and successful completion of all training is required before moving into a regular full-time position. Employees who satisfactorily complete the introductory period will be notified of their new employment classification.

**202 Access to Personnel Files**

Core Services maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of Core Services, and access to the information they contain is restricted. Generally, only supervisors and management personnel of Core Services who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the Program Director. With reasonable advance notice, employees may review their own personnel files in Core Services' offices and in the presence of an individual appointed by Core Services to maintain the files.

**203 Employment Reference Checks**

To ensure that individuals who join Core Services are well qualified and have a strong potential to be productive and successful, it is the policy of Core Services to check the employment references of all applicants.

With respect to reference requests received by Core Services, the Program Director or designee will respond in writing only to those reference check inquiries that are submitted in writing. Responses to such inquiries will confirm only dates of employment, wage rates, and position(s) held. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

**204 Personnel Data Changes**

It is the responsibility of each employee to promptly notify Core Services of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, and other such status reports should be accurate and current at all times. If any personnel data has changed, notify the Program Director.

**208 Employment Applications**

Core Services relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in Core Services' exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

**209 Performance Evaluation**

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. A formal written performance evaluation will be conducted at the end of an employee's initial period of hire, known as the introductory period. Additional formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

The performance of all employees is generally evaluated at least annually.

**301 Employee Benefits**

Eligible employees at Core Services are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible.

The following benefit programs are available to eligible employees:

* Auto Mileage (when on official business and no company vehicle available, approved by supervisor)
* Bereavement Leave
* Dental Insurance (100% paid by employee)
* Family Leave (FMLA)
* Health Insurance (Agency and employee share cost as determined by Board of Directors
* Holidays as set forth in Section 305
* Jury Duty Leave
* Life, Accident, Heart, Cancer insurance policies available (100% cost to employee)
* Longevity
* Military Leave
* Medical Leave
* Paid Time off (PTO)
* 401(K) with employer match
* Company paid life insurance - $25,000
* Short-Term and Long Term Disability Insurance policies available (100% cost to employee)

Some benefit programs require contributions from employees, but most are fully paid by Core Services. The benefit package for regular full-time employees represents an additional cost to Core Services of approximately 20-30 % percent of wages.

**305 Holiday Pay**

Core Services will grant holiday pay for the following holidays as described below:

* New Year's Day (January 1)
* Good Friday (Friday before Easter)
* Memorial Day (last Monday in May)
* Independence Day (July 4)
* Labor Day (first Monday in September)
* Thanksgiving (fourth Thursday in November)
* Day after Thanksgiving
* Christmas Eve (December 24)
* Christmas (December 25)

Core Services will grant holiday pay to all eligible employees who have completed 90 calendar days of service in an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times an eight-hour day. Only regular full-time employees are eligible for holiday pay.

To be eligible for holiday pay, employees must work the last scheduled day immediately preceding and the first scheduled day immediately following the holiday, and the holiday if scheduled, unless the employee had asked for and was granted Paid Time Off (PTO) in writing by the management. (Note: For direct support staff, the holiday is defined as the actual holiday, not the day the office is closed, if different from the holiday.)

If eligible employees work on a recognized holiday, they will receive holiday pay at eight hours plus wages at their straight-time rate for the hours worked on the holiday.

Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

**306 Workers' Compensation Insurance**

Core Services provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness that arises out of and occurs in the course and scope of employment. Subject to applicable legal requirements, workers' compensation insurance provides benefits as set forth in the Tennessee Workers’ Compensation Law.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither Core Services nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by Core Services.

**309 Bereavement Leave**

Paid bereavement leave may be granted according to the following schedule:

* Employees may be allowed up to three consecutive days off from regularly scheduled duty with regular pay in the event of the death of the employee's spouse, child, father, father-in-law, mother, mother­ in-law, son-in-law, daughter-in-law, brother, sister, stepfather, stepmother, stepbrother, stepsister, stepson or stepdaughter. To be eligible for paid bereavement leave (maximum 24 hours), the employee must attend the funeral of the deceased relative.
* Employees may be allowed one day off from regular scheduled duty with regular pay in the event of death of the employee's brother-in-law, sister-in-law, aunt, uncle, grandparent, grandchild or spouse's grandparent. To be eligible for paid bereavement leave (maximum 8 hours), the employee must attend the funeral of the deceased relative.

Bereavement pay is calculated based on the base pay rate at the time of absence, and it will not include any special forms of compensation, such as incentives, commissions, bonuses, overtime or shift differentials.

**311 Jury Duty**

Core Services encourages employees to fulfill their civic responsibilities by serving jury duty when required. Core Services will grant employees time off for mandatory jury duty or court appearances as a witness when they must serve or are required to appear because of a court order or subpoena. You must give your supervisor a copy of the court order or subpoena when requesting time off. You will be paid in full by Core Services for each full day of jury duty. However, Core Services may deduct any jury duty compensation you receive from the court from your pay.

Either Core Services or the employee may request an excuse from jury duty if, in Core Services' judgment, the employee's absence would create serious operational difficulties.

Core Services will continue to provide health insurance benefits for the full term of the jury duty absence. The employee will be required to pay their portion of the health insurance as the agency will pay its portion.

**313 Benefits Continuation (COBRA)**

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under Core Services' health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at Core Services' group rates plus an administration fee. For eligible employees, a written notice regarding COBRA will be mailed to the employee’s last known address.

**314 Longevity Bonus**

The Longevity Bonus is related to continued employment with the intent of rewarding loyalty and seniority. Upon reaching two (2) years of service employees will received a bonus of $100 (gross) for each year of service, payable during the payroll week in which the service anniversary falls.

Immediately following the submission of notice to resign (verbal or in writing), an employee is automatically disqualified from the Longevity Bonus.

In the event an employee resigns and returns to active employment at a later date, prior years of service are not counted in determining years of service.

An employee on an extended leave of absence (unpaid) will not be entitled to receive the longevity bonus until their return to work. The service anniversary date will be extended to correspond with the number of weeks on leave.

*An employee who resigns from active employment after achieving their two-year employment anniversary, AND returns to active employment (rehire) within 12 months of resignation, AND reaches their five (5) year re-hire employment anniversary date may request reinstatement of prior years of service.*

**315 Paid Time off (PTO)**

Paid Time off (PTO) is an all purpose time-off policy for eligible employees to use for vacation, illness or injury, and personal business. It combines traditional vacation and sick leave plans into one flexible, paid time-off policy. Employees are eligible to earn and use PTO as described in this policy:

The amount of PTO employees receive each year increases with the length of their employment as shown in the following schedule:

* Up to 2 yrs. of eligible service the employee accrues 1.66 hours of PTO/eligible pay period\*, (10 days per year) but must complete 6 mos. of service prior to using any PTO. Employees separating prior to the completion of 6 mos. of service will forfeit all accumulated PTO.
* 2+ years of eligible service the employee is entitled to 10 PTO days each year.

The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins when the employee starts to earn PTO. An employee's benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation. (See individual leave of absence policies for more information.)

Employees who have an unexpected need to be absent from work should notify on-call before the scheduled start of their workday, if possible. On-Call must also be contacted on each additional day of unexpected absence.

To schedule planned PTO, employees should request 2 weeks advance approval from their supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

Any absence, planned or unplanned will require the use of available PTO, unless the employee has worked their scheduled number of hours during the pay period. For weeks that include holiday pay, employees will not receive PTO pay if hours worked + holiday pay = 40 hours or more.

PTO is paid at the employee's base pay rate at the time of absence. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

In the event that available PTO is not used by the end of the benefit year, employees may carry unused time forward to the next benefit year.

Upon termination of employment, voluntary or involuntary, employees with more than 6 mos. of service will be paid unused PTO that has been earned through the last day of work.

\*\*\*\* In months that have 5 paydays, employees do not earn PTO benefits on the 5th payday, nor are they charged for health, dental and vision premiums.\*\*\*\*

**316 Health Insurance**

Core Services' health insurance plan provides eligible employees access to medical insurance benefits. Employees in the following employment classifications are eligible to participate in the health insurance plan: Regular full-time employees

Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between Core Services and the insurance carrier.

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the Benefits Continuation (COBRA) policy for more information.

Details of the health insurance plan are described in the Summary Plan Description (SPD). An SPD and information on cost of coverage will be provided in advance of enrollment to eligible employees. Contact the Director of Employee Development for more information about health insurance benefits.

Non-payment of premiums for 30 days or more will result in the automatic cancellation of benefits/plan.

**401 Timekeeping**

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require Core Services to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties. Timekeeping records are recorded and kept electronically.

Nonexempt employees should accurately record the time they begin and end their work. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved before it is performed.

Exempt employees record time electronically for record keeping purposes. This also provides a work record history for audit purposes.

Below is the policy and procedures for all nonexempt employees.

 **Payroll and Timekeeping Policy and Procedures for Nonexempt Employees**

* Clock-in and clock-out of work using the computerized timekeeping system. This confirms your attendance at work. Failure to clock-in or out may delay processing your paycheck.
* DO NOT attempt to clock other employees in/out.
* Altering, falsifying, tampering with time records or recording another employee's time record may result in termination of your employment.
* Employees should not report to work more than 10 minutes before their scheduled starting time nor stay later than 10 minutes after their scheduled ending time without the authorization of their supervisor.
* Employees will be paid promptly and accurately for the hours they have worked.

**403 Paydays**

All employees are paid weekly every Friday. Each paycheck will include earnings for all work performed through the end of the previous payroll period. The payroll period is from Monday through Sunday.

Core Services utilizes a direct deposit system. Your deposit will normally be in your bank at 12:01 a.m. Friday morning. Check with your bank to determine when your deposit is made. Employees will receive an itemized statement of wages via email from Core Services each week.

**405 Employment Termination**

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

* Resignation - voluntary employment termination initiated by an employee.
* Discharge - involuntary employment termination initiated by the organization.
* Layoff - involuntary employment termination initiated by the organization for non-disciplinary reasons.

Core Services will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to Core Services, or return of Core Services-owned property. Suggestions, complaints, and questions may also be voiced.

Since employment with Core Services is based on mutual consent, both the employee and Core Services have the right to terminate employment at will, with or without cause, at any time. Employees will receive their final pay in accordance with applicable state law.

Employee benefits will be affected by employment termination in the following manner. All accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense if the employee so chooses.

**409 Pay Corrections**

Core Services takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

Core Services prohibits deductions from an exempt salaried employee’s pay except as allowed under the FLSA and applicable state law.

**Complaints**

You should review each paycheck for errors. If you have questions about any deductions from your pay, believe improper deductions have been made from your pay, or believe that your pay is otherwise incorrect, you should report your concern to the Executive Director immediately. Core Services will promptly investigate all complaints of paycheck errors. If Core Services has taken any improper deductions from your pay, or otherwise made any errors in paying you, it will promptly take corrective action, including reimbursing you for any improper deductions as soon as practicable. In addition, Core Services will take reasonable steps to ensure that the error does not recur in the future.

Core Services prohibits and will not tolerate retaliation against any employee because that employee filed a good faith complaint under this policy. Specifically, no one will be denied employment, promotion, or any other benefit of employment or be subjected to any adverse employment action based on that person's good faith complaint about an improper wage payment or deduction. In addition, no one will be disciplined, intimidated, or otherwise retaliated against because that person exercised rights under this policy or applicable law. If you believe you have been the victim of retaliation in violation of this policy, report your concerns to the Executive Director or a member of the Management Team immediately.

**410 Pay Deductions and Setoffs**

The law requires that Core Services make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. Core Services also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base." Core Services matches the amount of Social Security taxes paid by each employee.

Core Services offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their pay checks to cover the costs of participation in these programs.

Pay setoffs are pay deductions taken by Core Services, usually to help pay off a debt or obligation to Core Services or others.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, your supervisor can assist in having your questions answered.

**501 Safety**

To assist in providing a safe and healthy work environment for employees, people, and visitors, Core Services has established a workplace safety program. This program is a top priority for Core Services.

Core Services provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, email postings, or other electronic communications. A safety advisory group has been established to assist in these activities and to facilitate effective communication between employees and management about workplace safety and health issues.

Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor, or with another supervisor or manager, or bring them to the attention of a member of the safety advisory group. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the appropriate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

**504 Use of Phone and Mail Systems**

Personal use of telephones for outgoing calls, including local calls, is not permitted. Employees may be required to reimburse Core Services for any charges resulting from their personal use of the telephone. Use of any phone for personal reasons should be utilized ONLY when there is an emergency. Repeated violations may result in progressive disciplinary actions, up to and including termination, if the individual supported is shown to be neglected during your shift.

The use of Core Services paid postage for personal correspondence is not permitted.

To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller, and hang up only after the caller has done so.

**Electronic Device Policy**

Core Services prohibits using work time for personal business.  This includes using cell phones or other electronic devices for personal use while on the clock.  If a cell phone is carried into the workplace it should be placed on silent or vibrate and kept out of sight to minimize disruption to the lives of the people we support, and should only be used for Core Services purposes, such as communicating with management while in the community and for emergencies. Other electronics such as personal laptops, tablets, etc. are prohibited in the workplace. Core Services is not responsible for damage incurred to electronics that are the personal property of employees.  Violations of this policy will result in immediate disciplinary action, up to and including termination of employment.

**505 Tobacco**

In keeping with Core Services' intent to provide a safe and healthy work environment, smoking, E-cigs or smokeless tobacco in the workplace (including company vehicles) is prohibited except in those locations that have been specifically designated as smoking areas. In situations where the preferences of smokers and nonsmokers are in direct conflict, the preferences of nonsmokers will prevail.

The designated smoking area at Core Services office is at the pergola, at least fifty (50) feet from the doorway. While working in the homes, you must never leave the people unsupervised. You may smoke or use smokeless tobacco at the front or rear entrance of the home, in the designated smoking area. Please place all cigarette butts in the designated containers and help to keep them emptied and clean.

This policy applies equally to all employees, people supported, and visitors.

**507 Overtime**

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all nonexempt employees in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. Time off or Paid Time off (PTO) or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Failure to work scheduled overtime shift as agreed upon by both employee and supervisor will be considered as an unexcused absence and will affect the employee in the attendance policy, or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including possible termination of employment.

**508 Use of Equipment and Vehicles**

Equipment and vehicles used in accomplishing job duties are expensive and may be difficult to replace. When using property, employees are expected to exercise care, report required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment. Employees are responsible for payment of any traffic or parking violation fines incurred while driving a company vehicle.

**512 Business Training Travel Expenses**

Core Services will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the Executive Director using the Travel Reimbursement Request form.

Employees whose travel plans have been approved should make all travel arrangements through Core Services' Executive Director.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by Core Services. Employees are expected to limit expenses to reasonable amounts. When outside the general work area of 75 miles, meals will be reimbursed. The prevailing state employee reimbursement rates will be used as a guide for travel expense reimbursement. Employees will sign a travel agreement with the approved reimbursement rate prior to the trip.

Expenses that generally will be reimbursed include the following:

* Taxi fares, ride shares, only when there is no less expensive alternative.
* Mileage costs for use of personal vehicles, only when company vehicles are not available, will be at the rate set by the Board of Directors and/or Executive Director.
* Cost of standard accommodations in low to mid-priced hotels, motels, or similar lodgings.
* Cost of meals, no more lavish than would be eaten at the employee's own expense.
* Tips not exceeding 15% of the total cost of a meal or 10% of a taxi fare.
* Charges for telephone calls, fax, and similar services required for business purposes.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. Vehicles owned, leased, or rented by Core Services may not be used for personal use without prior approval.

Cash advances to cover reasonable anticipated expenses may be made to employees, after travel has been approved. Employees should submit a written request to their supervisor when travel advances are needed.

When travel is completed, employees should submit completed travel expense requests within 5 business days (if not received in advance).

Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, travel advances, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

**514 Visitors in the Workplace**

To provide for the safety and security of employees and the facilities at Core Services, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

If an unauthorized individual is observed on Core Services' premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the Executive Director.

**516 Computer and E-mail Usage**

Computers, computer files, the e-mail system, and software furnished to employees are Core Services’ property intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and e-mail usage may be monitored.

Core Services strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, Core Services prohibits the use of computers and the e-mail system in ways that are offensive to others or harmful to morale.

For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

E-mail may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

Core Services purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, Core Services does not have the right to reproduce such software for use on more than one computer.

Employees may only use software on local area networks or on multiple machines according to the software license agreement. Core Services prohibits the illegal duplication of software and its related documentation.

Employees should notify their immediate supervisor, the Program Director or Executive Director or any member of management upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

**522 Workplace Violence Prevention**

Core Services is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, Core Services has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are strictly prohibited from the premises of Core Services or any supported living site.

Conduct that threatens, intimidates, or coerces another employee, a person, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by people, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your work station, do not try to intercede or see what is happening.

Core Services will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, Core Services may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

Core Services encourages employees to bring their disputes or differences with other employees to the attention of their supervisors, the Executive Director or designee before the situation escalates into potential violence. Core Services is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

**602 Family and Medical Leave Policy**

Core Services provides leave according to the Family and Medical Leave Act of 1993 (FMLA), which provides for unpaid, job-protected leave to covered employees in certain circumstances.

*PART A*. Employees Who Qualify for a Leave under the Family and Medical Leave Act of 1993

Eligibility

To qualify for FMLA leave, you must: (1) have worked for Core Services for at least 12 months, though it need not be consecutive; (2) worked at least 1,250 hours in the last 12 months; and (3) be employed at a work site that has 50 or more employees within 75 miles. If you have any questions about your eligibility for FMLA leave, please contact Core Services’ Executive Director.

Leave Entitlement

You may take up to 12 weeks of unpaid FMLA leave in a 12-month period, which [is defined as a calendar year/is defined as a fiscal year/is measured from an employee's anniversary date of hire/is measured forward from the date an employee's first FMLA leave begins/uses a "rolling" method that is measured backward from the date you use any FMLA leave] for any of the following reasons:

* the birth of a son or daughter and in order to care for such son or daughter (leave to be completed within one year of the child's birth);
* the placement of a son or daughter with you for adoption or foster care and in order to care for the newly placed son or daughter (leave to be completed within one year of the child's placement);
* to care for a spouse, son, daughter or parent with a serious health condition;
* to care for your own serious health condition, which renders you unable to perform any of the essential functions of your position; or
* a qualifying exigency of a spouse, son, daughter or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

You may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, son, daughter or next of kin who is a covered service member and who has a serious injury or illness related to active duty service, as defined by the FMLA's regulations (known as military caregiver leave).

Both Spouses Employed by Core Services

Spouses who are both employed by Core Services and eligible for FMLA leave may be limited to a:

Combined total of 12 weeks of leave during the 12-month period if leave is requested:

for the birth of a son or daughter and in order to care for such son or daughter;

for the placement of a son or daughter with the employee for adoption or foster care and in order to care for the newly placed son or daughter; or

to care for an employee's parent with a serious health condition.

Combined total of 26 weeks in a single 12-month period if the leave is either for:

military caregiver leave; or a combination of military caregiver leave and leave for other FMLA-qualifying reasons.

Notice of Leave

If your need for FMLA leave is foreseeable, you must give Core Services at least 30 days' prior written notice. If this is not possible, you must at least give notice as soon as practicable (within one to two business days of learning of your need for leave). Failure to provide such notice may be grounds for delaying FMLA-protected leave, depending on the particular facts and circumstances.

Additionally, if you are planning a medical treatment or a series of treatments or you are taking military caregiver leave, you must consult with Core Services first regarding the dates of such treatment to work out a schedule that best suits the needs of both the employee or the covered military member, if applicable, and Core Services.

Where the need for leave is not foreseeable, you are expected to notify Core Services within one to two business days of learning of your need for leave, except in extraordinary circumstances. Core Services has Family and Medical Leave Act request forms available from the Executive Director. Please submit a written request, using this form, when requesting leave.

Certification of Need for Leave

If you are requesting leave because of your own or a covered relation's serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification forms from the Executive Director. When you request leave, Core Services will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provide at least 30 days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

Core Services, at its expense, may require an examination by a second health care provider designated by Core Services. If the second health care provider's opinion conflicts with the original medical certification, Core Services, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Core Services may require subsequent medical recertification. Failure to provide requested certification within 15 days, if such is practicable, may result in delay of further leave until it is provided.

Core Services also reserves the right to require certification from a covered military member's health care provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

Reporting While on Leave

If you take leave because of your own serious health condition or to care for a covered relation, you must contact Core Services weekly regarding the status of the condition and your intention to return to work. In addition, you must give notice as soon as practicable (within two business days if feasible) if the dates of leave change or are extended or initially were unknown.

Leave Is Unpaid

FMLA leave is unpaid. You will be required to substitute any accrued and unused vacation/paid time off/sick days/personal days for unpaid FMLA leave as described below:

If you request leave because of a birth, adoption or foster care placement of a child, any accrued and unused paid leave will first be substituted for unpaid family/medical leave and run concurrently with your FMLA leave.

If you request leave because of your own serious health condition, or to care for a covered relation with a serious health condition, any accrued paid vacation will be substituted for any unpaid family/medical leave and run concurrently with your FMLA leave.

The substitution of paid leave time for unpaid FMLA leave time does not extend the 12 or 26 weeks (whichever is applicable) of the FMLA leave period. In no case can the substitution of paid leave time for unpaid leave time result in your receipt of more than 100% of your salary. Your FMLA leave runs concurrently with other types of leave, for example, accrued vacation time that is substituted for unpaid FMLA leave and any state family leave laws, to the extent allowed by state law.

Medical and Other Benefits

During approved FMLA leave, Core Services will maintain your health benefits as if you continued to be actively employed. If paid leave is substituted for unpaid FMLA leave, Core Services will deduct your portion of the health plan premium as a regular payroll deduction. If your leave is unpaid, you must pay your portion of the premium. Your health care coverage will cease if your premium payment is more than 30 days late. If your payment is more than 15 days late, we will send you a letter to this effect. If we do not receive your premium payment within 15 days after the date of this letter, your coverage may cease. If you elect not to return to work for at least 30 calendar days at the end of the leave period, you will be required to reimburse Core Services for the cost of the health benefit premiums paid by Core Services for maintaining coverage during your unpaid leave, unless you cannot return to work because of a serious health condition or other circumstances beyond your control.

Exemption for Key Employees

Key employees, defined as salaried and FMLA-eligible employees who are among the highest paid 10% of all employees at a worksite or within 75 miles of that worksite, may not be returned to their former or an equivalent position following FMLA leave if restoration of employment will cause substantial and serious economic injury to the operations of Core Services. This fact-specific determination will be made by Core Services on a case-by-case basis. Core Services will notify you if you qualify as a key employee, if Core Services intends to deny reinstatement and of your rights in such instances.

Intermittent and Reduced Schedule Leave

If medically necessary, FMLA leave occasioned by a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

If leave is unpaid, Core Services will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave, Core Services may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

Returning From Leave

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. Otherwise, you will not be permitted to resume work until it is provided.

*PART B*. Leaves for Employees Who Do Not Meet the Minimum Service Requirements or Who Work at a Facility that Employs Fewer Than Fifty Employees within Seventy-Five Miles of the Facility at which They Work

Regular Full-time and Part-Time employees who have less than one year of service and/or who have not worked a minimum of 1,250 hours during the twelve-month period prior to their leave or who work at a facility that employs fewer than fifty employees at or within seventy-five miles of the facility may request leaves of absence for the reasons set forth in *Part A*, subject to the following terms and conditions:

1. Leave requests must be made at least thirty days in advance of the date you would like the leave to begin or, in emergency situations, with as much advance notice as is practicable, using Core Services' official Leave-of-Absence Request Form. (Normally, this should be within two business days of when you become aware of the need for the leave.)

2. The certification requirements and the conditions for required use of accrued time off, benefits accrual, and continuation of group health insurance during leave set forth in *Part A* apply to all leave requests.

3. Unless applicable state or local law requires otherwise, leaves will be limited to a thirty-day maximum duration, except leaves for the employee's own serious health condition, which may be granted for up to a twelve-week period and which may be taken intermittently.

4. Employees may not perform work of any nature on a self-employed basis or for others during a leave under *Part B* of this policy.

5. Unless applicable state or local law requires otherwise, reinstatement will not be guaranteed to any employee requesting a leave under this *Part B*. However, Core Services will endeavor to place employees returning from leave in their former position or a position comparable in status and pay, subject to budgetary restrictions and Core Services’ need to fill vacancies and its ability to find qualified temporary replacements.

All questions regarding leaves of absence should be directed to Core Services’ Executive Director. Leave-of-Absence Request Forms are also available from the Executive Director.

State or Local Family and Medical Leave Laws and Other Company Policies

Where state or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits that are more favorable to the employee, as provided by such laws, will apply.

**Tennessee Maternity and Paternity Leave Policy**

Employees who have worked for Core Services for at least 12 consecutive months may be eligible for unpaid maternity or child care leave. Qualifying employees may take up to four months off for the adoption of a child, pregnancy, childbirth and nursing an infant in a 12-month period.

To request leave under this policy, you should give at least three months advance notice of:

* The anticipated date your leave period will begin. For adoption, leave begins on the date you take custody of the child.
* The length of leave.
* Your intention to return to full-time employment after leave ends.
* On your return from leave, you will be restored to the same or a similar position without loss of accrued benefits.
* Any leave under this policy that also qualifies as leave under the federal Family and Medical Leave Act (FMLA) will be counted against your leave entitlement under both policies. You must comply with the requirements of both policies. However, if you wish to take only 12 work weeks of leave (or the amount remaining at the time) afforded under the FMLA policy, you will only be required to follow the notice requirements of the FMLA policy.
* If you are on maternity or paternity leave that also qualifies as FMLA leave, you will receive the rights, privileges, compensation and benefits provided under the FMLA policy. If any portion of your leave does not qualify as FMLA leave, you will receive the same rights, privileges, compensation and benefits as any employee on non-FMLA leave.

**Nursing Mothers Break Policy**

Employees who need to express breast milk for their infant children will be provided reasonable unpaid break time each day, unless providing that break time would unduly disrupt Core Services’ business operations. If possible, this break time will run concurrently with any break time already provided. Core Services will make reasonable efforts to provide a room or other location other than a toilet stall that is close to the work area for you to express breast milk in private.

**603 Personal Leave**

All other non-medical related leave should be made in writing at least 30 days in advance or as soon as reasonably possible. Those requests will be evaluated on a case-by-case basis.

Requests for personal leave will be evaluated based on a number of factors, including anticipated workload requirements and staffing needs during the proposed period of absence. All requests may not be honored for those specified reasons. Employee must use any available PTO as part of the approved period of leave. Arrangements for payment of all deductions must be made prior to any leave requests being reviewed. Non-payment of premiums will automatically result in cancellation of benefits.

Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits will be provided by Core Services until the end of the first full month of approved personal leave. At that time, employees will become responsible for the full costs of these benefits if they wish coverage to continue. When the employee returns from personal leave, benefits will again be provided by Core Services according to applicable plans. Non-payment of premiums after 30 days will automatically result in cancellation of benefits.

Benefit accruals, such as Paid Time off (PTO) or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

When a personal leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, Core Services cannot guarantee reinstatement in all cases.

If an employee fails to report to work promptly at the expiration of the approved leave period, Core Services will assume the employee has resigned.

**605 Military Leave**

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

Employees will receive partial pay for two-week training assignments and shorter absences. Upon presentation of satisfactory military pay verification data, employees will be paid the difference between their normal base compensation and the pay (excluding expense pay) received while on military duty.

The portion of any military leaves of absence in excess of two weeks will be unpaid. However, employees may use any available paid time off for the absence.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Benefit accruals, such as Paid Time off (PTO) or holiday benefits, will be suspended during the leave and will resume upon the employee's return to active employment.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Contact the Executive Director for more information or questions about military leave.

**609 Administrative Leave** (Revised 12-5-15)

As an employee of Core Services, Inc., you may be placed on Administrative Leave when there is an allegation of Abuse, Neglect or Exploitation. An employee may also be placed on Administrative Leave when there is an allegation of inappropriate professional behavior such as sexual harassment or other issues, which require an internal investigation.

While on Administrative Leave, the employee is on leave without pay pending the outcome of the Department of Intellectual and Developmental Disabilities investigation and when the Executive Director knows the results. If the results of the investigation establish that employee engaged in RSM (Reportable Staff Misconduct) or a Substantiated Case of Abuse, Neglect or Exploitation, then Core Services reserves the right to bring Disciplinary Action to said employee up to and including termination of employment. This determination will be made by the Executive Director. Should the employee be cleared of all allegations, the employee will then be paid for the regularly scheduled hours of their leave time. Overtime hours will not figure into the determination, only the regularly scheduled hours assigned. Should the allegation be substantiated, or if the allegation is ruled as Staff Misconduct in the completed investigation, the employee will not be paid for the period that he/she was out on Administrative Leave.

It is the policy of the agency not to permit parties involved in an open investigation to return to the home if it is felt that a conflict of interest is evident. Staff may be reassigned to duties that do not involve direct care of people, direct supervision of persons served or supervision of other direct care staff, pending the completion of the Department of Intellectual and Developmental Disabilities investigation. Administrative leave will be used at the discretion of the agency management team with the Executive Director having the final decision.

**701 Employee Conduct and Work Rules**

To ensure orderly operations and provide the best possible work environment, Core Services expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

Abuse, Neglect, Mistreatment or Exploitation of People Supported

* Sleeping while on the job
* Theft or inappropriate removal or possession of property
* Falsification of timekeeping records
* Working under the influence of alcohol or illegal drugs
* Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
* Fighting or threatening violence in the workplace
* Boisterous or disruptive activity in the workplace
* Negligence or improper conduct leading to damage of employer-owned or people-owned property
* Insubordination or other disrespectful conduct
* Violation of safety or health rules
* Smoking in prohibited areas
* Sexual or other unlawful or unwelcome harassment
* Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace Excessive absenteeism or any absence without notice
* Unauthorized absence from workstation during the workday
* Unauthorized use of telephones, mail system, or other employer-owned equipment
* Unauthorized disclosure of business "secrets" or confidential information
* Violation of personnel policies
* Unsatisfactory performance or conduct
* Violation of external communication policy
* Violation of other established policies

Employment with Core Services is at the mutual consent of Core Services and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

**702 Drug and Alcohol Use**

Core Services is a Tennessee Drug-free Workplace employer. It is Core Services' desire to provide a drug-free, healthy, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on Core Services premises and while conducting business-related activities off Core Services premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. If you are taking prescribed over the counter medications which have side effects that could adversely affect the manner in which you would perform your job duties, you are to notify Core Services management staff. They in turn will evaluate the medication side effects, with the help of medical personnel if necessary, to determine if you would place the individuals supported at risk.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment. To inform employees about the important provisions of this policy, Core Services has established a drug-free workplace policy, which is distributed to all employees during orientation.

1. The use, sale, or possession of illegal narcotics, drugs or controlled substances, including, but not limited to marijuana, cocaine, PCP, amphetamines and barbiturates, by Core Services employees while on Core Services premises, or while performing Core Services business away from Core Services premises, is prohibited. Employees also are prohibited from reporting to work while under the influence of illegal narcotics, drugs or controlled substances. Violations of this rule will result in immediate termination, and any such substance will be turned over to the appropriate law enforcement authorities for possible prosecution.
	1. All current employees are subject to urine drug screenings.
	2. All applicants will be subject to pre-employment drug screening as a condition of employment
	3. Core Services reserves the right to conduct random drug screenings and drug screens based on reasonable suspicion
	4. Refusal to comply with any or all aspects of this policy will result in immediate termination.
2. The use, sale or possession of alcoholic beverages by Core Services' employees while performing Core Services business on or off Core Services premises, as defined above is prohibited. The use of alcohol on the job or being under the influence of alcohol while on the job is grounds for immediate termination.
3. Employees who are arrested and convicted for off the job drug/alcohol activity may be considered in violation of this policy. In determining what action to take, Core Services will consider the nature of the charges, the employee's present job assignment, and the employee's record with the organization.
4. Core Services reserves the right to require a drug screen for the driver, after any work-related automobile accident, regardless of damage to company property or physical harm to employee or service recipients.
5. Core Services reserves the right to require an employee to submit to a drug and/or alcohol screen when it has reasonable basis to believe that this policy has been violated.
6. Any employee that is under the physician care and he/she is prescribed medication which could cause drowsiness, must notify the Executive Director to determine if they can continue to work.

**704 Attendance and Punctuality**

Timely and regular attendance is an expectation for all Core Services employees. To ensure adequate staffing, positive employee morale, and to meet productivity/safety standards, employees will be held accountable for adhering to a schedule. An employee must obtain approval from their supervisor in advance of any requested schedule changes. This includes any deviation from their scheduled shift. Program Supervisors have discretion to evaluate extraordinary circumstances related to attendance expectations to determine whether or not to count the incident as an occurrence. Unpaid leave and unplanned absences are discouraged and require a pre-employment agreement or prior approval from management.

\*\**This policy applies to all regular shifts as well as extra shifts that an employee has agreed to work, shifts scheduled as a PRN/as needed employee, trainings, house meetings, and any other events/training as scheduled by management.*

**Unplanned absences are any absences that are not approved under the paid time off (PTO) policy and will be considered unexcused.**

Employees must report their absence each shift to the On-Call Supervisor (excluding preapproved absences). Failure to do so is considered a no call/no show. Failure to report one’s absence by the start of their scheduled shift is considered a no call/no show. No call/no show absences will be subject to immediate disciplinary action up to and including termination. Core Services expects any employee that will not be able to make it to their scheduled shift to give at least 1 hour advanced notice (more if possible). Failure to do so may result in disciplinary action up to and including termination.

Core Services recognizes that unforeseen illnesses and emergencies arise. Management reserves the right to:

* + Deny leave requests based on factors such as business needs and staffing availability.
	+ To exercise discretion in determining appropriate disciplinary action for violations of this policy.
	+ To request a medical statement for unplanned/unexcused absences.

**PROCEDURE**

**Absent**

An employee is deemed absent when he/she is unavailable for work as assigned/scheduled and such time off was not scheduled/approved in advance as required by agency notification procedure.

**Tardy**

An employee is deemed to be tardy when he/she:

* Leaves work prior to the end of assigned/scheduled work time without prior supervisory approval.
* Not clocked in and prepared for work at his/her scheduled start time. Employee may be replaced for the full shift at the discretion of his/her program supervisor.

**Time Clocks and Failure to Clock in/out**

Employees are required to follow established guidelines for recording their actual hours worked. A missed clock in/out is a violation of this policy and includes:

* Failure to clock in/out on TIMAS at the beginning and/or end of their assigned shift;
* Clocking in/out early (or late) of assigned shift without prior approval.
* On-Call must be notified at or before the scheduled start of shift in the event a technical issue prevents clocking in/out on time.
* Failure to review and approve payroll at the end of each pay period. Employees are responsible for ensuring timesheet is correct. Failure to do so may result in erroneous or delayed wages.

**Job Abandonment**

* An employee who fails to call in and report to work for two consecutively scheduled work days will be viewed as having abandoned their position and employment will be terminated.

**Progressive Discipline Process**

Supervisors will monitor their employees' attendance on a regular basis and address unsatisfactory attendance in a timely and consistent manner. If supervisors notice a pattern of unscheduled absence from work, tardiness, failure to clock in/out they will discuss this concern with the employee.

**Occurrences**

An occurrence is documented as an absence, tardy, or missed time clock in/out. While an absence refers to a single failure to be at work, an occurrence may cover consecutive absent days when an employee is out for the same reason. **For purposes of performance evaluations occurrences will be evaluated on a twelve-month timeframe.**

The following grid is designed to provide guidelines when addressing the total number of occurrences in a rolling 90 day period.

|  |  |  |
| --- | --- | --- |
|  | **OCCURRENCES/DAYS** | **DISCIPLINE STEP AND ACTION** |
| 1 Occurrence is equal to:* 1 Absence
* 2 Tardies
* 4 Clock-In/Clock-Out/Payroll Approval Issues
 | 2 Occurrences4 Occurrences6 Occurrences | Verbal WarningWritten WarningTermination |

**705 Personal Appearance**

Core Services takes pride in providing professional services to people supported at all times. The manner in which one dresses reflects that pride and quality of services. All employees of Core Services are expected to dress and groom themselves in a manner suitable for their particular position in the agency. We ask that all employees use good judgment and discretion in the choice of what is worn at work. When an employee is attired in a manner that does not meet the dress standards, or is likely to cause disruption or interference with service delivery, the employee will be sent home and not allowed to return until he/she is properly attired or groomed. Under such circumstances, employees will not be compensated for the time away from work. Additional consequences may also be administered.

**Specific guidelines for employees are as follows:**

Shoes must be worn at all times because of health and safety reasons. Footwear should be appropriate to the employees work area.

* 1. When working in homes, employees must wear shoes with an enclosed toe and be completely secured, i.e. no backless shoes allowed.
1. Shirts, tee shirts, or caps with pictures, drawing/s, words or implied references to illegal substances, drugs, alcohol, tobacco, vulgar or profane language, sexual connotations, violence or questionable slogans may not be worn.
2. Muscle shirts, tank tops, midriff shirts, halter-tops and spaghetti strap tops are not appropriate in the workplace. Tops may be sleeveless; however, they must have a minimum 2" shoulder seam. (They may be measured by the width of a credit card or bankcard). The material must be at or near the base of the neck as to modestly cover the chest area. The wearing of coats or jackets over inappropriate tops or any material that allows inappropriate attire to be seen is not acceptable.
3. The length of shorts, skorts, dresses, and skirts must be moderate and appropriate for the work area. Clothing items, including slits, must be no shorter than 2” above the kneecap level around the leg.
4. Clothing must fit appropriately, no skin-tight or extreme looseness allowed.
5. Clothing must not have holes or tears. For example, jeans that were bought with frayed holes, missing knees are not allowed.
6. Clothing which allows undergarments to be visible are not allowed. Pants must be at or near the waist. Clothing must not expose the stomach, midriff, or back area.
7. Undergarments must be worn at all times.
8. The wearing of personal adornments or embellishments that may be disruptive, cause health/safety issues, or may be related to gang attire is not acceptable. This includes but is not limited to body piercing, tattoos and hair color.
9. Core Services advises against the wearing of jewelry and therefore assumes no responsibility if injury should occur or if the jewelry is lost, stolen or damaged while employee is on duty.
10. When attending meetings with outside family and/or other agencies, dress appropriate to the setting.
11. Remember while on duty, you are representing not only yourself, but Core Services as well.
12. Personal Hygiene – It is the right of people to be cared for and served by staff who maintain high standards of personal hygiene and a related right of co-workers to expect a non-offensive and non-allergenic work environment. Employees should report at the beginning of each shift with, and maintain throughout their shift, clean clothing, being free of body odor or excessive perfume, cologne, aftershave, fragrance, or tobacco odor, and with a clean face, hands, and fingernails.

The Management Team Will Decide What Is Appropriate In Each Case.

(For clarification of this policy, you may consult a member of the management team.)

**706 Return of Property**

Employees are responsible for items issued to them by Core Services or in their possession or control, such as the following:

* person-specific written information of any kind, including debit cards, insurance or identification cards or other
* credit cards
* electronic tablets, including accessories and chargers
* gas cards
* equipment
* identification badges
* house keys
* vehicle keys
* manuals
* cell phones
* written materials

All Core Services property must be returned by employees on or before their last day of work. Core Services may take all action deemed appropriate to recover or protect its property.

**708 Resignation**

Resignation is a voluntary act initiated by the employee to terminate employment with Core Services. Although advance notice is not required, Core Services requests at least 2 weeks' written notice of resignation from nonexempt employees and 4 weeks' notice from exempt employees.

Prior to an employee's departure, an exit interview will be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits.

If an employee does not provide advance notice as requested, the employee may be considered ineligible for rehire, based upon factors that did not allow for proper notice.

**716 Progressive Discipline**

The purpose of this policy is to state Core Services' position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

Core Services' own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Although employment with Core Services is based on mutual consent and both the employee and Core Services have the right to terminate employment at will, with or without cause or advance notice, Core Services may use progressive discipline at its discretion.

Disciplinary action may call for any of four steps -- verbal warning, written warning, suspension without pay, or termination of employment -- depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning; a next offense may be followed by a written warning; another offense may lead to a suspension; and, still another offense may then lead to termination of employment.

Core Services recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

While it is impossible to list every type of behavior that may be deemed a serious offense, the Employee Conduct and Work Rules policy includes examples of problems that may result in immediate suspension or termination of employment. However, the problems listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct that will trigger progressive discipline.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and Core Services.

**800 Life-Threatening Illnesses in the Workplace**

Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. Core Services supports these endeavors as long as employees are able to meet acceptable performance standards. As in the case of other disabilities, Core Services will make reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

Medical information on individual employees is treated confidentially. Core Services will take reasonable precautions to protect such information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment.

Employees with questions or concerns about life-threatening illnesses are encouraged to contact the Executive Director for information and referral to appropriate services and resources.