



## **Policy and Procedure Manual**

### **January 2026**

All prior policies of Connections have been revoked and Connections reserves the right to modify any of the existing policies at any time in the future.

**The policies and procedures set out in this manual are not intended to create, and should not be construed as creating, an employment contract. All employees are employed on an at-will basis. At-will employment means that either Connections or the employee can terminate the employment relationship at any time, with or without prior notice, for any reason not otherwise prohibited by law. Any representation to the contrary is not binding on Connections unless it is in writing and is signed by an authorized representative of Connections.**

## TABLE OF CONTENTS

<b>INTRODUCTION</b>	<b>1.0</b>	Earned Sick and Safe Time	3.15
Background Information	1.1		
Mission Statement & Values	1.2		
<b>CONDITIONS OF EMPLOYMENT</b>	<b>2.0</b>	<b>COMPENSATION</b>	<b>4.0</b>
Alcohol and Drug Use	2.1	Expense Reimbursement	4.1
Applications	2.2	Overtime Pay	4.2
Affirmative Action Policy	2.3	Payroll Deductions	4.3
Attendance	2.4	Pay Periods	4.4
At-Will Employer	2.5		
Classification of Employees/FLSA	2.6	<b>HOURS OF OPERATION</b>	<b>5.0</b>
Confidentiality	2.7	Hours of Operation	5.1
Discipline	2.8		
Electronic Communication	2.9	<b>TIME OFF</b>	<b>6.0</b>
Employment of Relatives	2.10	Time Off	6.1
Job Posting, Transfer Promotion	2.11	Funeral Leave	6.2
Introductory Period	2.12	Military Leave	6.3
Safety Rules	2.13	FMLA	6.4
Corporate Compliance/Code of Ethics	2.14	MN Paid Leave	6.5
Employee Conduct	2.15		
Harassment	2.16	<b>EMPLOYEE DEVELOPMENT</b>	<b>7.0</b>
Smoking	2.17	Employee Training	7.1
Transportation	2.18	Orientation	7.2
Dress Code	2.19		
Record Checks	2.20	<b>TERMINATION OF EMPLOYMENT</b>	<b>8.0</b>
Conflict of Interest	2.21	Termination of Employment	8.1
Search Warrants, Subpoenas, Investigations and Other Legal Actions	2.22	Employee Reinstatement	8.2
Natural Disasters	2.23		
Fire/Bomb	2.24	<b>GRIEVANCE</b>	<b>9.0</b>
Severe Weather	2.25	Grievance Procedure	9.1
Utility Failure	2.26		
Medical Emergency	2.27	<b>HIPAA</b>	<b>10.0</b>
Violent or Threatening Behavior	2.28		
Social Media Policy	2.29		
<b>BENEFITS</b>	<b>3.0</b>		
Employee Assistance Program (EAP)	3.1		
Paid Time Off (PTO)	3.2		
Flexible Benefit Plan	3.3		
Individual Coverage Health Reimbursement Arrangement (ICHRA)	3.4		
Dental Insurance	3.5		
Vision Insurance	3.6		
Life Insurance	3.7		
Long Term Disability (LTD)	3.8		
Short Term Disability (STD)	3.9		
Retirement Plan	3.10		
Holidays	3.11		
Jury Duty	3.12		
Unemployment Compensation	3.13		
Worker Compensation	3.14		

## **SECTION 1.0 INTRODUCTION**

### **1.1 Background Information**

All services provided by Connections are done so by determining the specific needs of each individual. The purpose of all services is to provide training and support to enable persons with disabilities to gain independence through a person-centered practice.

### **1.2 Mission Statement**

Connections actively supports people with disabilities in achieving personal satisfaction through advocacy and empowerment using a person-centered practice.

### **Values**

Each representative of Connections will actively support the mission through commitment by demonstrating the agency values. We value:

- Each person as an individual who deserves quality services
- Honesty, trust, and respect in all that we do
- The opportunity to support those in need with compassion, understanding and sensitivity
- The teamwork necessary from all those involved in providing services of the highest quality
- The community we serve for the support and assistance necessary to serve with excellence
- Growth and Innovation in the services provided so that we can meet the changing needs of our community

## **SECTION 2.0                    CONDITIONS OF EMPLOYMENT**

### **2.1 Alcohol and Drug Free Workplace**

**As part of our continuing effort to protect the health, safety and security of our employees and participants, Connections shall provide an alcohol and drug free workplace for all employees by:**

#### **PURPOSE**

It is the desire of Employer to provide a safe and drug-and-alcohol free workplace. Using or being under the influence of drugs or alcohol while on the job may pose serious safety and health risks, is inconsistent with the behavior expected of Employees, and undermines Employer's ability to operate effectively and efficiently. In this connection, the unlawful manufacture, distribution, dispensing, possession, sale or use of a controlled substance or alcohol is prohibited on the job, in the workplace, or while engaged in business off Employer's premises. Such conduct is also prohibited during non-working hours to the extent that it impairs an employee's ability to perform on the job or threatens the reputation or the integrity of Employer.

#### **APPLICABILITY**

This policy will be implemented uniformly with respect to all Employees. The employment relationship is at-will. If an Employee does not wish to comply with this Policy, they are free to terminate their employment at any time.

**Working Hours:** All employees are prohibited from being under the influence of alcohol or illegal drugs during working hours. The use, sale, possession or transfer of illegal drugs or alcohol on Employer property or while performing any business for Employer is strictly prohibited. Use, sale or possession of alcohol or illegal drugs by an Employee will subject that Employee to discipline, which may include termination. Possession of illegal drugs will be reported to appropriate law enforcement officials.

**Non-Working Hours:** Such conduct is also prohibited during non-working hours if that use adversely affects an employee's performance which includes, but is not limited to, productivity, absenteeism, tardiness, and accidents; or threatens the reputation or the integrity of Employer.

**Prescription Drugs:** The use and possession of properly prescribed drugs or medications is permitted if it does not interfere with the Employee's job performance or pose a direct threat to the health or safety of the Employee and/or others. Employees that are required to take medication that may affect his/her ability to perform the job or pose a threat to the health or safety of others must notify their supervisor prior to beginning work.

**Company Parties:** Employer, at its discretion, may host company parties or functions where moderate alcohol consumption may be permitted.

## PROHIBITED BEHAVIOR

The Employer explicitly prohibits:

- The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Employer or its customer premises or while performing any work assignment.
- Being impaired or under the influence of legal or illegal drugs, alcohol, or other intoxicating agents away from Employer, if such impairment adversely affects the Employee's work performance, the safety of the Employee or of others, or puts at risk the Employer's reputation.
- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from Employer, if such activity or involvement adversely affects the Employee's work performance, the safety of the Employee or of others, or puts at risk the Employer's reputation.
- The presence of any detectable amount of prohibited substances in the Employee's system while at work, while on the premises of the Employer or its customers, or while conducting Employer business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs or other intoxicating agents not taken in accordance with a prescription given to the Employee.

## TESTING

The Employer will conduct drug and alcohol testing under the following circumstances:

- **Random Testing:** Employer or its customers may request or require employees in safety-sensitive positions to undergo drug and alcohol testing on a random selection basis. The Minnesota Drug and Alcohol Testing in the Workplace Act defines "safety-sensitive position" as "a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person." Employees will be selected at random for drug testing at any interval determined by the testing laboratory.
- **Reasonable Suspicion:** Employer may ask an Employee to submit to a drug and alcohol test at any time it feels that the Employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: violation of this policy, evidence of drugs or alcohol on or about the Employee's person or in the Employee's vicinity, unusual conduct on the Employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive absenteeism.
- **Post-Accident Testing:** Any Employee involved in an on-the-job accident or injury under circumstances that suggest possible use of drugs or alcohol in the accident or injury event will be asked to submit to a

drug and alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was injured, but also any Employee who potentially contributed to the accident or injury event in any way.

- Follow-Up Testing: Employees who have tested positive will be subject to ongoing, unannounced, follow-up testing for a period of two years and will be terminated immediately if he/she tests positive a second time.

## SAFEGUARDS

Employer's policy is intended to comply with all state and federal laws governing drug and alcohol testing and is designed to fully safeguard Employee privacy rights of the law.

## TESTING LABORATORIES

Any drug and alcohol testing required or requested by Employer will be conducted by Sanford Occ Med and in accordance with their procedures.

## COSTS

Employer will pay the cost of any drug and alcohol testing that it requires or requests of Employees. Any additional tests that the Employee requests will be paid for by the Employee. Employees with a confirmed positive test result may, at their option and expense, have a second confirmation test made on the same specimen by a testing facility of their choice.

## NOTICE OF TEST RESULTS

Employer will notify the Employee or job applicant in writing within three working days after receipt of a test result report from the testing laboratory, of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test. An Employee or job applicant has the right to request and receive a copy of the test result report.

**Positive Test Result:** In the case of a positive test result on a confirmatory test, the Employee or job applicant may within three (3) working days after notice of positive test result, explain the positive test. Employer may request that the Employee or job applicant indicate any over the counter or prescription medication that the Employee is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.

An Employee or job applicant may request a confirmatory retest of the original sample at the Employee's own expense within five (5) working days after notice of a positive test result on a confirmatory test. Employer will notify the original testing laboratory of the need for a retest or transfer the sample to another approved laboratory as requested by the Employee, within three (3) working days of the Employee or job applicant's request for a confirmatory retest. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test will be taken against the Employee or job applicant.

Employees who test positive will be suspended pending the outcome of a confirmatory retest or proof that the Employee has discontinued use of alcohol and/or drug(s). An Employee who has been suspended without pay will be reinstated with back pay if the outcome of the confirmatory test or retest is negative.

**Counseling:** Employees who test positive will be given an opportunity to participate in a drug or alcohol counseling or rehabilitation program, at the Employee's expense or pursuant to coverage under an employee benefit plan. Employees who refuse to participate in the counseling or rehabilitation program or fail to successfully complete the program will be terminated. Employees who have tested positive will

be subject to future drug and alcohol tests. Repeat tests, which show continued use of drug or alcohol, will result in termination of employment.

## EMPLOYEE ASSISTANCE PROGRAM

The Employee will be referred to the agency's Employee Assistance for consultation and, if necessary, rehabilitation. It is Connections purpose to help Employees and/or their family members cope with drug or alcohol problems. The program provides problem assessment, short-term counseling, and referrals. Participation in the program is confidential and will not jeopardize an employee's job security or promotional opportunities. Records of counseling sessions are kept confidential by Employee Assistance Program.

An Employee will be allowed available PTO while undergoing treatment.

## CONFIDENTIALITY

Employer will make every effort to keep the results of drug and alcohol tests confidential. Only persons with a need to know the results will have access to them. The Employee will be asked for the Employee's consent before test results are released to anyone else. If the Employee is to be referred to a treatment facility for evaluation, the Employee's test results will also be made available to the Employee's counselor. The results of drug testing in the workplace will not be used against the Employee in any criminal prosecution. The Employer may disclose the results if ordered by a Court or as required by state or federal law.

## DRUG FREE WORKPLACE ACT OF 1988

In accordance with the Drug Free Workplace Act of 1988, any Employee, as a condition of employment on federal contracts, who is convicted of a criminal drug violation in the workplace must notify the Employer in writing within five (5) calendar days of the conviction. The Employer will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate.

## REFUSAL TO SUBMIT

An Employee may refuse to submit to a drug and alcohol test as outlined in this policy. However, a refusal to submit to testing will be treated as an admission of guilt and the Employee will be subject to disciplinary action up to and including termination. Refusing to submit includes failing to provide adequate breath or urine samples for alcohol and drug testing and any conduct that obstructs the testing process. This includes adulteration or tampering with a urine or breath sample.

### **2.2 Applications**

**Policy:** **All applicants for employment are required to complete a written Connection's application. Resumes are welcome but may not be used in place of an employment application.**

#### **Procedure**

Connections requires that in addition to a resume (as position requires) all applicants must complete an application either in person, or online. Any person requiring special accommodations for either the application and/or interview should request such reasonable accommodations at the time of application or at the time of interview selection.

## 2.3 Affirmative Action

**Policy:** **This statement reaffirms Connections policy of providing Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity Affirmative Action laws, directives, and regulations. Connections will not discriminate against any employee or applicant for employment because of race, color or creed, religion, ancestry, national origin, gender, sexual orientation, socio-economic status, disability, age, or marital status.**

**Procedure**

Connections will take Affirmative Action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, demotion, promotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including internships. Connections prohibits the harassment of any employee or job applicant based on their protected class status. The organization will commit the necessary time and resources, both financial and human, to achieve the goals of Equal Opportunity and Affirmative Action.

Connections does appoint a designated coordinator as the Equal Employment Opportunity Coordinator (EEO) to manage the Equal Employment Opportunity Program. The responsibilities will include monitoring all Equal Employment Opportunity activities and reporting the effectiveness of this Affirmative Action Program, as required by Federal, State and Local agencies. If any employee or applicant for employment believes he/she has been discriminated against, please contact the EEO Coordinator.

## 2.4 Attendance

**Policy:** **Absence is the failure of an employee to report to work and remain at work as scheduled. Connections is concerned with all absenteeism because of the negative impact it can have on its ability to provide timely and quality service to its participants and the community. Employees are expected to report to work at all times when scheduled to work and remain on shift until the shift is completed. Prompt and regular attendance is a condition of employment for all employees.**

**Procedure**

Employees should submit leave request forms a minimum of 30 days in advance to their supervisor. Preference for time off requests will be granted on a first come first serve basis. Connections reserves the right to reprioritize time off requests based on circumstance and may not always allow an employee to receive their requested time off. Connections does not have an unpaid leave policy. Therefore, FT employees requesting time off must have available PTO to do so. PRN employees requesting leave for more than 30 days may be asked to resign and reapply due to training and statute requirements.

If an **unplanned** absence occurs (e.g. illness, family emergency) employees should call or text his/her supervisor a minimum of 5 hours prior to when your shift starts. Failure to request advanced approval or to report the absence will result as an unexcused absence and may be deemed a voluntary resignation. A Physician's note may be required for any illness or injury causing you to be absent from work for 3 or more days or in the event an employee does not call out at least 5 hours prior to the start of the shift for the absence to be considered excused. Supervisors reserve the right to request a Physician's excuse with any absence due to illness. Failure to follow this policy and procedure may result in disciplinary action up to and including loss of status and/or termination. Absence also includes late arrivals and early departures.

**PTO/HOLIDAY USE:** Should an employee fail to call out at least 5 hours prior to the shift, he/she may not be eligible to use PTO for that shift and may not be eligible to receive holiday pay for the shift not attended. In addition, employees must work both the scheduled shift prior to and following a holiday in order to be eligible for holiday pay.

**Excessive absence** is more than 2 absences in 3 months and prompts a review.

**Excessive tardiness** is being tardy more than 2 times in 3 months and prompts a review.

## **2.5 At-Will Employer**

**Policy:** The policies and procedures set out in this manual are not intended to create, and should not be construed as creating, an employment contract. All employees are employed on an at-will basis. At-will employment means that either Connections or the employee can terminate the employment relationship at any time, with or without prior notice, for any reason not otherwise prohibited by law. Any representation to the contrary is not binding on Connections unless it is in writing and is signed by an authorized representative of Connections.

## **2.6 Classification of Employees:**

**Policy:** **Connections will ensure that all employees are classified correctly for the purpose of determining uniform standards for benefit eligibility, conditions of employment, and compliance with all applicable wage and hour laws, which determine the necessary criteria for employment exemption.**

### Procedure:

Employees will be classified into the categories listed below.

#### **Full-Time Employees**

Full time employees are those employees who are scheduled to work between 36-40 hours per week on a regular basis, with a regular schedule. Full-time employees may be salaried or hourly and will be classified as Exempt or Non-Exempt in accordance with the wage and hour laws.

#### **Temporary Part-Time Employees (No Benefits - PRN)**

Temporary Part-Time employees are those employees who are scheduled to work between 1-29 hours per week on a regular basis and those employees who are scheduled to work up to 40 hours per week on an irregular and/or temporary basis. They are classified as Non-Exempt and are not eligible for benefits unless otherwise covered by law.

#### **Exempt Employees**

Exempt employees are excluded from the overtime pay provisions of applicable federal and state wage-and-hour laws and are paid on a salary basis in accordance with all current wage and hour laws. These employees are the Executive, Administrative, and Professional staff in the agency.

#### **Non-Exempt Employees**

Non-exempt employees are eligible for overtime pay under the overtime provisions of applicable federal and state wage-and-hour laws. These employees are paid on an hourly basis.

#### **PAY DEDUCTIONS – FLSA SAFE HARBOR**

The employer takes all reasonable steps to assure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. Any deductions to an employee's salary are to follow the Fair Labor Standards Act ("FLSA"). The employer prohibits improper pay deductions as identified in 29 CFR 541.602. Exempt employees are paid on a salary because they

are expected to work as many hours as needed to perform the work required. Because of this expectation, an exempt employee's salary is not subject to reduction because of variations in the quality or quantity of the work performed. Exempt employees will receive their full salary for any week in which they perform any work, without regard to the number of days or hours worked. However, exempt employees may not be paid for any workweek in which they perform no work and are not using accrued leave time.

Deductions from the pay of exempt employees are permissible under the following circumstances:

- Deductions from the pay of exempt employees may be made for unpaid disciplinary suspensions of one or more full days imposed for violations of company policies and procedures or workplace conduct rules, such as our sexual harassment policy.
- Deductions from pay may be made when an exempt employee is absent from work for one or more full days for personal reasons, other than sickness or disability, and is not using accrued paid leave time.
- Deductions from pay may be made for absences of one or more full days caused by sickness or disability (including work-related accidents) pursuant to company's sickness, disability, workers' compensation, Family and Medical leave Act, and/or other leave policies.
- To offset amounts employees receive as jury or witness fees, or for military pay.
- For a partial week worked during the initial week or the final week of employment.

In the unlikely event that there is an error in the amount paid or an improper deduction against salary, the employee shall promptly notify his/her supervisor or Administration so that the correction can be made as quickly as possible. Employer will reimburse an employee for any improper deduction.

Once underpayments or improper deductions are identified, they will be corrected as soon as possible, but no later than the next regular paycheck. Overpayments will also be corrected in the next regular paycheck unless this presents a burden to the employee, where there is a substantial amount owed. In that case, the employer will attempt to arrange a schedule of repayments with the employee to minimize the inconvenience to all involved. Should employment be terminated while monies are still owed to the employer, such monies will be withheld from the employee's final paycheck.

## **2.7 Confidentiality**

**Policy:** **All information about employees and persons served at Connections is considered private and confidential and is released or discussed only in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Minnesota Data Practices Act.**

**Procedure**

All confidential information regarding persons served and employees will be locked during non-business hours.

## **2.8 Discipline**

**Policy:** **Connections expects employees to meet the standards set for high quality work performance and conduct. The agency reserves the right to take such disciplinary action as it deems appropriate under the circumstances. Disciplinary actions for employee conduct violations will be implemented in a reasonable manner based on the severity of the offense and the staff's past work history.**

**Procedure**

Disciplinary action may encompass verbal and written warnings, unpaid suspension, and termination. Any disciplinary action taken by a supervisor must be reviewed in advance by the Executive Director, documented in writing, signed by the supervisor and a copy forwarded for the staff personnel file.

Examples of behavior that would result in disciplinary action would include violations of basic job expectations and values, tardiness, absenteeism, violating the agencies drug and alcohol policy, insubordination, violation of agency abuse and neglect prevention plan, violation of confidentiality, violation of Code of Ethics, criminal acts, and failure to follow safe working practices. The behaviors listed above should not be considered all-inclusive. The agency reserves the right to take such disciplinary action as it deems appropriate under the circumstances. Employees who are determined to have engaged in misconduct will be terminated. Refer to Section 8 Termination of Employment and Section 9.0 Grievance Procedure.

## **2.9 Use of Electronic Communications**

**Policy:** **Connections makes numerous electronic communication resources available to its employees to provide for greater efficiency in the workplace. Although employees are granted the use of the resources, such use is governed by Section 10.0 HIPAA and the following policies.**

### **1. Ownership of Resources**

Connections owns the hardware and software making up these communication resources and permits employees the use in the performance of their duties.

### **2. Ownership and Confidentiality of Information**

All messages or information composed, sent, or received via Connections' communication resources are and remain the property of Connections. The communications are not the private property of any employee and should be treated in the same manner as shared paper files, subject to review by other staff members and your supervisor. No employee should have any expectation of privacy with respect to his/her use of Connections' electronic communications.

### **3. Use of Communication Resources**

Connections provides communication resources for the purpose of business use and should only be used to conduct business for Connections. Additionally, the following restrictions apply to the use of Connections' communication resources:

Communication resources may not be used to solicit for commercial ventures, religious causes, political causes, outside organizations, sexual harassment as defined by Section 2.16 Harassment or other non- job-related solicitations.

Use of communication resources to create, disseminate, or view any offensive or obscene materials is strictly prohibited. Offensive materials include, but are not limited to, materials containing: any sexually suggestive, pornographic, or degrading materials; racial slurs; and all other derogatory or discriminatory comments based on gender, age, race, religious beliefs, national origin, disability, veteran status, status regarding public assistance, or any other state or federal protected category.

The use of Connections' communications to harass or intimidate others or to create an intimidating, hostile, or offensive work environment is strictly forbidden. There should be no expectation of privacy assumed by employees using company equipment.

### **4. Company Monitoring of Information**

Connections may in its sole discretion periodically review, audit, intercept, access, and disclose messages or their information created, received, or sent over the communication resources.

### **5. Confidentiality**

The confidentiality of any message should not be assumed. Log-on and other passwords should not be shared with other employees without appropriate authorization.

**6. Message Quality**

Every message written reflects Connections' credibility and the employees' professionalism. Correspondence is expected to be professional.

**7. Downloading of Programs/Files**

All programs or files that an employee wishes to download (install on their computer) require prior authorization from the Director of Operations or Executive Director. Software and hardware programs that are privately owned by employees cannot be introduced to Connections domain without prior approval from the Director of Operations and/or Executive Director.

**8. Misuse of Communication Resources**

Abuse and/ or misuse of Connections' communication resources through improper use or policy violation may result in disciplinary action up to and including termination.

Procedure

Electronic communication resources should not be used to communicate sensitive or confidential information. Employees should anticipate that electronic communication might be disclosed to or read by individuals other than the intended recipient(s). In addition, while Connections endeavors to maintain the reliability of its electronic communication system, employees should be aware that a variety of human and system errors have the potential to cause inadvertent or accidental disclosures of electronic communication.

Each user accesses the electronic communication resources by means of a log-in name and password.

- Passwords are intended to keep unauthorized individuals from accessing messages stored on the system. From a systems perspective and from the perspective of an e-mail recipient, passwords also establish the identity of the person sending an e-mail message. The failure to keep passwords confidential can allow unauthorized individuals to read, modify, or delete messages; circulate e-mail forgeries; and download or manipulate files on other systems.
- The practice of using passwords should not lead employees to expect privacy with respect to messages sent or received.
- Passwords should never be given out over the phone, included in e-mail messages, posted, or kept within public view.
- Employees are prohibited from disclosing their log-in name or password to anyone other than the system administrator.
- Employees have a responsibility to protect confidential information by not leaving files open on their computers when not at their desk. Refer to Section 2.7 Confidentiality and Section 10.0 HIPAA.

Virus Detection

Files downloaded from the Internet, apps, news groups, bulletin boards or other online services; files attached to e-mail and files provided by customers or vendors, may contain dangerous computer viruses that can damage Connections computer network. Users should never, accept e-mail attachments from outsiders, or use files, folders, or downloads from non-company sources without first scanning the material with company-approved virus checking software or reviewing with system administrator. If you suspect that a virus has been introduced into our network notify the Executive Director or Director of Operations immediately.

**2.10 Employment of Relatives**

**Policy:** **Relatives of the acting Board or Leadership staff may not be employed by the agency. Exceptions must be authorized in writing by a vote of the full Board of Directors.**

## **2.11 Job Posting, Transfer and Promotion**

**Policy:** **It is the policy of Connections that promoting employees from within benefits both the agency and its employees. Connections will internally post all job vacancies that it also publicly posts outside the agency.**

**Procedure**

Vacancies will be posted for those positions also publicly posted. To be considered for a posted position you must:

- Be out of your 60-day introductory period for your current position.
- Meet the minimum eligibility requirements listed in the job description.
- Must be able to perform the essential functions for the posted job with or without reasonable accommodations.
- Must be in good standing.
- Complete and return an application to your supervisor prior to the closing date.
- Application to an open position does not guarantee an interview or selection.

It is the employee's responsibility to regularly check the job postings and to fully complete and return a job posting application to be considered for any position. Neither the agency nor any of its supervisors have any obligation to notify employees when jobs for which they may qualify are posted and will select the most qualified candidate from the internal and external applicants.

Connections' senior management reserves the right to promote/appoint qualified individuals to a vacancy to meet program/agency needs.

## **2.12 Introductory Period**

**Policy:** **All new employees and employees that transfer to a different position will need to complete a 60-day introductory period. This is a time of learning and evaluation and continued employment after introduction is dependent upon acceptable job performance during that period.**

**Procedure**

1. If the criterion of the introductory period is not met or there is cause for additional disciplinary procedures the employee will be terminated.
2. No extensions may occur unless otherwise authorized by the Executive Director.

## **2.13 Safety Rules**

**Policy: General Safety Rules**

- Report all incidents, including accidents, injury or near injury to immediate supervisor or Director of Operation via an Employee Incident Report within 24 hours of the incident
- If you cannot correct an unsafe condition or practice, then report it immediately to any agency supervisor or member of Senior Management.
- Do not operate equipment a) that is defective or b) before trained.
- Wear all prescribed personal protective equipment.
- Obey safety rules, government regulation, signs, markings, and training.
- Use proper lifting techniques.
- Avoid horseplay, distracting others, running, pushing, throwing, etc.
- Use the correct tool and equipment for the job.
- Practice good housekeeping.
- Illegal drugs and intoxicants are prohibited and cause for termination.
- Follow the no smoking policy.
- Perform tasks without endangering customers or visitors.
- Wear clothes and jewelry that will avoid injury.
- Maintain access to firefighting equipment and emergency exits.

## 2.14 Code of Ethics

**Policy:** **Connections is dedicated to the delivery of services for persons with disabilities in an environment characterized by strict conformance with the highest standards of accountability for administration, business marketing and financial management. Connections governance and management authorities are fully committed to the need to prevent and detect fraud, fiscal mismanagement, and misappropriation of funds and therefore, to the monitoring and conformance with all legal and regulatory requirements. Further, the organization is committed to the establishment, implementation and maintenance of a corporate compliance program that emphasizes (1) prevention of wrongdoing – whether intentional or unintentional, (2) immediate reporting and investigation of questionable activities and practices without consequences to the reporting party and (3) timely correction of any situation which puts the organization, its participants, its funding sources, its leadership or employees at risk. By formal resolution and in accordance with this policy, the governing authority has delegated overall responsibility for the Corporate Compliance Program to the Executive Director.**

### Procedure

**Organizational Code of Ethics:** Since Connections employs staff from a variety of disciplines, it is the expectation of the organization that every employee will act and operate in a manner consistent with the Code of Ethics of his/her respective discipline. In the event that an employee is not legally, ethically or otherwise bound by a specific Code of Ethics, Connections will expect that he/she will provide services in strict accordance with Connections “Code of Ethics” which states;

“The essential values and ethical behaviors required include a thorough understanding of Connection’s mission and values, placing personal commitment to Connections purpose above self-interest, obedience of and commitment to the law, respect for the value and dignity of all individuals, truthfulness, fairness, striving to apply resources responsibility, and striving for excellence in all work performed.”

In business, marketing and human resources practices, Connections employees will be guided by the following corporate philosophy; Honesty, integrity, respect and fairness constitute the key components of all of our dealings with persons served, counties, parents, guardians, vendors, community partners, employees and our community in general. We will attempt to treat all persons served, employees, community partners, and any other interested stakeholders with dignity and respect and in a way that will create good will relationships in our local community. To the greatest extent possible, we will recruit and

promote from within and will attempt to offer our employees every affordable option for professional growth and development. No business code of ethics/conduct can cover every conceivable scenario that might arise during business conduct and marketing. Therefore, Connections employees are instructed to abide by this Code of Ethics and the principles therein and to seek assistance and clarification from the Executive Director or the Corporate Compliance Officer if any situation or scenario arises that might challenge the application of these principles. Only senior management level employees may serve as witness to any written documents.

As a related matter, situations and circumstances occasionally arise that may represent a potential conflict of interest. As a general principle, no employee of Connections will make any decision on behalf of the company that would represent, result in or give the appearance of personal gain or benefit, however slight. In such cases, employees are required to discuss the situation with the Executive Director or Corporate Compliance Officer prior to making any decision that would represent a commitment of the company's assets, obligate the company in any way and/or have the potential to give the appearance of impropriety or conflict of interest. Any and all contractual relationship must have the expressed written approval of the Executive Director.

With respect to the exchange of gifts, money and gratuities, personal fundraising, and personal property, it is important to be aware of, understand, and abide by all MN Statutes and ND Century Code related to Vulnerable Adult Abuse/Neglect issues. Personal fundraising is not permitted and any exchange of gifts, money, and gratuities is not permitted unless otherwise allowed via state regulations. However, all conduct shall remain at a professional level at all times and employees must abide at all times by the policies related to Employee Conduct and the expectations regarding boundaries as instructed in orientation and other boundaries-related trainings throughout the year. Personal property is the responsibility of each individual employee and Connections is not responsible for lost or damaged personal property.

**No Reprisal-Reporting System - An integral part of the organization's Corporate Compliance Program is a non-retaliatory system that employees can use to report suspected waste, fraud, abuse and other questionable activities and practices. Reports can be submitted to the Corporate Compliance Officer in four ways; (1) by mail; (2) by telephone or text message; (3) by fax and (4) by e-mail. The Corporate Compliance Offer will assure that "Corporate Compliance Notices" are properly posted in all office locations as well as in busses and in the foster care homes as a way to inform persons served, employees and other interested stakeholders about the organization's Corporate Compliance Program and the system – including contact information for reporting suspicious activities.**

The Corporate Compliance Plan is presented during orientation training. Additional copies of The Plan may be obtained from the Corporate Compliance Officer or the Executive Director thereafter.

## **2.15 Employee Conduct**

**Policy:** **Appropriate workplace conduct standards will be expected at all times including company-sponsored events, functions and travel. While it is impossible to list all forms of behavior that may be considered unacceptable in the workplace, the following are examples of conduct that may result in disciplinary action:**

- Use, possession, sale or distribution of alcohol or illegal drugs while at work, during any Connections-sponsored function, on Connections property or operating company vehicles.
- Theft or inappropriate removal of any possession or property of Connections, other employees or participants.
- Falsification of timekeeping records or any other employment or company document.
- Fighting or threatening violence in the workplace.

- Sleeping during a non-sleep shift
- Boisterous or disruptive conduct in the workplace.
- Negligence or improper conduct leading to damage of property or injury to people in the workplace.
- Insubordination or other disrespectful conduct.
- Violation of any Connections rules or policies.
- Violation of the agency's Code of Ethics.
- Smoking or using any tobacco products in prohibited areas.
- Sexual or other unlawful discriminatory conduct.
- Possession of dangerous or unauthorized materials such as explosives, firearms, knives, etc. in the workplace.
- Unauthorized use of company equipment or property.
- Inappropriate actions outside of the workplace that may reflect poorly or cause damages to Connections.
- Failure to meet deadlines, missed meetings, trainings or other required activities may result in an employee's ineligibility to receive a pay increase, bonus, or promotion.
- Allowing friends, relatives, children or anyone unauthorized at a work site

Procedure

Employees are to act appropriately, professionally and responsibly at all times while representing Connections or during any company-sponsored event. Employees participating in any behavior determined to be inappropriate will be subject to disciplinary procedures up to and including termination.

**2.16 Harassment**

**Policy:** **Connections prohibits any form of harassment against any employee on the basis of sex, race, color, religion, disability or any other protected category, when:**

- **Submission to the conduct or communication is made a term or condition of obtaining employment.**
- **Submission to or rejection of the conduct or communication is used as a factor in decisions affecting an individual's employment.**
- **The conduct or communication substantially interferes with an individual's employment or creates an intimidating, hostile, or offensive employment environment, and the employer knows or should know of the existence of the harassment and failed to take timely and appropriate action (MN Stat. Sec. 363.01, Sub. 41).**
- **Harassment shall be defined as: words, conduct, or actions directed at a specific person that annoys, alarms, or causes a lot of emotional distress for no legitimate purpose.**

Procedure

Any person who feels he/she is being subjected to harassment in any form or who believes they have witnessed harassment should report the incident to any supervisor or management. The supervisor or manager will take the appropriate steps to investigate. If the employee is not satisfied with the action taken by the supervisor or manager, the information should then be reported to the Executive Director, and then any Board member, respectively. No retaliation will be tolerated against an employee who reports an incident or suspected harassment. Any employee whose conduct is in violation with this policy will be subject to disciplinary action up to and including termination.

## 2.17 No Smoking

**Policy:** **There will be no smoking, tobacco usage, or use of electronic or smokeless cigarettes on Connections property, in the presence of persons served or in company vehicles at any time.**

## 2.18 Transportation

**Policy:** **Connections, and all Class B drivers, will comply with Minnesota DOT regulations. In addition, all employees responsible to drive for any purpose during working hours will adhere to all state and federal laws, have a valid driver's license, proof of personal vehicle insurance, and must report any and all traffic violations incurred both during and outside of work hours. Traffic violations must be reported to immediate supervisor within 24 hours. Failure to do so may result in disciplinary action up to and including termination of employment.**

### Procedure

All employees who transport participants and/or drive a company vehicle must comply with the following:

1. Employees must maintain a valid driver's license and provide proof of insurability.
2. Employees must be insurable under the agency's current auto insurance policy
3. Employees must abide by all traffic laws. Vehicles must be always operated in a lawful and respectful manner, including when parking vehicles. Employees are entirely responsible for any traffic violations incurred while working. These violations are not in any way reimbursable by Connections.
4. Employees must report maintenance issues on the appropriate form to the driver in charge of vehicle maintenance. Issues are to be reported to the Director of Operations at Connections.
5. Employees must do a pre-trip and post-trip inspection of the vehicle they will be driving
6. Employees must record on mileage log daily and refuel vehicles when gauges drop below half a tank.
7. Employees must keep vehicles interior and exterior clean.
8. Employees must complete mileage log with each trip.
9. Employees must not smoke at any time in or near agency vehicles.
10. Employees must report all traffic violations and accidents to people, vehicles or property incurred while working to your supervisor immediately.
11. **Employees must notify the employer immediately of any driving violations, restrictions placed on his/her license, or changes in insurance coverage.**
12. All personnel files will contain a copy of employee's driver's license, background check, current proof of insurance coverage and any certificates applicable to employee's position. A safe driving record check will be completed upon hire and annually thereafter.
13. Volunteers are not authorized to provide transportation to program participants.
14. All employees who provide transportation in their personal vehicles will maintain a first aid kit in his/her vehicle.
15. Drivers must be trained on specific participant needs regarding mobility, transfers, medical and/or seizure protocols, etc.
16. Employees that drive the accessible vans must be trained on Q-strains prior to using them.
17. Employees will ensure that all passengers are seated, and seat belted in before departing. A sudden departure could result in throwing a standing passenger and could possibly cause an injury. Vans are not to be moved with the door open.
18. Employees must ensure that all carry-on equipment or belongings are secured in an appropriate manner prior to departing in a vehicle.
19. Employees must have his/her own transportation as individual positions require, be willing to transport persons served in his/her own vehicle, and be properly covered by insurance to do so.
20. Approved mileage will be reimbursed at the current company mileage rate. Mileage to the initial and final work site is not reimbursable. If an agency vehicle is available, milage may not be paid. Approved mileage will meet the criteria found in Section 4.1 Expense Reimbursement.

21. Employees must follow all transportation systems and any program protocols implemented by the Director of Programs and/or Program Coordinators.
22. Employees must not eat or drink at any time while operating a Connections vehicle.
23. Post-accident, drivers may be escorted to Sanford OCCMED for drug and breath alcohol screening if there is suspicion by a senior manager, first responder (police, fire, medical staff, paramedics, etc). Driving privileges may be suspended until results are verified.

Failure to comply with the above guidelines may result in disciplinary actions up to and including termination.

#### Reports

Accident/Incident/seizure reports must be made by the employee involved and filed with the office or supervisor immediately. Reports must be in full and complete detail. Accidents/Incidents are to be reported for any disturbance in or outside the agency vehicles or bus; fighting, auto accidents, damage to property, passenger or pedestrian falling or seizures etc. Any driver receiving an injury in the course of employment, no matter how slight the injury may be, must report the injury to their supervisor and fill out the appropriate Workers Compensation forms (Refer to Section 3.14).

#### **2.19 Dress Code**

**Policy: Connections has the expectation that employees will conform to the code of dress for the different sites where Connection does business. Connections Management Staff reserve the right to define the appropriateness of dress based on site expectations, specific individual issues and professional image of the agency. All office employees are expected to dress in business casual Monday through Friday during business hours and while in the office or on site. Appropriate attire should be always worn in the case of meetings or other community interactions.**

#### Procedure

Employees are expected to maintain a neat, well-groomed appearance at all times, to present in a professional manner, and to avoid extremes in dress. Employees are expected to use good judgment in their appearance and grooming, keeping in mind the nature of their work, their own safety and that of coworkers, and their need to interact with the public, vendors, or individuals. Connections may address individual dress and grooming issues as they arise.

#### **2.20 Record Checks**

**Policy:** Connections will request background and driving record checks upon employee hire and on an annual basis thereafter, and employees may also be subject to drug tests, physicals, and other testing as required for licensure.

#### Procedure

All employees of Connections must submit to and pass a background and driving record check and may be subject to passing a drug test, physical and other testing that is in accordance with all licensing requirements. Any employee unable to successfully pass a background check or any other required testing may become ineligible for employment immediately.

#### **2.21 Conflict of Interest/Outside Employment**

**Policy:** **Connections employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. Actual or potential conflicts of interest occur when an employee is in a position to influence a decision that may result in a personal gain for that employee, relative or another organization outside of Connections. Outside employment or business dealings will present a conflict of interest if they have an adverse impact on Connections or if the employment/business relationship is with a direct or potential competitor.**

#### Procedure

1. Connections employees may hold outside employment with another non-competing organization as long as the employee satisfactorily performs all job responsibilities with Connections. Direct care employees who hold outside employment in direct care must obtain approval from the Executive Director. Approval will not be unreasonably withheld by Executive Director if outside direct care services do not interfere or hinder employees ability to perform his/her job with Connections.
2. Employees must immediately report any potential conflicts of interest resulting in their business relationships with outside organizations so that safeguards can be established for all parties.
3. Connections employees who engage in transactions/relationships with outside organizations resulting in unusual gain to the organization or employee at the expense of Connections will be subject to disciplinary action up to and including termination.
4. Employees holding a leadership position in the organization may not obtain additional employment with a direct or potential competitor and must remain available as responsibilities warrant. Connections must be primary for leadership members.

#### **2.22 Search Warrants, Subpoenas, Investigations and Other Legal Actions**

**Policy:** **It is the policy that in the event of a search warrant, subpoena, investigation of any kind, or any other Legal Action, employees follow the protocol established to address the respective action.**

#### Procedure

In the event that any employee of Connections receives or is notified of any search warrant, subpoena, investigation, inquiry, or other legal action involving the company, the Executive Director and Corporate Compliance Officer will be immediately contacted by the most expedient means, i.e., telephone, e-mail, cell phone, fax, etc. Copies of all legal documents served against Connections and/or its employees will be immediately copied and given to the Executive Director and Corporate Compliance Officer. Under no circumstances will any records, files, receipts, or other forms of documentation be released without authorization from the Executive Director or Connections. This policy recognizes that employees might well find themselves in a situation in which they could potentially be threatened or coerced into releasing documentation without following this policy. All employees must fully recognize and understand that (1) "due process" includes the opportunity to follow the established procedures of Connections regarding search warrants, subpoenas, investigations, and other legal actions and (2) these procedures include immediate notification to the Executive Director and Corporate Compliance Officer in all cases and without delay.

#### **2.23 Natural Disasters/Severe Weather**

**Policy:** **The Disaster Action Plan will be determined by the agency's Executive Director and/or Director of Client Services. When the event has been declared hazardous in MN, the Incident Commander of Clay County will contact Connections. At this time the plan will be set in motion by the phone tree. Staff have been trained on how the communication system will work, who they will take directions from, and their responsibilities in the process. A Meeting Place will be predetermined for each site and individual. If the meeting place is compromised, the Director of Programs will provide instructions for relocation.**

Procedure:

1. Foster home residents should remain at the foster home until receiving further instruction.
2. If Connections facility requires evacuation, persons served will be transferred to a destination as designated by the Incident Commander until arrangements can be made for them to return to their homes (Community Services), to the appropriate caregiver, or to a shelter while still receiving care from Connections.
3. Information about how to reach responsible caregivers and if there is an alternate designated person who can pick up individuals in the case of an emergency should be updated annually and maintained on site and in the Connections Central Office by the appropriate supervisor.
4. An "Acting in the Event of an Emergency" consent form signed by the individual or their guardian will be updated annually.

**2.24 Fire/Bomb Threat**

**Policy: In the event of a fire or bomb threat, specific procedures and protocols shall be followed to ensure the safety of all employees, persons served, and any other persons in the building at the time of the threat. The following procedures outline the protocol for both a fire and a bomb threat in the agency's main location. A separate policy for individual AFC services can be found in the agency's Program Policies and Procedures.**

Procedure:

Fire Drill

1. Person that finds fire, calls out fire, exit the building immediately, call 911
2. Director of Operations and Executive Director will double check for the vacation of all offices in West Fargo and nurses will assure offices are cleared in Moorhead.
3. All office staff would vacate building and congregate in safe place in parking lot/park.
4. Executive director or Director of Operations speaks with fire department on arrival.

Bomb Threat

1. Whoever receives bomb threat notify senior manager on site immediately
2. Evacuate the building immediately
3. Director of Operations and Executive Director will double check for vacation of all offices in West Fargo Nurses will assure offices are cleared in Moorhead
4. All office staff would vacate building and congregate in parking lot/park or closest safe place
5. Executive Director or Director of Operations speaks with fire department on arrival

**2.25 Severe Weather**

**Policy: Severe weather may be in the form of tornados, flooding, blizzard, or other weather advisories announced by the national weather service and/or local authorities. Employees should adhere to all weather-related precautions and the procedures listed to assure safety. During periods of severe weather please tune into your local weather station to follow cancellations. Employees should check with their supervisor before assuming that the agency is closed. The agency has a cancellation list to notify employees and consumers of severe weather cancellations. If the agency closes due to severe weather, employees are not expected to report for work unless otherwise directed to do so by management for programming purposes. Employees may choose to take the time as unpaid or use any accrued Paid Time Off. The Executive Director is the only person authorized to close the agency.**

Procedure – Administrative Office Severe Weather

1. Administrative staff announces when there will be a severe weather warning
2. All staff should immediately go to designated storm areas
3. Administrative staff will grab flashlight/crank radio

4. Everyone needs to stay in the designated areas until the severe weather warning is over and an announcement is made over the intercom.

## **2.26 Utility Failure**

**Policy:** To protect the safety of all persons within the facility in the event of the loss of natural gas, water, heat or air conditioning, computer systems or phones and to ensure the quick return to normal operations in case of such an event this procedure will be followed.

**Procedure:**

General Issues: In the event of the loss of natural gas, water, heat or air conditioning, computer systems or phones, the following procedures should be used as a guide. These recommendations are somewhat flexible. The circumstances surrounding an event – such as external temperature, time of day, in-house causes for the loss versus external causes of the loss of service – may dictate a deviation from these procedures. During normal office hours the Director of Operations or their designee will be contacted. If the outage occurs after normal business hours, the Executive Director will be called.

## **2.27 Medical Emergency**

**Policy:** Medical emergencies shall be addressed by the following procedures. Procedures can be found in the agency's Program Policies and Procedures, with specifics regarding required protocol and notification instructions.

**Procedure:**

In the event of a serious or life-threatening illness or injury employees will follow the medical emergency procedures according to their training.

1. In the following life-threatening situations employees must call 911 immediately for medical care:

- a. apparent or suspected death/unresponsiveness
- b. absence of pulse
- c. absence of or difficulty with respirations
- d. signs or symptoms of life-threatening medical conditions like heart attack or stroke
- e. apparent or suspected injury to the head, neck, or spine
- f. altered level of consciousness
- g. severe bleeding/hemorrhage
- h. severe/critical burns
- i. extensive injuries including suspected/obvious broken bones
- j. seizures lasting longer than 5 minutes OR as indicated in the participant's protocol
- k. suspected poisoning that appears to be life threatening
- l. signs/symptoms of shock

2. Trained employees will administer first aid and/or cardiopulmonary resuscitation (CPR), if necessary, until emergency medical services (EMS) arrives on the scene.

3. Employees will contact the participant's assigned Program Coordinator as soon as safely possible as to not delay first aid/medical care

## **2.28 Violent or Threatening Behavior**

**Policy:** To ensure the safety and security of the workplace, certain guidelines must be followed. Threats and/or threatening behavior or acts of violence by employees against [themselves], other

**staff members, visitors, or other individuals on the property or by Connections employees are cause for removal from the workplace and may result in discipline and/or termination of employment. Violent or threatening behavior may include, but is not limited to hitting, shoving, sexual assault, attacks, "stalking", verbal or non-verbal threats, vandalism, arson, and carrying a weapon of any type (regardless of whether the owner is licensed to carry it or not) or explosives. In addition, damage, or destruction to Connection's owned or leased property by any employee will result in termination of employment.**

**Procedure:**

An employee who exhibits inappropriate or disruptive workplace behavior that can be deemed threatening or potentially threatening may be subject to disciplinary action up to and including termination of employment. The employee may be required to attend Employee Assistance Program assessment/counseling as a condition of continued employment. Failure to attend counseling may result in further disciplinary action, up to and including termination of employment.

All staff members have a responsibility to report threatening or violent behavior whether that behavior is exhibited by an employee, person served, or visitors to the agency.

**Reporting**

Any employee who becomes aware of or believes that he or she has witnessed an incident of violent or threatening behavior, or who is the recipient of threatening and/or violent behavior, should immediately report such incident(s) to the employee's supervisor, a senior manager, and the Executive Director. If the employee believes that someone may be in imminent danger or if the incident in question resulted in anyone being physically harmed; the employee must immediately contact a senior manager and the Executive Director.

## **2.29 Social Media Policy**

The following is the agency's social media policy. *The absence of, or lack of explicit reference to a specific site does not limit the extent of the application of this policy.* Where no policy or guideline exists, employees should use their professional judgment and take the most prudent action possible. Consult with your supervisor if you are uncertain.

The agency does not permit the excessive use of social media sites for personal use, including, but not limited to: Facebook, Twitter, Instagram, TikTok, Snapchat, etc. ("Social Media") while on company time with the use of company property or other property or technology.

Your online presence reflects the agency. Be aware that your actions captured via images, posts, or comments can reflect that of Connections. The agency prohibits employees from using the web and social media sites in any way that is injurious, offensive, threatening, intimidating, coercing, profane, harassing, or interfering with the company, its employees, or with the clients/customers it services, or is a release of proprietary business information. Other company policies (including anti-harassment, trade secret/proprietary information, etc.) apply to what employees do online.

Connections also prohibits employees from "friending" or otherwise socializing, liking, commenting, or communicating with participants, participants' family members, guardians or other customers via social media.

If participating in a personal blog, it should have clear disclaimers that the views expressed by the author in the blog is the author's alone and does not represent the views of Connections. Any information published on a blog should comply with the agency's confidentiality and disclosure of proprietary data policies. Your social media postings cannot include agency logos or trademarks and must respect

HIPPA, confidentiality, proprietary, copyright, intellectual property, privacy, fair use, and other applicable laws.

Some sites provide for members to write recommendation or referrals for friends/associates. Because a recommendation could be viewed as Connections endorsing the individual, no employee is permitted to make recommendations or referrals. Any requests for employment verifications, recommendations or referrals must be forwarded to the Finance Department.

There is no expectation of privacy when using the Internet at work. The agency reserves the right to review usage and history for all employees or block pages from computers as needed.

Employees should not speak to the media on Employer's behalf without receiving prior approval from the Executive Director. All media inquiries should be directed to the Executive Director or the Director of Operations.

Violation of the Social Media Policy can result in disciplinary action, up to and including termination.

This policy recognizes employees' rights to openly discuss their jobs, working conditions, and terms of employment with co-workers. The National Labor Relations Act ("NLRA") identifies employees' rights and protected activities as: "the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and shall also have the right to refrain from any or all such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment."

## **SECTION 3.0 BENEFITS**

Each eligible employee will be provided with information explaining the coverage provided and other regulations set forth by the insuring company. Benefit Eligible employees are identified earlier in Section 2.6 Classification of Employees. If the employee decides not to elect coverage, they will need to sign waiver sections of the online enrollment. Benefits are available to eligible employees the first of the month following the completion of the first 60 days. Benefits are subject to change as determined by Connections Board.

### **Benefit Eligibility**

New employees become eligible for all benefits, with the exception of the 401K, the first day of the month following a 60-day introductory period for all benefits. If an employee declines coverage for any benefit for the initial benefit eligibility date, they may be able to elect those benefits during open enrollment only, but additional waiting periods and/or pre-existing conditions may apply. If an employee's status changes from PRN to Full-time, the following benefits begin 30 days from the effective date; PTO, Holidays off paid, Hire date off paid, Birthday off paid, Funeral leave off paid. All other benefits begin the first of the month following the 60 day effective date. 401K remains the same (must have one year of service and 1,000 hours worked) and begins accordingly.

### **Review for Benefit Eligibility**

Connections will review the classification of employees monthly. If an employee falls below his/her required number of hours per pay period for 2 of 3 consecutive pay periods, his/her status will be reviewed benefit eligibility. If the employee falls below the required hours and is no longer benefit eligible, the employee may be eligible to continue his/her Dental, Vision, and Life insurance as stated in the COBRA law.

### **Benefits**

#### **Full-Time Employees:**

Paid Time Off (PTO)

Earned Sick and Safe Time (Part-time employees only)  
Flex Benefit Plan  
    Pre-Tax Premiums  
    Medical Spending  
    Dependent Care  
Holidays (12) – After 60-Day Probation Period  
Funeral Leave  
401K – Match up to 3%  
Employee Assistance Program – *Agency Paid*  
Long-Term Disability – *Agency Paid*  
Life Insurance – *Agency Paid*  
Individual Coverage Health Reimbursement Arrangement  
Dental Insurance – *Employee Paid*  
Vision Insurance – *Employee Paid*  
Short-Term Disability – *Employee Paid*  
Supplemental Life Insurance – *Employee Paid*

All Employees:  
Employee Assistance Program

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

**Policy:** In the interest of the employee's family, the company and the community, Connections will provide an Employee Assistance Program to help resolve problems in an effective and confidential manner to all employees.

**Procedure**

Through confidential, independent counseling service, professional assistance is offered in a variety of areas:

- Relationship issues
- Drug and alcohol abuse
- Educational workshops
- Financial counseling and legal consultation
- Emotional health
- Workplace issues

### **3.2 Paid Time Off (PTO)**

**Policy:** The amount of Paid Time Off (PTO) an employee earns in a particular month is based on the years of service the employee has been credited. At no time may an employee be able to exceed 40 hours/week combining PTO and regular work hours. All PTO hours must be used to receive unpaid leave under the federal leave programs. PTO hours are accrued according to the following anniversary schedule:

**Full-Time Employees**

After 60-day intro period and benefit requirements are met

4.5 hours per pay period

One year anniversary

6 hours per pay period

Three-year anniversary

7 hours per pay period

Five-year anniversary	8 hours per pay period
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Seven-year anniversary	10 hours per pay period
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Procedure

PTO hours will be paid at the employees' current rate of pay. The employee must receive approval in advance of the time off date. The employee's balance may not exceed more hours than an employee can earn in a year at any time. PTO requests may be denied when the good of the program/agency warrants. PTO requests will be granted on a first come first serve basis and should be submitted to the employee's supervisor 30 days in advance by using a leave request form.

- PTO hours may not accrue while an employee is on a leave of absence.
- PTO cannot be used until it appears on the employees pay stub.
- PTO hours must be used to maintain employment status when taking time off.
- PTO hours may not be used in excess of regularly scheduled hours.

When an employee is absent on a day that leave has been previously denied without a note from a Physician, the absence will not be eligible for PTO use and therefore, unpaid & unexcused.

Upon resignation of employment, an employee must leave in good standing, give sufficient notice as required in Section 8.1, and voluntarily resign to be paid any available PTO. Employees terminated from employment by Connections will forfeit any earned and unused PTO. PTO may not be used during the final two weeks of a voluntary resignation, except in extreme situations approved by the Executive Director.

### **3.3 Flexible Benefit Plan**

**Policy:** **Connection's offers a flexible benefit plan for all regular full-time employees. This plan offers the opportunity for employees to have certain deductions prior to taxes being withheld. Pre-tax deductions included in this plan are dental and vision premiums, medical flex, and dependent care spending accounts.**

Procedure

All regular full-time employees are eligible to participate in Connections' flexible benefit plan. Employees are responsible for sending in their own receipts, on the appropriate forms, for reimbursement to the current plan administrator.

### **3.4 Individual Coverage Health Reimbursement Arrangement (ICHRA)**

**Policy:** **Connections offers a determined reimbursement for those eligible employees who have elected to obtain health coverage through the marketplace in either ND or MN.**

Procedure

Full time employees are eligible to participate in the ICHRA. This reimbursement is provided beginning the month following the successful completion of the 60-day introductory period and/or thereafter when the employee is eligible to obtain coverage through the marketplace in either ND or MN. An enrollment form to participate must be completed by the deadline given to qualify for the reimbursement. Should that deadline be missed, reimbursement for a plan may not occur until the next open enrollment period. It is the sole responsibility of the employee to secure a health plan on the marketplace according to the rules and regulations of those programs if participation in ICHRA is desired. Connections simply offers a reimbursement based on age/cost in accordance with the Affordable Care Act. This is not group coverage.

### **3.5 Dental Insurance**

**Policy:** **Connections provides the option for full-time employees to elect dental coverage at their own cost.**

**Procedure**

Each eligible employee will be provided with the information explaining the coverage and other regulations set forth by the insuring company. This benefit is available the first of the month following the first 60 days. Company participation ceases the end of the month following the employee's termination. After termination of employment, an employee may be eligible for COBRA coverage.

### **3.6 Vision Insurance**

**Policy:** **Connections provides the option for full-time employees to elect vision coverage at their own cost.**

**Procedure**

Each eligible employee will be provided with the information explaining the coverage and other regulations set forth by the insuring company. This benefit is available the first of the month following the first 60 days. Company participation ceases the end of the month following the employee's termination. After termination of employment, an employee may be eligible for COBRA coverage.

### **3.7 Life Insurance**

**Policy:** **Connections offers each full-time employee a Life Insurance Policy and Accidental Death & Dismemberment coverage. Applicable coverage is as stated in the master contract.**

**Procedure**

Each eligible employee will be provided with the information explaining the coverage and other regulations set forth by the insuring company. This benefit is available the first of the month following the first 60 days. Company participation ceases the end of the month following the employee's termination. Full-time staff will be eligible to receive Basic Life Insurance with the premium paid by Connections.

**Supplemental Life Insurance**

**Policy:** **Connections offers each full-time employee the option of purchasing at their own expense, additional Term Life Insurance. Applicable coverage is as stated in the master contract.**

### **3.8 Long Term Disability**

**Policy:** **Connections offers a Long Term Disability Plan (LTD) to all full time employees the first of the month following the first 60 days. Applicable coverage is as stated in the master contract.**

**Procedure**

Each eligible employee will be provided with the information explaining the coverage and other regulations set forth by the insuring company. This benefit is available the first of the month following the first 60 days. Company participation ceases the end of the month following the employee's termination. Full-time staff will be eligible to receive Long Term Disability with the premium paid by Connections.

### **3.9 Short Term Disability (STD)**

**Policy:** **Connections provides the option for full-time employees to elect STD coverage at their own cost.**

**Procedure**

Each eligible employee will be provided with the information explaining the coverage and other regulations set forth by the insuring company. This benefit is available the first of the month following the first 60 days. Company participation ceases the end of the month following the employee's termination.

### **3.10 Retirement Plan**

**Policy:** **Connections offers all employees the 401K Retirement Plan. Connections, as an agency, will match a designated percentage of the employee's total salary.**

**Procedure**

Full Time Employees will be eligible to participate in the 401K once they have completed one year of service AND 1000 hours of work with Connections, and have reached the age of 18 years or older. Employees may enroll in the plan during the first entry date following the date that all eligibility requirements have been met. Entry dates consist of January 1, April 1, July 1 and October 1. Part-time employees are eligible to participate after completing 500 hours worked three consecutive years and do not have a waiting period. There is no match and no vesting period for PT employees.

- Employees taking a leave of absence may receive credit for service during the period of absence for certain purposes under the Plan. Plan Administrators will determine the effect of leaves of absence on an employee's eligibility to participate.
- Employees who terminate their employment with Connections after completing the minimum age and service requirements under the Plan will enter the Plan on the later of their rehire date or Entry Date upon becoming rehired.
- Employees who terminate their employment prior to meeting minimum eligibility requirements will have to meet requirements as if they were a new employee upon becoming rehired.
- The vesting schedule is as follows:

<b>YEARS OF VESTING SERVICE</b>	<b>VESTED PERCENTAGE</b>
1	0%
2	25%
3	50%
4	75%
5	100%
6 or more	100%

### **3.11 Holidays**

**Policy:** **All full-time employees will be paid for agency holidays:**

- **Full-time employees will be paid for 8 hours**
- **Employees authorized to work a closed holiday will be paid at a rate of time and a half.**

Procedure

If a non-exempt employee is authorized to work a scheduled or unscheduled shift on one of the agency's closed holidays listed below, in lieu of the holiday the employee will be paid at a rate of time and a half. The following holidays are paid to eligible employees:

New Year's Day	Fourth of July	Christmas Eve Day
Good Friday	Labor Day	Christmas Day
Eid al-Fitr	Thanksgiving	Employee's Birthday (agency open)
Memorial Day	Day after Thanksgiving	Employee's Anniversary Date (agency open)

Typically, holidays falling on Saturday are observed on Friday and Holidays falling on Sunday are observed the following Monday. However, the Adult Foster Care program will observe the actual holiday, not necessarily the closed holiday and will be paid holiday pay accordingly. The only exception to this will be Good Friday, as the program will recognize Easter Sunday as the paid holiday and not Good Friday. An employee on a leave of absence will not be paid for holidays.

**3.12 Jury Duty**

**Policy:** **Connections believes that jury duty is a civic obligation and employees will not be denied this time off.**

Procedure

Employees must report to their supervisor as soon as they are aware of the duration they will be serving, so their position can be covered. Any employee called to jury duty shall receive their regular salary for up to two weeks. Any amounts paid by government agencies or others while engaged in such service, must be returned to Connections. Employees must report to work on any day or part of a day that he or she is excused from duty. Employees will continue to receive benefits while on jury duty.

**3.13 Unemployment Compensation**

**Policy:** **All employees are covered by Unemployment Compensation as required by State law.**

**3.14 Workers Compensation**

**Policy:** **All employees are covered by Workers Compensation Insurance, paid for by Connections and required by Minnesota and North Dakota law. This insurance includes medical payments and wage loss protection. Every injury, no matter how minor, must be reported immediately to the employee's direct supervisor and the Director of Operations within 24 hours. The proper claim forms must be filled out.**

Procedure

Our designated clinic/hospital in case of on-the-job injuries is Sanford OccMed Center located at 3838 12<sup>th</sup> Avenue North, Fargo from 8-5 p.m. Monday thru Friday. After hours care you should visit the Sanford Emergency Walk-In Clinic located at 720 4<sup>th</sup> Street North, Fargo. Injury forms for Minnesota or North Dakota should be filled out as applicable. Any questions regarding applicability should be addressed to the Director of Operations.

It is the agency's position that we will help employees return to work as soon as possible with reasonable accommodations.

**3.15 Earned Sick and Safe Time (ESST)**

**Policy: Part-time employees are eligible to accrue 1 hour of ESST for every 30 hours worked.**

**Procedure:**

Part-time employees will accrue 1 hour of ESST for every 30 hours worked and are permitted to accrue a minimum of 48 hours of ESST in a year. PT employees may carry over unused ESST into the following year but at no time can an employee's ESST exceed 80 hours. This benefit has no cash value and may only be used when an employee or family member has a mental or physical illness, absence due to domestic abuse, sexual assault or stalking of an employee or family member, closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency and when determined by a health authority or health care professional that an employee or their family member is a risk of infecting others with a communicable disease. Connections requires a 7 day notice when possible before using ESST and may require documentation regarding the reason for the absence. An employee using ESST must, at a minimum follow the agency's attendance policy in order to remain in good standing when using this benefit.

## **SECTION 4.0 COMPENSATION**

### **4.1 Expense Reimbursement**

**Policy:** **When an employee attends an approved out-of-town conference or meeting, he/she shall be reimbursed for all reasonable expenses incurred. These expenses include meals, hotel or motel, tips, registration fees, transportation and parking passes. Reimbursement arrangements may be made in advance with the Director of Programs.**

**Procedure**

Requests for travel reimbursement are to be presented on company forms on the 3<sup>rd</sup> of each month to your supervisor for authorization. Expense checks will be available on the 10<sup>th</sup> of each month. If the 10<sup>th</sup> is a Holiday, or falls on a Saturday or Sunday, checks will be available on the previous workday. Reimbursement requests that are turned in after the 10<sup>th</sup> of each month will not be paid without approval of the Executive Director.

For approved out- of- town travel, a pre-determined per diem expense rate will apply. Partial days will be paid on a per meal basis.

Approved mileage will be reimbursed at the current company mileage rate. Mileage to initial and final work site is not reimbursable.

**Approved mileage will meet the following criteria:**

- Employees must use a company vehicle when available. Employees will be reimbursed for mileage in their own vehicle when there is not a company vehicle available, provided all other transportation procedures are followed.
- Unauthorized travel/mileage will not be reimbursed.
- Persons served should be encouraged to use public transportation whenever possible.
- When transporting individuals to community resources, employees should always utilize resources that require the least amount of travel.
- All trips outside of Cass and Clay County require prior approval from Senior Management.

### **Cell Phone**

Connections will reimburse for cell phone usage as positions in the agency warrant. The Director of Operations will periodically assess positions for the necessity of a cell phone. If Connections determines the position requires the use of a cell phone during and after business hours, the phone will be provided by the agency along with an appropriate plan or a comparable reimbursement will be provided. Employees will be expected to be available at that number as determined by the supervisor and as the position warrants.

### **4.2 Overtime Pay**

**Policy:** **The overtime provisions of the federal and state wage and hour regulations requires the payment of overtime for all employees except those who are exempt from these provisions. Connections work week begins 12am Sunday and ends 11:59pm Saturday.**

#### **Procedure**

Exempt employees may occasionally work more than 40 hours per week without extra compensation in order to meet their job responsibilities. All overtime for non-exempt employees must be pre-approved by the employee's supervisor prior to the non-exempt employee working overtime. Failure to comply may result in disciplinary action up to and including termination.

### **4.3 Payroll Deductions**

**Policy:** **Payroll deductions required by law are made automatically (federal and state income tax and FICA). Optional agency sponsored payroll deductions can also be arranged and require authorization by the employee to initiate, change or terminate.**

#### **Procedure**

Connections reserves the right to charge an employee:

- Any fees associated with the stop payment of their paycheck
- Any fees associated with the replacement of a lost vehicle key
- Any fees associated with other unreturned, damaged, or lost Connections' property.
- Any fees associated with a garnishment of your wages due to Child Support payments, collection efforts or any other reason.
- Any fees associated with background checks

### **4.4 Pay Periods**

**Policy:** **Connections follows a bi-weekly payroll schedule. Staff will be paid every other Friday. The workweek is Sunday 12:00 a.m. through Saturday 11:59 p.m. If a Friday payroll falls on a closed bank holiday payroll will be on the Thursday prior.**

#### **Procedure**

Paychecks shall be distributed to payee only. The agency uses an online scheduling program for weekly work schedules. It is the responsibility of the employee to review all shifts scheduled and worked by 8:00 Monday of payroll week to assure accuracy. Any discrepancy should be reported immediately to the supervisor for correction prior to the start of payroll. Supervisors will then be signing off on the electronic timesheet that is the schedule.

## **SECTION 5.0 HOURS OF OPERATION**

## 5.1 Hours of Operation

**Policy:** The agency's administrative office hours are 8:00am - 4:30pm, Monday thru Thursday and 8:00-12:00 on Fridays. Individual staff hours vary according to position.

### Procedure

Administrative office hours do differ from that of the individual programs. Each program operates in accordance with each respective license, program, and participant needs and hours vary to include both daytime, evening, and weekend/holiday hours as the programs require. Changes to program hours may only be authorized by the Executive Director or the Director of Programs.

## SECTION 6.0 TIME OFF

### 6.1 Time Off

**Policy:** Preference for time off requests will be granted on a first come first serve basis. Connections reserves the right to reprioritize time off requests based on circumstance and may not always allow an employee to receive their requested time off. Connections does not have an unpaid leave policy. Therefore, FT employees requesting time off must have available PTO to do so.

### Procedure

Request for leave forms need to be submitted to the employee's supervisor 30 days prior to the date requested off. Refer to Section 2.4 Attendance and Section 3.2 PTO.

### 6.2 Funeral Leave

**Policy:** Connections offers paid funeral leave for all eligible employees. Leave will be paid at 8 hours per day for full-time employees, with a maximum of 3 days paid by the agency per occurrence. All funeral leave must be approved by the Executive Director

### Procedure

Employees may request time off as needed for the death of an immediate family member. The family members included in this policy are the spouse, parents, children, siblings, grandparents, and immediate in-laws. However maximum payout by the agency will be three days of funeral leave and benefit does not automatically grant 24 hours of leave. For the funeral of any person not listed above, the employee may request time off in accordance with the PTO policy. Exceptions to this policy may only be made by the Executive Director.

### 6.3 Military Leave

**Policy:** Connections will grant military leaves of absence as required by law. Any full-time or part-time employee called to active military, will be granted a military leave of absence. Duration of the leave shall be the term of enlistment plan, and any additional time that the government may require. It shall include a reasonable amount of time for travel and adjustment and comply with state and federal law.

### Procedure

Re-enlistment or any other voluntary extension of the tour of duty may affect the leave of absence. On return from military leave, the employee must abide by the following conditions:

- The employee must apply for reinstatement within the time required by the law, and

- If that employee's former position is not available, the company will provide a job of similar status and pay.

When employees are called to military duty under emergency conditions, adjustments and exceptions to this policy may be made as circumstances require.

#### 6.4 Family Medical Leave Act (FMLA)

**Policy:** **Connections recognizes the need of employees to balance their work and family life by taking reasonable unpaid leave for certain family and medical reasons. Eligible employees will be provided with time off for the birth of a child, the placement of a child for adoption or foster care, for the serious health care condition of the employee or for the care of an immediate family member who has a serious health condition in accordance with the Family and Medical Leave Act (FMLA), the Minnesota Parental Leave Law, and Minnesota Sick or Injured Child Care Leave Act.**

##### Procedure

The Family and Medical Leave Act ("FMLA") entitles eligible employees to take up to 12 weeks of unpaid job-protected leave in a 12-month period for specified family and medical reasons.

The FMLA was recently expanded to include military family leave. Eligible employees can take up to 12 weeks of unpaid job-protected leave in a 12-month period for any "qualifying exigency" arising out of the fact that a covered military member is on active duty or has been notified of an impending call or order to active duty, in support of a contingency operation. Eligible employees may also take up to 26 weeks of job-protected leave in a "single 12-month period" to care for a covered service member with a serious injury or illness. The purpose of this policy is to identify the eligibility and leave requirements under the FMLA.

#### I. Employee Eligibility

To be eligible for FMLA benefits, an employee **must**:

- Work for a covered Employer,
- have been employed with Employer for a total of 12 months\*,
- have worked at least 1,250 hours with Employer over the previous 12 months, **and**
- work at a location for the Employer where at least 50 employees are employed within 75 miles.

\*While the 12 months of employment need not be consecutive, employment periods prior to a break in service of **seven** years or more need not be counted unless the break is occasioned by the employee's fulfillment of his or her National Guard or Reserve military obligation (as protected under the Uniformed Services Employment and Reemployment Rights Act (USERRA)), or a written agreement, including a collective bargaining agreement, exists concerning the employer's intention to rehire the employee after the break in service.

#### II. Leave Entitlement

##### A. Family and Medical Leave

The Company will provide up to 12 work weeks of unpaid family and medical leave during a 12-month period to an eligible employee who is temporarily unable to work for one or more of the following reasons:

- for the birth and care of a newborn child of the employee;

- for placement with the employee of a son or daughter for adoption or foster care;
- to care for a spouse, son, daughter, or parent of the employee who has a serious health condition; or
- to take medical leave when the employee is unable to work because of a serious health condition.

An employee's spouse, children and parents are immediate family members for purpose of the above family and medical leave. The term "**parent**" does not include a parent "in-law". The term "**children**" does not include individuals age 18 or over unless they are "incapable of self-care" because of a mental or physical disability that limits one or more of the "major life activities" as defined under the Americans with Disability Act.

The 12-month period is January 1st through December 31<sup>st</sup> of any given year

**B. Military Family Leave**

1. **Qualifying Exigency Leave:** The Company will provide up to 12 work weeks of unpaid military leave during a 12-month period to an eligible employee for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. Qualifying exigency leave is available to a family member of a military member in the National Guard or Reserves; it does not extend to family members of military members in the Regular Armed Forces. "**Qualifying exigencies**" include the following:

- (a) **Short notice deployment:** issues arising from a covered military member's short notice deployment (i.e., deployment on seven or less days of notice) for a period of 7 days from the date of notification.
- (b) **Military events and related activities:** such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member;
- (c) **Childcare and related activities:** arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new school or daycare facility, and attending certain meetings at a school or a daycare facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member;
- (d) **Making or updating financial and legal arrangements:** to address a covered military member's absence.
- (e) **To attend counseling:** provided by someone other than a health care provider for oneself, the covered military member, or the child of the covered military member, the need for which arises from the active duty or call to active-duty status of the covered military member;
- (f) **Rest and recuperation:** to taking up to **5** days of leave to spend time with a covered military member who is on short-term temporary, rest and recuperation leave during deployment.

- (g) To attend post-deployment activities: including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered military member's active-duty status, and addressing issues arising from the death of a covered military member; and
- (h) Any other event that the employee and employer agree is a qualifying exigency.

2. **Military Caregiver Leave:** The Company will provide up to 26 work weeks of unpaid military caregiver leave during a "single 12-month period" to an eligible employee who is a spouse, child, parent or next of kin of a "covered service member" with a serious injury or illness to care for the recovering service member.

**"Covered service member"** is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

**"Serious injury or illness"** is one that was incurred by a service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank, or rating.

**"Single 12-month period"** for military caregiver leave begins on the first day the employee takes leave to care for a covered service member with a serious injury or illness and ends 12 months later, regardless of the 12-month period established by the employer for other types of FMLA leave.

### **Minnesota Organ Donation Leave**

Eligible Minnesota employees will be granted paid leaves of absence to undergo a medical procedure to donate an organ or partial organ to another person. The combined length of the leaves shall be determined by the employee, but may not exceed 40 work hours for each donation, unless agreed to by the employer. The employer may require verification by a physician of the purpose and length of each leave requested by the eligible employee for organ donation. If there is a medical determination that the employee does not qualify as an organ donor, the paid leave of absence granted to the employee prior to that medical determination is not forfeited. This leave does not affect an employee's right with respect to any other employment benefit.

An eligible employee is an employee who works an average of 20 or more hours per week for an employer who employs 20 or more employees.

### **School Conference and Activities Leave**

Minnesota employees are granted up to 16 hours of unpaid leave during any 12-month period to attend school conferences or classroom activities related to the employee's child, provided the conferences or classroom activities cannot be scheduled during non-work hours. "Child" means a person under eighteen (18) years of age or a person who is under twenty (20) years of age and who is still attending secondary school. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the Company. Any employee may substitute any accrued paid vacation or other appropriate paid leave for any part of the school conference and activities leave.

### **III. Serious Health Condition**

**"Serious health condition"** means an illness, injury, impairment, or physical or mental health condition that involves either:

- A. Inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (i.e. inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; **or**
- B. Continuing treatment by a health care provider, which includes:
  1. A period of incapacity lasting more than 3 consecutive, full calendar days, **and** any subsequent treatment or period of incapacity relating to the same condition that also includes:
    - (a) treatment two or more times by or under the supervision of a health care provider (i.e. in-person visits the first within 7 days and both within 30 days of the first day of incapacity); **or**
    - (b) one treatment by a health care provider (i.e. an in-person visit within 7 days of the first day of incapacity) with a continuing regimen of treatment (e.g. prescription medication, physical therapy); **or**
  2. Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; **or**
  3. Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; **or**
  4. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; **or**
  5. Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three days if not treated.

### **IV. Leave Limitations**

- A. An eligible employee is limited to a **combined total of 26 work weeks** of leave for any FMLA-qualifying reason during the "single 12-month period." Only 12 of the 26 weeks total may be for a FMLA-qualifying reason other than to care for a covered service member.
- B. Spouses employed by the same employer are limited in the amount of family leave they may take for the birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition to a **combined total of 12 weeks** (or 26 weeks of leave to care for a covered service member with a serious injury or illness is also used).

- C. Any other leave available to the employee (such as paid time off, vacation, sick, disability, or any leave under federal, state or local law) runs concurrently with the family and medical leave and the military leave so that the employee has a maximum of twelve (12) work weeks of leave in a 12-month period (or 26 weeks of leave to care for a covered service member with a serious injury or illness).
- D. Leave will be unpaid, except if the employee has available accrued paid leave under Company's policy (e.g. paid time off, vacation, sick), then the employee must take any available paid leave prior to receiving unpaid leave. In addition, if the employee has accrued vacation leave, then the employee must take any available vacation leave prior to receiving unpaid leave.
- E. FMLA leave taken due to the birth of a child or placement of a child for adoption or foster care must be concluded within 12 months after the birth or placement and must be taken in consecutive days.
- F. FMLA leave taken to care for a spouse, child, or parent, or because of the employee's own serious health condition may be **taken intermittently** or on a reduced leave schedule if such intermittent or reduced schedule leave is medically necessary.
- G. FMLA leave may be **taken intermittently** whenever medically necessary to care for a covered service member with a serious injury or illness. FMLA leave also may be taken intermittently for a qualifying exigency arising out of the active duty status or call to active duty of a covered military member.
- H. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operation

## V. How to Request FMLA Leave

- A. **Notice:** Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable. If leave is foreseeable less than 30 days in advance, the employee must provide notice as soon as practicable – generally, the same or next business day.

When the need for leave is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, employees must comply with the employer's usual and customary notice and procedure requirements for taking leave.

The employee must also notify their supervisor and make a reasonable effort to schedule the leave so as not to disrupt the Company's business operations. Failure to give required advance notice when such leave is foreseeable may result in denial of the requested leave until the required notice period is satisfied.

Within 5 business days of the employee notice of the need for FMLA leave, FMLA administrator will provide employee with Notice of Eligibility and Rights & Responsibilities. Employees must provide sufficient information for an employer reasonably to determine whether the FMLA may apply to the leave request. When an employee requests leave for a FMLA-qualifying reason for which the employer has previously provided the employee FMLA leave, the employee must specifically inform the employer of the qualifying reason for FMLA leave or the need for FMLA leave.

B. Certification Requirements:

1. Medical Certification: The Company may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at Company's expense) and periodic recertification of a serious health condition. An employee requesting FMLA leave to care for a spouse, child or parent or due to his or her own serious health condition must present the Company with a medical certification completed by a health care provider, summarizing the serious health condition and its probable duration. The Medical Certification form may be obtained from Human Resources and must be returned within 15 days of receipt of the form.

Periodic reports may be required from the employee regarding the employee's status and intent to return to work. Before returning to work, an employee who is entitled to a leave due to the employee's serious health condition must provide a certification from his/her health care provider that he/she is able to resume work. If reasonable safety concerns exist, the Company may require a certificate for employees returning from intermittent FMLA leave. The Medical Certifications forms may be obtained from Human Resources.

2. Military Certification: An employee's request for military family leave must be supported by the appropriate Certification for Military Family Leave. The Certification forms may be obtained through Human Resources. In addition, leave for a qualifying exigency must be supported by a copy of the covered military member's active duty orders. Leave to care for a covered service member with a serious injury or illness be supported by a certification completed by an authorized health care provider **or** by a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the covered service member's family.

**VI. Maintenance of Health Benefits**

If applicable, arrangements will need to be made for employee to pay his/her share of insurance premiums while on leave. Failure of the employee to pay their share of these premium payments may result in cancellation of coverage by the insurance carrier.

**VII. Restoration of Employment**

Upon return from FMLA leave, an employee will be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms. A determination as to whether a position is equivalent will be made by the Company. Employees, while on leave, shall retain their years' service rights and accumulated benefits, but shall not accrue additional benefits while absent. An employee has no greater right to restoration or to other benefits and conditions of employment than if the employee had been continuously employed.

**VIII. Failure to Return from Leave**

Employees who fail to return from leave on the agreed upon return date, will be presumed to have resigned his or her employment. It is important for employees on FMLA leave to timely communicate with the Company and update Company on any changes in the FMLA leave affecting employees return to work date.

Further information regarding this policy can be obtained from the Executive Director or Director of Finance.

## 6.5 MN Paid Leave

**Policy:** MN paid leave provides payments and job protection when you need time off to care for yourself or your family.

Procedure: The leave provides a leave bank of at least 12 weeks of leave for a serious health condition (medical leave) and 12 weeks of leave for bonding, safety leave, family care, and qualifying exigency per benefit year. The employer may establish a maximum number of weeks of leave an employee is allowed to take per benefit year for the combined leave types. That maximum must not be less than 20 weeks. Qualifying events that are also considered qualifying under the FMLA policy will require leave to run concurrently. The minimum number of leave hours an employee may use under this policy is 8 hours.

While this leave allows for reimbursement of up to 90% of wages through the state of MN, an employee that wishes to be paid 100% must first use all PTO. If the employee chooses not to use PTO, the employee will be reimbursed at the calculated rate provided by the state of MN.

You can take leave for the following qualifying events:

Medical Leave:

- To care for your own serious health condition, including care related to pregnancy, childbirth, and recovery

Family Leave:

- Bonding Leave – to care for and bond with a child welcomed through birth, adoption, or foster placement
- Caring Leave – to care for a family member with a serious health condition
- Military Family Leave – to support a family member called to active duty
- Safety Leave – to respond to issues related to domestic violence, sexual assault, or stalking for yourself or a family member

In order to take MN Paid Leave

1. You must first notify your employer (please contact the benefits department to do so)
2. Apply with Paid Leave through the state of MN. You will be able to apply for paid leave at [paidleave.mn.gov](http://paidleave.mn.gov). You can also apply over the phone if needed at 651.556.7777 or 84.556.0444 (toll free)

## SECTION 7.0 EMPLOYEE DEVELOPMENT

### 7.1 Employee Training

**Policy:** All employees are provided with ongoing training. The employee's supervisor is responsible for ensuring annual training is completed. Training requirements will be completed in accordance with Minnesota and North Dakota state law.

Procedure

1. Per MN & ND law, employees working in all program areas are required to complete a percentage of their annual hours in training.
  - A. Employees will be expected to comply with each department's requirements.
  - B. Employees are expected to have at least half of their required in-service hours completed by the end of June.

- C. It is each employee's responsibility to keep track of his/her own work hours and not run into overtime. Employees must get pre-approval from their supervisor if they need job coverage to attend training or to avoid overtime.
- D. To get credit for in-service hours, each employee must fill out an In-service Hours form and submit it to their supervisor for endorsement. For in-services or meetings hosted by Connections, an attendance sheet will be used to record in-service hours for those staff instead of the employee filling out an in-service form.

2. Training other than that provided by the agency must be approved by the employee's supervisor.

Hours worked and associated expenses will be paid only if prior authorization is obtained from the employee's supervisor. This decision depends upon availability of funds, relevance of training to job duties, and workload. Travel time will be paid according to distance traveled. (Refer to Section 4.1 Expense Reimbursement).

- 3. Professional Membership and Interest Groups: Memberships in the employee's professional or occupational organization(s) is encouraged. Expenses of participation in such organizations may be reimbursed, totally or in part, depending upon availability of funds and relevance to job duties.
- 4. Employees who do not meet yearly training requirements will not be allowed to return to work and may be subject to disciplinary action up to and including termination.

## **7.2 Orientation**

**Policy:** **Each new employee is provided with orientation to Connections' policies, procedures, benefits, and expectations. The employee's supervisor is responsible for ensuring that the orientation process is completed. Orientation requirements will be completed in accordance with Minnesota state law.**

**Procedure**

- 1. It is the responsibility of the employee to work with the supervisor to ensure timely completion of orientation.
- 2. The expectations for orientation will vary somewhat by position. However, there are certain requirements that must be completed by ALL employees. In addition, supervisory staff will receive training in additional areas.
- 3. First Aid, CPR, & Medication Administration training may be required depending on the employee's position and the program for which they are working.
- 4. All employees are required to submit to and clear a background check. Continued employment with Connections is contingent upon the passing of the background check.
- 5. Employees receiving Connections' property (e.g., keys, manuals, etc.) may be asked to sign a form agreeing to pay for replacement costs of lost property.

## **SECTION 8.0                            TERMINATION OF EMPLOYMENT**

### **8.1 Termination of Employment**

**Policy:** **Resignation is the result of voluntary termination freely made by the employee for any reason. All employees are in an introductory period for the first 60 days of employment. Employees may be discharged at any time as Minnesota is an “at will” employment state.**

**Procedure**

1. Connections requests a written notice of 30 days for Exempt Employees and 2 weeks for Non-exempt Employees.
2. The last day of employment specified in the resignation must be a normal workday.
3. Under special circumstances, the notice period may be waived with Executive Director approval.
4. Any other requested documentation (e.g. program files, exit interview, etc.) must be completed prior to receiving the final pay check.
4. The final paycheck will be issued to the employee no later than the next regularly scheduled pay period and will include hours worked in the pay period and any available PTO hours. PTO does not accrue on a final paycheck. Please note that an employee must leave in good standing, give sufficient notice, and voluntarily resign to be paid any available PTO. PTO may not be used during the final two weeks of a voluntary resignation.
5. No call, no show may be considered a voluntary resignation but would not qualify leaving in good standing.
6. All company property must be returned prior to receiving the final paycheck. This may include items such as keys, name tags, cell phones, voice mail codes, bank account signature authorizations, manuals, site books, office equipment, office supplies, and any training materials that have been checked out and not returned.
7. Forwarding address must be provided to the agency prior to receiving the final paycheck.
8. Terminations without sufficient notice may result in a minimum wage rate of pay for any unpaid hours and loss of PTO. Employees may not have an active notice of resignation pending in order to be paid any bonuses due and must be employed at the time of distribution.

**8.2 Employment Reinstatement**

**Policy:** **An employee that resigns in good standing may be reinstated with his/her original hire date for the purpose of 401K participation should the employee become rehired within 5 years of the voluntary termination date.**

**Procedure**

An employee wishing to reinstate employment with Connections utilizing his/her original hire date may do so if the reinstatement occurs within 5 years of the employee's voluntary termination date. This may entitle the employee to some immediate benefits but will not negate the orientation and training requirements that may apply, depending upon the position.

**SECTION 9.0 GRIEVANCE**

**9.1 Grievance Procedure**

**Policy:** **A grievance shall be defined as a dispute or disagreement raised by an employee against the agency involving the interpretation or application of the specific expressed provisions of this policy manual excluding termination decisions. It is the policy of Connections to treat all employees equitably in all matters concerning their employment. It is the intent for employees' questions and complaints to be resolved fairly and promptly. Every effort should be made to resolve through discussion with the employee's immediate supervisor any disputes that may arise between the employee and the agency.**

**Procedure**

1. Any grievance shall clearly state, in writing,
  - A. The employee's question or complaint;
  - B. The matter of fact upon which the complaint is based;
  - C. The policy or procedure provisions which the employee believes are controlling the situation.
2. The employee will bring the matter, in writing, first to their immediate supervisor. The supervisor and employee will attempt to resolve it to satisfaction to both the employee and the agency. If the immediate supervisor is involved in the grievance, the employee is entitled to present the issue to the next level on the organizational chart.
3. The person to whom the grievance is presented shall have five working days to respond to the grievance in written format.
4. If appropriate action to solve the problem is not initiated by the person to whom the grievance was presented or the action does not satisfy the person raising the issue, that person has five working days to submit the issue, in writing, to the next level on the organizational chart.
5. This process may continue, with the same guidelines (e.g., five working days response time), up to and including the Executive Director and Board of Directors.
6. If the person with the grievance is not satisfied with the outcome, they may present all of the information outlined above to the Executive Director or the Chairperson of the Board of Directors. This group (the Executive Director and the Board of Directors) shall have final authority in determining the outcome of the grievance and shall respond to the employee within 30 calendar days. If the grievance involves the Executive Director, the information should be presented to the Chairperson of the Board or any member of the Board of Directors and they will have final authority in determining the outcome of the grievance and shall respond to the employee within 30 calendar days.

**SECTION 10.0    HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

It is the intent of Connections to safeguard and protect the privacy and security of "protected health information" as defined by the Health Insurance Portability and Accountability Act ("HIPAA").

"Protected health information" includes individually identifiable information, maintained or transmitted through any medium, relating to an individual's past, present, or future physical or mental health or healthcare. Individually identifiable health information includes many common identifiers such as a person's name, address, birth date, social security number, or patient account number.

Connections prohibits at any time access, use, or disclose to any person or entity, any protected health information, except as permitted or required by law.

It is the policy of Connections to ensure the confidentiality, integrity and availability of protected health information entrusted to Connections by protecting this information from unauthorized access, alteration, deletion or unauthorized transmission and to ensure its physical security. In consideration of employment and/or continued employment with Connections, all employees must agree to not make any unauthorized transmission, alteration, deletion or unauthorized access of protected health information. Such unauthorized transmission includes, but is not limited to, removing and/or transferring protected health information in Connections' computer system to an unauthorized location.

These privacy and security obligations apply, regardless of the manner in which the protected health information is acquired, whether it was communicated verbally, in writing, electronically, or in any format, and regardless of whether it was communicated directly to Connections or its employees or intended for its access. This obligation survives the termination of employment with Connections, regardless of the reason of such termination.

**BY USING ANY OF THESE SYSTEMS, USERS AGREE THAT THEY WILL COMPLY WITH THESE POLICIES.**

**Disciplinary Process**

Violation of the policies in section 10.0 can lead to revocation of system privileges and/or disciplinary action, up to and including termination.

**Security Officer**

The Executive Director acts as the Security Officer, Network Administrator and point of contact for all security and information Technology Department questions, requests or concerns

# **CONNECTIONS**

## **EMPLOYEE ACKNOWLEDGMENT & AUTHORIZATION FORM**

I acknowledge receipt of my personal copy of the Connection's Employee Handbook, which supersedes all previously issued employee handbooks. I acknowledge and understand that this handbook is not an employee contract, but is written for the purpose of giving employees a brief description of office policies, benefits and operational procedures.

I understand that the contents of the Employee Handbook are subject to change at any time. I further understand that any revisions to the handbook will supersede or may sometimes eliminate policies and that such changes may occur at the sole discretion of the Company with or without notice. I also understand any decision of the Company regarding the interpretation or application of policies and procedures is final and binding on all employees.

I acknowledge that I am an "at-will" employee and I may be terminated at any time for any reason or for no reason. Nothing in the Employee Handbook shall be interpreted to be in conflict with, eliminate or modify in anyway my employment "at-will" status. I understand that my employment is for no definite period of time and that this Handbook is not a contract of employment but rather a helpful summary of the current employer policies.

I acknowledge that I have read the HIPAA policy and that I understand my obligations as an employee to protect the privacy and security of protected health information as it relates to my employment. I understand that the unauthorized access, use, disclosure, alteration, deletion, or unauthorized transmission of protected health information in violation of this policy may subject me to disciplinary action up to and including termination of my employment. I also understand that violating the privacy and security rights of individuals under HIPAA may also result in the imposition of civil and criminal penalties and other sanctions provided by federal and state laws.

I understand that no manager or other representative of the Company, other than the Executive Director, has any authority to enter into any employment agreement. I also understand that any such agreement, if made, will not be enforceable unless it is in writing and signed by the Executive Director and me.

I also acknowledge that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it. If I do not understand any portion of the Handbook, or if I would like additional information, I understand that I should contact my supervisor, or a Human Resource representative.

I understand if there is a conflict between any benefit policy in the Handbook and the benefit plan documents, the benefit plan documents will prevail.

I understand that the workday begins promptly at 8:00AM or when the schedule states otherwise. I also understand that grounds for termination include, but are not limited to tardiness, absences or unsatisfactory work performance.

I understand that my signature indicates that I have received a copy of the Employee Handbook and that it is my responsibility to read, understand and comply with it.

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Signature of Employee

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Date