

# South Cove Community Health Center

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Employee Handbook

July 1, 2021

## ABOUT THIS EMPLOYEE HANDBOOK

THIS EMPLOYEE HANDBOOK IS PROVIDED AND IS INTENDED AS A SUMMARY OF SOUTH COVE COMMUNITY HEALTH CENTER, INC. ("SOUTH COVE") POLICIES AND PRACTICES AND SOUTH COVE MAY, IN AN INDIVIDUAL CIRCUMSTANCE OR GENERALLY, CHANGE, CANCEL VARY FROM OR SUSPEND, WITHOUT ADVANCE NOTICE, ALL OR ANY PART OF THE PROVISIONS IN THE HANDBOOK, AT ANY TIME, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THIS IS A GENERAL GUIDE AND DOES NOT CONSTITUTE AN EMPLOYMENT AGREEMENT, CONTRACT FOR EMPLOYMENT OR A GUARANTEE OF CONTINUED EMPLOYMENT, EXPRESS OR IMPLIED, OR A PROMISE OF TREATMENT IN ANY PARTICULAR MANNER IN ANY GIVEN SITUATION.

UNLESS AN EMPLOYEE HAS A WRITTEN AGREEMENT SIGNED BY SOUTH COVE'S EXECUTIVE DIRECTOR THAT PROVIDES TO THE CONTRARY, ALL SOUTH COVE EMPLOYMENT IS "AT WILL" AND MAY BE TERMINATED BY THE EMPLOYEE OR SOUTH COVE, WITH OR WITHOUT NOTICE, CAUSE, OR A REASON, AT ANY TIME. NO ONE IS AUTHORIZED TO PROVIDE ANY EMPLOYEE OR EMPLOYEES WITH AN EMPLOYMENT CONTRACT OR SPECIAL ARRANGEMENT CONCERNING TERMS OR CONDITIONS OF EMPLOYMENT, UNLESS OTHERWISE AGREED TO IN AN AGREEMENT SIGNED BY SOUTH COVE'S EXECUTIVE DIRECTOR.

SOME MATTERS COVERED BY THE Handbook ARE ALSO DESCRIBED IN SEPARATE PLAN DOCUMENTS OR SUMMARY PLAN DESCRIPTIONS. THOSE DOCUMENTS ARE AVAILABLE FROM THE HUMAN RESOURCES MANAGER AND ARE DETERMINATIVE OF THE PRECISE BENEFITS, TERMS, CONDITIONS, EXCLUSIONS, ELIGIBILITY CRITERIA, AND RESTRICTIONS THAT APPLY TO COVERAGE. THEY SUPERSEDE ALL OTHER DOCUMENTS. SOUTH COVE AND ITS PLAN ADMINISTRATORS AND FIDUCIARIES RESERVE the MAXIMUM DISCRETION PERMITTED BY LAW TO ADMINISTER, INTERPRET, ENHANCE, MODIFY, DISCONTINUE, OR OTHERWISE CHANGE ANY BENEFIT PLAN, PRACTICE OR PROCEDURE. WHILE YOU MAY RECEIVE FEEDBACK IN RESPONSE TO QUESTIONS ABOUT THE BENEFIT PLANS WE OFFER, NONE OF THOSE RESPONSES CAN MODIFY THE TERMS OF THE OFFICIAL PLAN DOCUMENTS AND THEREFORE DO NOT REPRESENT A PROMISE OR GUARANTEE OF BENEFITS. PLEASE ALWAYS REFER TO THE PLAN DOCUMENTS RATHER THAN RELYING ON ANYONE'S INTERPRETATION OF THE BENEFIT PLANS.



Welcome to South Cove Community Health Center, Inc.!

On behalf of your colleagues, I welcome you to South Cove Community Health Center, Inc. ("South Cove") and wish you every success here.

We believe that each employee contributes directly to South Cove's growth and success, and we hope you will take pride in being a member of our team.

This Handbook was developed to describe some of the expectations of our employees and to outline the policies, programs, and benefits available to eligible employees. Employees should familiarize themselves with the contents of the Employee Handbook as soon as possible, as it will answer many questions about employment with South Cove. If you have questions or concerns after reading this book you can also e-mail or call Human Resources.

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

Sincerely,

South Cove Community Health Center



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The Employee Handbook and other South Cove forms may be found on South Cove's internal website ([www.scchc.org/internal](http://www.scchc.org/internal)).



## **I. GENERAL EMPLOYMENT POLICIES**

### **Equal Employment Opportunity**

It is policy that all employees should be able to enjoy a work environment free of discrimination. South Cove strictly forbids discrimination (including harassment) of any kind, including discrimination based on race, color, disability, sex, gender, gender identity, sexual orientation, pregnancy, national origin, ancestry, genetic information, religion, age, military service, veteran status, or any other classification protected by applicable law. This policy extends to each and every level of our operations. Accordingly, any form of discrimination whether by a fellow employee, manager, or supervisor will not be tolerated.

South Cove will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities unless the accommodation would impose an undue hardship on the operation of our business. If you believe you need assistance to perform your job duties because of a physical or mental condition, please contact the Human Resources Manager. We also endeavor to make reasonable accommodation for sincerely held religious beliefs. If you require a modification due to a sincerely held religious belief, please contact the business manager to make a request.

Any employee with questions or concerns about equal employment opportunities in the workplace are encouraged to bring the issues to the attention of a supervisor or Human Resources Manager.

### **Form I-9 Compliance**

The United States Government requires every employer to verify the identity and employment eligibility of its employees by asking them to provide proof of their identity and their legal right to work in the United States. Therefore, within three (3) days of employment, each employee is required to complete a Form I-9. Any employee who fails to provide information to confirm his or her identity and employment eligibility is subject to immediate discharge.

### **Employment Applications**

South Cove relies upon the accuracy of information provided by applicants on the employment application, as well as the accuracy of other data presented by applicants and/or employees throughout the hiring process and employment. Any misrepresentation, falsification, or material omission in any of this information or data may result in the exclusion of a person from further consideration for employment or, if the person is already employed, disciplinary action, up to and including termination of employment.

### **Criminal Background Check Policy**

This policy is applicable to the criminal history screening of prospective and current employees, subcontractors, volunteers and interns, and professional licensing applicants. Where Criminal Offender Record Information (CORI) and other criminal history checks may be part of a general background check for employment, volunteer work, or licensing purposes, the following practices and procedures will be followed.

#### Conducting CORI Screening

CORI checks will only be conducted as authorized by the DCJIS and MGL c. 6, §. 172, and only after a CORI Acknowledgement Form has been completed. With the exception of screening for the rental or leasing of housing, if a new CORI check is to be made on a subject within a year of his/her signing of the CORI Acknowledgement Form, the subject will be given seventy two (72) hours' notice that a new CORI check will be conducted. If a requestor is screening for the rental or leasing of housing, a CORI Acknowledgement Form will be completed for each and every subsequent CORI check.

#### Access to CORI

All CORI obtained from the DCJIS is confidential, and access to the information must be limited to those individuals who have a "need to know." This may include, but not be limited to, hiring managers, staff submitting the CORI requests, and staff charged with processing job applications. (Requestor Organization Name) must maintain and keep a current list of each individual authorized to have access to, or view, CORI. This list must be updated every six (6) months and is subject to inspection upon request by the DCJIS at any time.

### CORI Training

An informed review of a criminal record requires training. Accordingly, all personnel authorized to review or access CORI at South Cove will review, and will be thoroughly familiar with, the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS.

Additionally, if South Cove is an agency required by MGL c. 6, s. 171A, to maintain a CORI Policy, all personnel authorized to conduct criminal history background checks and/or to review CORI information will review, and will be thoroughly familiar with, the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS.

### Use of Criminal History in Background Screening

CORI used for employment purposes will only be accessed for applicants who are otherwise qualified for the position for which they have applied. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determinations of suitability based on background checks will be made consistent with this policy and any applicable law or regulations.

### Verifying a Subject's Identity

If a criminal record is received from the DCJIS, the information is to be closely compared with the information on the CORI Acknowledgement Form and any other identifying information provided by the applicant to ensure the record belongs to the applicant.

If the information in the CORI record provided does not exactly match the identification information provided by the applicant, a determination is to be made by an individual authorized to make such determinations based on a comparison of the CORI record and documents provided by the applicant.

### Inquiring About Criminal History

In connection with any decision regarding employment, volunteer opportunities, housing, or professional licensing, the subject will be provided with a copy of the criminal history record, whether obtained from the DCJIS or from any other source, prior to questioning the subject about his or her criminal history. The source(s) of the criminal history record is also to be disclosed to the subject.

### Determining Suitability

If a determination is made, based on the information as provided in the section of this policy entitled Verifying a Subject's Identity, that the criminal record belongs to the subject, and the subject does not dispute the record's accuracy, then the determination of suitability for the position or license will be made.

Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to, the following: (1) relevance of the record to the position sought; (2) the nature of the work to be performed; (3) time since the conviction; (4) age of the candidate at the time of the offense; (5) seriousness and specific circumstances of the offense; (6) the number of offenses; (7) whether the applicant has pending charges; (8) any relevant evidence of rehabilitation or lack thereof; or (9) any other relevant information, including information submitted by the candidate or requested by the organization. The applicant is to be notified of the decision and the basis for it in a timely manner.

### Adverse Decision Based on CORI

If an authorized official is inclined to make an adverse decision based on the results of a criminal history background check, the applicant will be notified immediately. The subject will be provided with a copy of the organization's CORI policy and a copy of the criminal history. The source(s) of the criminal history will also be revealed. The subject will then be provided with an opportunity to dispute the accuracy of the CORI record. Subjects are also provided a copy of DCJIS' "*Information Concerning the Process for Correcting a Criminal Record.*"

### Secondary Dissemination Logs

All CORI obtained from the DCJIS is confidential and can only be disseminated as authorized by law and regulation. A central secondary dissemination log will be used to record any dissemination of CORI outside this organization, including dissemination at the request of the subject.

### **Employee Health**

All new hires must complete an Employee Health Assessment before their date-of-hire. Upon receipt of the pre-employment letter from South Cove, the individual is responsible for providing South Cove's employee health provider on the day of their appointment with written documentation of the required immunizations detailed under the Categories of Employees by Occupational Exposure (COE). Upon completion of their COE, the provider forwards to Human Resources the Pre-Employment Health Assessment form indicating the new hire is "Fit to perform work required for position". Any initial infection control requirements, Employee Health will conduct all necessary follow-up and the individual's employment will be delayed.

### **Licensure Verification**

For positions that require licensure, certification or registration, it is the responsibility of the employee to maintain and provide documentation to his or her manager/supervisor of necessary licensure, certification and/or registration. Such documentation will be maintained in the employee's personnel file. Employees who fail to maintain the required licensure, certification and/or registration may be subject to disciplinary action, up to and including termination.

### **Credentialing and Privileging**

South Cove will credential and /or privilege any employee whose primary job responsibilities include direct patient care. South Cove employees requiring credentialing and privileging include all Licensed Independent Practitioners (LIPs) or Other Licensed or Certified Healthcare Practitioners (OLCPs) Through this process South Cove will verify, assess and validate the licensure, relevant education, experience, current competence and ability to perform requested privileges and duties.

### **Employment Classifications**

Employees are generally categorized as follows:

1. A regular full-time employee is an individual who is regularly scheduled to work, at least thirty-two to forty (32-40) hours per week. PTO, EI, Bereavement pay and Overtime hours do not count towards regularly scheduled hours. Regular full-time employees are eligible for most benefits described in the Employee Handbook subject to the terms, conditions, and limitations of each benefit program and applicable law.
2. A regular part-time employee is an individual who is regularly scheduled to work less than thirty-two (32) hours per week but no less than twenty-four (24) hours per week. PTO, EI, Bereavement pay and Overtime hours do not count towards regularly scheduled hours. Regular part-time employees are eligible for many of the benefits described in the Employee Handbook on a pro-rated basis subject to the terms, conditions, and limitations of each benefit program and applicable law.
3. A casual part-time employee regularly works fewer than twenty-four (24) hours per week or works on an irregular (or as needed) basis. Casual part-time employees are eligible for some benefits as described in the Employee Handbook and subject to the terms, conditions, and limitations of each benefit program and applicable law.
4. A temporary employee is a full-time or part-time employee who is hired to work for a limited period of time, usually no longer than six (6) months. Temporary employees are eligible for some benefits as described in the Employee Handbook and subject to the terms, conditions, and limitations of each benefit program and applicable law.

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

South Cove classifies each employee as exempt or non-exempt. South Cove will inform all employees upon hire or transfer whether they are considered an exempt or non-exempt employee. An employee's Exempt or Non-Exempt classification may be changed only upon written notification by South Cove management, subject to federal and state wage and hour laws.

Exempt employees are not subject to the overtime pay provisions of applicable wage and hour laws. Exempt employees receive a salary and are expected to spend whatever time is required to perform their jobs.

Non-exempt employees generally are paid on an hourly basis and, unless otherwise provided by applicable

law, overtime pay for all time worked over 40 in a workweek.

### **Introductory Period**

Upon initial hiring by South Cove or when an employee transfers to a new position at South Cove, the employee is required to complete a three (3) month Introductory Period. The Introductory Period is intended to provide employees with an opportunity to demonstrate their ability to achieve a satisfactory level of performance, and to determine whether the new position meets their expectations. South Cove uses this period to evaluate an employee's capabilities, work habits, and overall performance. At the expiration of the Introductory Period, South Cove will determine in its sole discretion whether: (1) the employee has successfully completed the Introductory Period; (2) an extension of the Introductory Period is appropriate to further assess the employee's qualifications and performance; or (3) the employee has not successfully completed the Introductory Period, in which case the manager/supervisor may determine whether discharge or transfer is appropriate.

Successful completion of the introductory period does not guarantee future employment or change the at-will nature of the employment relationships. Either party has the absolute right to terminate the employment relationship without notice or cause both during and after the introductory period.

### **Access to Personnel Files**

South Cove maintains a personnel file regarding each employee. Employees are entitled to review their personnel records at South Cove during South Cove's normal business hours upon written request to the Human Resources Manager, and to obtain a copy of the record within five (5) business days of a written request.

### **Conflict of Interest**

South Cove is committed to providing health care services with the utmost in integrity and high standards of behavior. To help South Cove maintain this commitment, South Cove asks that employees avoid outside activities or employment that might adversely affect their job performance. South Cove expects to conduct its operations with the highest standards of honesty, so that no conflict of interest exists or can be reasonably implied or construed to exist.

A conflict of interest is generally defined as any direct or indirect personal gain, on an employee's part or that of a member of an employee's immediate family, related to a patient, vendor, or organization that might reasonably affect an employee's judgment exercised or decisions made on behalf of South Cove. As with any form of improper conduct, a conflict of interest may result in disciplinary action, including termination of employment.

For the purposes of this policy, a member of an employee's immediate family is any person who is related to the employee by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

South Cove cannot easily define every possible conflict of interest; but in order to provide employees with direction, South Cove has established the following general guidelines to help employees avoid any conflict of interest. Employees with questions about conflict of interests should consult their manager/supervisor or the Human Resources Manager.

### **Guidelines to Avoid a Conflict of Interest**

Employees should not make or receive loans, contributions, extra payments, kickbacks or bribes to or from anyone for the purpose of obtaining orders or favored treatment.

Employees should not use South Cove facilities, equipment, records, personnel, or proprietary information to benefit, assist with, aid the operations of, or otherwise conduct business for any project not directly affiliated with or approved by the management of South Cove.

Employees should not provide editorial or casual endorsements of any other organization's products or

services for commercial purposes.

Employees should not endorse any competitive organizations, or services, either editorially or casually.

Employees should not become a part-time or full-time employee, consultant or otherwise provide services to any vendor or competitor of South Cove.

Before accepting any consulting or freelance work outside South Cove, employees should discuss the work with their manager/supervisor to make sure it does not conflict with South Cove's interests.

Employees should notify their manager/supervisor if they or a member of their immediate family owns more than a five percent (5%) interest in any organization that provides services which are in any way competitive with or related to South Cove's business.

### **Ethics and Conduct**

The successful operation and reputation of South Cove are built upon the principles of fair dealing and ethical conduct of its employees. South Cove wishes to uphold its reputation for integrity and excellence, which requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of South Cove is dependent upon our patients' trust, and South Cove is dedicated to preserving that trust. Employees owe a duty to South Cove and its patients to act in a manner which will merit the continued trust and confidence of the public.

South Cove will comply with all applicable laws and regulations, and expects its employees to conduct themselves in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide employees with respect to acceptable conduct. If a situation arises where it is difficult for an employee to determine the proper course of action, the employee should consult with his or her manager/supervisor or the Human Resources Manager.

Compliance with this policy is the responsibility of every South Cove employee. Disregarding or failing to comply with this policy will lead to disciplinary action, up to and including termination of employment.

### **Accepting Gifts**

In an effort to maintain ethical conduct and not to offend any patient/client the following guidelines have been established:

- Providers and/or support staff may accept gifts from patients/clients only during Chinese New Year.
  - Gifts of food may be accepted and shared with all members of the health center.
  - Red envelopes and other gifts may be accepted only during Chinese New Year

**Staff members are not to accept gifts from patients at any other time throughout the year.**

### **Outside Employment**

An employee may hold a job with another organization, provided that there is no conflict of interest and the employee satisfactorily performs his or her job responsibilities at South Cove. All employees will be judged by appropriate performance standards, and will be subject to South Cove's scheduling demands, regardless of whether they have more than one (1) job. South Cove expects that any other job will not interfere with an employee's ability to effectively perform the duties of the employee's position at South Cove.

If South Cove determines that an employee's outside employment interferes with his or her performance or presents a conflict of interest, the employee may be asked to terminate the outside employment or risk discharge from South Cove. Outside employment may present a conflict of interest if it has, or potentially has, an adverse impact on South Cove.

### **Confidential and Proprietary Information Policy**

The protection of confidential and proprietary information is vital to the interest and success of South Cove. Health care organizations by their very nature are privy to sensitive, confidential information, such as, but not limited to, patient information; client protocols; research and development and marketing strategies; scientific and technical data and formulae; patient lists; financial information; compensation and benefits data, etc. Confidential information also includes non-public information that South Cove may receive or has received from others with any understanding, express or implied, that it will not be disclosed. While employed at South Cove, employees may have access to Confidential Information of South Cove and others. Such information is and shall remain proprietary to, and the property of, South Cove. Employees must keep such information (including patient information and PHI) in confidence, except as necessary to perform the Employees' job duties.

Upon termination from South Cove, or at any time upon South Cove's request, employees will return to South Cove all documentation, correspondence, and all other Confidential Information in the employees' possession.

Employees who improperly possess, use or disclose confidential or proprietary information may be subject to disciplinary action, up to and including termination of employment and legal action.

### **Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

It is the responsibility of South Cove and its employees to maintain patient privacy, including protecting the confidentiality of protected health information ("PHI") and to safeguard the privacy of patient information. Employees have a responsibility to South Cove and its patients to protect and preserve all confidential information regardless of how it is obtained, stored, utilized, or disclosed.

### **GUIDELINES**

- Do not discuss patient information in public areas where persons can hear you.
- Keep the volume of your voice lowered when having conversations concerning patients in non-private areas.
- Place papers containing confidential information in a shredding bin or other secure container – NOT the trash can.
- PDA's, laptops and other computer devices should be secured when not in use.
- Do not leave messages concerning a patient's condition or test results on any answering machine without the patient's permission
- When releasing patient information by phone, verify caller's identity. Verify caller's authority to receive information, if the caller is not the patient.
- Access patient information only when needed to perform your job.
- Log off or lock your computer when you will be away from your work area.
- Claims and other medical record documents that contain personal health information must be placed face down on the counter or desk to ensure unauthorized people cannot read them.
- It is against policy to bypass or disable anti-virus software on office computers/servers.
- Medical records should not be taken off-site unless authorized/signed out.
- Where possible, close and lock doors that allow access to personal health information and/or computer resources.

Employees are required to report suspected violations to their supervisor. Please refer to South Cove's HIPAA Policies for additional rules and requirements regarding South Cove's obligation to keep patient information confidential and secure.

### **Performance Evaluations**

Generally, each employee will receive a performance evaluation approximately every twenty four (24) months on or near the anniversary date of the employee's hire or transfer to a new position. Employees may be evaluated more frequently in the sole discretion of the employees' manager/supervisor.. A copy of the performance evaluation is maintained in the employee's personnel file.

### **Personnel Data Changes**

It is important that personnel data maintained by South Cove be accurate and current at all times. Therefore, it is each employee's responsibility to promptly notify South Cove of any changes in personnel data, including an employee's mailing address, home telephone number, number and names of dependents, individuals to be contacted in the event of an emergency, and educational accomplishments. If any personnel data changes, please provide the Human Resources Manager with the changed information as soon as possible by completing a new South Cove's Employee Data Maintenance Form available on South Cove's internal website: [www.scchc.org/internal](http://www.scchc.org/internal).

### **References and Employment Information**

To the extent practicable and consistent with South Cove's operating needs, information about an employee, other than routine information (i.e., dates of employment, position and employment status (full or part-time)), is not released to individuals outside South Cove without an employee's prior written authorization. If an employee wants South Cove to provide information for a mortgage or other credit application, the employee should authorize South Cove in writing to release the information. Unless the employee provides such authorization, South Cove will only provide routine information in response to outside inquiries.

### **Public Relations Guidelines**

It is South Cove's policy that only South Cove's Executive Director or designee is authorized to speak with the media as a spokesperson for and on behalf of South Cove. Employees should direct all press inquiries to the Human Resources Manager. No employee, unless specifically designated to do so in advance by the Executive Director is authorized to make statements to the media for and on behalf of South Cove.

### **Business Travel Expenses**

Business travel must be conducted at a reasonable cost. All business travel must be approved in advance by an employee's manager/supervisor. South Cove generally will reimburse employees for reasonable business travel expenses (e.g., transportation, meals, lodging) incurred while on assignments away from the employee's normal work location. Employees are expected to be conservative in their spending, and exceptions to this policy must be justified and pre-authorized by a member of management. There is a fifty dollar (\$50.00) maximum expense allotment per day for meals, beverages, tax and gratuity.

When travel is completed, employees should submit completed travel expense reports for review within five (5) days. Travel expense reports should be accompanied by receipts.

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

Employees who are involved in an accident while traveling on business must promptly report the incident to their manager/supervisor. In the event their manager/supervisor is not available, employees should notify the Human Resources Manager.

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

### **Anti-harassment Policy**

South Cove prohibits harassment of any individual on the basis of race, color, disability, sex, gender, gender identity, sexual orientation, pregnancy, national origin, ancestry, genetic information, religion, age, military service, veteran status, or any other classification protected by applicable law. Accordingly, South Cove will not tolerate any unlawful harassment of employees by anyone, including supervisors, co-workers, vendors, or clients.

### **Sexual Harassment Policy**

It is South Cove's policy to prohibit harassment of any employee by a supervisor, employee, customer or visitor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality at South

Cove. It is to ensure that at South Cove all employees are free from harassment on the basis of sex or gender. While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances; requests for sexual favors; obscene gestures; displaying sexually graphic magazines, calendars, or posters; sending or disseminating sexually explicit e-mail, voice-mail, graphics, downloaded material or websites; and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually-related comments. Depending upon the circumstances, the conduct can also include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment. Sexual harassment is unlawful.

In Massachusetts, the legal definition for sexual harassment is as follows: "sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- a. submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- b. such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

### **Complaint Procedure**

Anyone who feels that he or she has been subjected to conduct which violates the Equal Employment Opportunity, Anti-Harassment, and/or Sexual Harassment policies should immediately report the matter to his or her supervisor. If the supervisor is unavailable or if you believe it would be inappropriate to contact that person, you should immediately contact the Human Resources Manager, Linda Chu, 145 South Street, Boston, MA 02111-2826, telephone number: (617) 521-6701 or any other supervisor with whom you feel comfortable.

Every report of perceived harassment will be fully investigated and disciplinary action will be taken where appropriate, up to and including discharge for any employee(s) who violates this policy. Such disciplinary action may include for example, verbal or written warning, demotion, suspension (with or without pay), and any other action deemed appropriate in the circumstances, up to and including termination of employment.

In addition, South Cove will not allow any form of retaliation against individuals who report unwelcome conduct to South Cove management or who cooperate in the investigation of such reports in accordance with this policy. Retaliation is unlawful. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including discharge.

While employees are encouraged to report claims internally, if an employee believes that he or she has been subjected to sexual harassment or any other harassment, he or she may file a formal complaint with either or both of the government agencies set forth below. Using South Cove's complaint process does not prohibit an employee from filing a complaint with these agencies.

1. The United States Equal Employment Opportunity Commission ("EEOC")  
JFK Federal Building, Room 475  
Boston, MA 02203  
(617) 565-3200

2. The Massachusetts Commission Against Discrimination ("MCAD")

Boston Office One Ashburton Place Sixth Floor Room 601 Boston, MA 02108 Phone: 617-994-6000 TTY: 617-994-6196	Springfield Office 436 Dwight Street Second Floor Room 220 Springfield, MA 01104 (413) 739-2145	<b>Worcester Office</b> Denholm Building 484 Main Street, Room 320 Worcester, MA 01608 (508) 799-8010 (508) 799-8490 - FAX	New Bedford Office 800 Purchase St. Room 501 New Bedford, MA 02740 (508) 990-2390 (508) 990-4260 - FAX
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## II. THE WORKPLACE

### Employee Conduct

To ensure orderly operations and provide the best possible work environment, South Cove expects employees to follow rules of conduct that will protect the interests and safety of employees, = patients, and South Cove. South Cove expects each of its employees to act with professionalism. Employees are expected to be a positive reflection of South Cove by being courteous to co-workers and patients, by using South Cove's resources and equipment for business purposes only, and by complying with South Cove's policies and practices and with federal, state and local laws. For all employees, professional conduct should be a matter of course.

While it is not possible to list all the forms of behavior that are considered unacceptable in the workplace, the following is a non-exhaustive list of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Violating South Cove's harassment, sexual harassment, and/or equal employment opportunity policies
- Theft or inappropriate removal or possession of South Cove property
- Any misrepresentation, falsification, or material omission in the employee's application, medical or employment history or any other document submitted to or maintained by South Cove
- Falsifying records, reports or information
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating South Cove-owned vehicles or equipment
- Violation of the Workplace Violence Policy
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Unauthorized use of t employer-owned equipment
- Unauthorized disclosure of proprietary or confidential information
- Unsatisfactory job performance or conduct
- Carrying a weapon on South Cove property or while engaged in South Cove business

South Cove will address with each case individually, and nothing in these examples and handbook should be construed as a promise of specific treatment in a given situation.

Any violation of South Cove's policies or any conduct considered inappropriate or unsatisfactory may, at South Cove's sole discretion, subject the employee to disciplinary action. South Cove retains complete discretion as to the type of disciplinary action taken in any given circumstance.

Employment with South Cove is at-will and both the employee and South Cove have the right to terminate employment at will, with or without cause, at any time.

### Relationships at Work

South Cove believes that employment of individuals who are relatives of, partners of, or persons who live in the same household with current South Cove employees can create a perception of favoritism, in a reporting or supervisory relationship is detrimental to the work environment and may constitute a conflict of interest. A relative for the purpose of this policy is anyone related by blood or marriage. A reporting or supervisory relationship includes, without limitation a work relationship in which one employee supervises or manages, directly or indirectly, another employee and/or makes decisions concerning another employee's terms, conditions or privileges of employment whether or not the subordinate employee is a direct subordinate.

Where such a relationship exists, South Cove reserves the right to make such employment decisions as are necessary to insure that the risks enumerated above attendant to the relationship will not occur. Such steps include, but are not limited to, transfer of one or both parties to the relationship, termination of one or both parties to the relationship, and/or adjusting lines of reporting or communication.

If a relationship is established after employment between employees who are in a reporting or supervisory situation described above, it is the responsibility and obligation of the employees involved in the relationship to disclose the existence of the relationship to their manager/supervisor and/or the Human Resources Manager.

South Cove may allow either or both of the employees to apply to transfer to an available position which will eliminate the reporting or supervisory relationship, and/or the conflict of interest. South Cove reserves the right to take any action it deems necessary regarding such relationships in its sole discretion.

### **Non-Fraternization Policy**

It is South Cove's policy to maintain a work environment free from personal, intimate, romantic, dating or other similar relationships between managers/supervisors and their subordinates. This restriction includes a work relationship in which one employee supervises or manages, directly or indirectly, another employee and/or makes decisions concerning another employee's terms, conditions or privileges of employment whether or not the subordinate employee is a direct subordinate. South Cove believes that such relationships have the potential to adversely affect morale, productivity and the operation of South Cove's business because of real or perceived favoritism, bias or unfair treatment.

It is South Cove's policy that any manager/ supervisor engaged in a relationship with a subordinate employee must report the relationship to his/her manager/supervisor and the Human Resources Manager. Such information will be treated by South Cove as confidentially as possible consistent with South Cove's business needs, however confidentiality cannot be guaranteed. Failure to report such relationships immediately will be grounds for discipline, up to and including termination.

Where such a relationship exists, South Cove reserves the right to make such employment decisions as are necessary to insure that the risks enumerated above attendant to the relationship will not occur. Such steps include, but are not limited to, transfer of one or both parties to the relationship, termination of one or both parties to the relationship, and/or adjusting lines of reporting or communication.

Violation of this policy may lead to disciplinary action, up to and including termination of employment.

### **Open Door Policy**

South Cove is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from South Cove managers/supervisors and management. South Cove recognizes that, as in any organization, problems may develop which require attention and understanding. Each employee is encouraged to report such disputes or conflicts to his or her manager/supervisor, the Human Resources Manager, or any other management employee with whom he or she feels comfortable.

All investigations of employee complaints will be investigated in a fair, prompt and expeditious manner.

Employees may not be retaliated against for utilizing the Open Door Policy.

### **Appearance and Dress Code**

It is expected that all employees will dress in a professional manner and maintain a neat and clean appearance at all times while on duty. Patients, visitors and vendors identify South Cove by the people who are its employees. Our patients, visitors and vendors often see us before they talk to us, and our appearance becomes a vital factor in creating a favorable impression. The purpose of this policy is to promote a professional image and public confidence in South Cove employees.

If an employee's manager/supervisor feels that an employee's personal appearance is inappropriate, the employee may be asked to leave the workplace until he or she is properly dressed or groomed.

All direct care providers will follow OSHA regulations requiring protective clothing in most cases open-toed shoes or sandals are not allowed in clinical areas.

### **General Principles**

- Employees are expected to present a clean and neat appearance and to dress in a manner consistent with portraying a professional image
- All clothing should be free of rips, holes, stains and excessive fraying

- All clothing should be properly laundered and pressed
- Beards and mustaches must be neatly trimmed

South Cove reserves the right to define proper dress code under this policy. The following, however, are examples of clothing which are not appropriate attire for the workplace, and therefore, are not acceptable:

- Bib overalls
- Mini-skirts
- Spaghetti-strap dresses
- Tops with bare shoulders unless worn under a blouse or jacket (i.e., halter tops)
- Slippers
- Military or military type attire (worn by non-military personnel)
- Athletic or gym wear (e.g., sweat pants, sport jersey, sweat shirt, tee shirts, tank tops and skin tight clothing such as spandex)
- Warm-up jogging suits
- Evening wear (e.g., low necklines, tight or sheer clothing)
- Clothing imprinted with large advertising slogans or logos
- Pool or beach sandals
- Shorts
- Leggings
- Blue jeans

Where required by applicable law, reasonable accommodation may also be made to a person with a disability or for sincerely held religious beliefs.

#### **Name Badges**

South Cove provides all employees with name badges which must be worn and visible at all times while employees are on South Cove premises or performing services on behalf of South Cove. If an employee loses or damages a name badge, he or she is required to contact the Human Resources Manager immediately to obtain a replacement name badge. Name badges are South Cove property, and employees are required to return their name badges upon termination of employment.

#### **Keys, Pagers, Cell Phones**

Employees may receive keys (locker/parking), pagers and/or cell phones as part of employment or performing services on behalf of South Cove. If an employee loses or damages keys, pagers and/or cell phones, he or she is required to contact the Site Coordinator immediately to obtain a replacement. All keys (locker/parking), pagers and cell phones are considered South Cove property, and employees are required to return their keys, pagers and/or cell phones upon termination of employment.

#### **Electronic Communications Usage**

Computers, computer files, the e-mail and voicemail system, the Internet system, and software furnished to employees constitute South Cove property.

Although South Cove respects employees' privacy, employees should not expect their privacy to extend to communications and information on South Cove's information systems or the use of South Cove-owned equipment or supplies. Employees should be aware of the following policy with respect to the use of South Cove's information systems, including e-mail, voicemail, Internet access, and computer network systems.

South Cove's information systems are South Cove property, and employees do not have a personal privacy right in any matter received, sent or maintained on such systems. South Cove has the right to access information and may conduct unannounced inspections of these information systems. Electronic mail and voicemail are electronic communication tools provided by South Cove solely to enable South Cove employees to send and receive business information rapidly and efficiently. All employees who use the information systems are required to comply with the following guidelines:

- E-mail, voicemail, Internet access and other South Cove-provided information systems should be used primarily for South Cove business only.
- Voicemail greetings and e-mail signatures should be business-like and reflect an appropriate business-like image. The listing of a personal website or e-mail address as part of a company e-mail is not permitted.
- E-mail or voicemail messages may be inadvertently intercepted by someone who was not meant to receive them. For that reason, employees should use good judgment when sending confidential information by e-mail or voicemail.
- South Cove's information systems may not be used for dissemination or storage of commercial or personal advertisements, solicitations, promotions, destructive programs, political material or other unauthorized use.
- South Cove internet facilities and computer resources must not be used in any way that might violate the laws and regulations of the United States, of any state, city or any other jurisdiction.
- Employees are prohibited from using South Cove's information systems for accessing, creating, downloading, storing, and/or transmitting fraudulent, harassing, sexually explicit, profane, obscene, discriminatory, intimidating, or offensive materials.
- Employees may not use e-mail to solicit others for commercial ventures, religious or political causes, or outside organizations.
- Employees are prohibited from stealing, using, or disclosing someone else's code or password and from accessing any e-mail or voicemail other than their own.

South Cove purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Employees may only use software on local area networks or on multiple machines according to the software license agreement. South Cove prohibits the illegal duplication of software and its related documentation.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if an employee did not create material, does not own the rights to it, or has not obtained authorization for its use, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.

Employees should notify their immediate manager/supervisor, the Human Resources Manager or any member of management upon learning of any violation of this policy. Employees who violate this policy may be subject to disciplinary action, up to and including termination of employment.

### **Telephone Usage and Monitoring**

It is important to keep South Cove telephone lines free for business calls. Accordingly, employees should keep personal phone calls to a minimum. Abuse of South Cove's telephones may be grounds for discipline, up to and including termination of employment.

To ensure effective telephone communications, employees should always speak in a courteous and professional manner. Employees should confirm any information provided by the caller, and hang up only after the caller has done so. If an employee is unable to help the caller, the employee should transfer the caller to someone who may be able to provide assistance.

### **Use of the Mail Systems**

Employees should not use South Cove's mailing address to receive personal mail. The use of South Cove-paid postage for personal correspondence is also prohibited. Personal use of South Cove's mail system may be grounds for disciplinary action, up to and including termination of employment.

### **Use of South Cove Equipment**

All South Cove equipment should be used correctly and kept in good repair. If a piece of equipment is not working properly, employees should not attempt to fix it. Instead, employees should notify their

manager/supervisor promptly. Misuse and other abuse of equipment is costly and may result in disciplinary action, up to and including termination of employment.

### **Drug-Free Workplace Policy**

South Cove intends to provide its employees with a safe and productive working environment. Drug activity while on South Cove premises threatens the entire South Cove environment and will not be tolerated. Employees of South Cove shall not unlawfully manufacture, distribute, dispense, possess, sell, purchase or use a controlled substance anywhere on the premises of South Cove, or at any worksite or location at which South Cove business is being performed by South Cove employees. Employees are further prohibited from reporting to work or performing any job-related activities, on or off South Cove premises (including parking lots), while under the influence of any unlawful controlled substance.

An unlawful controlled substance is any drug that cannot be obtained legally or, although available legally, has been obtained illegally. This policy does not prohibit use or possession of a controlled substance in accordance with a valid medical prescription issued to the employee by a licensed physician.

Employees who violate this policy may be subject to disciplinary action, up to and including termination of employment. South Cove may require employees who violate this policy to participate in drug or alcohol abuse treatment, counseling or an education program approved by South Cove as a condition of reinstatement or continued employment with South Cove. It is the employee's responsibility to seek, obtain and participate in the treatment program. Employees may obtain information about the health plans, which may offer treatment and counseling services, from the Human Resources Manager.

Consistent with the requirements of the Drug-Free Workplace Act of 1988, employees working on federal government contracts convicted of controlled substance-related violations in the workplace, including guilty pleas or pleas of *nolo contendere* (no contest) must notify South Cove of such conviction or plea within five (5) calendar days of such conviction or plea. If working on a project receiving federal funds, the employee will be removed immediately from all federally funded projects and reassigned, if a position is available, subject to review by the Executive Director and the Human Resources Manager. South Cove will comply with its statutory obligation to notify the granting agency of the conviction within ten (10) calendar days. Employees who violate any aspect of this policy may be subject to disciplinary action, up to and including termination. At its discretion, South Cove may require employees who violate this policy to successfully complete a drug abuse assistance or rehabilitation program as a condition of continued employment.

In keeping with the goals established by the Drug-Free Workplace Policy, drug tests may be conducted in any of the following situations where employees hold safety-sensitive positions:

#### Post-Accident Testing:

Any current employee who is involved in a serious incident or accident while on duty, whether on or off South Cove's premises, may be asked to submit to an alcohol and/or drug test.

#### Fitness-for-Duty/Reasonable Suspicion Testing

Employees may be asked to submit to a drug test if significant and observable changes in the employee's performance, appearance, behavior, speech, etc. provide reasonable suspicion of the employee being under the influence of drugs and/or alcohol.

Any employee who tests positive for drugs and/or alcohol while on duty, or who refuses to submit to drug testing, under the circumstances described above, may be subject to disciplinary action, up to and including termination of employment. Before any disciplinary action is taken with respect to employees with positive tests results, employees will be given the opportunity to explain such results. Employees should contact the Human Resources Manager with any questions regarding drug testing.

### **Use of Prescribed and Over-the-Counter Drugs**

Employee use of prescription drugs while at work is permitted, provided that the drug has been prescribed for the employee by a licensed physician and is used in accordance with the physician's instructions and in the prescribed dosage, and provided also that use of the drug does not impair the employee's ability to perform

his or her job duties and responsibilities safely and effectively.

Employees who use prescription and/or over-the-counter medications – that the employee or his or her health-care provider believes may impair the employee's ability to perform his or her job responsibilities safely – are responsible for notifying their immediate manager/supervisor or Human Resources Manager so that steps can be taken to minimize the safety risks posed by such use. Employees may be asked to obtain a doctor's certification that the employee can safely perform the responsibilities of his or her position. If an employee is unable to perform his or her job duties safely and effectively while taking a prescribed medication, the employee may be re-assigned, or, if no suitable position is available, may be placed on a leave of absence.

The purchase, sale or transfer of a prescription drug and/or over-the-counter drug by any employee to or from another employee or any other individual while on South Cove premises or while otherwise engaged in South Cove business is prohibited. Employees are prohibited from using, or reporting to work impaired by, or under the influence of, any prescription drug and/or over-the-counter drug which may affect the employee's safety or job performance. Any violation of this policy may result in disciplinary action, up to and including termination of employment.

### **Alcohol in the Workplace**

No employee shall report to work or perform work for South Cove under the influence of alcohol. Employees are also prohibited from consuming alcohol on South Cove premises (including parking lots) or while otherwise engaged in South Cove business. Use of alcohol in a South Cove vehicle or in a privately-owned vehicle while engaged in South Cove business is prohibited, as is the operation of any vehicle on South Cove business while under the influence of alcohol. In addition, the sale, purchase, transfer or possession of alcohol on South Cove premises (including parking lots), in South Cove's vehicles, or while otherwise engaged in South Cove business is prohibited. Any violation of this policy is grounds for disciplinary action, up to and including termination of employment.

South Cove encourages employees to seek professional treatment for drug and alcohol dependency. South Cove's employee health plans offer benefits for alcohol dependency treatment.

### **Serious Illnesses in the Workplace**

An employee who learns that he or she has a serious illness that can be transmitted in the workplace (i.e., hepatitis or German measles) is required to inform South Cove of this illness. Due to South Cove's responsibility to its employees, patients and visitors, South Cove must take all appropriate steps to prevent infection in the workplace.

South Cove believes in each employee's right to privacy in matters of his or her health. An employee who is seriously ill is not required to notify South Cove or his or her co-workers of the condition, as long as the illness is not transmittable in the workplace. Employees seeking accommodations for illnesses must contact the Human Resources Manager. Employees with questions or concerns about serious illnesses are encouraged to contact the Human Resources Manager or for information and referral to appropriate services and resources.

### **Non-Smoking Policy**

In keeping with South Cove's intent to provide a safe and healthy work environment, smoking is prohibited at all times on South Cove's premises. This policy applies to all employees, patients, visitors, and vendors.

### **Workplace Violence Prevention**

South Cove is committed to preventing violence in the workplace, and maintaining a safe, healthy and secure work environment. The safety and security of employees and patients are of vital importance. Acts or threats of physical violence, including intimidation, harassment and/or coercion, which involve or affect South Cove, or which occur on South Cove's premises, will not be tolerated. The prohibition against threats and acts of violence applies to all persons involved in the operation of South Cove and its facilities, including, but not limited to, South Cove's employees, independent contractors, patients, visitors, and anyone else on South Cove's premises. Violations of this policy may result in disciplinary action, up to and including termination of employment and/or legal action as appropriate.

Examples of workplace violence include, but are not limited to, the following:

- threats or acts of violence occurring on South Cove's premises, regardless of the relationship between South Cove and the parties involved in the incident
- threats or acts of violence occurring off South Cove's premises involving someone who is acting in the capacity of a representative of South Cove
- threats or acts of violence occurring off South Cove's premises involving an employee of South Cove as a victim, if South Cove determines that the incident may lead to an incident of violence on South Cove's premises
- threats or acts resulting in the conviction of an employee or agent of South Cove, or of an individual performing services for South Cove on a contract or temporary basis, under any criminal code provisions relating to violence or threats of violence, which adversely affect the business interests of South Cove

Use of a dangerous or deadly weapon, including but not limited to all firearms, in the workplace is prohibited. South Cove has the right to search any area on South Cove premises for weapons, including but not limited to furniture, drawers, brief cases, workplace personal bags, parking lots, and personal vehicles parked on South Cove's premises.

Specific examples of conduct which may be considered threats or acts of violence under this policy include, but are not limited to the following:

- threatening physical or aggressive contact toward another person
- threatening a person or his or her family, friends, associates or property with physical harm
- the intentional destruction of South Cove property or another's property
- harassing or threatening phone calls
- surveillance
- stalking
- veiled threats of physical harm or like intimidation

Any person who engages in a threat or violent action on South Cove premises may be removed from the premises and may be required, at South Cove's discretion, to remain off South Cove premises at least pending the outcome of an investigation into the incident.

If employees are subjected to violent behavior, are threatened with violence or know of threats or actual violence occurring in the workplace, the employee should report such conduct immediately to his/her manager/supervisor. South Cove will investigate such reports and make every effort to determine the safest way to handle the situation and to minimize the risk to all employees. These efforts may include but are not limited to some or all of the following: investigation, retraining, disciplinary action, other remedial action to reduce or eliminate future risk of workplace violence.

South Cove will work with any victim or perpetrator of workplace violence to assist them in identifying resources they can access for assistance in dealing with workplace violence. These resources include the employee's regular primary care physician and other treating providers. Additional resources can be found at

Massachusetts Office for Victim Assistance  
One Ashburton Place  
Suite 1101  
Boston, MA 02108  
1-617-727-5200  
[www.mass.gov/mova](http://www.mass.gov/mova)

Employees who engage in workplace violence or threaten to do so will be subject to disciplinary action up to and including termination of employment. South Cove will not tolerate any form of retaliation against an employee who makes a report regarding workplace violence or who participates in an investigation of a report of workplace violence. Any employee engaging in such retaliation will be subject to disciplinary action up to and including termination of employment.

### **Visitors in the Workplace**

In order to promote safety and security at South Cove, only authorized visitors are allowed in the workplace. This will help maintain safety standards, protect against theft, ensure security of equipment, protect confidential information, safeguard employee welfare, and avoid potential distractions and disturbances in the workplace.

All visitors should sign in at the reception area, given a visitors ID badge they must wear at all times while on South Cove premise. Authorized visitors will receive directions or be escorted to their destination. Visitors are not permitted to move about South Cove premises unattended. Employees are responsible for the conduct and safety of their visitors. If an unauthorized individual is observed on South Cove's premises, employees should immediately notify their manager/supervisor or the Human Resources Manager.

### **Solicitation and Distribution**

Solicitation by an employee of another employee is prohibited, while either the person doing the soliciting or the person being solicited is on working time.

"Soliciting" includes approaching anyone for any of the following purposes: offering anything for sale, asking for donations, collecting funds, canvassing or seeking to promote, encourage or discourage (i) participation in or support for any organization, activity or event or (ii) membership in any organization. Handing out or delivering membership cards or applications for any organization is considered soliciting.

Distribution of advertising material, handbills, or other literature by employees during working time or in working areas is prohibited.

Working time includes the time during which any of the employees involved are actually scheduled to work, and does not include scheduled rest periods, meal breaks and other specified times when employees are not expected to be working.

Employees also are prohibited from engaging in non-work related activities at any time in patient care areas. This includes solicitation and distribution.

Solicitation and/or distribution by third parties is prohibited at all times.

### **Bulletin Boards**

Employees may not post notices on any bulletin board on South Cove premises. Notices, posters and other materials may not be posted on walls, doors or other areas of South Cove offices.

### III. COMPENSATION AND HOURS OF WORK

#### **Attendance and Punctuality**

The work which is performed by employees is very important to South Cove. Therefore, South Cove must be able to depend on employees to report to work regularly and on time. Regular attendance is therefore essential for all employees. It is important that employees to report to work on time and to maintain a good attendance record. South Cove recognizes that certain circumstances may cause employees to be absent from work for all or part of a day, and, as described in this Handbook, South Cove provides comprehensive policies for both paid and unpaid time off. However, excessive unauthorized absences or a regular pattern of less frequent unauthorized absences may result in disciplinary action, up to and including termination of employment, unless otherwise provided by applicable law.

Employees are expected to work their full scheduled work day, unless otherwise authorized by their manager/supervisor. Employees may not use PTO, EI, Bereavement pay or other benefits as part of a regular working schedule. Employees must submit a written request for any schedule changes, subject to the approval of their manager/supervisor.

Employees must notify their manager/supervisor in writing as far in advance as possible whenever they are unable to report to work, know they will be late, or must leave early. The notice should include a reason for the absence and an indication of when the employee is expected to return to work. Notice must be given in any case prior to the employee's regular starting time. In case of an illness or other emergency that prevent an employee from continuing to work or complete their shift, the employee must notify his or her manager/supervisor as soon as possible and prior to relinquishing their duties. In the event the employee's manager/supervisor is unavailable, employees should contact the Human Resources Manager or Chief Operating Officer.

If a non-exempt employee is late reporting to work, the employee's manager/supervisor may, at his or her discretion, arrange for the employee to make-up the time lost. Any time lost must be made-up during the same payroll week.

Punctuality is also essential for all employees. Employees should be on time when reporting to work and/or returning from lunch and other authorized breaks. Unless otherwise provided by applicable law, tardiness and excessive absenteeism may result in disciplinary action, up to and including termination of employment. An employee who is absent from work without notifying South Cove will be regarded as having resigned without notice (i.e., job abandonment), effective as of the start of business on the third day of absence.

Violation of this policy may result in disciplinary action, up to and including the termination of employment, to the extent permitted by applicable law. In evaluating employee attendance and otherwise administering this policy, South Cove does not consider absences/tardiness protected by applicable federal, state, or local law as violations of policy.

#### **Hours of Work**

South Cove's standard business hours are 8:00 a.m. through 5:30 p.m. seven days a week with certain days or departments open longer and shorter. All employees may be required to work additional hours, or hours outside of standard business hours, in order to fulfill their job responsibilities or as South Cove's business needs may require. Non-exempt employees must obtain prior approval from their manager/supervisor in order to work additional hours in excess of that employee's standard work schedule.

#### **Overtime**

From time to time, operating requirements may require non-exempt employees to work overtime. All overtime work performed by non-exempt employees, including an early start or a late finish, must be authorized in advance by the employee's manager/supervisor. Non-exempt employees who work overtime without receiving prior authorization from their manager/supervisor may be subject to disciplinary action, up to and including termination of employment. Non-exempt employees are paid time and one-half their regular rate for all hours worked over forty (40) hours in any single work week or as required by applicable federal and state

law. Overtime pay is based on actual hours worked. Time taken for break, meal, vacation, holidays, sickness or other absence consistent with applicable federal and state law is not counted towards the initial forty hours of work needed to obtain overtime pay. For non-exempt employees, PTO used for an observed South Cove holiday will be counted as hours worked for purposes of computing overtime. Exempt employees do not receive overtime compensation.

### **On-Call**

Employees assigned to carry a beeper or cell phone for on-call duties during the weekdays after hours and on weekends are paid at an on-call hourly rate. Payment Rates and procedures vary depending on the job description and requirements. Please refer to the Human Resources Manager for more information.

### **Break Periods**

Employees will be allowed an unpaid 30 minute meal period for every six (6) hours of work. Employees shall be completely relieved from duty during their meal period. If a non-exempt employee is required by a supervisor/manager to perform work duties while on his or her meal period, the employee will be compensated for all time spent working.

Employees should be required to take their meal periods and, if they choose not to, should submit a signed waiver. An employee may request to waive the meal break. Such requests must be accompanied by the completed signed waiver form for each instance, and will be granted at the discretion of South Cove.

### **Time Keeping**

Accurately recording time worked is the responsibility of every employee, whether exempt or nonexempt. Federal and state laws require South Cove to keep an accurate record of time worked in order to calculate employee pay and benefits. Time recorded is all the time actually spent on the job performing assigned duties.

Employees are required to maintain an accurate record of all time worked through the web-based computer time sheet. Employees are responsible for submitting the time sheet to their department designee bi-weekly. All employees must account for any hours that are less than those normally worked (e.g., paid time off, holiday). Overtime work must always be approved in advance before it is performed.

Changing, falsifying, and tampering with time sheet or recording time on another employee's time sheet, may result in disciplinary action, up to and including termination of employment.

Employees should contact their manager/supervisor or the Human Resources Manager with any questions regarding time keeping requirements.

### **Paydays**

All employees are paid on a bi-weekly basis for the two (2) previous worked weeks. In the event that a regularly scheduled payday falls on a day off such as a weekend or holiday, employees will receive their pay on the day before the regularly scheduled payday.

Employees may have their paychecks directly deposited into their bank accounts. Employees will receive an itemized statement of wages when South Cove makes the direct deposit. Employees should contact the Payroll Clerk to arrange for direct deposit.

### **Administrative Pay Corrections**

South Cove takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on their scheduled payday. In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Human Resources Manager so that corrections may be made as quickly as possible. In the event of an over-payment of wages, South Cove will seek to recover the wage over-payment to the fullest extent permitted by law.

### **Payroll Deductions**

South Cove is required by law to make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. South Cove also must deduct Social Security taxes on

each employee's earnings up to a specified limit that is called the Social Security "wage base."

South Cove offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs.

South Cove will issue a statement of Deductions and Earnings (Form W-2) for the preceding calendar year each January. If an employee's employment with South Cove terminates prior to January, his or her W-2 form will be mailed to the last address on record at South Cove.

Employees should contact the Payroll Clerk with questions regarding payroll deductions.

#### Safe Harbor - Payroll Deductions for Exempt Employees

Exempt employees receive a salary that is intended to compensate for all hours worked for South Cove. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

Under federal and state law, your salary is subject to certain deductions. For example, absent contrary state law requirements, your salary can be reduced for the following reasons:

- Full day absences for personal reasons.
- Full day absences for sickness or disability.
- Full day disciplinary suspensions for infractions of our written policies and procedures.
- Family and Medical Leave absences (either full- or partial- day absences).
- To offset amounts received as payment for jury and witness fees or military pay.
- If, during your first or last week of employment, you work less than a full week.

Your salary may also be reduced for certain types of deductions, such as your portion of health, dental or life insurance premiums; state, federal or local taxes; Social Security; or, voluntary contributions to a 401(k) or pension plan.

Unless otherwise provided by applicable law, in any work week in which you performed any work, your salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability.
- Your absence on a day because your employer has decided to close a facility on a scheduled work day.
- Absences for jury duty, attendance as a witness in a legal proceeding, or military leave in any week in which you have performed any work.
- Any other deductions prohibited by state or federal law.

However, subject to applicable law, it is not an improper deduction to reduce an employee's accrued vacation, personal or other forms of paid time off banks for full- or partial-day absences for personal reasons, sickness or disability.

If you believe you have been subject to any improper deductions, you should immediately report the matter to your manager/supervisor. If you believe it would be inappropriate to contact that person (or if you have not received a prompt and fully acceptable reply), you should immediately contact Human Resources.

Every report of improper deductions will be fully investigated and corrective action will be taken where appropriate, up to and including termination of employment for any employee(s) who violates this policy. In addition, South Cove will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in South Cove's investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination of employment

#### **Emergency Closings**

At times, emergencies such as severe weather, fire, power failure, or earthquake, can disrupt South Cove operations. To find out if South Cove is open staff should call, that day after 5:00 am, the main number 617-482-7555 and a pre-recorded message will inform employee if the South Cove is open, closed, or if there is a delay in opening. In extreme cases, these circumstances may require the closing of work facilities. If South Cove is open for business, employees are expected to make every reasonable effort to arrive on time for work. Employees who are unable to report to work when South Cove is open for business must notify their manager/supervisor before the start of their shift.

**Early Release Days**

In the event that the Governor of Massachusetts declares a state of emergency during the work day, South Cove will release staff, but will maintain a skeleton crew to ensure coverage for walk-ins and scheduled patients whom South Cove has been unable to notify. Non-exempt employees that are released will be paid for the hours worked and remainder of their normally scheduled hours for that day. If the health center is closed for an entire day due to an emergency non-exempt employees will not be paid for the day unless they use available paid time off (PTO).

## IV. BENEFITS

### **Employee Benefits**

Eligible employees at South Cove are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, and unemployment insurance) cover all employees in the manner prescribed by law. Some benefit programs require contributions from employees, and others are fully paid by South Cove.

The following benefit programs are available to eligible South Cove employees:

- 403(b) Retirement Account (Self Contributed)
- Employer Profit Sharing Retirement Plan
- Health Insurance
- In-House Dental Benefits
- Term Life Insurance
- Long-Term Disability Insurance
- Short-Term Disability Insurance
- Dependent and Medical Care Reimbursement Account

Separate information which describe the various benefit plans are available from the Human Resources Manager. The actual provisions of each formal plan, policy or contract govern in determining eligibility for benefits, benefit levels and all other matters.

The benefits described in this section are those that South Cove currently offers and expects to offer in the future. However, South Cove reserves the right to amend, modify and terminate any of these benefits in its sole discretion subject to applicable laws.

### **403(b) Retirement Account**

South Cove offers a 403(b) Retirement Account to provide regular full-time and part-time employees with an opportunity to assist with future financial security for retirement. Eligible employees may participate in the 403(b) Plan subject to all terms and conditions of the Plan.

The 403(b) Plan allows employees to elect the salary amount or percentage of salary they want to contribute, and direct the investment of their Plan account, so that employees can tailor their own retirement package to meet their individual needs. Employees are always one hundred percent (100%) vested in the value of their contributions to the Plan. Employees should contact the Human Resources Manager for additional information regarding the 403(b) Plan.

### **Employer Profit Sharing Retirement Plan**

South Cove offers an Employer Profit Sharing Retirement Plan to eligible employees. Most employees that are at least 21 years old and with 1,000 service hours or more during the plan year are eligible. South Cove may at its sole discretion contribute to the Employer Profit Sharing Retirement Plan, depending on South Cove's revenue in any given year. Differential, overtime, on call, and bonus pay does not count towards contribution calculations. Employees should contact the Human Resources Manager for further details.

### **Health Insurance**

South Cove offers health insurance coverage (which may include vision care insurance benefits) to eligible employees and their dependents. Only regular full-time and part-time employees are eligible to participate in the health insurance plan. Employees are eligible for health insurance coverage after completing thirty (30) days of employment. South Cove contributes to the premium cost for individual or family coverage under the health insurance plan. Employees are responsible for the remaining cost of health insurance coverage. Employees should contact the Human Resources Manager for further details.

### **In-House Dental Services**

South Cove provides in-house dental services to eligible employees. Only regular full-time and part-time employees who have successfully completed their Introductory Period are eligible to receive this benefit.

Regular full-time and part-time employees and their dependents may receive the following dental services: two (2) in-house dental exams and Prophylaxis per year free of charge, in-house dental labs at cost and other in-house dental care at a discount. Employees should contact the Human Resources Manager for further details.

### **Continuation of Coverage under Group Health and Dental Plans (COBRA)**

Continued coverage under South Cove's group health plan may be available to employees under applicable Massachusetts and federal laws following separation from employment from South Cove and in certain other circumstances. Continuation of coverage may also be available to an employee's spouse and eligible dependents at the time of separation from employment and in certain other circumstances. The cost of coverage would be paid entirely by the employee, and may be subject to a two percent (2%) administrative fee. Employees should contact the Human Resources Coordinator for additional information regarding COBRA.

### **Term Life Insurance**

South Cove provides a basic life insurance plan for eligible employees. Only regular full-time employees are eligible for life insurance. South Cove pays the entire premium for this coverage. Benefits are payable to an employee's designated beneficiary in the event of an employee's death. Although enrollment is automatic for eligible employees, employees need to complete a beneficiary designation card, indicating the person to whom the employee wishes benefits to be paid in the event of the employee's death. This is Term Life Insurance. Employees should contact the Human Resources Manager for further details.

### **Short-Term Disability Insurance**

The Short-Term Disability ("STD") Plan is designed to continue all or part of an employee's pay when a disability due to illness or accident keeps an employee from working. Only regular full-time employees are eligible for South Cove's Short Term Disability (STD) Plan. Eligibility and duration of disability benefits will be determined by the South Cove's insurance carrier. Short-term disability leave runs concurrently with FMLA (if an employee is eligible for leave under the FMLA). Benefits under the STD plan are monetary only and do not constitute substantive leave rights. STD plan benefits are inclusive of any statutory benefits (if any). For further details regarding the STD plan, please contact the Human Resources Manager.

### **Long-Term Disability Insurance**

The Long-Term Disability ("LTD") Plan is designed to continue part of an employee's pay when STD benefits have ended and a disability due to illness or accident continues to prevent an employee from working. Only regular full-time employees are eligible for South Cove's Long Term Disability (LTD) Plan. Eligibility and duration of disability benefits will be determined by the South Cove's insurance carrier. Long-term disability leave runs concurrently with FMLA (if an employee is eligible for leave under the FMLA). Benefits under the LTD plan are monetary only and do not constitute substantive leave rights. LTD plan benefits are inclusive of any statutory benefits (if any). For further details regarding the LTD plan, please contact Human Resources.

### **Statutory Insurance**

#### **Workers' Compensation Insurance**

As required by law, South Cove is covered by Worker's Compensation Insurance for the protection of any employee who may be injured on the job for associated medical costs and to supplement his/her income with a percentage of his/her regular earnings.

An employee's first responsibility is to make sure that the work area is a safe place to be. Prevention is the key. If an employee is concerned that a work area is not safe the employee should notify their manager/supervisor immediately. An employee's failure to do so may result in the delay or denial of workers' compensation benefits, subject to applicable law.

South Cove has designated its Adult Medicine Department as the medical provider for work-related injuries; however, employees are free to choose their own physician for treatment.

### **Social Security**

During employment with South Cove, employees contribute a specified percentage of their earnings and

South Cove pays a substantially equal amount for the benefits provided under the Social Security program. In addition to retirement benefits, the program also provides benefits for eligible employees and their dependents in the event of disability.

**Unemployment Compensation**

South Cove pays the full cost of unemployment insurance in accordance with applicable federal and Massachusetts requirements.

## V. TIME OFF

### Paid Time Off (PTO)

Paid Time Off (PTO) is an all-purpose time off policy which provides eligible employees with an accrual based annual bank of time from which they may draw paid time off to cover personal needs such as short-term illness (sick day), personal business, vacation, or Holidays. All employees are eligible to earn and use PTO as described in this policy. Employees should also refer to the Massachusetts Earned Sick Time policy found in this Employee Handbook. Time available under that policy also draws down on PTO pursuant to this policy. However, if an employee utilizes all accrued PTO, he/she will not be eligible for additional sick time unless and until he/she accrues additional PTO.

All Regular Part-time (more than 24 hours/week) and Full-time employees are eligible for PTO under this policy and fall under one of three (3) PTO earning categories based on years of service. Employees that work less than 24 hours/week and all other employees fall under one (1) PTO earning category.

Employees will accrue PTO on a pro-rated basis, determined by the numbers of hours worked. An employee may only earn PTO up to the maximum allowed PTO hours per annum based upon their length of employment. After an employee reaches their maximum earned PTO hours for the year, PTO hours will stop accruing until the beginning of the next calculation year.

<b>Employees with Standard Hours Less than 24 Hours and Casual and Temporary Employees</b>		
<b>Years of Completed Service</b>	<b>Calculation</b>	<b>Calculation Formula</b>
All years	1 hour of PTO for every thirty (30) hours worked	Worked Hours x 0.033 or 1 hour for every 30 hours

<b>Employees with Standard Hours of 24 Hours/week or more</b>				
<b>Years of Completed Service</b>	<b>Personal PTO Days/ year based on 40 hours/week. Less than 40 will be prorated)</b>	<b>Calculation Formula Based on average working hours = (2080 hours/year - PTO hours/year)</b>	<b>Example: For 80 Regular Hours worked in a two-week Payroll Period</b>	<b>Maximum PTO Hours that can be earned in one year  (PTO will stop accruing when maximum is reached)</b>
less than 3 years	18	Worked Hours x 0.0744	You would earn: 5.952 PTO Hours	144
3 years or more – less than seven years	23	Worked Hours x 0.0971	You would earn: 7.77 PTO Hours	184
7 years or more	28	Worked Hours x 0.1207	You would earn: 9.66 PTO Hours	224

An employee may not earn PTO for any PTO or other non-working hours/earnings. An employee may earn

PTO for any Overtime hours worked. Regular Full-time and Part-time employees begin to accrue PTO at the start of employment and may use it upon accrual per guidelines hereof.

PTO may not be used to supplement an employee's regular work schedule. For example, an employee hired to work 24 hours/week must regularly work 24 hours/week without the use of any PTO, EI, or other benefit pay. An employee hired to work 32 hours/week must regularly work 32 hours/week without the use of any PTO, EI, or other benefit pay. An employee hired to work 40 hours/week must regularly work 40 hours/week without the use of any PTO or other benefit pay.

PTO must be scheduled well in advance and by agreement between the employee and his or her manager/supervisor unless the case of an unexpected need. PTO requests should be submitted by the employee using their online timesheet portal. Upon submission of a PTO request by the employee, a notification will be sent to the manager/supervisor who will review the request, allow or deny the request, upon which a notification will be sent back to the employee. PTO requests are granted at South Cove's sole discretion.

PTO is paid at the employee's base pay rate at the time of the absence. It does not include overtime or any special forms of compensation such as incentives, or bonuses. PTO will not count as time worked for purposes of computing overtime pay unless it is being used for the purposes of an observed South Cove Holiday.

Employees must use PTO in minimum increments of one (1) hour. An employee who has an unexpected need to be absent from work should notify his or her manager/supervisor before the scheduled start of the workday, if possible, otherwise as soon as possible. The manager/supervisor must also be contacted on each additional day of unexpected absence. **Failure of an employee to notify his or her manager/supervisor of an unscheduled absence may result in disciplinary action, up to and including termination of employment to the extent permitted by law.**

All employees may carry over a maximum of Two Hundred and Forty (240) PTO hours each fiscal year as calculated in the first paid payroll in June. Employees who have more than the allowed carryover accumulated in their PTO bank as of the first paid payroll in June will be paid out for any PTO over the maximum carryover in the last payroll in June.

#### Holidays

Eight (8) holidays are observed by South Cove each year. These holidays are:

- New Year's Day
- Lunar New Year or Chinese or Vietnamese New Year (choose one)
- Patriot's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Employees may use available PTO for Holidays that fall on their normally scheduled day of work. Employees that do not have any available PTO will not be paid for the Holiday. Employees who are on a leave of absence are not eligible to receive PTO pay for holidays falling during their leave. Paid PTO hours for Holidays will count as time worked for purposes of computing overtime pay (must be coded properly on electronic timesheet). Certain employees may be subject to a different Holiday/PTO schedule as determined by South Cove.

#### **Continuing Medical Education (CME)**

Continuing Medical Education (CME) is an additional time policy which provides eligible employees with time to complete required Continuing Medical Education to maintain licenses and certifications. Eligible employees are allowed CME hours on a pro-rated basis determined by position and the number of hours worked. Employees may be required to provide documentation for use of CME time. South Cove will not pay

employees for any unused CME time upon separation from employment. Employees should contact the Human Resource Manager for further details.

### **Massachusetts Earned Sick Time Policy**

(Refer to Paid Time Off (PTO) policy for more information)

#### Eligibility

South Cove provides earned sick time to all employees whose primary place of work is in Massachusetts, regardless of whether they are full-time or part-time. For employees whose primary place of work is in Massachusetts and who are eligible for paid time off under the general Paid Time Off policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the Paid Time Off policy, and/or any other applicable sick time/leave law or ordinance.

#### Accrual

Employees begin accruing earned sick time at the start of employment. Eligible employees will accrue one (1) hour of earned sick time for every thirty (30) hours worked, up to a maximum accrual of forty (40) hours each calendar year. Exempt employees are assumed to work forty (40) hours in each workweek unless their normal workweek is less than forty (40) hours, in which case sick time accrues based upon that normal workweek. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1<sup>st</sup> and ending on December 31<sup>st</sup>.

#### Usage

Employees may begin using accrued earned sick time on the 90<sup>th</sup> day of employment. The smallest amount of earned sick time an employee can use is one (1) hour. For uses beyond one hour, employees may use earned sick time in hourly increments or in the smallest increment South Cove's payroll system uses to account for absences or use of other time (15 minutes).

Employees may use earned sick time for the following reasons:

- 1) to care for the employee's child (which includes a biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis), spouse (as defined by the marriage laws of the commonwealth, which includes a partner in a same-sex marriage), parent, or parent of a spouse, who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;
- 2) to care for the employee's own physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;
- 3) to attend the employee's routine medical appointment or a routine medical appointment for the employee's child, spouse, parent, or parent of a spouse;
- 4) for travel to and from an appointment, a pharmacy, or other location related to the purpose for which earned sick time was taken; or
- 5) to address the psychological, physical or legal effects of domestic violence.

Unless the employee advises South Cove otherwise, we will assume, subject to applicable law, that employees want to use available earned sick time for absences for reasons set forth above and employees will be paid for such absences to the extent they have earned sick time available.

Earned sick time may not be used as an excuse to be late for work if the lateness is not related to one of the reasons described above. Additionally, employees may not accept a specific shift assignment with the intention of calling out sick for all or part of the shift.

Use of earned sick time may run concurrently with time off provided under the FMLA, the Massachusetts Parental Leave Act, the Massachusetts Domestic Violence Leave Act, the Massachusetts Small Necessities Leave Act, or time off pursuant to any other applicable law, if applicable, and to the extent permitted by

applicable law.

#### Notice and Documentation

Employees must comply with South Cove's attendance policy when providing notice. Employees must make a good faith effort to provide notice of this need to use earned sick time if the need is foreseeable.

Specifically, if an employee's need for the use of earned sick time is due to a pre-scheduled or foreseeable absence, seven (7) days advance notice to an employee's manager is required. If an employee anticipates a multi-day absence from work, employees must provide notification of the expected duration of the leave, or, if unknown, must provide notification on a daily basis, unless the circumstances make such notice unreasonable. If an employee's need for the use of earned sick time is unforeseeable, notice must be provided as soon as is practicable under the circumstances.

When providing notice or reporting an absence for a covered purpose, employees are not required to explicitly reference earned sick time, but South Cove may, in accordance with applicable laws regarding privacy and confidentiality of medical information, review with employees the covered purposes for which earned sick time may be used.

For any earned sick time used, employees must verify in writing that they have used the time for a covered reason, but will not be required to explain the nature of the illness or the details of the domestic violence.

South Cove will also require supporting documentation if an employee's use of earned sick time:

- 1) covers more than twenty-four (24) consecutively scheduled work hours or three (3) consecutive scheduled work days;
- 2) occurs within two (2) weeks prior to an employee's final scheduled day of work before termination of employment, except in the case of temporary employees;
- 3) occurs after three (3) unforeseeable and undocumented absences within a three (3) month period *for employees aged 17 and under*, or
- 4) occurs after four (4) unforeseeable and undocumented absences within a three (3) month period *for all other employees*.

Documentation signed by a health care provider indicating the need for earned sick time taken constitutes acceptable certification for sick time taken for reasons 1 through 4 set forth in the Usage section above, except employees who do not have health care covered through a private insurer, the MA Healthcare Connector and related insurers may provide a signed, written statement evidencing the need for the use of the earned sick time, without being required to explain the nature of the illness, in lieu of documentation by a health care provider. Acceptable documentation for earned sick time taken for reason 5 can include: (1) a restraining order or other documentation of equitable relief issued by a court of competent jurisdiction; (2) a police record documenting the abuse; (3) documentation that the perpetrator of the abuse has been convicted of one or more offenses where the victim was a family or household member; (4) medical documentation of the abuse; (5) a statement provided by a counselor, social worker, health worker, member of the clergy, shelter worker, legal advocate or other professional who has assisted the individual in addressing the effects of the abuse on the individual or the individual's family; or (6) a sworn statement from the individual attesting to the abuse. South Cove will not require that the documentation explain the nature of the illness or the details of the domestic violence. Documentation can be submitted in person or by another reasonable method, including email.

South Cove may also seek verification of authorized use of earned sick time from a parent or guardian if they have reasonable suspicion that an employee, aged 17 or under, is misusing earned sick time, unless verification would create a health and safety risk or hardship to the employee.

Documentation must be provided within seven (7) days of an employee taking earned sick time, unless, for good cause shown or as otherwise permitted by South Cove, an employee requires more time to provide such documentation. Failure to comply with South Cove's reasonable documentation requirements, without a reasonable justification, may result in South Cove recouping the amount paid for earned sick time from future

pay, as an overpayment, or otherwise taking appropriate action, to the extent permitted by applicable law.

South Cove may require employees to provide a fitness-for-duty certification, a work release, or other documentation from a medical provider before returning to work after an absence during which earned sick time was used.

#### Payment

Earned sick time will be paid at the same hourly rate as the employee earns from his or her employment at the time the employee uses such time. Use of sick time is not considered hours worked for purposes of calculating overtime.

#### Carryover & Payout

Up to forty (40) hours of accrued, unused earned sick time under this policy can be carried over to the following calendar year, but employees are subject to an accrual cap of forty (40) hours. Once the accrual cap is reached, earned sick time will stop accruing until some earned sick time is used, at which point accrual will resume, subject to the maximum annual accrual of forty (40) hours and the accrual cap of forty (40) hours. Accrued but unused earned sick time under this policy will not be paid at separation.

#### Enforcement & Retaliation

Employees may be subject to disciplinary action for misuse of earned sick time if they are engaging in fraud or abuse of benefits available under this policy.

South Cove will not tolerate retaliation against an employee who opposes practices that he or she believes to be in violation of earned sick time law or because the employee supports the exercise of rights of another employee under the earned sick time law.

Employees with questions regarding this policy should contact the Human Resources Manager.

#### **Family and Medical Act Leave**

Employees may be entitled to a leave of absence under the Family Medical Leave Act ("FMLA"). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. Employees with questions regarding FMLA leave should contact the Human Resources Manager. FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any state or local law which provides greater family or medical leave rights. FMLA leave runs concurrently with other applicable leaves of absence and pay received during them, unless otherwise provided by applicable law.

#### Employees Eligible for FMLA Leave

FMLA leave is available to "eligible employees". To be an "eligible employee", an employee must: (1) have been employed by South Cove for at least 12 months (which need not be consecutive); (2) have been employed by the South Cove for at least 1250 hours of service during the 12 month period immediately preceding the commencement of the leave; and (3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

#### Basic FMLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a rolling 12 month period. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a **serious health condition**;

- For the employee's own **serious health condition** (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
- Because of any **qualifying exigency** arising out of the fact that an employee's spouse, son, daughter or parent is a military member on covered active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of a contingency operation or Regular Armed Forces for deployment to a foreign country.

A **serious health condition** is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

**Qualifying exigencies** may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

*Additional Military Family Leave Entitlement (Injured Service member Leave)*

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered service member** is entitled to take up 26 weeks of leave during a single 12-month period to care for the service member with a serious injury or illness. Leave to care for a service member shall only be available during a single-12 month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured service member.

A "**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 on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." Covered service member also includes a veteran who is discharged or released from military service under condition other than dishonorable at any time during the five (5) year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

"Serious injury or illness" means:

1. In the case of a **current member of the Armed Forces**, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the covered service member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating; and
2. In that case of a **covered veteran**, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:
3. a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran

was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; or

4. a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
5. a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
6. an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

#### Intermittent Leave and Reduced Leave Schedules

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered service member. Qualifying exigency leave also may be taken on an intermittent basis.

#### Protection of Group Health Insurance Benefits

During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

#### Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause South Cove substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. South Cove will notify employees if they qualify as "key employees", if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

#### Notice of Eligibility for, and Designation of, FMLA Leave

Employees requesting FMLA leave are entitled to receive written notice from South Cove telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) South Cove's designation of leave as FMLA-qualifying or non-qualifying, if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

South Cove may retroactively designate leave as FMLA leave with appropriate written notice to employees provided South Cove's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, South Cove and employee can mutually agree that leave be retroactively designated as FMLA leave.

#### Employee FMLA Leave Obligations

##### Provide Notice of the Need for Leave

Employees who take FMLA leave must timely notify South Cove of their need for FMLA leave. The following describes the content and timing of such employee notices.

##### Content of Employee Notice

To trigger FMLA leave protections, employees must inform South Cove's Human Resources Manager of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow South Cove to determine that the leave is FMLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job;

- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status to a foreign country; or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered service member with a serious injury or illness.

Calling in “sick,” without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to South Cove’s questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which South Cove has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

Timing of Employee Notice

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days’ notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide South Cove notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days’ notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

Cooperate in the Scheduling of Planned Medical Treatment

(Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules  
When planning medical treatment, employees must consult with South Cove and make a reasonable effort to schedule treatment so as not to unduly disrupt South Cove’s operations, subject to the approval of an employee’s health care provider. Employees must consult with South Cove prior to the scheduling of treatment to work out a treatment schedule which best suits the needs of both South Cove and the employees, subject to the approval of an employee’s health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, South Cove may require employees to attempt to make such arrangements, subject to the approval of the employee’s health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered service member, South Cove may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise South Cove of the reason why such leave is medically necessary. In such instances, South Cove and employee shall attempt to work out a leave schedule that meets the employee’s needs without unduly disrupting South Cove’s operations, subject to the approval of the employee’s health care provider.

Submit Medical Certifications Supporting Need for FMLA Leave

(Unrelated to Requests for Military Family Leave)

Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an **initial certification**, a **recertification**, and a **return to work/fitness for duty certification**.

It is the employee’s responsibility to provide South Cove with timely, complete and sufficient medical certifications. Whenever South Cove requests employees to provide FMLA medical certifications, employees

must provide the requested certifications within 15 calendar days after South Cove's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. South Cove will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. South Cove will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, South Cove (through individuals other than an employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide South Cove with authorization allowing it to clarify or authenticate certifications with health care providers, South Cove may deny FMLA leave if certifications are unclear.

Whenever South Cove deems it appropriate to do so in its sole discretion, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

#### Initial Medical Certification

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered service member, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If South Cove has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at South Cove's expense. If the opinions of the initial and second health care providers differ, South Cove may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by South Cove and the employee.

#### Medical Recertification

Depending on the circumstances and duration of FMLA leave, South Cove may require employees to provide recertification of medical conditions giving rise to the need for leave. South Cove will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

#### Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide South Cove medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. South Cove may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

#### Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, South Cove may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to active duty status and the dates of the military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered service member with a serious injury or illness, South Cove may require employees to obtain certifications completed by an authorized health care provider of the covered service member. In addition, and in accordance with the FMLA regulations, South Cove may request that the

certification submitted by employees set forth additional information provided by the employee and/or the covered service member confirming entitlement to such leave.

#### Substitute Paid Leave for Unpaid FMLA Leave

Unless otherwise provided by applicable law, employees must use any accrued paid time while taking unpaid FMLA leave. Employees generally must use any accrued paid time (such as PTO or EI) while taking unpaid FMLA leave, however, if you request leave because of a birth or adoption of a child, any accrued paid time under South Cove's other applicable policies (e.g., PTO or EI) normally only will be substituted for unpaid family/medical leave, subject to applicable law. For example, employees taking parental leave may elect not to use accrued PTO for the first eight (8) weeks of parental leave by notifying the Human Resources Manager in writing at the start of parental leave. The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leaves and the paid time will run concurrently with an employee's FMLA entitlement. Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement.

#### Pay Employee's Share of Health Insurance Premiums

As noted above, during FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless South Cove notifies employees of other arrangements, whenever employees are receiving pay from South Cove during FMLA leave, South Cove will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working. If FMLA leave is unpaid, employees must pay their portion of the group health premium. The Human Resource Manager will send the employee an invoice for the amount due.

South Cove's obligation to maintain health care coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, South Cove will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control) they will be required to reimburse South Cove for the cost of the premiums South Cove paid for maintaining coverage during their unpaid FMLA leave.

#### Report Concerning Intent to Return to Work

If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide South Cove with reasonable notice (i.e., within 2 business days) of the employee's changed circumstances and new return to work date. If employees give South Cove unequivocal notice of their intent not to return to work, South Cove's obligation to maintain health benefits (subject to COBRA requirements) and to restore their positions cease.

#### Coordination of FMLA Leave with Other Leave Policies

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law which provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult South Cove's other leave policies in this Employee Handbook or contact Human Resources.

#### Questions and/or Complaints about FMLA Leave

If you have questions regarding this FMLA policy, please contact Human Resources. South Cove is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain, or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact the Human Resources Department immediately. South Cove will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or

remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

### **Small Necessities Leave**

Pursuant to the Small Necessities Leave Act ("SNLA"), eligible employees may take up to twenty-four (24) work hours of unpaid leave during a 12-month period for the purpose of tending to certain family matters which include:

- 1) Participating in school activities directly related to the educational advancement of an employee's son or daughter, for instance, a parent-teacher conference or an interview at a new school;
- 2) Accompanying an employee's son or daughter to a routine medical or dental appointment; for instance, a check-up or vaccination; or
- 3) Accompanying an elderly relative to a routine medical or dental appointment or one related to the elder's care, for instance, to an interview at a nursing or group home.

This time does not have to be taken consecutively.

### *Employees who are "Eligible" for Leave.*

Employees are "eligible" to take SNLA leave only if they:

- 1) Have worked for South Cove for at least twelve (12) months prior to the commencement of leave; and
- 2) Have worked 1,250 hours during the twelve (12) months prior to the commencement of leave.

### Meaning of "12-Month Period"

The 12-month period during which an eligible employee can take a leave under this policy is a rolling period. This period is measured backward from the date an employee uses SNLA leave. An eligible employee's leave entitlement consists of up to twenty-four (24) hours of SNLA leave during this rolling 12-month period.

### Intermittent SNLA Leave.

An eligible employee may take SNLA leave intermittently and need not use the entire twenty-four (24) hour leave at once. However, the leave taken cannot exceed twenty-four (24) hours during the twelve 12-month period. An eligible employee must take the leave in minimum increments of no less than one (1) hour.

The twenty-four (24) hours of unpaid leave are in addition to leave permitted by the FMLA and the Massachusetts Parental Leave Act. Whenever the need for leave is foreseeable, employees must provide South Cove with at least seven (7) days' notice prior to taking the leave. In all other instances, employees are requested to provide as much notice as possible. South Cove may request written certification confirming the necessity for the leave.

If an employee is entitled to any paid leave under South Cove's paid time off policies, that leave must be used before any unpaid leave under this policy will be granted.

### **Parental Leave**

An employee who has completed three (3) consecutive months of full-time employment may be entitled to eight (8) weeks of parental leave for the purpose of giving birth or for the placement of a child under the age of eighteen (18), or under the age of twenty-three (23) if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt the child or for the placement of a child with an employee pursuant to a court order. An employee who either has multiple births or adopts more than one child at the same time is entitled to eight (8) weeks of leave for each child. If two South Cove employees seek to take parental leave in connection with the same child, then they are entitled to a total of eight (8) weeks of parental leave in the aggregate for the birth or adoption of that child.

In order to be eligible for this leave, an employee must give notice of the anticipated date of departure and intention to return to work to the Human Resource Manager at least two (2) weeks in advance, or as soon as practicable if the delay is for reasons beyond the employee's control. Parental leave will be without pay, except that if an employee has accrued unused paid time off, an employee may choose to use such time

concurrently with all or part of the leave. Thus, if an employee is eligible for both FMLA leave and parental leave under this policy, the employee may (but is not required to) use accrued paid time off for the period of leave covered by this policy.

At the conclusion of a parental leave, the employee will be reinstated to his or her previous position or a similar position with the same rate of pay he or she received at the commencement of the leave. South Cove, however, may not reinstate an employee on parental leave to the previous position or a similar position if other employees of equal seniority or status in the same or similar position(s) have been laid off due to economic conditions or have been otherwise affected by changes in employment conditions during the period of leave. While parental leave may be extended, unless otherwise provided by applicable law, reinstatement may not be guaranteed at the conclusion of a parental leave that was more than eight (8) weeks in duration.

A parental leave will not affect an employee's ability to receive paid time off, bonuses, advancement, seniority or other benefits for which the employee was eligible on the date leave began, however, the leave period will not be included in the computation of such benefits. Parental leave runs concurrently with leave provided under any other applicable policy in the Handbook including, without limitation, leave under the FMLA policy, if applicable. Parental leave also runs concurrently with any time period qualifying an employee for receipt of monetary benefits, including benefits received under any short-term disability policy. The receipt of such monetary benefits or use of paid time off during any period of parental leave does not extend the length of the leave.

#### **Domestic Abuse Leave**

Employees are entitled to up to fifteen (15) days of unpaid leave from work in any 12-month period if, as defined by applicable law, the employee, or a family member of the employee, is a victim of abusive behavior and the employee is not the perpetrator of the abusive behavior against such employee's family member. Domestic abuse leave may be taken to:

- 1) Seek or obtain medical attention, counseling, victim services or legal assistance;
- 2) Secure housing;
- 3) Obtain a protective order from a court;
- 4) Appear in court or before a grand jury;
- 5) Meet with a district attorney or other law enforcement official;
- 6) Attend child custody proceedings; or
- 7) Address other issues directly related to the abusive behavior against the employee or family member of the employee.

Except in cases of imminent danger to the health or safety, an employee seeking leave from work under this policy must provide appropriate advance notice of the leave to South Cove. If there is a threat of imminent danger to the health or safety of the employee or the employee's family member, the employee is not be required to provide advanced notice of leave; provided, however, that the employee must notify South Cove within three (3) workdays that the leave was taken or is being taken pursuant to this policy.

Such notification may be communicated to South Cove by the employee, a family member of the employee or the employee's counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate or other professional who has assisted the employee in addressing the effects of the abusive behavior on the employee or the employee's family member.

If an unscheduled absence occurs, South Cove will not take any negative action against the employee if the employee, within 30 days from the unauthorized absence or within 30 days from the last unauthorized absence in the instance of consecutive days of unauthorized absences, provides any of the documentation described below.

Employees must provide documentation evidencing that the employee or employee's family member has been a victim of abusive behavior and that the leave taken is consistent with this policy; provided, however, that South Cove will not require an employee to show evidence of an arrest, conviction or other law enforcement

documentation for such abusive behavior. Employees must provide such documentation to South Cove within a reasonable period after South Cove requests documentation relative to the employee's absence.

An employee may satisfy this documentation requirement by providing any of the following documents to South Cove:

- 1) A protective order, order of equitable relief or other documentation issued by a court of competent jurisdiction as a result of abusive behavior against the employee or employee's family member;
- 2) A document under the letterhead of the court, provider or public agency which the employee attended for the purposes of acquiring assistance as it relates to the abusive behavior against the employee or the employee's family member;
- 3) A police report or statement of a victim or witness provided to police, including a police incident report, documenting the abusive behavior complained of by the employee or the employee's family member;
- 4) Documentation that the perpetrator of the abusive behavior against the employee or family member of the employee has: admitted to sufficient facts to support a finding of guilt of abusive behavior; or has been convicted of, or has been adjudicated a juvenile delinquent by reason of, any offense constituting abusive behavior and which is related to the abusive behavior that necessitated the leave under this section;
- 5) Medical documentation of treatment as a result of the abusive behavior complained of by the employee or employee's family member;
- 6) A sworn statement, signed under the penalties of perjury, provided by a counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate or other professional who has assisted the employee or the employee's family member in addressing the effects of the abusive behavior; or
- 7) A sworn statement, signed under the penalties of perjury, from the employee attesting that the employee has been the victim of abusive behavior or is the family member of a victim of abusive behavior.

Information related to the employee's leave under this policy will be kept confidential by South Cove and will not be disclosed, except to the extent that disclosure is: (1) requested or consented to, in writing, by the employee; (2) ordered to be released by a court of competent jurisdiction; (3) otherwise required by applicable federal or state law; (4) required in the course of an investigation authorized by law enforcement, including, but not limited to, an investigation by the attorney general; or (5) necessary to protect the safety of the employee or others employed at the workplace.

An employee seeking leave under this policy may be required to exhaust all accrued paid time off available to the employee prior to requesting or taking leave under this policy.

South Cove will not coerce, interfere with, restrain or deny the exercise of, or any attempt to exercise, any rights provided under this policy or to make leave requested or taken hereunder contingent upon whether or not the victim maintains contact with the alleged abuser. South Cove will not discharge or in any other manner discriminate against an employee for exercising the employee's rights under this policy. The taking of leave under this policy will not result in the loss of any employment benefit accrued prior to the date on which the leave taken under this policy commenced. Upon the employee's return from such leave, to the extent required by applicable law, the employee will be entitled to restoration to the employee's original job or to an equivalent position.

#### **Massachusetts Pregnant Workers Fairness Act**

Under the Massachusetts Pregnant Workers Fairness Act (effective April 1, 2018), employees have the right to be free from discrimination in relation to pregnancy or a condition related to the employee's pregnancy including, but not limited to, lactation or the need to express breast milk for a nursing child, including the right to reasonable accommodations for conditions related to pregnancy.

South Cove Community Health Center ("South Cove") will provide a reasonable accommodation for an employee's pregnancy or any condition related to the employee's pregnancy including, but not limited to,

lactation or the need to express breast milk for a nursing child if the employee requests such an accommodation; provided, however, that South Cove may deny such an accommodation if the accommodation would impose an undue hardship on our program, enterprise or business.

*For purposes of an employee's pregnancy or any condition related to the employee's pregnancy, the term "reasonable accommodations", may include, but are not be limited to: (i) more frequent or longer paid or unpaid breaks; (ii) time off to attend to a pregnancy complication or recover from childbirth with or without pay; (iii) acquisition or modification of equipment or seating; (iv) temporary transfer to a less strenuous or hazardous position; (v) job restructuring; (vi) light duty; (vii) private non-bathroom space for expressing breast milk; (viii) assistance with manual labor; or (ix) a modified work schedule; provided, however, that South Cove is not required to discharge or transfer an employee with more seniority or promote an employee who is not able to perform the essential functions of the job with or without a reasonable accommodation.*

Upon request for an accommodation from the employee or prospective employee capable of performing the essential functions of the position involved, South Cove will engage in a timely, good faith and interactive process with the employee or prospective employee to determine an effective, reasonable accommodation to enable the employee or prospective employee to perform the essential functions of the employee's job or the position to which the prospective employee has applied. South Cove may require that documentation about the need for a reasonable accommodation come from an appropriate health care or rehabilitation professional; provided, however, that South Cove will not require documentation from an appropriate health care or rehabilitation professional for the following accommodations: (i) more frequent restroom, food or water breaks; (ii) seating; (iii) limits on lifting more than 20 pounds; and (iv) private non-bathroom space for expressing breast milk. South Cove also may require documentation for an extension of the accommodation beyond the originally agreed to accommodation.

South Cove will not:

- 1) take adverse action against an employee who requests or uses a reasonable accommodation in terms, conditions or privileges of employment including, but not limited to, failing to reinstate the employee to the original employment status or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other applicable service credits when the need for a reasonable accommodation ceases;
- 2) deny an employment opportunity to an employee if the denial is based on the need of South Cove to make a reasonable accommodation to the known conditions related to the employee's pregnancy including, but not limited to, lactation or the need to express breast milk for a nursing child;
- 3) require an employee affected by pregnancy, or require said employee affected by a condition related to the pregnancy, including, but not limited to, lactation or the need to express breast milk for a nursing child, to accept an accommodation that the employee chooses not to accept, if that accommodation is unnecessary to enable the employee to perform the essential functions of the job;
- 4) require an employee to take a leave if another reasonable accommodation may be provided for the known conditions related to the employee's pregnancy, including, but not limited to, lactation or the need to express breast milk for a nursing child, without undue hardship on South Cove's program, enterprise or business;
- 5) refuse to hire a person who is pregnant because of the pregnancy or because of a condition related to the person's pregnancy, including, but not limited to, lactation or the need to express breast milk for a nursing child; provided, however, that the person is capable of performing the essential functions of the position with a reasonable accommodation and that reasonable accommodation would not impose an undue hardship, demonstrated by South Cove, on South Cove's program, enterprise or business.

An employee who notifies South Cove of a pregnancy or an employee who notifies South Cove of a condition related to the employee's pregnancy including, but not limited to, lactation or the need to express breast milk

for a nursing child will receive an additional copy of this notice not more than 10 days after such notification. If employees have any questions about this policy or would like to request a reasonable accommodation pursuant to this policy, they should contact South Cove's Human Resources Manager.

### **Bereavement Leave**

All regular full-time and part-time employees who have successfully completed their Introductory Period are eligible for bereavement leave. In the case of the death of an employee's spouse, child, parent or sibling, an employee's child's spouse, or an employee's grandchild, an employee may be granted three (3) days of paid bereavement leave. In the case of the death of an employee's father-in-law, mother-in-law, grandparent, brother-in-law or sister-in-law, an employee may be granted two (2) days of paid bereavement leave.

Pay for bereavement leave is calculated at the same rate as PTO.

Employees who wish to take Bereavement leave should notify their manager/supervisor immediately. Bereavement leaves are granted at South Cove's sole discretion. Employees may, with approval of their manager/supervisor, use any accrued PTO for additional time off as necessary.

### **Jury Duty**

South Cove recognizes that employees have an obligation to perform jury duty. South Cove encourages employees to fulfill their civic responsibilities by serving jury duty when required.

If employees are called for jury duty when they are scheduled to work, they should notify their manager/supervisor as soon as possible of the dates they are required to attend, as it may be necessary to make arrangements for another employee to cover the employee's shift in his or her absence. Employees must provide South Cove with a copy of their jury duty notice.

South Cove shall pay employees who have jury duty their regular wages for any work missed for the first three (3) days of jury duty service. After the first three (3) days of jury service, employees will receive only juror's pay from the court in which they serve as a juror.

Employees are expected to report to work on any day on which their attendance as a juror is not required. Employees will only be paid by South Cove if they are scheduled to work for the time the jury service is assigned. For non-exempt employees, jury duty days are not considered hours worked for the purpose of computing overtime pay.

If employees are required to perform jury duty beyond the period of paid jury duty leave as provided for in this policy, they may use any accrued PTO for additional time off as necessary or may request an unpaid leave of absence.

### **Military Leave**

South Cove is committed to protecting the job rights of employees in the uniformed services. A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). To be eligible for military leave, employees must provide South Cove's Human Resources Manager with advance notice of the service obligations unless the employee is prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided your absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue benefits in accordance with applicable federal and state laws. Military leave will be unpaid. However, employees may elect to use accrued paid time off for the absence. Except as otherwise indicated by South Cove policy, benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon the employee's return to active employment. Employees that are required to attend yearly Reserves or National Guard duty can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). Employees should give South Cove as much advance notice of the need for military leave as possible so that South Cove can maintain proper coverage. For more information regarding military leave, please contact the Human Resources Manager.



## **VI. DISCIPLINARY ACTION**

Employment with South Cove may be terminated at will at any time, with or without notice or cause, and for any lawful reason. Nevertheless, South Cove may choose to exercise its discretion to use forms of discipline that are less severe than termination in certain cases depending on the nature and severity of the misconduct.

Examples of such less severe forms of discipline include without limitation verbal warnings, written warnings, demotion and suspension. Discipline may involve one or more of these less severe forms of discipline.

Although one or more of these steps may be taken in connection with a particular employee, no formal order or system of discipline is required. South Cove may terminate the employment relationship, at any time, without following any particular series of steps whenever it determines, in its sole and exclusive discretion, that such action is warranted.

## **VII. TERMINATION OF EMPLOYMENT**

Employment with South Cove is at-will and both the employee and South Cove has the right to terminate employment at will, with or without cause, at any time.

### **Voluntary Termination**

A voluntary termination of employment is a termination initiated by an employee. A voluntary termination may occur:

- by written resignation;
- as a result of an absence from work for more than two (2) consecutive workdays without notifying South Cove; or
- as a result of a failure to return to work at the expiration of an approved leave of absence or of any extension of such leave granted by South Cove.

Although advanced notice is not required, South Cove requests that each employee provide as much notice of resignation as possible, and at least two (2) weeks' notice of resignation. In some cases, South Cove may accept an employee's resignation effective immediately or as of another date prior to the end of the notice period. Regardless of the length of notice given, all resigning employees should provide South Cove with a written notice of resignation.

### **Retirement**

Although advanced notice is not required, South Cove requests that an employee notify his or her manager/supervisor and/or the Human Resources Coordinator of his or her plans to retire at least six (6) months before the planned retirement date. This allows sufficient time to process any retirement benefits for which the employee may be eligible and to ensure a smooth transition in filling the employee's position.

### **Involuntary Termination**

An involuntary termination is any termination of employment initiated by South Cove. Employment with South Cove is at-will and both the employee and South Cove has the right to terminate employment at will, with or without cause, at any time. An involuntary termination may occur as a result of an employee's unsatisfactory job performance, inability to work as scheduled, misconduct or it may result from other reasons or circumstances, such as a reduction in force or a personnel problem or any other situation in which South Cove determines that termination of employment is appropriate in its sole discretion.

### **Exit Interview and Final Pay**

The Human Resources Manager will usually schedule an exit interview with departing employees. During the exit interview, the Human Resources Coordinator will inform the departing employee of any benefits which the employee may be entitled to continue. Suggestions, complaints, and questions may also be voiced during the exit interview.

In the case of an involuntary termination of employment, final pay will generally be provided to the employee on the day of the termination. In the case of voluntary termination of employment or retirement, the employee's final paycheck will generally be issued on the next regular pay day and mailed to the employee's last known home address.

Final pay will include (i) payment for hours worked since the employee's last payday, and (ii) payment for earned and unused PTO. Final pay will be reduced by (i) required legal deductions, such as Social Security payments and state and federal income taxes; (ii) authorized deductions, such as those for coverage under the group health insurance plan; and (iii) any other amounts authorized by the employee or permitted by applicable law.

### **Return of South Cove Property**

Employees are responsible for all South Cove property, materials or written information issued to them or in their possession or control. Employees must return all South Cove property in satisfactory condition immediately upon request or upon voluntary or involuntary termination of employment. In the event that an

employee does not return all South Cove property upon separation of employment, South Cove will seek to recover the property, or its replacement value, to the fullest extent permitted by law.

## VIII. VOLUNTEERS/INTERNS/RESIDENTS

South Cove is devoted to recruiting and maintaining volunteers, interns and residents who play an important role in augmenting, enhancing and supplementing the roles of existing employees by offering superior and compassionate patient care.

Volunteers, interns and residents must adhere to South Cove's rules and policies that includes patient confidentiality, CORI, completion of health assessment, comprehensive mandatory training, orientation and completion of assignments.

### Volunteers

- Must be at least fourteen (14) years of age
- Complete a timesheet
- Adhere to South Cove policies and procedures

### Interns/Residents

- Copy of MA license/limited license
- Provide internship/residency contract/agreement from institution
- Provide current General Liability Cover sheet from the university/hospital
- Three reference letters
- Copy of diploma (if applicable)
- Complete health assessment
- Adhere to South Cove policies and procedures

## IX. FALSE CLAIMS

South Cove and each of its affiliates and subsidiaries will comply with the requirements of federal and state laws that prohibit the submission of false claims in connection with federal and state health care programs, including Medicare and Medicaid. Every South Cove employee, as well as employees of South Cove's Agents and Contractors will receive education and information regarding these regulations.

### **Purpose**

To ensure South Cove and all its affiliates, subsidiaries, agents and contractors are compliant with state and federal false claims regulations.

### **Requirements**

#### Federal False Claims Act: The Federal False Claims Act:

- Prohibits knowingly submitting (or causing to be submitted) to the federal government a false or fraudulent claim for payment or approval.
- Prohibits knowingly making or using (or causing to be made or used) a false record or statement to get a false or fraudulent claim paid or approved by a state Medicaid program, the federal government or its agents, such as a fiscal intermediary or other claims processor.
- Prohibits making or using (or causing to be made or used) a false statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the U.S. government.
- This law applies to claims filed by South Cove for reimbursement for services provided to beneficiaries under the Medicare or Medicaid programs.
- Civil penalties can be imposed on any person or entity that violates the federal False Claims Act, including monetary penalties of \$5,500 to \$11,000 as well as damages of up to three times the federal government's damages resulting from each false claim.

#### Federal Fraud Civil Remedies:

The federal Program Fraud Civil Remedies Act of 1986 allows the government to impose civil penalties against any person who makes, presents or submits (or causes to be made, presented or submitted) false, fictitious or fraudulent claims or written statements to designated federal agencies, including the U.S. Department of Health and Human Services.

#### Massachusetts False Claims Act:

The Massachusetts False Claims Act ("MFCA") prohibits knowingly presenting (or causing to be presented) to Massachusetts a false or fraudulent claim for payment or approval. The MFCA:

- Prohibits knowingly making or using (or causing to be made or used) a false record or statement to get a false or fraudulent claim paid or approved by Massachusetts or any political subdivision thereof.
- Prohibits conspiring to defraud Massachusetts or any political subdivision thereof through the allowance or payment of a fraudulent claim, and knowingly making or using (or causing to or to be made or used) a false record or statement to conceal, avoid, or decrease an obligation to pay or to transmit money or property to Massachusetts or any political subdivision thereof.
- Anyone who enters into an agreement or contract with Massachusetts or a political subdivision, knowing that the information contained therein is false, violates the MFCA.
- In addition, anyone who benefits from a false claim that was mistakenly submitted violates the MFCA if he or she does not disclose the false claim within a reasonable time after he or she discovers it.
- This law applies to claims filed by South Cove for reimbursement for services provided to beneficiaries under the Massachusetts Medicaid program (MassHealth).
- Civil penalties can be imposed on any person or entity that violates the MFCA, including monetary penalties of \$5,000 to \$10,000 as well as damages of up to three times Massachusetts' damages resulting from each false claim.

#### "Whistleblower" and Whistleblower Protections:

The federal False Claims Act and the MFCA permit private citizens with knowledge of fraud or attempted fraud

against the U.S. or Massachusetts State or local government to file suit on behalf of the federal or Massachusetts government against the person or business that committed or attempted the fraud. If the action is successful, the individual who brought the lawsuit – known as a “*qui tam*” plaintiff or a “whistleblower” – is entitled to a percentage of the amount recovered. The federal False Claims Act and the MFCA prohibit retaliation against any employee for investigating, filing or participating in a whistleblower action.

## **Procedure**

### Employees’ Responsibilities:

Employees will comply with federal and state Fraud Waste and Abuse requirements which:

- i. Prohibits the submission of false claims.
- ii. Requires the reporting of any suspected misconduct, including suspected violations of South Cove’s policies or procedures or federal or state laws, as required by the Corporate Compliance Program.

Reports of potential improper activities can be made by an employee to the Human Resources department, senior management, or supervisor. South Cove expressly prohibits retaliation against employees who, in good faith, report or participate in the investigation of any compliance concerns, or who, in good faith, investigates, files or participates in a whistleblower action as permitted by the federal False Claims Act or the Massachusetts false or fraudulent claims laws.

### Managers’ Responsibilities:

- b. All South Cove managers must inform their employees that South Cove does not tolerate or condone activities that result in or contribute to the submission of false claims to any federal or state health care programs, including Medicare and Medicaid.
- c. Managers must take appropriate action if he or she learns about possible fraudulent or abusive activities.
- d. Managers must also educate and train all employees on South Cove’s policies about detecting fraud and abuse and prohibiting the filing of false claims.
  - i. Federal False Claims Act.
  - ii. MFCA.
  - iii. Massachusetts false and fraudulent claims laws.
  - iv. Federal Program Fraud Civil Remedies Act of 1986.
  - v. All whistleblower protections available under these laws.

### South Cove’s Responsibilities:

- e. South Cove’s policy on detecting fraud and abuse in its training programs provides specific details regarding procedures and individuals’ responsibilities to prevent and detect fraud, waste and abuse.
- f. Additionally, South Cove will provide rigorous internal investigations and prompt resolution of alleged violations.
  - i. Depending on the nature of the violation, investigations of integrity or compliance issues may be performed by the Compliance Officer, Human Resources, legal counsel and/or other appropriate staff or consultants.
- g. South Cove, through its training programs for new and current employees, educates and trains all South Cove employees about the federal False Claims Act, MFCA, Massachusetts false and fraudulent claims laws, the federal Program Fraud Civil Remedies Act of 1986 and all whistleblower protections available under these laws.
- h. South Cove makes available to all South Cove employees Exhibits of the federal False Claims Act, MFCA, Massachusetts false and fraudulent claims laws, the federal Program Fraud Civil Remedies Act of 1986 and all whistleblower protections available under these laws, through the inclusion of this Policy in the South Cove Community Health Center Policy and Procedures Manual, and the South Cove Community Health Center Corporate Compliance Program.

### Agents’ and Contactors’ Responsibilities:

- i. Each agent or contractor that supplies goods or services to South Cove is required to demonstrate that its employees are educated and trained on the federal False Claims Act, MFCA, Massachusetts false and fraudulent claims laws, the federal Program Fraud Civil Remedies Act of

1986 and all whistleblower protections available under these laws, either by agreeing to provide this Policy and South Cove's training program/materials to its employees, or by demonstrating to South Cove's satisfaction that it has equivalent policies and training programs in place.

## EMPLOYEE ACKNOWLEDGEMENT AND RECEIPT FORM

I acknowledge that I have received a copy of the South Cove Community Health Center, Inc. Employee Handbook (the "Handbook").

The employee handbook describes important information about South Cove Community Health Center, Inc. ("South Cove"). I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook. If I have any questions regarding the Handbook, I understand that it is my responsibility to ask the Human Resource Manager.

I have entered into my employment relationship with South Cove voluntarily and acknowledge that there is no specified length of employment and my employment is at will. Accordingly, either I or South Cove can terminate the relationship at will, with or without notice, reason, or cause, at any time. I understand that no one is authorized to provide an employee or employees with an employment contract or special arrangement concerning terms or conditions of employment, unless otherwise agreed to in an agreement signed by the Executive Director.

I acknowledge and agree that this Handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with South Cove. I understand that the Handbook is provided and intended as a summary of South Cove's policies and practices and South Cove may, in an individual circumstance or generally, change, cancel, vary from or suspend, without advance notice, all or any part of the provisions in this Handbook, at any time, to the maximum extent permitted by applicable law. I acknowledge that this Handbook is a general guide and does not constitute an employment agreement, contract for employment, or a guarantee of continued employment, express or implied, or a promise of treatment in any particular manner in any given situation.

Furthermore, I acknowledge that this handbook is not a contract of employment. I have received the Handbook and, by signing below, I understand that it is my responsibility to have read and understood the policies contained in this handbook and any revisions made to it. I understand the handbook is intended only as a general guide, is not a full statement of South Cove policy, and is not intended to cover every situation that may arise during my employment.

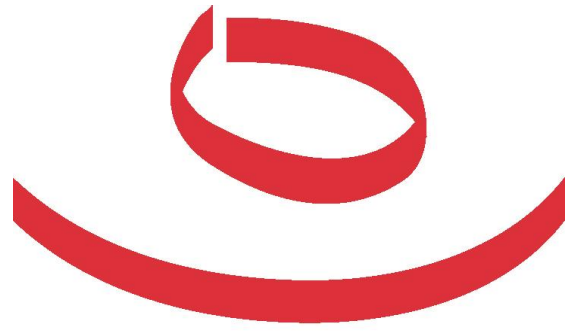
\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EMPLOYEE'S NAME (PRINTED)

TO BE COPIED AND PLACED IN EMPLOYEE'S PERSONNEL FILE  
4845-2993-3397, v. 2

Revised 07/18/2018



**south cove**

community health center

華人醫務中心