



## **FIELD STAFF GUIDE**

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# GrapeTree Medical Staffing, LLC Mission Statement and Philosophy

## 1.1 Mission Statement

To improve healthcare and exceed facility expectations with highly qualified healthcare professionals, the latest technology and an emphasis on customer service.

## 1.2 Philosophy at GrapeTree

GrapeTree Medical Staffing, LLC (GrapeTree) employees' welfare and concerns are very important to the success of GrapeTree. It is the intention of GrapeTree to encourage a working environment, based on mutual trust and confidence, which will provide opportunities for individual effort and reward. Every employee is considered a member of our GrapeTree team. Our success as a GrapeTree is built on the recognition of the skills and efforts made by each employee and our policy is to work with all members of this team in a fair manner and treat each team member with dignity and respect. GrapeTree management, as part of this team, will continuously work together with all employees for the benefit of our present and prospective customers and suppliers in order to improve GrapeTree's competitive position, which will enable GrapeTree to accomplish two main goals:

- To provide superior jobs for all team members at GrapeTree.
- Guarantee customer satisfaction with the provision of high-quality services.

## 1.3 Equal Employment Opportunity Policy, Affirmative Action Plan and Diversity and Inclusion

GrapeTree is built upon teamwork, equal opportunity and is committed to develop and implement a program of nondiscrimination, Affirmative Action and Diversity and Inclusion. GrapeTree subscribes to the principles of an equal opportunity employer and will recruit, interview, hire, classify, select for training, promote, demote, discipline, base calculate, transfer, terminate and recall on the basis of merit and qualification without regard to race, religion, creed, color, national origin, physical disability, sex, age, genetics, veteran status, marital status, sexual orientation, gender identity or expression, pregnancy or other legally protected classes.

GrapeTree has an equal employment practice for people with mental and physical disabilities as long as the disability does not prevent continued satisfactory work performance or unless a stated bona fide occupational qualification exists. GrapeTree invites individuals to self-identify so that they can take advantage of GrapeTree's Affirmative Action program for

individuals with disabilities. For more information or to request a reasonable accommodation, please contact Human Resources.

It is the responsibility of management at GrapeTree to practice fair employment to everybody at all times in his or her respective work areas. Any violations of Equal Employment Opportunity Policy by anyone must be reported immediately to management. Further, all supervisory personnel will be responsible for maintaining an environment, work or otherwise, that is free of racial or sexual overtones.

GrapeTree will cooperate with Federal, State and local government agencies that have the responsibility to observe actual compliance with various laws relating to employment. GrapeTree will furnish such reports, records and other matters as requested in order to foster the program of equal opportunity for all persons regardless of race, religion, creed, color, national origin, physical disability, sex, age, genetics, veteran status, marital status, sexual orientation, gender identity or expression, or other legally protected classes. Management has the overall responsibility of carrying out GrapeTree's Equal Employment Opportunity Policy in their respective work areas.

GrapeTree is committed to fostering a work environment that embraces and celebrates diversity in all its forms. We value the unique perspectives and experiences that individuals bring and believe that an inclusive workplace cultivates creativity, innovation, and overall organizational success. We promote diversity through recruitment, training, mentorship, and promotion opportunities, while actively discouraging any form of discrimination, harassment, or bias. Our aim is to create an inclusive culture where everyone feels valued, respected, and empowered to contribute their best.

#### **1.4 Global Environment Stewardship**

GrapeTree is committed to environmental sustainability and responsible practices on a global scale. As such, we continue to focus on environmental management, resource conservation, pollution control, and environmental education and engagement. Through our actions and collaborations, we strive to minimize our environmental impact, conserve resources, and inspire positive change within our industry and communities.

#### **1.5 Integration Clause and the Right to Revise**

This Field Staff Guide is designed to provide the employment policies, procedures and benefits for employees at GrapeTree. The contents of this Field Staff Guide, and the policies and procedures described herein, are presented as a matter of information and general guidance only. The Field Staff Guide does not create a contract between GrapeTree and any of its employees. No policies in the Field Staff Guide or any oral interpretation of the policies and procedures create an expressed or

implied contract of service, wages, hours, procedures, policies, benefits or any terms or conditions of employment.

This Field Staff Guide does not alter the employment at-will relationship between GrapeTree and its employees. GrapeTree or employee may terminate the employment relationship at any time.

GrapeTree reserves the right, with or without notice, to revise, modify, delete or add to any and all policies, procedures, work rules or benefits stated in this Field Staff Guide or in any other document, except for the policy of at-will employment. No oral statements or representations can in any way change or alter the provisions of this Field Staff Guide.

All GrapeTree employees are required, at a minimum, to read and understand this handbook, and sign acknowledgement annually.

## **Section 2. Employment Procedures**

### **2.1 Personnel Administration**

GrapeTree has established a Human Resources Department which is responsible for personnel administration. Questions regarding your employment and this Field Staff Guide should be addressed to Human Resources.

### **2.2 Application for Employment**

All applicants for employment must fully complete, date and sign a GrapeTree online employment application. GrapeTree may investigate any portion of the requested information and may deny, or later terminate, the employment of anyone giving false, misleading or incomplete information.

It is essential that all applicants sign their employment application.

An online Skills Checklist for all specialties applied for and two Employment References by previous Employers GrapeTree must accompany the application.

The online application will be made part of the personnel file of those applicants accepted for employment. Applications from applicants will be maintained in our file indefinitely, however, if 7 days have passed and GrapeTree Credentialing Department has not received all appropriate paperwork, another application and skills checklist(s) may be required.

### **2.3 Confirmation of Previous Employment**

GrapeTree, at its discretion, will request information from the prospective employee's previous employers relative to their work record in connection with their application for employment. Additionally, GrapeTree may conduct a pre-employment and/or pre-assignment background check on all applicants who are offered employment.

### **2.4 Physical Examination Prior to Employment**

All Healthcare Professionals (HCP) must have a medical release authorization & health statement that includes the HCP can perform job duties without restrictions and MD signature prior to working. A medical release authorization & health statement is also required annually. This is at the cost of the HCP.

## **2.5 Benefit Eligibility**

A group health insurance plan is available to all employees of GrapeTree. Employees become eligible for the group plan when they average a minimum of 30 hours worked per week for a 12 month lookback period. Employees must continue to work a minimum of 30 hours per week in order to maintain eligibility. The employee is responsible for 75% of the single premium and the Employer is responsible for 25%.

## **2.6 Orientation**

Following the acceptance of employment, GrapeTree will discuss job duties and areas of responsibility with the new employee.

Orientation is offered by the client at their discretion. Time spent during orientation is considered non-productive and is paid at a different rate than productive hours. Contact your staffing specialist to determine the current orientation rate paid based on your certification.

Employees should read the handbook thoroughly and direct any questions to Human Resources. This record will become part of the employee's annual training requirement.

## **2.7 Payroll Information**

Immediately upon accepting employment, the new employee will be asked to provide federal and state tax forms, I-9 form, along with an Electronic Payment Authorization form for direct deposits.

## **2.8 Continuous Employment**

Employees must remain in contact with GrapeTree. If an employee has no communication with GrapeTree for three (3) months or more, GrapeTree will consider that employee to have voluntarily quit and shall no longer be an employee of GrapeTree. If GrapeTree contacts an employee and does not hear back from that employee within three (3) business days, GrapeTree will consider that employee to have voluntarily quit and shall no longer be an employee of GrapeTree.

## **2.9 Identification**

A photo identification badge is provided by GrapeTree at the time of hire. A GrapeTree photo ID is to be worn at all assignments unless Client specifies otherwise. Employees may be asked to provide another photo ID for proof of identity. A \$10.00 fee is required to replace a lost or stolen GrapeTree photo ID badge. The photo identification badge is the

property of GrapeTree, and upon resignation or termination of employment the badge is to be returned to GrapeTree office. If not returned a fee of \$10.00 will be deducted from employee's final paycheck or billed to that employee.

### **2.10 Employment of Relatives**

GrapeTree discourages the employment of close relatives. However, under certain conditions, management may waive this policy in favor of employing close relatives within the same payroll area. Close relatives are defined as: spouse, mother, father, son, daughter, brother, sister, grandparent or in-laws. Family members may not be allowed to directly supervise another family member. Employees that enter into a personal relationship, non-work related, will not be allowed to supervise the other and may have to be transferred.

### **2.11 Employment of Minors**

For insurance risk, it is GrapeTree 's policy to not employ individuals younger than age 18 in any position with GrapeTree.

### **2.12 Employment-At-Will**

Your employment with GrapeTree is at will. This means your employment is for an indefinite period of time and it is subject to termination by you or GrapeTree, with or without cause, with or without notice, and at any time. Nothing in this Field Staff Guide or any other policy of GrapeTree Medical Staffing shall be interpreted to be in conflict with or to eliminate or modify in any way, the at will employment status of GrapeTree employees.

### **2.13 Employee Information**

Employees are asked to help keep GrapeTree informed about any major change and report changes to their Staffing Specialist that affect their employment status. All address changes must be kept current with GrapeTree in order to process W2s and other important state and federal documents in a timely manner. It is the employee's responsibility to ensure that GrapeTree has a current address at all times. Other important changes to report include:

- Name
- Home/Cell telephone number
- Marital status (if name changed)
- Number of dependents
- Any important health information
- Emergency telephone numbers and whom to notify in case of emergency.
- Authorized payroll deductions



- Additional education and special training courses

**2.14 Personnel Records**

GrapeTree will maintain a file on each employee. An employee’s personnel record begins with their completed employment application. From time to time, information will be added to this personnel record regarding an individual’s employment status with GrapeTree. Personnel records are the property of GrapeTree.

The following provisions apply with respect to GrapeTree ’s standards for establishing, maintaining and handling employee personnel records:

- All official records concerning an employee will be kept up to date and all employees shall promptly report all pertinent personal information and data changes. This includes phone number, email, and mailing address updates. Our source of communication with our employees is through phone and email. The employee will be held responsible for any lack of communication due to GrapeTree not having the most up-to-date contact information.
- Credentials are required to remain up-to-date. Lack of doing so will result in not being allowed to pick up shifts and/or be considered voluntary resignation.
- Active employees will be permitted to review their personnel records at reasonable times.
- The personnel file of an employee terminating employment will be maintained for a minimum of seven (7) years.

**2.15 Contents of Personnel Files**

Employee personnel records will include the following:

Original Employment Application

Performance Appraisal Reports

Corrective Actions

Special Commendations

Education Achievements

Required Credentials

Status changes affecting employee’s work

Employee’s Resume (if submitted by the employee)

Other relevant documents as determined by management

**2.16 Employee’s Request for Review of Personnel Records**

The following provisions apply with respect to an employee's request to review their personnel record in accordance with Iowa Code 91B.1:

The Credentialing Manager will have the responsibility of coordinating the review of an employee's personnel record with Human Resources.

A member of Human Resources must be present while the employee reviews their personnel file.

An employee shall not have access to employment references written for the employee.

Employees no longer active with GrapeTree requesting copies of employment records must complete the Release of Information Authorization. An administrative fee of \$30 may be charged for copies of employment records.

## **Section 3. Work Assignment**

### **3.1 Choice of Assignments**

GrapeTree offers assignments in acute care Clients (hospitals), skilled nursing Clients (nursing homes), clinics, industries, and more in a rapidly growing area of the Midwest. Employees are expected to work an average of 4 shifts per month, which equates to roughly 30 hours per month to remain active with GrapeTree.

### **3.2 Client Commitment**

Employees who work at a Client for GrapeTree become dedicated to GrapeTree. These employees are not eligible to work at the Client for another staffing firm as long as GrapeTree holds a staffing agreement with that Client. Employees must give notice to GrapeTree prior to accepting full-time employment with any client. In most cases, a fee is reimbursed to GrapeTree by the Client to cover the costs associated with advertising, recruiting, training and providing coordination and transition of employee to Client. Employment with any GrapeTree Client disqualifies the employee from working at that Client through GrapeTree.

Employees are also committed to not actively recruiting Client staff from GrapeTree Clients to work for GrapeTree.

### **3.3 Client Orientation**

Once you are booked to work at a new Client, it is your responsibility to contact your Staffing Specialist for information on:

- Client pay rate
- Client Orientation policy
- Dress code
- Start/end and break times
- Cancellation policy
- Where to park

Clients offer different pay rates. It is the employee's responsibility to know and accept the pay rate before working any shift. Once the shift is worked, whether employee knows the rate or not, they will be paid the rate in effect at the time the shift was worked.

## **Section 4. Pay and Compensation Issues**

### **4.1 Time Records**

GrapeTree uses the Workforce Portal for clocking in and out of each shift electronically.

The start and end times must be rounded to the nearest quarter hour. The workweek is Sunday to Saturday, unless expressly notified by GrapeTree. The authorized Client representative must sign the timesheet after each shift to validate and authorize each shift. Meal breaks are determined by the Client and should be indicated on the electronic timesheet. If no meal break was taken during the shift worked, and it was approved by the Client, you must add "no meal break" and the reason there was no meal break taken to the Payroll Notes when submitting your timesheets in the Workforce Portal. If you do not provide a reason GrapeTree will deduct a 30 minute meal break. Valid signed Timesheets must be submitted to GrapeTree by Sunday at 8:00 am CST. Failure to submit the timesheet by the deadline will delay payment until the next pay date. Employees who consistently turn in timesheets past the deadline will be subject to corrective action, up to and including termination.

If an employee fails to get a timesheet submitted at the end of their shift, they must complete the "Timesheet Verification Request Form" available on the GrapeTree website or return to the Client's location to obtain a signature, before payment can be processed. Verification via the Timesheet Verification Request Form can take up to 15 days to process.

### **4.2 Early Wage Access "Priority Pay"**

GrapeTree provides Early Wage Access (also referred to as "Priority Pay"). GrapeTree will issue employee paychecks, upon request, in advance of the upcoming regular pay date for hours already worked. A complete timesheet reflecting hours worked must be submitted. A fee of \$25.00 shall be deducted to cover costs associated with the special processing of individual payroll before the regular Friday pay date. The priority pay request must be received in the payroll department before 8:00 am CST to have the employee's earnings deposited into their bank account the next business day, this excludes holidays and weekends.

Priority Pay processing is not guaranteed for next day even if delivered to the payroll department before 8:00 am. Every attempt will be made to

have it delivered timely. The employee should call the office during regular business hours to check on the status of the processing of their payroll.

Payroll advances are not allowed nor can Priority Pay be requested for hours not yet completed.

#### **4.3 Pay Period**

Pay period runs from Sunday to Saturday. Wages are paid every Friday for work performed during the previous week. Unless a Client specifies otherwise, the seven day workweek begins Sunday at 7:00 am.

#### **4.4 Direct Deposit of Pay**

To prevent lost or stolen checks and allow us to pay frequently and on time, we utilize direct deposit for your weekly paychecks. A checking or savings account is required for direct deposit. The payroll department cannot guarantee what time of day a payment will be posted or available in an employee's bank account.

If an employee needs to update his or her bank account information, they will need to complete an Electronic Payment Authorization form in the Workforce Portal or they can manually update via Paylocity.com. Once received by the Payroll department, it will become effective within seven business days.

When an employee completes and signs the Electronic Payment Authorization form, they are authorizing GrapeTree to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries in error to the direct deposit account indicated on the form.

#### **4.5 License Reimbursement**

GrapeTree will reimburse the cost of a state license, up to \$105, after completing ten shifts or 80 hours, whichever comes first, in that state. The license must be obtained to work shifts for GrapeTree. The license will not be reimbursed if it is a renewal of a license that was obtained before employment with GrapeTree. The ten shifts are defined as shifts that are at least eight hours or more in length.

#### **4.6 Payroll Deductions**

To assist in handling tax deductions, GrapeTree automatically withholds Federal, State and FICA taxes from paychecks. The Federal and State withholdings are based on information obtained through the filings of the Form W-4 from each employee at the time of hire by GrapeTree.

An employee may change the amount of federal and state withholdings at any time during the year. A new Form W-4 does not have to be completed at the start of each new year. If an employee wishes to change withholdings, a new Form W-4 will be assigned via Workforce Portal. Once received by the payroll department, they will become

effective within seven business days. An employee needing assistance in completing the Forms W-4 should contact a tax professional.

Any other mandatory deductions to be made from an employee's paycheck, such as court-ordered garnishments, will be explained in the section titled "Garnishment of Employee Wages."

#### **4.7 Overtime**

All hours worked over forty hours in a payroll week shall be paid at the weighted average as instructed by the Department of Labor, unless otherwise specified in an individual assignment agreement. Employees must be aware that working over forty hours between multiple Clients is not allowed unless overtime is pre-approved by the Client through GrapeTree. All overtime must have prior stated approval.

#### **4.8 Holiday Pay**

Holiday pay varies with each Client as we pay for those recognized by each Client separately. Employees should inquire at the time of shift confirmation the perspective Client's holiday schedule.

#### **4.9 Error in Pay**

Employees are encouraged to review their pay stubs each pay period for accuracy in rate of pay, hours and deductions. If the employee suspects an error, the employee should contact the Payroll department immediately. If the Payroll department determines that an error was made, a correction will be processed as soon as possible. If the error was made on the employee's final paycheck, we will contact the employee to make restitution to GrapeTree, which may include debiting their direct deposit account for the amount due to GrapeTree, if the error was an overage in pay. Please see the section titled "Direct Deposit of Pay" for GrapeTree authorization to debit an employee's direct deposit account.

#### **4.10 Garnishment of Employee Wages**

GrapeTree will, as required by law, honor court-ordered garnishments which include but are not limited to child support, court ordered wage assignments and/or Federal and State tax liens. The payroll department will make necessary deductions, required by the court-ordered garnishment, from each payroll check until the garnishment is satisfied or until the Payroll department receives a release from the court that issued the garnishment.

The Payroll department will only notify the employee in the event of garnishment, if specified in the order.

GrapeTree acts in accordance with the federal statute regarding Consumer Credit Protection, which places restrictions on the total amount that may be garnished from an employee's paycheck.

#### **4.11 Bonus Earnings**

GrapeTree offers many different types of Bonus Earnings programs. Each bonus will be paid in accordance with the specific Bonus program guidelines once the requirements are met and verified.

#### **4.12 Awards and Incentives**

The IRS website states that bonuses or awards are included in your income. This includes cash, gift vouchers, gift certificates, or gift cards. If the reward is a good or service directly related to the business, the fair market value of said goods or services must be included in your income.

#### **4.13 Pay Stubs**

Pay stubs are available and can be downloaded online via the Paylocity Payroll App. In order to maintain security of your personal information, GrapeTree will not email Pay Stubs.

## **Section 5. Attendance**

### **5.1 Attendance**

Attendance is of vital importance with respect to the client, residents, and overall GrapeTree image. Providing high quality services for total customer satisfaction depends on commitment and attendance.

### **5.2 Verbal Acceptance**

When you work for GrapeTree, you choose the days and shifts you work and the type of work assignments based on your verified work experience and qualifications. Regular communication with your Staffing Specialist ensures that you are offered the assignments you prefer.

Once an employee verbally accepts an assignment, GrapeTree makes a commitment to the Client that they will have the employee for the assignment on the specified date for the duration of the assignment. Verbally accepting an assignment is binding and shall be honored. All phone calls with GrapeTree may be monitored or recorded for quality and training purposes.

It is important to accept ONLY the assignments that you are confident you can complete. Assignment shifts are scheduled only by GrapeTree and should not be scheduled directly with a client. If a client requests that you work an additional shift, notify GrapeTree Medical Staffing, LLC immediately so that the shift may be scheduled promptly. GrapeTree would not be responsible for payment of a shift that is booked directly through a client and not booked into through GrapeTree.

### **5.3 Flexibility**

We do our best to get employees the days and shifts that are requested. Many Clients we work with have cancellation policies. It is the employee's responsibility to know and understand the cancellation policy at worked Clients.

Employees must call their Staffing Specialist by telephone seventy-two (72) hours prior to the scheduled shift start time to be excused from the scheduled shift. Shifts canceled within seventy-two (72) hours of shift start time will be considered an unexcused absence occurrence and will be documented on the employee's HR record.

An employee may also find their own backfill by another GrapeTree employee if they are not able to attend their shift. The selected GrapeTree employee must have the same licensure and may not go into overtime unless approved by the facility. If the GrapeTree employee does not fulfill the shift, the absence will be counted on both employee's attendance record.

#### **5.4 Emergencies**

Employees with a personal emergency before or while at work must notify GrapeTree immediately. To adhere to proper reporting guidelines, you must notify GrapeTree at least 2 hours prior to your missed shift start time. Do not leave an assignment without informing GrapeTree. GrapeTree's staff are available twenty-four (24) hours a day, so employees must call as soon as they realize a shift commitment cannot be made. If you call after business hours, the on-call staff will be able to help you.

#### **5.5 Illness**

Employees that are sick or cannot work a scheduled shift must notify your Staffing Specialist as soon as possible. As much notice as possible must be given so that arrangements can be made to fill the shift. A physician's note may be requested for absences related to illness. Although unexpected incidents and illnesses occur, repeatedly canceling shifts affects the employee's credibility of scheduling shifts. Clients have the right to deny anyone from returning at any time and for any reason.

#### **5.6 Late Arrivals/Early Departure**

Employees are expected to arrive at work before the start time of their scheduled shift time. Employees must notify their Staffing Specialist by phone as soon as a delay is realized and a late arrival is expected. Late is defined as arriving to your shift any time after the start of the scheduled shift time. Employees are expected to fulfill their full shift. Early departure is defined as leaving your shift anytime before the scheduled end time.

#### **5.7 No Call No Show/Late Cancellation/Self-Cancellation**

A no call no-show or self-cancellation is a very serious offense. Not only does it jeopardize our contractual agreement with the Client, it also places patient's safety at risk. It is recommended to have a backup plan in place for daycare needs and travel to and from the facility to ensure you are able to fulfill your commitment to the facility and the patients needing care.

## **5.8 Attendance Occurrences**

An "occurrence" is any unplanned late arrival, early departure, or failure to report for a scheduled workday whether a self-cancellation or a no call no show. Attendance occurrences are tracked per scheduled shift. Two or more NCNS will result in a written warning, followed by termination.

Employees who are chronically unable or unwilling to attend work for their self-scheduled shift present a hardship to our clients, their residents, and fellow co-workers. You may be subject to corrective action when attendance occurrences reach an excessive level within a 3-month lookback period. These guidelines are based on a "no fault" concept. That is, unplanned absences adversely affect GrapeTree, our clients, and their residents regardless of the reason for absence. GrapeTree's attendance policy is lucrative and takes into consideration that there may be absences that are unavoidable due to emergency. An employee who continues to have repeated attendance occurrences will be subject to corrective action, up to and including termination. Appropriate warnings will occur before termination giving the employee the opportunity to improve their attendance. Employees choose when and where they work by self-selecting shifts and are expected to attend the shifts they chose to commit themselves to.

If an employee is currently within their first sixty (60) days probationary period of employment with GrapeTree and develop a pattern of excessive absenteeism, GrapeTree may proceed with corrective action, up to and including termination.

A physician's note or obituary, or other documentation may be requested to validate any absence. If an employee is absent due to illness for seventy-two (72) hours or more a physician's note may be requested before employee is able to return to work.

# **Section 6. Insurance Programs for Employees**

GrapeTree provides employee health insurance. Employees are always welcome to ask questions and discuss certain aspects of these policies with management.

## **6.1 Hospitalization and Medical Insurance**

GrapeTree maintains a group medical insurance program. Every employee becomes eligible for coverage under these programs after they



average 30 hours of work per week minimum for a period of 12 months, provided all proper applications are made.

GrapeTree pays one quarter the entire premiums for the coverage of the employee's single premium. For convenience, the employee's share of the cost of this insurance will be deducted from the employee's pay and paid, along with GrapeTree's contribution, to the insurance GrapeTree. The employee is responsible to stay up-to-date on owed premiums if the employee's paycheck does not cover the cost of the premiums in accordance with the Department of Labor minimum wage regulations.

As healthcare costs continue to rise, GrapeTree will attempt to provide the best possible health coverage to its employees at an affordable cost.

Details of the various insurance programs are set forth in the original insurance documents.

## **6.2 Continuation of Group Health Insurance**

If an employee previously covered by GrapeTree's group health insurance plan is laid off because of temporary lack of work or illness and is rehired within three (3) months of the layoff, the employee will become eligible to participate in the group health insurance plan on the first day of the month after rehire.

Employees terminating for reasons other than for gross misconduct may continue their group health insurance coverage per the Continuation of Group Health Coverage under COBRA.

Employees must notify management in writing of their intent to continue coverage within sixty (60) days and must pay the premiums according to the premium schedules.

Failure to notify management in writing or pay premiums is considered notice of cancellation of this option.

# **Section 7. Separation from Employment**

## **7.1 Separation of Employment**

Employees may be separated from employment voluntarily or involuntarily by retirement, voluntary resignation, lack of shifts work or termination. Usually, before an employee is terminated, they will be told the reason(s) and will be counseled by Human Resources. However, if any misconduct warranting discipline is severe enough, management may discharge an employee immediately.

In the case of termination, all GrapeTree property in the employee's possession must be returned upon separation from employment and before the final paycheck is released.

## **7.2 Pay at Time of Separation**

GrapeTree will determine if the terminating employee has any outstanding debt owed to GrapeTree and whether the individual has in their possession any GrapeTree property such as the photo ID badge. Any employee terminating their employment is required to return any GrapeTree property in their possession.

After a full accounting of the employee's and GrapeTree's accounts, as determined by GrapeTree, is completed, a final paycheck will be issued to the employee in accordance with state law.

Upon resignation or termination, the employee should consult Human Resources for possible conversion of their group insurance and to address any financial issues.

## **Section 8. Work Policies and Regulations**

### **8.1 Care of Equipment and Clients**

All employees should be concerned with the care and safe use of GrapeTree and Client owned equipment and property. Good housekeeping is expected from everyone.

### **8.2 Parking**

Parking is communicated depending on known Client requirements.

### **8.3 Personal Appearance/Clothing**

Neat and clean uniform or scrubs are a requirement. Some Clients require the HCP to wear specific uniforms; this information will be provided prior to accepting the assignment. Closed toed and closed back shoes required. Hair must be pulled back.

Personal appearance, proper hygiene and appropriate attire are important to the work environment. Clients may gauge the quality of GrapeTree by the attention GrapeTree employees show to personal appearance and attire.

### **8.4 Errors/Omissions/Injuries**

Errors, omissions or work-related injury or illness which occur while on assignment, must be reported to GrapeTree by phone call within one business day of the situation occurring. A GrapeTree Employee Incident Report or First Report of Injury must be completed with 24 hours and submitted to [processing@grapetree.com](mailto:processing@grapetree.com). If a work-related injury or illness occurs, GrapeTree Human Resources will help the employee arrange for appropriate medical treatment, if necessary, based on the severity of the illness or injury with insight from the employee.

GrapeTree or a contracted facility is permitted to require alcohol or drug testing after an employee is involved in an accident while at work if GrapeTree or a contracted facility has a reasonable belief that the employee was under the influence of illegal drugs or alcohol at the time

of the accident and the use contributed to the accident. GrapeTree or a contracted facility will also test as required by any applicable State or Federal Law.

If an employee must be off work due to the work-related injury or illness, the employee is expected to comply with all treatment regimens and cooperate with GrapeTree and our insurance carrier in a good-faith effort to return to work as soon as medically possible. In some cases, a job may be temporarily re-structured to accommodate the recovering employee.

Worker's compensation fraud is a punishable crime. GrapeTree and our insurer have a "zero tolerance" policy for fraud. Offenders will be prosecuted.

## **8.5 Anti-Harassment Policy**

### *All Unlawful Harassment Prohibited*

GrapeTree strictly prohibits and does not tolerate unlawful harassment against employees, other Healthcare Professionals, patients or any other covered persons because of race, color, creed, national origin or ancestry, citizenship, age, sex, pregnancy, gender, gender identify, sexual orientation, religion, marital status, physical or mental disability, medical condition, genetic information or characteristics, past, current or prospective service in the uniformed services, or any other category protected by law.

### *Sexual Harassment*

All GrapeTree employees, other workers and representatives are prohibited from harassing employees, other Healthcare Professionals, clinicians, patients and other covered persons based on that individual's sex or gender and regardless of the harasser's sex or gender.

Sexual harassment means any harassment based on someone's sex or gender. It includes harassment that is not sexual in nature (for example, offensive remarks about an individual's sex or gender), as well as any unwelcome sexual advances or requests for sexual favors or any other conduct of a sexual nature, when any of the following is true:

- Submission to the advance, request or conduct is made either explicitly or implicitly a term or condition of employment.
- Submission to the advance, request or conduct is made either explicitly or implicitly a term or condition of employment.
- Submission to or rejection of the advance, request or conduct is used as a basis for employment decisions.
- Such advances, requests or conduct have the purpose or effect of substantially or unreasonably interfering with an employee's work performance by creating an intimidating, hostile, or offensive work environment.

GrapeTree will not tolerate any form of sexual harassment, regardless of whether it is:

- Verbal (for example, epithets, derogatory statements, slurs, sexually-related comments or jokes, unwelcome sexual advances or requests for sexual favors), Physical (for example, assault or inappropriate physical contact), or
- Visual (for example, displaying sexually suggestive posters cartoons or drawings, sending inappropriate adult-themed gifts, leering, or making sexual gestures).

This list is illustrative only, and not exhaustive. No form of sexual harassment will be tolerated.

#### *Other types of harassment*

GrapeTree's anti-harassment policy applies equally to harassment based on an employee's race, color, creed, national origin or ancestry, citizenship, age, sex, pregnancy, gender, gender identity, sexual orientation, religion, marital status, physical or mental disability, medical condition, genetic information or characteristics, past, current or prospective service in the uniformed services, or any other category protected by law. Such harassment often takes a similar form to sexual harassment and includes harassment that is:

- Verbal (for example, epithets, derogatory statements, slurs, derogatory comments or jokes),
- Physical (for example, assault or inappropriate physical contact),
- Visual (for example, displaying derogatory posters, cartoons, drawings or making derogatory gestures).

This list is illustrative only, and not exhaustive. No form of harassment will be tolerated.

#### *Complaint & Investigation Procedure*

1. If you believe you may have been the subject of harassment in the workplace, or believe you have witnessed incidents of harassment, you must immediately follow the Facility policy for reporting harassment. Additionally, you must report the incident to your Staffing Specialist at GrapeTree and provide the contact information for the person at the Facility to whom you reported the conduct.

2. GrapeTree Human Resources will contact the appropriate personnel at the Facility to confirm that they are fully investigating the complaint. The Human Resource Specialist will work with you and the Facility in communicating the status of the investigation. The Human Resource Specialist will communicate updates to you as they are provided by the Facility.

3. If the conduct involves an employee of GrapeTree, you must contact the Staffing Department immediately and report the conduct. The Staffing Specialist will notify GrapeTree's Human Resources Department of the situation for investigation.

4. If the investigation confirms that a violation of the harassment policy has occurred, GrapeTree will take appropriate corrective action and you will be advised that appropriate action was taken.

#### *No Retaliation*

GrapeTree prohibits any form of discipline, reprisal, intimidation or retaliation for good faith reporting of incidents of harassment of any kind, pursuing any harassment claim or cooperating in related investigations.

#### *Reporting*

GrapeTree is committed to enforcing this policy against all forms of harassment. However, the effectiveness of our efforts depends largely on you telling us about conduct that violates this policy. If you feel that you or someone else may have been subjected to conduct that violates this policy, you should report it immediately. If you do not report harassing conduct, GrapeTree may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action. You may also contact the Equal Employment Opportunity Commission at [www.eeoc.gov](http://www.eeoc.gov) or via telephone at (800) 669-4000.

### **8.6 Smoking Policy**

As of July 1, 2008, Iowa adopted a Smokefree Air Act, which prohibits smoking in various public places including places of employment, nursing homes and hospitals. In Compliance with this act, GrapeTree is providing the Smokefree Air Act, titled House File 2212 to all employees and prospective employees.

- Smoking will not be permitted in any indoor area of work
- Smoking is only allowed in posted outdoor smoking areas. Each Client has a smoking policy that must be followed. If you are uncertain of this policy please contact GrapeTree for assistance
- Smoking shall only be done while on Client or GrapeTree approved smoke breaks

Any violation of this policy will be treated as misconduct as pursuant to the Field Staff Guide. Employees should also be aware they are subject to a civil penalty under section 805.8C of the act for each violation reported.

### **8.7 Personal Belongings**

GrapeTree can take no responsibility for the safekeeping of personal items.

### **8.8 Keys, Credit Cards and Other Restricted Access Items**

In order to provide protection for the security of our employees, as well as our property, certain items such as credit cards, passwords, security codes, keys to the building and designated rooms will be issued only to those employees whose responsibility require them. Duplication of any restricted access item is prohibited. Sharing security codes or passwords without the consent of management is prohibited.

Allowing others to use keys, credit cards or similar materials, without authorization, is also prohibited. Upon leaving employment with GrapeTree for any reason, all restricted access items will be returned prior to the last day of work.

### **8.9 Safety and Personal Protection Equipment**

If needed, the Client you are assigned to will provide employees with safety equipment. This safety equipment such as gowns, gloves, mask, goggles, etc., must be worn on the job, as safety requires.

### **8.10 GrapeTree and Client Tools**

It is the responsibility of the employee to maintain and safeguard GrapeTree and Client assets as if they were their personal property. It is the policy of this GrapeTree to hold the individual responsible for supplies and equipment lost, stolen or damaged through negligence.

### **8.11 Electronic Devices**

Electronic devices to include cellular telephones are to be turned off during shifts. They may be turned on only with permission from the shift supervisor and only if there is an emergency. Otherwise, electronic devices are to be used on breaks and in appropriate areas. Anyone transmitting digital photographs of the work place, patients, proprietary information or other employees from the workplace via a cell phone camera or any other equipment will be subject to corrective action, up to and including termination.

### **8.12 Electronic Media**

Electronic communication/media may not be used in any manner that would be discriminatory, harassing or obscene or for any other purpose which is illegal, against GrapeTree policy, or not in the best interest of GrapeTree. Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment or related actions will be subject to corrective action up to immediate termination.

### **8.13 Floating**

Floating is expected to those Client's units you have been orientated and are qualified to work. If you are not comfortable floating to an area, you must contact GrapeTree Staffing Specialist immediately, prior to shift start time.

### **8.14 Health Insurance Portability and Accountability Act**

HIPAA Confidentiality requires all employees to assume an obligation to keep in confidence any matter pertaining to the conduct of GrapeTree 's business as well as all that pertains to the patients of each Client. Employees are obligated to refrain from discussing any information about a patient with unauthorized persons in or out of each Client.

## **Section 9. Conflicts of Interest**

A conflict of interest can arise in dealings with anyone with whom GrapeTree transacts business.

This includes but is not limited to customers, clients, owners, buyers, suppliers, banks, insurance companies and people in other organizations with whom we contract and make agreements.

Conflicts of interest will be avoided and include the following examples:

1. Being employed (you or a close family member) by, or acting as a consultant to, a competitor or potential competitor, supplier or contractor, regardless of the nature of the employment, while you are employed with GrapeTree.
2. Directly supervising family members or closely related persons.
3. Owning or having a substantial interest in a competitor, supplier or contractor.
4. Having a personal interest, financial interest or potential monetary gain in any GrapeTree transaction.
5. Placing GrapeTree business with a firm owned or controlled by a GrapeTree employee or his or her family.
6. Accepting gifts, discounts, favors or services from a client/potential client, competitor or supplier, unless equally available to all GrapeTree employees.

Determining whether a conflict of interest exists is not always easy to do. Employees with a conflict of interest question should seek advice from Human Resources. Before engaging in any activity, transaction or relationship, that might give rise to a conflict of interest, employees must seek review from Human Resources.

### **9.1 Business Courtesies**

Any employee who offers a business courtesy must assure that it cannot reasonably be interpreted as an attempt to gain an unfair business advantage or otherwise reflect negatively upon GrapeTree. An employee may never use personal funds or resources to do something that cannot be done with GrapeTree resources. Accounting for business courtesies must be done in accordance with approved GrapeTree procedures.

Other than to our government clients, for whom special rules apply, we may provide non-monetary gifts (i.e., GrapeTree logo apparel or similar promotional items) to our clients. Further, management may approve other courtesies, including meals, refreshments or entertainment of reasonable value provided that:

- The practice does not violate any law or regulation or the standards of conduct of the recipient's organization.
- The business courtesy is consistent with industry practice, is infrequent in nature and is not lavish.
- The business courtesy is properly reflected on the books and records of GrapeTree.
- Employees of GrapeTree should always use the highest standards of ethical conduct.

## **9.2 Gifts**

Employees may accept unsolicited gifts, other than money, that conform to the reasonable ethical practices of the marketplace, including:

- Flowers, fruit baskets and other modest presents that commemorate a special occasion.
- Gifts of nominal value, such as calendars, pens, mugs, caps and t-shirts (or other novelty, advertising or promotional items).

Generally, employees may not accept compensation, honoraria or money, of any amount, from entities with whom GrapeTree does or may do business or from residents/patients in a Client they care for. Tangible gifts, including tickets to a sporting or entertainment event, that have a market value greater than \$25 may not be accepted, unless prior approval is obtained from management.

Employees with questions about accepting business courtesies should talk to Human Resources.

## **9.3 Complaint Grievance**

A complaint or grievance can be reported to any GrapeTree office personnel. Reporting should be made as soon as possible from the time of occurrence. Office personnel will complete a form and attempt to resolve the issue. If the issue is not resolved during the initial call, Human Resources will initiate interviews to gather information concerning the incident. If still not resolved, the issue may escalate to the CEO for further consideration. If warranted, appropriate discipline actions will be taken, up to and including termination.

Participating in a complaint process is protected from retaliation. GrapeTree prohibits retaliation of any kind against individuals who have



made good faith reports or complaints of violations. Retaliatory acts will lead to corrective action up to and including termination.

#### **9.4 Complaint Process**

Employees are expected to participate in the complaint resolution process. Employees will be asked for a written statement for all requests from a Client for them not to return. Failure to provide a written statement within two (2) business days or cooperate with the complaint process, will lead to corrective action up to and including termination.

## **Section 10. Misconduct**

It is the policy of GrapeTree to expect all employees to abide by certain work rules of general conduct and performance at all times. GrapeTree Management, supervisors and all employees are expected to monitor and enforce these work rules equally. Employees are subject to corrective action for any of the offenses listed and, with respect to every offense, there will be notations made in the employee's file.

GrapeTree will normally adhere to the following progressive corrective action process: 1) written warning, 2) final written warning, 3) termination. GrapeTree reserves the right to combine or skip steps depending on the facts of each situation and the nature of the offense, up to and including termination. The corrective action process does not provide any contractual rights regarding employee discipline or counseling, nor should anything be read or construed as modifying or altering the employment-at-will relationship with GrapeTree and its employees.

### **10.1 Misconduct**

Violation of any one of the rules described will likely result in corrective action, up to and including termination. The below listed forms of misconduct are not all-inclusive.

- Report of negative attitude, reluctance or refusal to answer questions, refusal to follow directions from GrapeTree or Client's Management.
- Falsification or fraud of any documents or reports, reports pertaining to absence from work, claims pertaining to injuries occurring on GrapeTree or Client premises, claims for any benefits or pay provided by GrapeTree communications or records, including personnel and service records. GrapeTree reserves the right to investigate any documentation for validity.
- Failure to provide a signed doctor's note for absences related to sickness.
- Weapons brought onto a facility' premises of any kind, including pocket knives.

- Giving false fire alarms, or causing false fire alarms to be given, or tampering with GrapeTree safety or protection equipment.
- Bringing unauthorized family or friends to a shift or loitering on the facility's property.
- Restricting output, or persuading others to do so, or promoting, encouraging, agitating, engaging in or supporting suspension of work, slowdowns or any other interruptions of production.
- Sabotage or subversive activity of any kind.
- Disqualification by the state
- Not working within your highest certification
- Working at a GrapeTree client through another agency.
- Misuse or removal from the premises, without authorization, of any GrapeTree or Client property, or having possession of any property removed from GrapeTree or Client premises without proper authorization.
- Bringing, using or having in possession, transporting, selling or promoting the use of any illegal intoxicant, any narcotic, any barbiturate, any amphetamine, any hallucinogen or any other stimulating or depressing drug, on GrapeTree or Client premises, at any time.
- Reporting for work under the influence of, or when suffering from a hangover from alcohol, any intoxicant, any narcotic, any barbiturate, any amphetamine, any hallucinogen or any other stimulating or depressing drug.
- Striking or manhandling another person or fighting, while on GrapeTree or Client premises, at any time.
- Theft of any property on GrapeTree or Client premises, or theft of matter relating to employment.
- Willful abuse or deliberate destruction of GrapeTree or Client property, tools or equipment, or of any property on GrapeTree or Client premises, at any time.
- Gross insubordination – a willful and deliberate refusal to follow reasonable orders given by a member of management.
- Failure to respond to a complaint or provide written documentation within the timeframe requested.
- Violation of GrapeTree 's Equal Employment Opportunity Policy or Harassment Policy.

- Committing an immoral or indecent act while on GrapeTree or Client property, regardless of whether or not the act was committed during the employee's shift.
- Unwelcome sexual advances, requests for sexual favors, verbal or other physical acts of sexual or gender-based nature, including sexual orientation.
- Altering any employee time record, regardless of whether it is the employee's own record or that of another employee.
- Intentionally punching the time clock of another employee or having another employee punch their time clock.
- Conviction of any offense by a court of law which, in management's judgment, would make that employee undesirable for association with GrapeTree and its other employees.
- Drugs and/or alcohol use or impairment, or suspected use of drugs and/or alcohol
- Failure to notify GrapeTree of a conviction within 24 hours of decision.
- Being placed on any abuse registry.
- No-Show/Late Cancellation/Self Cancellation per policy.
- Threatening, intimidating, coercing or interfering with any person on GrapeTree or Client premises, at any time.
- Sleeping or failure to remain alert and orientated while on assignment on GrapeTree time.
- Arriving late for work, returning late from breaks/meals or early departure from work.
- Altering, defacing or removing governmental or GrapeTree notices and bulletins that are posted.
- Gaining unauthorized access to GrapeTree records and files, whether they are locked or otherwise.
- Violation of the smoking policy.
- Breach of Confidentiality.
- Handling or operating machines, tools or equipment, which do not come within the employee's authority.
- Careless or negligent use or operation of GrapeTree or Client tools or equipment.
- Failure to immediately report any injury or accident to management resulting from an on-the-job situation.

- Performing substandard work, both in quality and quantity, after having been instructed in proper procedure and technique.
- Unauthorized leave from the designated work area during a scheduled work period, including exceeding the time allowed for scheduled break or lunch period.
- Intentional recruitment of GrapeTree client employees to begin employment with for GrapeTree.
- Unauthorized distribution of literature in the work area or posting it on GrapeTree or Client property.
- Distraction of other employees, or causing confusion by unnecessary shouting, catcalls, whistling or demonstration while on GrapeTree or Client property.
- Engaging in horseplay, practical jokes, gambling, selling merchandise, solicitation or general loitering while on GrapeTree or Client property. This applies to non-shift time as well as shift time.
- Using profane, abusive or insensitive language on GrapeTree property or while representing GrapeTree in any manner on or off GrapeTree property, which in Management's opinion, does not promote a polished professional image or is offensive to clients, customers, guests or other employees.
- In addition, management reserves the right to terminate or discipline any employee as considered necessary in individual circumstances.

## **ACKNOWLEDGEMENT OF EMPLOYMENT GUIDE AND CONFIDENTIALITY STATEMENT**

I have read and understand GrapeTree Field Staff Guide. I agree to observe and follow the policies, practices and regulations specified during my employment with GrapeTree. No oral statements or representations can in any way change or alter the provisions of this guide.

I understand information regarding patients, employees, customers, as well as information about Clients and their data systems, is considered confidential. The inappropriate release of information regarding employees, patients and organizational systems will result in corrective action and in some cases termination.

I understand the importance of adhering to the confidentiality of all which I come in contact with while working for GrapeTree.

I understand that I may have access to confidential information about clients, patients, their families and clinical Clients.

I understand I must maintain the confidentiality of all verbal, written or electronic information and in some instances the information may be protected by law, such as state practice acts or other regulatory standards.

I have read this document in its entirety and understand its contents.