

# **ELIM CHRISTIAN SERVICES EMPLOYEE HANDBOOK**

AND THEN THEY CAME TO ELIM, WHERE THERE WERE TWELVE WELLS OF WATER...EXODUS 15:27



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## **MISSION STATEMENT**

**Elim Christian Services is a ministry  
which equips individuals with  
special needs to achieve  
their highest God-given potential**

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## **WELCOME**

As a new employee, you have joined a group of people who are committed to a service ministry. Elim promotes a caring, encouraging, and supportive atmosphere for the students, residents and clients we serve. Orientation is a continuous process which begins at the time you first hear about Elim and goes on as long as you are associated with Elim. We trust your work at Elim will be a positive experience as the Lord uses your skills and abilities.

We must all work together to keep the “Main thing” the “Main thing”! The mission of Elim is the banner of purpose to which we devote ourselves. We do it to the praise of God’s glory. That banner will be your blessing as you invest yourself in the life of Elim. May blessings be yours as you share your gifts in this ministry.



Bill Lodewyk  
President

## **BRIEF HISTORY AND BACKGROUND**

We call Elim a ministry instead of an agency. We consider our work an offering to God, not just services to individuals with disabilities. Many places serve people with disabilities, but Elim ministers to them with the love of God, encouraging individuals to reach beyond their human potential to their God-given potential.

### **Inspired by a Challenge**

When Reverend William Masselink brought his son Paul to school in 1947, he was told that Paul would not be allowed to enroll because he had Down syndrome. In an age when children with disabilities were hidden and misunderstood, this Chicago pastor saw an opportunity to remind us that “God’s strength is made perfect in weakness.”

An education for Paul, particularly a Christian one, seemed improbable, if not impossible. This was a challenge that inspired the Masselinks to try it on their own. Soon, Mrs. Masselink was teaching Paul and another boy in the parsonage of Second Reformed Church of Englewood. The Masselinks discussed their concerns with Rev. William Kok, of nearby First CRC, and together, they approached the Principals Club of the Chicago Christian schools and brought their concern for a Christian special education to the table.

### **Humble Beginnings in a Church Basement**

Other schools agreed that this would be a worthwhile experiment. Rev. Kok and Rev. Masselink promptly set up a Christian special education school in the basement of Second CRC. After one year,

teachers Christine and Henrietta Van Der Laan packed up the kids, the station wagons, and set up at Rev. Kok's church, First CRC. They stayed for another year until the spring of 1950, when the Board hired Elim's first full-time administrator, John Kamp, and moved the school to an eight acre parcel of land in Worth, Illinois.

In the two-story farmhouse on that property, Kamp and his family occupied the top floor while lessons took place on the main floor. In these formative years, Elim's experiment rapidly blossomed into a full-fledged special education school. In 1952, the first wing of the school building was built. In 1953, Hope Cottage was built to house students from across the country.

### **The Children Grew into Adults**

By the late 60's Elim had educated hundreds of children. In 1969, Elim's Adult Services program began when three adult clients began performing contracted work, drawing their own paychecks. Since then, Adult Services has grown to serve approximately 200 adults who are given the opportunity to work and perform at a level that fits their skills and talents.

### **Beyond Elim's Walls**

The addition of the Discovery Network Services program in 1990 was in response to the need for special education services in nearby Christian schools. As the result of work by Dr. Gary Smits and Elim's Board, Discovery is Elim's first foray into ministry beyond its own walls. In line with Elim's other programs, Discovery Network Services has grown quickly, now meeting the needs of over 400 children with learning disabilities in 15 Christian schools throughout the United States. In 2005, Elim opened the new Discovery Educational Center in Oak Brook, Illinois to create a community-based diagnostic/tutorial center to assist children and adults in discovering their learning potential.

# **ELIM CHRISTIAN SERVICES EMPLOYEE HANDBOOK**

## **INTRODUCTION**

The policies and practices set forth in this handbook are the guidelines under which Elim Christian Services (“Elim”) functions. Staff members should obtain interpretations of Elim policies and practices from Human Resources, their Director, Vice President, and from the President as appropriate. Authority shall rest with the President for decisions on any interpretations not specifically outlined in this handbook. This handbook is not a contract of employment and should not be construed to promise any employee a right to continued employment with Elim. Unless covered by express written employment agreement, all employees are considered “at will.” This means you or Elim can end the employment relationship at any time, with or without cause. The terms of this Employee Handbook as well as other policies, procedures and benefits of employment may be changed, modified, or discontinued by Elim at any time, for any reason, without notice.

## **REVISIONS**

The policies may be revised from time to time by the Board of Trustees and may be done so unilaterally. These policies shall be reviewed at least annually. All revisions, unless otherwise indicated, shall become effective immediately.

## **MISSION STATEMENT**

Elim Christian Services is a Ministry which enables individuals with special needs to achieve their highest God-given potential.

## **VISION STATEMENT**

By God’s grace, Elim’s tradition of providing excellent services to children and adults with special needs, reinforced by investment in our facilities and staff development, will equip the ministry to be a resource center of best practices that expands our expertise and fosters hope to those served on this campus and beyond.

# SECTION I

## GENERAL EMPLOYMENT POLICIES

### CONDITIONS OF EMPLOYMENT

The Board of Trustees shall employ the President. Authority for employing all other staff shall be the responsibility of the President or his/her subordinates as set forth in job descriptions. Elim provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran in accordance with applicable federal, state and local laws. Elim complies with applicable state and local laws governing nondiscrimination in employment. The policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfers, leaves of absence, compensation and training. Prior to employment, the employee's supervisor will inform the prospective employee of the starting wage and work schedule. New employees shall receive a copy of the Employee Handbook and indicate in writing their agreement to abide by the terms of the Handbook.

### PERSONNEL RECORDS

Elim will maintain up-to-date personnel files on all employees. Employees are responsible to inform Human Resources of any changes in the following:

- |                        |                    |
|------------------------|--------------------|
| * home address         | * marital status   |
| * number of dependents | * telephone number |
| * emergency contacts   | * proper name      |

Employees may inspect their personnel records upon written request. If an employee disagrees with information contained in their personnel files, they have the right to submit a written statement explaining their position, and Elim is required to attach it to the disputed portion of the personnel record.

### JOB DESCRIPTIONS

All new employees will receive a copy of their job description prior to employment. The employee's supervisor will go over the details of the job description and answer any questions as a part of the employee's orientation process. Job descriptions will be reviewed and revised as necessary. Each time the job description is updated, the employee will receive a copy for his/her review. A copy of the most current job description will be kept in the employee's personnel file.

### INTRODUCTORY PERIOD

Each newly hired, rehired, in-house transferred or promoted Elim employee is an introductory employee for the first 90 calendar days. This time period will be used as a learning period, at the end of which the individual's supervisor will review the employee's performance and set goals for the future. All applicable benefits will accrue during this period. At all times, before and after the 90 day introductory period, the employee retains the status of an "at will" employee.

### MEDICAL EXAMINATIONS

**Initial**

All new staff members and volunteers are required to have a physical examination prior to performing their employment duties including a Tuberculin test, and, if necessary, a chest x-ray. Essential function testing will be required as part of the physical examination. New staff physical exams must be completed through the Elim approved occupational health center.

**Subsequent**

All staff and volunteers are required to have a physical examination including a tuberculin test, and, if appropriate, a chest x-ray, at least every two years following their initial examination. Elim will provide this service at no cost to the employee through our occupational health center. Employees that prefer to use their own doctor can do so at their own expense providing that the Elim examination form is completed and signed by their physician.

**EMPLOYEE STATUS**

<b>STATUS</b>	<b>REQUIREMENTS</b>	<b>BENEFITS</b>
FULL-TIME	Minimum of 1,675 scheduled hours and 42 weeks per year Special Education Teachers/ Professional Support Staff (Working 100% of regular school year)	Vacation, Holidays, Sick Leave, *Medical/Dental/Life/Disability Insurance, Pension Plan *Eligible for Single, Spouse, Child or Family coverage
PART-TIME A	More than 1,000 hours and less than 1,675 regularly scheduled hours per year	Sick Leave, Medical/Dental/Life/ Disability Insurance, Pension Plan
PART-TIME B	Less than 1,000 hours regularly scheduled per year	Not Eligible

**Change in Status**

When an employee changes their status by an increase or decrease in scheduled hours, adjustment of benefits will take effect the first of the month following the transition date. This includes all benefits listed above.

**EMPLOYEE ORIENTATION PROGRAM**

All new staff members will receive an orientation to Elim and their specific work area and tasks within 30 days of their hire date. The immediate supervisor of the new employees is responsible for completing the pertinent topics of orientation. A form is signed by the employee documenting the completion of such orientation.

**COMPENSATION POLICIES****Hours of Work**

The work week is from 12:00 A.M. Sunday to 12:00 midnight Saturday. Pay dates are every other Friday. Checks will include pay for all of the time worked during the previous two work weeks. Regular working hours vary by services. Each employee is informed of his/her working hours by their supervisor. Hourly employees will be required to sign their time sheets and return them to their supervisor.

**Employee Attendance of After-Hour Functions**

Employees are expected to attend after-hour agency or department functions as planned by administration. If attendance is required for after-hour functions, non-exempt employees will be compensated for duties performed.

### **Breaks & Meal Periods**

Breaks and lunch times are scheduled by each supervisor. Breaks and lunch can be taken as schedules allow, but should not be eliminated to shorten the work day. The Illinois “One Day Rest in Seven Act” (820 ILCS 140/3) states that ‘every employer shall permit its employees who are to work for 7-1/2 continuous hours or longer, at least 20 minutes for a meal period beginning no later than 5 hours after the start of the work period.

### **Overtime**

Overtime is defined as hours worked (not including vacation, sick, personal time, workers compensation, and holidays) in a week in excess of 40 hours for the work week.

### **Shift Differential**

An additional \$1.00 an hour is paid for hours worked between 10:30 p.m. to 6:30 a.m.

### **Job Classifications**

Elim places employees into one of two classifications, based on compensation level and position. This classification is consistent with the Fair Labor Standards Act and other applicable state laws. The job requirements of all positions are periodically reviewed in order to determine whether a position is exempt or non-exempt with respect to mandatory overtime pay.

**Exempt** – (not eligible for overtime pay)

**Non-Exempt** – (eligible for overtime)

### **Payroll Deductions**

Your earnings and payroll deductions are shown on a voucher with your check. Any questions, corrections or concerns about your paycheck should be directed to the Finance Office.

### **Wage Increases**

Wage increases may be given dependent on funding and Board approval of the budget.

## **PERFORMANCE EVALUATIONS**

It is the responsibility of the direct supervisor to evaluate each employee on an annual basis. The evaluation must be reviewed with the employee. The original will be kept in the employee’s personnel file. If the employee disagrees with an evaluation, he/she may indicate this on the evaluation form and attach comments. These differences should be discussed with the evaluator. If the differences cannot be resolved between the employee and the evaluator, the grievance procedure may be followed or the employee can his/her written position placed in his/her personnel file.

## **EMPLOYEE TRANSFERS AND PERMANENT ASSIGNMENT CHANGES**

An employee’s work schedule, working conditions and/or job description may occasionally need to be changed due to changes in agency growth, development or enrollment. Elim has the authority to make such assignment changes or to transfer employees to positions within Elim for which the employee is qualified. Such assignment or involuntary transfer will only be done after consultation with the affected employee and after consideration of the needs of the agency and the qualification for the position. An employee has the following options available at the time of such changes:

1. Accept changes.

2. Transfer to another work area (if lateral position is open at the time).
3. Follow established grievance procedure.

## **PROMOTIONS**

It is Elim's policy to consider all current employees when filling vacant positions. All positions will be posted on the agency posting boards for one week. Elim gives first consideration to present employees who meet the qualifications of the position.

## **REHIRING OF FORMER EMPLOYEES**

When there is a break in service from Elim of less than 180 days, benefits will continue as though there was no break in service. Vacation and sick time will not accrue during the break in service.

## **EMPLOYMENT ANNIVERSARY DATES**

The Board of Trustees considers years of experience important to the stability of Elim's program. The Board of Trustees will annually recognize employees for years of service, effective in the year of an employee's anniversary date. All recognition for the year will be done at a Staff Appreciation event.

## **SEPARATION OF EMPLOYMENT**

Exit interviews may be conducted by Human Resources upon notification of separation of employment. Exit interviews are designed to assist Elim and the employee in the transition process. Employees are expected to submit resignations in writing.

# **SECTION I**

## **AGENCY STANDARDS AND RULES**

### **SMOKING POLICY**

No smoking is permitted on Elim Christian School buildings or grounds or in any vehicle owned by Elim.

### **SEXUAL HARASSMENT POLICY**

Elim is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, Elim expects that all relationships among persons at Elim will be business-like and free of bias, prejudice and harassment. A complete copy of the harassment policy can be found in Appendix 2 (page 33).

### **VICTIMS ECONOMIC SECURITY AND SAFETY POLICY**

The Victim's Economic Security and Safety Act (known as "VESSA") provides an employee who is a victim of domestic violence, or who has a family or household member who is a victim of domestic violence, with up to twelve (12) weeks of unpaid leave per any (12) month period to address issues arising from domestic or sexual violence. Please see Appendix 3 (page 37) for the complete policy.

### **TRANSPORTATION POLICY**

Employees are to use Elim vehicles in lieu of personal vehicles when conducting Elim business. In the event that an Elim vehicle is not available and an employee uses his/her personal vehicle to transport enrollees, the employee's auto insurance is primary and Elim's insurance provides secondary coverage. This gives appropriate coverage with the understanding that the vehicle is

adequately insured by its owner. There is an Elim transportation policy which is implemented by the Transportation Manager.

### **PROTECTION OF COMPANY AND EMPLOYEE PROPERTY**

Liability for damage to employee vehicles on Elim property is not the responsibility of Elim, unless the damage is caused by Elim. Any personal property brought to or left at Elim will be the sole responsibility of the individual, not of Elim. This includes radios, stereos, items used and left in rooms, etc. The parking lot at Elim is provided for your convenience. Elim is not responsible for loss or damage to employee's vehicle or property.

### **COMPUTER AND INTERNET USE**

The goals of this policy are to outline appropriate and inappropriate use of Elim's Internet resources, including the internet, e-mail, FTP (file transfer protocol) and general computer use. Your account provides you with access to networks around the world through these services. Use of these services is subject to the following conditions.

#### **Appropriate Use**

Individuals at Elim are encouraged to use the Computer and Internet to further the goals and objectives of Elim. The types of activities that are encouraged include:

1. Communicating with fellow employees, business partners of Elim, and clients within the context of an individual's assigned responsibilities;
2. Acquiring or sharing information necessary or related to the performance of an individual's assigned responsibilities;
3. Participating in educational or professional development of activities or research.

#### **Inappropriate Use**

Personal computer and Internet use will not interfere with others' use of the Computer and Internet. Users will not violate the network policies of any network accessed through their account. Computer and Internet use at Elim will comply with all Federal and State laws, all Elim policies, and all Elim contracts. This includes, but is not limited to, the following:

1. The Internet may not be used for illegal or unlawful purposes, including, but not limited to, copyright infringement, obscenity, libel, slander, fraud, defamation, plagiarism, harassment, intimidation, forgery, impersonation, illegal gambling, soliciting for illegal pyramid schemes, and computer tampering (e.g. spreading computer viruses).
2. The Internet may not be used in any way that violates Elim's policies, rules, or administrative orders including, but not limited to, [any applicable code of conduct policies, etc.]. Use of the Internet in a manner that is not consistent with the mission of Elim, misrepresents Elim, or violates any Elim policy is prohibited.
3. Individuals should limit their personal use of the Internet. Elim allows limited personal use for communication with family and friends, independent learning, and public service. Elim prohibits use for mass unsolicited mailings, access for non-employees to Elim resources or network facilities, competitive commercial activity unless pre-approved by Elim, and the dissemination of chain letters.
4. Individuals may not view, copy, alter, or destroy data, software, documentation, or data communications belonging to Elim or another individual without authorized permission.
5. In the interest of maintaining network performance, users should not send unreasonably large electronic mail attachments.

6. No software shall be installed on any computer without the permission of a supervisor.
7. Instant messaging not permitted.
8. Printing is only permitted for work related information.
9. You must get permission from a supervisor to download any program that is not work related.
10. Use of the computer for profit commercial activities, including advertising and sales.
11. Use of the computer to substantially threaten or actually disrupt the educational process or interfere with the rights of others at any time, either during school days or after school hours.
12. Use of the computer to forge or alter electronic messages or to use an account owned by another user.

### **Failure to Comply**

The use of Elim's Internet account is a privilege, not a right.

Violations of this policy will be treated like other allegations of wrong doing at Elim. Allegations of misconduct will be adjudicated according to established procedures. Sanctions for inappropriate use of the Internet may include, but are not limited to, one or more of the following:

1. Temporary or permanent revocation of access to some or all computing and networking resources and facilities;
2. Disciplinary action according to applicable Elim policies up to and including discharge;
3. Legal action according to applicable laws and contractual agreements;

### **Monitoring and Filtering**

Elim may monitor any Internet or email activity occurring on Elim equipment or accounts. Elim currently does employ filtering software to limit access to sites on the Internet. If Elim discovers activities which do not comply with applicable law or departmental policy, records retrieved may be used to document the wrongful content in accordance with due process.

### **Disclaimer**

Elim assumes no liability for any direct or indirect damages arising from the user's connection to the Internet. Elim is not responsible for the accuracy of information found on the Internet and only facilitates the accessing and dissemination of information through its systems. Users are solely responsible for any material that they access and disseminate through the Internet.

We encourage you to use your Internet access responsibly. If you have any questions or concerns regarding use of the internet, please contact the IT Department.

### **PERSONAL ACTIVITIES DURING WORK TIME**

Staff may not be concurrently engaged in child or family care, personal business or errands, personal hobbies, or any other pursuit which would diminish their effectiveness in the provision of necessary and appropriate programming, including ensuring the safety and well-being of those in their care. Personal activities are prohibited during work time. Cell phones are to be used only during lunch and break periods unless the employee is conducting Elim business.

### **REIMBURSED EXPENSES**

Elim will reimburse an employee for any expenses that they incur on behalf of Elim. All expenses must be approved by the employee's supervisor and be accompanied by a receipt. Reimbursements must be submitted by the first week following the month in which they were incurred. Employees

are expected to use an Elim vehicle when available. If an employee must use their own vehicle, mileage will be reimbursed at the current IRS suggested rate.

## **GRIEVANCE PROCEDURE**

In working together from day to day, it is normal for employees to occasionally have problems or complaints affecting their work-related activities. It is important to work out a solution to these problems as quickly as possible. It is Elim's view that most problems can be resolved through informal discussions between the employee and the department supervisor. You are encouraged to work out your work-related problems with your immediate supervisor. If you are not satisfied with the outcome, you may wish to use a more formal process – the grievance procedure – to seek a solution.

### **What is a grievance?**

A grievance is a formal complaint against a person, decision, or situation related to employment at Elim.

### **What is Elim's Grievance Procedure?**

Elim's Grievance Procedure is a formal process to address day-to-day complaints/concerns.

### **Who can file a grievance?**

All employees are eligible to file a grievance. You may exercise your right to file a grievance without fear or retaliation, harassment or negative impact on your employment relationship. Grievances are confidential and included in your confidential file.

### **What can I file a grievance about?**

Many types of complaints can be addressed through the grievance procedure. Disciplinary actions and policy violations are the most common complaints filed. Employee concerns regarding unfair treatment may also be grieved.

### **When do I file a grievance?**

The grievance procedure has time limitations, which are outlined at each stage of the process. These time limits may be extended if both parties agree to the additional time needed. The most important time restriction to remember is that your grievance must be filed within 14 calendar days from when you know about the situation causing your complaint.

### **How do I file a grievance?**

At first you may want to talk to your supervisor about your complaint/problem and try to resolve the matter in the department where you work. This step does not have to be in writing. If this conversation does not solve the problem or if you wish to present your claim in writing, you may use a grievance form. You may pick up a copy of the form at your HR Resource Center in your area. Please complete the appropriate sections of the grievance form and present it to your immediate supervisor. For questions about the grievance procedure, please contact Human Resources.

## **Process**

**Step 1: Informal Resolution** – You and your supervisor are encouraged to resolve your grievance at this step. No form is required.

**Step 2: Formal Grievance** - (go to Step 3 if grieving a termination) – to be filed within **14** calendar days from knowledge of the incident causing the grievance. The written grievance is considered filed

when it is submitted to the next level above your immediate supervisor. If you do not resolve your grievance at Step 2, you may advance the grievance to Step 3.

**Step 3: Formal Grievance** - to be filed within 7 calendar days following the response at Step 2. The written grievance is considered filed when it is submitted to the next level above the person addressed in Step 2.

You may obtain a form to report a grievance from the HR Forms bin in your staff lounge or by accessing one from the HR Forms directory or by requesting one from Human Resources. This form is required.

### **PERSONAL APPEARANCE**

All Elim employees are expected to project a professional image. They are to be dressed and groomed appropriately in accordance with these guidelines:

1. All aspects of dress should be neat, clean and modest. Styles of hair, clothing, makeup and jewelry should be generally acceptable. Clothing that promotes alcoholic beverages, tobacco, the use of controlled substances, violence, contains sexual references, is of a disruptive nature or contains offensive printing or pictures will not be allowed. Tattoos that are offensive must be covered.
2. All shirts and blouses must cover midriff, back, sides and all undergarments, including bra straps, at all times. All shirts, tops, and dresses shall have sleeves and cover the shoulders. Spaghetti straps are not allowed.
3. Pants should fit so that undergarments or bare skin are not evident. Sweat pants, stretch pants or flannel pants are not allowed unless specific duties require this type of dress and are approved by the supervisor.
4. Dresses, skirts, pants and shorts/skortts must be no shorter than 4 inches above the knee. These articles may not be ripped torn, slit or contain holes to expose underwear or skin, nor may they be see-through.
5. Employees may not wear pierced jewelry anywhere other than in the ears.
6. Safe and appropriate footwear must be worn. Direct care staff must wear shoes that cover the toes, must have at least a back strap, and must not have a heel larger than two inches. Inappropriate footwear includes, but is not limited to, roller skate shoes, bedroom slippers or flip-flops.

Enforcement of this policy shall be left up to the discretion of the Director. He or she will counsel the individual employee regarding suitable, appropriate, acceptable, and professional dress. Staff failing to follow the dress code will be subject to disciplinary action up to and including discharge.

### **CONFIDENTIALITY**

Professional evaluation, staffing reports, case records, medical records, and other material and information relative to enrollees is never to be shared with anyone other than appropriate professionals, those individuals to whom we have been given specific approval to notify, and/or direct service staff persons.

### **CONFLICT OF INTEREST**

No employee shall have any interest in any outside commercial endeavor that would adversely reflect upon, or be perceived to conflict with the goals, purposes, and philosophy of Elim.

## **OUTSIDE EMPLOYMENT**

Employees must inform Human Resources if they have outside employment (second job) when an injury has occurred. Failure to report outside employment may jeopardize employment.

## **NEPOTISM**

Relationship to another individual employed by the organization shall not constitute a bar to hiring, promotion or reappointment, provided that no employee shall be under the direct supervision of a related individual. Elim retains the right to refuse to appoint a person in a position in the same department, whereby his/her relationship to another employee may create an adverse impact on supervision, safety, security, morale, or involved potential conflict of interest. Individuals should not be employed in a department, which will result in a direct subordinate-supervisor relationship. "Relationship" is defined as individuals related by blood, marriage, adoption [e.g. father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister, a person an employee intends to marry, or with whom the employee intends to form a household, or any other person having the same legal residence as the employee. Employees hired prior to the adoption of this policy (September 2008) are exempt.

## **STAFF INJURY/ILLNESS/EMERGENCY PROCEDURE**

Elim has established a specific injury/illness/emergency procedure to insure proper treatment and prompt notification of injuries and illnesses. Staff will be required to present paperwork that shows that they are fit to perform the job responsibilities and/or necessary accommodations. A complete listing of this procedure for work related injuries is contained in Section III under the heading of Workers Compensation. It is important that all incidents are promptly reported to a supervisor and that an injury/illness report is completed immediately upon occurrence. Failure to report an injury may result in disciplinary action.

## **DRUG-FREE WORKPLACE**

It is Elim's policy to provide a safe, healthy and drug-free work environment. Please see Appendix 6 (page 47) for a complete copy of Elim's Drug-Free Workplace Policy.

## **CORPORATE CODE OF ETHICS**

Elim has a Corporate Code of Ethics that is given to employees as a model for employee behavior. This Code of Ethics expresses the ethical standards that Elim expects of its employees and should not be construed as a promise or right to continue employment with Elim. Please see the Appendix 5 (page 42) for a complete copy of Elim's Code of Ethics.

## **ORGANIZATIONAL CHART**

A copy of Elim's organization chart is available upon request.

# SECTION III

## BENEFITS

### BENEFITS

Only Full-Time (FT) and Part-Time A (PTA) employees are eligible for Elim benefits. All Elim employees must have the approval of their supervisor for time off (paid or unpaid).

### ATTENDANCE POLICY

When Elim is open for business, all employees are expected to be on the job on time. Any individual absence due to weather conditions or similar circumstances will be charged to accrued vacation time or deducted from pay. The employee's supervisor may determine if the employee will be allowed to make up lost time within the same work week.

### SICK LEAVE

- Time must be used in 1-hour increments.
- Pay for sick leave is computed on normal work hours scheduled (maximum of 8 per day) at wage rate of primary position. (Hours worked include regular, overtime, sick, vacation and holiday pay hours.)
- Employees can only use sick time accrued prior to the current pay period.
- The employee is responsible for notifying his/her supervisor prior to the start of this shift.
- Sick time cannot be used during break periods.
- Medical appointments may be approved as sick leave.
- Sick leave will be granted to those employees who are required to care for an immediate family member (parents, spouse, children, brother, sister and stepchildren).
- Maximum accrual is 480 hours.
- Sick time for FT and PTA employees will accrue at a rate of .03846/hour.

Sick days are not days to which an employee is automatically entitled and will not be paid upon termination. Verification from a medical doctor who is not a relative will be required whenever an employee is absent for three or more consecutive days and may be required for shorter periods. FT employees who exhaust their sick leave will be charged vacation to cover their absence and will be required to bring in a note from a doctor. Any employee who may have an injury or illness which may affect their ability to perform their job will be required to bring in a return to duty form. Sick leave will be granted to those employees hospitalized during a scheduled vacation.

### PERSONAL DAYS

- PTA staff receive 12 hours/yr
- FT staff receive 16 hours/yr
- Personal time cannot be used for tardiness, during scheduled breaks, or consecutively with vacation time.
- Staff must make arrangements in advance with their supervisor to use personal time.
- School staff will be compensated for unused personal time at the end of the calendar year as follows:
  - \* Hourly school staff who have personal time remaining at the end of the calendar year will be compensated at their hourly rate on the next pay period.

\* Salaried school staff who have personal time remaining at the end of the calendar year will receive \$100/day or \$50/half day on the next pay period.

Personal time is awarded in January each year. New hires will receive their personal time following 6 months of employment. Unused personal time does not carry over to the following calendar year. Personal days will be paid upon termination.

## **VACATION**

FT employees are eligible for vacation and it is accrued based on the following schedule:

Time at Elim	Accrual Rate	Maximum Rollover
0 – 5 Years	.03847	80 Hours
Over 5 Years	.05769	120 Hours
VPs & Directors		160 Hours

- Time must be used in 1-hour increments with a maximum of 8 hours for a day.
- Employees can only use vacation time accrued prior to the current pay period.
- All vacation time needs to be approved by a supervisor prior to the absence.

All vacation time in excess of one year's accrual cannot be carried into the next calendar year. On January 1, employees exceeding one year's accrual will forfeit the excess hours. Upon termination, any remaining vacation balance will be paid out. Pay for vacation is computed on normal work hours scheduled per day at the wage rate of primary position held not to exceed 8 hours per day. Vacation time is accrued on regular, overtime, sick, vacation and holiday pay hours.

## **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

Elim will provide confidential and voluntary assistance to all employees and their family members who may be faced with dynamic challenges of financial concerns, legal issues, alcohol or drug problems, marital problems, illness of a family member, emotional worries, child care problems, etc.

### **Application**

Employees and family members can refer themselves to the EAP. The program may be reached 24 hours a day on weekdays and weekends.

EAP counselors are available to meet with employees or family members to assess a problem and develop a plan for resolution. The counselors may suggest a referral to an outside resource, such as a therapist, agency, physician, treatment facility or other professional that would be appropriate to assist in resolving the problem or situation. Where an employee may be in need of information, a referral or suggestion may be made over the telephone. There is no charge for employees or their families to use the services of the EAP.

Employees who need to visit the EAP during regular work hours must use sick, vacation or personal time. If illness is involved, sick, vacation and/or personal time may be used for treatment or rehabilitation on the same basis that it is granted for other health problems.

The EAP counselors will make every effort to coordinate referral for ongoing treatment with the employee's health insurance coverage as well as his/her ability to pay.

When an employee's job performance or attendance is unsatisfactory or there appears to be signs of other problems during the work day, the supervisor should counsel the employee in consultation with the Director of Human Resources or designee with an end toward resolving the situation. If the employee appears to be unable or unwilling to correct the situation, s/he may be referred to the EAP to assist in the resolution of the problem. Depending on the situation, the employee may accept or refuse participation in the EAP. However, there may be situations where continued employment at Elim may be contingent upon the employee calling the EAP for assistance.

Participation in the Elim's EAP Program does not jeopardize job security or promotional opportunities. However, it does not excuse the employee from following Elim policies and procedures or meeting required standards for satisfactory job performance except where specific accommodations are required by law.

**Reminder:** All contact between an employee and the EAP is held strictly confidential. In cases where an employee's continued employment is contingent upon calling the EAP, the EAP counselor will only verify whether or not the employee has contacted the EAP and, if ongoing treatment is necessary, that the employee is following through on the treatment.

### **SCHOOL CONFERENCE & ACTIVITY LEAVE**

Staff who have children in primary or secondary school may receive an additional 8 hours of unpaid school visitation time per school year after accrued vacation and personal time have been exhausted. The employee will be required to present documentation of the visit.

### **ORGAN DONOR LEAVE ACT**

Full-time employees who have been employed at least 6 months are eligible to receive up to 30 days paid leave in any 12-month period for organ or bone marrow donation. The donor leave is used for the recuperation period after donating an organ or bone marrow. Eligibility for taking donor leave shall begin on the date of the procedure. Employees who desire to use such leave must apply in writing ten working days prior to the procedure or as soon as possible after the employee is informed of the date of the procedure. Such application shall be made to Human Resources using the standard Request for Time Off form. Please indicate "Donor Leave" and type of donation (kidney, liver or marrow) on the form. A Physician or Health Care Certification form must be provided to Human Resources within ten days of the procedure in order to receive the paid donor leave. Failure to provide certification will result in the denial of the previously submitted request. An employee may work a reduced schedule during any portion of the donor leave, subject to medical authorization by the employee's attending physician. Employees will be considered in active pay status and continue to accrue benefits during the donor leave. If donor leave is exhausted, accrued sick and vacation time will be used.

### **HOLIDAYS**

Full-time employees are entitled to the following holidays:

New Years Day*	Memorial Day	Thanksgiving Day	Christmas Day*
Presidents Day	Independence Day	Day after Thanksgiving	New Years Eve*
Good Friday	Labor Day	Christmas Eve*	

\*The scheduled days are determined on an annual basis by Administration.

Employees must work the scheduled day before and after the holiday in order to receive holiday pay. Employees will also be paid for the holiday if a vacation day has been approved prior to the holiday or if the employee presents a doctor's excuse explaining their absence from work. Pay for holidays

and the above possible “no work days” is computed on normal work hours scheduled per day not to exceed eight hours and per wage rate of primary position held. Employees who work on holidays are automatically paid at the time and one-half rate.

### **FAMILY AND MEDICAL LEAVE**

Elim has a Family and Medical Leave Policy in compliance with Federal and State regulations. Specific rules and procedures for implementation of the policy are included in Appendix 4 (page 38).

### **MILITARY LEAVE**

A temporary leave will be granted with pay equal to the difference between regular earnings and military pay for active military duty. Such a leave will not interfere with vacation benefits. A temporary leave of two weeks will be granted for training and refresher courses required by membership in the National Guard or other units of the Armed Forces. Such a temporary leave will not interfere with length of service but will require use of vacation time.

### **JURY DUTY LEAVE**

- Time off for jury duty will be allowed with pay equal to a regular day’s earnings.
- Employees will be required to turn in proof of their attendance at jury duty to their supervisor by the end of the pay period in which the leave was taken.

### **BEREAVEMENT LEAVE (Funeral)**

- Full-time and Part-time A employees may be granted three days paid leave for the death of a primary immediate family member.
- The primary immediate family shall consist of parents/guardians, parents-in-law (bereavement for in-laws should be given only for current in-laws), stepparents, spouse, children, brothers and sisters.
- These three days of bereavement should also be given to a person who has lost someone for whom they were the primary caregiver.
- Employees may be granted one day paid leave for the death of a secondary family member. The secondary family members shall consist of brother-in-law, sister-in-law, grandparents, grandparents-in-law, grandchildren, stepchildren, nieces, nephews, uncles and aunts.
- Exceptions for other emergency leave may be granted with administrative approval.  
\*Personal days, if available, can be used for additional days beyond what the bereavement policy covers.

### **OTHER LEAVES OF ABSENCE**

Leaves of absence for other reasons may be granted with the prior approval of the immediate supervisor. If the employee’s job classification is one Elim cannot feasibly leave temporarily vacant, or fill by hiring a temporary replacement, the employee shall be permitted after the leave has ended to return to the employee’s former position or a comparable position (comparable meaning same status and pay) if such position is available, or, if no position is open, to be placed on a preferential recall list so that when positions do become available, the employee will be given priority over other applicants provided the employee makes such application. Elim may have positions that it cannot leave vacant or fill by hiring a temporary replacement.

## **MEDICAL/DENTAL/LIFE INSURANCE**

All Full-Time and Part-Time A employees are eligible for medical, dental and life insurance benefits. Dental insurance is included in the cost of the health insurance premium and cannot be purchased separately. Eligible employees will receive life insurance even if they are not a member of the health/dental plan. Benefits begin on the first day of the month following employee's start date. The specifics on the coverage of these plans are available in the Human Resources Office.

## **FLEXIBLE SPENDING ACCOUNTS**

All Full-Time and Part-Time A employees are eligible to participate in the flexible spending plan. This plan allows an employee to put away pre-tax money for eligible medical and dependent care expenses not covered by the insurance plan. This plan is based on a calendar year (January through February). You do not have to be enrolled in Elim's health plan to participate in the flexible spending program. Additional details are available in the Human Resources Office.

## **DISABILITY INSURANCE**

Disability insurance is provided for all Full-Time and Part-Time A employees as follows:

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

The short-term disability benefit provided by Elim is a fully insured plan for income replacement for employees unable to work due to illness, pregnancy or injury.

**Eligibility:** All FT and PTA employees are eligible for coverage on the first of the month following their start date. Employees who are unable to work due to illness, pregnancy or injury (other than a self-inflicted injury) are eligible. The employee has a 30 day waiting period during which time any available sick and vacation time will be used. An employee receiving workers' compensation or disability pay under any other policy is ineligible for this benefit. To be eligible for continued disability benefits, the employee must not engage in outside employment and is expected to avoid activities that may delay recovery and return to work.

**Medical Certification:** The employee must provide medical certification of the disability and all information required by the insurance provider. Employees are responsible for requesting a claim form from Human Resources and submitting the completed form to HR. The insurance provider will make all determinations on benefit qualifications.

**Benefit Payment:** The short-term disability benefit is 66 2/3 % of employees pre-disability earnings up to a maximum of \$1000/week. The maximum benefit period is 20 weeks/year. The benefit is taxable income. Members are not required to contribute a part of the premium for this coverage.

**Return to Work:** The employee must return to work as soon as permitted by his or her health care provider. The employee must submit a fitness-to-return-to-duty clearance to Human Resources.

A copy of the policy is available in the Human Resources Office.

### **Long-Term Disability**

If employee's disability continues after six months, the employee will receive 66 2/3 percent of his/her salary through the insurance plan up to a maximum of Two Thousand Dollars (\$2,000.00) per month. If an employee believes he or she may be eligible for this benefit, they should contact Human

Resources and request a claim form. A full copy of the policy is available in the Human Resources Office.

## **WORKERS COMPENSATION**

Employees are our most valuable resource at Elim. Therefore, it is our goal to promote an accident-free work place. Safety is everyone's responsibility. We encourage you to be safety conscious at all times and to be responsible for your own safety as well as the safety of your co-workers.

Occasionally, despite our best efforts, an accident will occur. The following information will assist you in your recovery process. All injuries that take place on the job must be reported immediately to the individual's supervisor by the completion of an injury form. An employee who is injured on the job will be paid through the end of the workday in which the injury took place. After that, the employee will be eligible for workers compensation benefits. An employee will be required to use sick time for the three days that are not covered by the insurance. Failure to report an injury in a timely manner may result in disciplinary action.

### **What is Workers' Compensation?**

Workers' Compensation is a program designed to cover the costs incurred by individuals who have been injured in the course of employment. If you qualify for workers' compensation, a claims representative will explain the level of benefits to which you are entitled. These benefits vary from state to state, but generally, they cover any medical expenses that have been generated, as well as a portion of your lost wages if you are unable to return to work.

### **Reporting the Injury and Obtaining Medical Treatment**

When an injury occurs, report it immediately, no matter how minor the incident might be. Your supervisor will assist you in obtaining appropriate medical treatment. Your supervisor will provide any required paperwork or forms. He/she can help you to complete those forms should you need assistance. You are responsible for making sure that you thoroughly complete the Staff Injury Report and bring it to your supervisor.

The physician may indicate that in order to return to work, you must work within temporary restrictions. Follow the restrictions carefully, both at home and at work, to avoid re-injury. Elim has implemented a return-to-work program to assist injured employees with re-entry to the work place.

### **Transitional Duty Return-to-Work**

Because our employees are responsible for the success of this ministry, we are committed to offering our injured employees active and continue participation in the work force during their rehabilitation process, whenever possible. It is the policy of Elim to provide employees who are temporarily restricted from performing some of their regular job due to a workplace injury/illness, an opportunity to return to the workplace and contribute whenever possible. Our Return-to-Work Program provides an opportunity to gradually return to regular work and allows time for reconditioning to the demands of the job. You may be offered temporary transitional work, either in your job or in a different job. The job requirements will be coordinated with your supervisor and your physician. Temporary transitional work is used for a specific time period, and is designed to help employees reach their pre-injury status in a safe and timely manner.

At times, injured employees who are working on restricted duty must attend physician's or physical therapy appointments. Please consult with your supervisor with regard to scheduling of these appointments.

## **Employee Rights and Responsibilities**

Employees on transitional work do not forego their rights as an Elim employee and are expected to abide by all Elim policies and procedures. While on transitional duty, the employee will earn the same base wage rate as that of their pre-injury position, and they will continue to accrue sick, vacation and holiday time as provided under the applicable policies. The employee must notify Human Resources of all scheduled and unscheduled absences. Employees are also subject to all applicable employment policies and procedures while on transitional duty. They are expected to participate in all treatment that is reasonably essential to promote their recovery, including but not limited to, keeping all scheduled appointments with occupational health care providers. Non-compliance may result in an interruption of benefits and could jeopardize employment.

Any and all changes in the employees' restrictions and transitional work status must be reported to Human Resources immediately with the appropriate documentation. Elim reserves its ability to exercise its rights in accordance with applicable state laws regarding an employee's diagnosis, treatment plan and status.

We as an employer would like to let you know that we will cooperate in the utmost in your recovery process so as to help expedite a complete recovery from your injury and a successful return to work. In order to help facilitate this mutually beneficial outcome, you will be expected to abide by the following criteria during your absence from work.

1. **Telephone Contact:** You are required to contact Human Resources at least once every two (2) weeks to advise us of your current status.
2. **Personal Contact:** You are required to come into the company personally to speak with a member of the Human Resource Department regarding your progress at least once a month.
3. **Documentation:** For the period of time that you are absent from work and recovering from your injury, we require that you supply written documentation from your treating physician (Restricted Duty Form) documenting the need for you to be off of work or on restrictions every two (2) weeks. This information can be sent directly to the Human Resource Department, but it is your responsibility to confirm that it has been received.
4. **Availability of Restricted Duty Work:** Elim has a policy of accommodating restrictions on a temporary basis as is appropriate to help expedite a successful return to work. Attached is a letter to your healthcare provider and the organization's Restricted Duty Form and we would ask that you provide this document to your physician and discuss this information at your next appointment so as to help expedite a successful return to work in our temporary transitional work program.

As your employer we will provide the following for you:

- A. Provide restricted duty work
- B. Assist in helping to insure prompt delivery of all workers compensation benefits including disability pay and medical care
- C. Job protection and accommodation

## **RETIREMENT PLAN**

Elim's retirement plan is managed by TIAA/CREF. The Retirement Annuity (RA) can provide you with income during your retirement. Participation in the plan is voluntary. Details on this plan are available in the Human Resources Office. The employer match is subject to change. Currently, Elim will match your contribution up to 4%.

Status	Eligibility Requirements
Full-Time	1 year of service (21 years of age)
Part-Time A	1 year of service (21 years of age)

Elim offers an optional annuity program to all employees called a Supplemental Retirement Annuity (SRA). The SRA plan is not matched by Elim and is comprised of employee contributions only. Employees are eligible to participate in this plan immediately upon hire. All tax shelter annuity programs defer income tax payments until retirement when tax requirements are less, or upon withdrawal.

### **Why Should I Participate?**

No matter what your age, savings for retirement is a long-term proposition because you may be working and saving for three or four decades to finance a retirement that may last as long as 30 years...or even more. Clearly, this kind of commitment demands a different approach than for your short-term financial goals, like buying a car or planning a vacation. An effective strategy for the future requires a patient attitude, tempered by an understanding of the long-term nature of retirement investing. At TIAA-CREF, this long-term perspective, combined with a real understanding of both domestic and international markets, is at the foundation of their investment management concept.

### **Key Decision Making Factors**

There are three key factors to consider in making your allocation decision:

1. Your retirement goals and strategy
2. Your other savings and investments
3. Your attitude toward investments and risk

### **Allocation Choices**

Keeping these factors in mind, you will have a variety of allocation choices available to you from very low to moderate risk.

## **AUTOMATIC BANK DEPOSIT OF WAGES**

Automatic bank deposit of payroll is available to all employees. Forms may be obtained from the Finance Department. Changes must be requested 2 weeks prior to the next pay date. Payments will be made directly into the employee's designated account on the day of payroll. The employee will receive a pay stub with all pertinent information.

## **CONFERENCES/WORKSHOPS**

Elim recognizes the value of staff participation in conferences and workshops that are relative to one's profession. Plans for attendance are based on the value of Elim in having staff participation and also on an individual employee's professional commitment. Staff who attend conferences are expected to return with information which can be shared with others to benefit Elim's services. All participation is subject to supervisor approval.

## **TUITION REIMBURSEMENT**

Elim supports a learning environment. We encourage employees to improve proficiency in their present jobs, prepare for advancement and consider their own personal growth. All full time employees who hold a position that requires at least a bachelor's degree are eligible for tuition reimbursement after one year of service at Elim, unless otherwise required by the agency. Benefits for staff that are not full-time will be pro-rated. Elim will reimburse staff personnel for academic work beyond the undergraduate college level when the following criteria are met:

1. The course leads to an advanced degree which advances Elim's program.
2. The course leads to certification/licensure or additional certification/licensure which advances Elim's program.
3. The course meets a special need at Elim.

Total reimbursement may not exceed **\$3,000/per fiscal year**. Failure to receive a minimum grade of a "C" will require reimbursement from the staff member of all funding received. In return for tuition reimbursement, Elim will expect continued employment at the rate of two years of service following the completion of the last course. In cases of early termination of employment, the employee must repay 100% of the funds if the employee has not served for six months, 75% if they have not served one year and 50% if they have not served two years. If an employee has served two years, they will not be obligated to repay anything. To receive reimbursement, employee must furnish an original copy of the transcript showing proof of completion. Participating staff must sign an agreement setting forth these stipulations prior to any approval of funding.

### **Tuition Reimbursement Process**

1. Employee submits request with explanation to supervisor (Assistant Principal) to get approval that the coursework meets the requirements for tuition reimbursement.
2. Upon being approved the employee can enroll and pay for the course and attach receipt to reimbursement form along with a copy of the approval and submit to Kori Watanabe in School, Janine Giobbia- Pathways, and Julie Glotz - Crossroads.
3. Employee will be responsible for turning in grade to HR at the end of the course.

# **SECTION IV APPENDIX**

## **DISCIPLINARY POLICIES AND PROCEDURES**

Rules and regulations are essential to the efficient operation of Elim. A list of possible rule violations has been established for the guidance of all Elim employees. There may be violations outside of this list. The violations are fundamental in nature and are designed for the convenience and protection of all. The rule violations are grouped into three categories based on severity of the offense. The penalties for each group are listed following that group. Penalties vary in severity from a written warning to immediate termination. A combination of any three rule violations shall be just cause for termination. Rule Violation Groups are guidelines only and Elim reserves the sole right to terminate employment of any employee whose rule violations are considered by Elim to warrant such action. All notices of violation must be in writing and copies must go to the personnel file and the employee. The violation may be brought to the attention of the President at the Director's discretion.

**The following rule violation groups are guidelines only and Elim reserves the right to terminate employment of any employee whose rule violations are considered by Elim to warrant such a penalty.**

Unless covered by express written employment agreement, all employees of Elim are considered ‘at will.’ This means you or Elim can end the employment relationship at any time, with or without cause, and without prior notice, for any reason not prohibited by law.

### **Group I Violations**

1. Stopping work before time specified in job description.
2. Loitering or loafing during working hours.
3. Leaving your area during working hours without supervisor’s approval.
4. Repeated failure to be at work area ready to begin work at starting time.
5. Repeated tardiness. (Being late more than 1 time in a pay period.)
6. Smoking, except in designated areas and at designated times.
7. Failure to report occupational injuries or diseases to your supervisor.
8. Posting or removing notices, signs, or writing in any form on public bulletin boards on Elim property without permission of the Director.
9. Willful neglect, mishandling, or damaging of equipment or other materials.
10. Excessive absenteeism (time off in excess of accrued time) not covered by FMLA.
11. Use of the telephone for personal reasons.
12. Inappropriate language or gestures.
13. Failure to obtain periodic exams required by Elim for continued employment.
14. Consuming or taking food prepared for enrollees.

### **Penalties for Group I Violations**

1<sup>st</sup> Offense: Writing warning.

2<sup>nd</sup> Offense: Written warning and/or suspension for a period of up to 5 working days without pay.

3<sup>rd</sup> Offense: Possible termination of employment.

### **Group II Violations**

1. Threatening, intimidating, or disrespectful treatment of fellow employees or enrollees on the premises at any time for any reason.
2. Reporting for work under the influence of alcoholic beverages or controlled substances.
3. Insubordination. (Not following supervisor’s directives.)
4. Violation of Elim safety practices which endangers oneself or others.
5. Sleeping or being inattentive on the job.
6. Violating confidentiality of records/information.
7. Speeding or careless driving of vehicles on Elim’s property or while conducting Elim business.
8. Violation of written rules and policies of Elim not included in this list.
9. Unauthorized altering or falsifying of records.
10. Failure to report injuries of enrollees to the appropriate person.
11. Soliciting or collecting contributions for any purpose on Elim’s time without permission. There is to be no solicitation for funds within Elim that would cost them money or time.
12. Any treatment of enrollees in violation of Elim’s Behavior Management Policy.
13. Unauthorized use or distribution of medications or drugs.

14. Deliberate destruction or damage of Elim property, tools, machines, equipment, or property of fellow employees in any manner.
15. Distribution of literature for other organizations or causes in areas open to the enrollees or public unless it is for the benefit and treatment of the individuals we serve.
16. Failure to successfully complete responsibilities as stated in job description.
17. Failure to notify supervisor(s) of absence and/or have appropriate approval.
18. Using Elim time or property to conduct business other than for Elim.

**Penalties for Group II Violations:**

- 1<sup>st</sup> Offense: Written warning and/or immediate suspension for a period of five working days or more without pay.
- 2<sup>nd</sup> Offense: Termination of employment.

**Group III Violations**

1. Concerted or deliberate restriction of output (slowdown, delaying other workers).
2. Theft of property of Elim, enrollees or other employees.
3. Possession of or drinking of alcoholic beverages on Elim property or in vehicles at any time.
4. Willfully falsifying application for employment or other data requested by Elim.
5. Immoral conduct or indecency on Elim property and/or while representing Elim or done so publicly as to possibly damage Elim's good name.
6. Overstaying a leave of absence without notification/approval of Department Director.
7. Possession, use or distribution of illegal drugs or controlled substances.
8. Proven criminal activity that jeopardizes Elim/employee relationship because of the nature of the crime in relation to job requirements.
9. Possession of firearms or other weapons on Elim's property.
10. Physical, verbal, or psychological abuse of enrollees, employees, or others affiliated with Elim.
11. Use of sick leave based on false claims of illness, injury and/or falsification of proof to justify such sick leave is cause for dismissal.

**Penalties for Group III Violations:**

1<sup>st</sup> Offense: Cause for immediate termination of employment without any warning. In any case where you feel the discipline is unfair, you may utilize the grievance procedure. This policy is not selective in nature and applies to all individuals employed.

**SEXUAL HARASSMENT POLICY**

Elim is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, Elim expects that all relationships among persons in the office will be business-like and free of bias, prejudice and harassment.

**Equal Employment Opportunity**

It is the policy of Elim to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, age, disability, marital status, citizenship or any other characteristic protected by law. Elim prohibits any such discrimination or harassment.

## **Retaliation Is Prohibited**

Elim encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of Elim to investigate all such reports. Elim prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include: training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as Elim determines appropriate under the circumstances.

## **Definitions of Harassment**

1. Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: (1) submission to such conduct is made either explicitly or implicitly a term or a condition of the individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objectives or pictures; and other physical, verbal or visual conduct of a sexual nature.

2. Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, sex, sexual orientation, national origin, age, disability, marital status, citizenship, or any other characteristic protected by law or that of his/her relatives, friends or associates, and that: (i) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping, threatening, intimidating, or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on Elim's premises or circulated in the workplace.

## **Individuals and Conduct Covered**

These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to Elim.

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business related social events.

## **Reporting an Incident of Harassment, Discrimination or Retaliation**

Elim encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with their Supervisor, Human Resources, or the President. See Complaint Procedure described below.

In addition, Elim encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. Elim recognizes that an individual may prefer to pursue the matter through informal or formal procedures.

## **Initial Procedure**

If for any reason an individual does not wish to address the offender directly, or if such action does not successfully end the offensive conduct, the individual should notify his/her Supervisor, Human Resources, Vice President or President, who may, if the individual so requests, talk to the alleged offender on the individual's behalf. In addition, there may be instances in which an individual seeks only to discuss matters with one of the Elim designated representatives, and such discussion is encouraged.

An individual reporting harassment, discrimination or retaliation should be aware, however, that Elim may decide it is necessary to take action to address such conduct beyond an informal discussion. This decision will be discussed with the individual. The best course of action in any case will depend on many factors, and therefore, the informal procedure will remain flexible. Moreover, the informal procedure is not a required first step for the reporting individual.

## **Formal Procedure**

As noted above, individuals who believe they have been the victim of conduct prohibited by this policy statement or believe they have witnessed such conduct, should discuss their concerns with their Supervisor, Human Resources, Vice President or President within 180 days after the discrimination or harassment took place. Elim encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of retaliation, discrimination or harassment will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigation process to the extent consistent with adequate investigation and appropriate corrective action.

If a party to a complaint does not agree with its resolution, that party may follow Elim's grievance procedure.

### **Legal Protection**

The Illinois Human Rights Act protects employees from sexual harassment in employment and protects enrollees from sexual harassment in higher education. The law is enforced by the Illinois Department of Human Rights.

### **Conclusion**

Elim has developed this policy to ensure that all its employees can work in an environment free from harassment, discrimination and retaliation. Elim will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that at any complaint in violation of such policies will be investigated and resolved appropriately.

Any employee who has any questions or concerns about these policies should talk to the Human Resources or a member of Administration.

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of Elim prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, and privileges of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

# Illinois Department of Labor

## Victims' Economic Security and Safety Act

(Public Act 93-0591)

Effective: August 25, 2003

**The Victims' Economic Security and Safety Act (known as "VESSA") provides an employee who is a victim of domestic violence, or who has a family or household member who is a victim of domestic violence, with up to twelve (12) weeks of unpaid leave per any twelve (12) month period to address issues arising from domestic or sexual violence.**

An employee may take VESSA leave to:

1. Seek **medical attention** for, or recovery from, physical or psychological injuries caused by domestic or sexual violence to the employee or employee's family or household member;
2. Obtain **victim services** for the employee or employee's family or household member;
3. Obtain psychological or other counseling for the employee or the employee's family or household member;
4. Participate in **safety planning**, including temporary or permanent relocation or other actions to increase the safety of the victim from future domestic or sexual violence; or
5. Seek **legal assistance** to ensure the health and safety of the victim, including participating in court proceedings related to the violence.

VESSA leave may be taken intermittently or on a reduced work schedule. Elim will require employees to use accrued vacation, personal, and sick leave for the 12-week period.

### Notice and Certification Requirements

The employee shall provide the employer with at least 48 hours' advance notice of the employee's intention to take leave, except in such cases where it is not practicable to provide such notice. If an unscheduled absence occurs, the employer may not take action against the employee if the employee provides certification within a reasonable period after the absence.

Employers may require certification that VESSA leave is to be taken for one of the purposes enumerated above and that the employee or employee's family or household member is a victim of domestic or sexual violence. An employee may satisfy such a certification requirement by providing a sworn statement of the employee and:

- Documentation from a victim services organization, attorney, member of the clergy, or medical or other professional from whom the employee or the employee's family or household member has sought assistance;
- A police or court record; or
- Other corroborating evidence.

Employers must maintain the confidentiality of all information pertaining to the use of VESSA leave, notice of an employee's intention to take VESSA leave, and certification provided by the employee.

### **Required Posting**

Employers must post a notice in their workplace summarizing the requirements under the Act. Copies of this notice may be acquired by contacting the Illinois Department of Labor or by downloading the notice from the agency's home page (<http://www.state.il.us/agency/idol>).

### **Jurisdiction**

VESSA applies to employers with 50 or more employees, the State of Illinois, and any unit of local government or school district. All employers subject to the **Act** must be in compliance as of August 25, 2003.

### **Prohibitions**

Employers are prohibited from interfering with, restraining, or denying an employee's attempt to exercise any rights under the Act. Specifically, employers are prohibited from discharging, harassing or otherwise discriminating against any employee with respect to compensation, terms, conditions, or privileges of employment, or retaliating against an employee in any form or manner.

### **Enforcement**

The Illinois Department of Labor administers and enforces the provisions of this Act. The Department has the power to conduct investigations in connection with the administration and enforcement of this Act. Any employee who believes his or her rights under this Act have been violated may, within three (3) years after the alleged violation occurs, file a complaint with the Department.

### **Penalties**

If an employer is found to have violated the Act, the Department may require the employer to:

- Pay damages equal to the amount of wages, salary, employment benefits, public assistance, or other compensation denied or lost with interest;
- Provide equitable relief, including but not limited to, reinstatement, promotion and reasonable accommodations; and
- Pay reasonable attorney's fees, expert witness fees, and other costs of the action.

Any employer who has been ordered by the Director of Labor or the court to pay damages and who fails to do so within 30 days after the order is entered is liable to pay a penalty of 1% per calendar day to the employee for each day of delay in paying the damages to the employee.

For more information, contact:

**Illinois Department of Labor**  
**160 North LaSalle Street, Suite C-1300**  
**Chicago, Illinois 60601**  
**(312) 793-6797**

<http://www.state.il.us/agency/idol>

## **FAMILY AND MEDICAL LEAVE POLICY**

### **Covered Employer**

Employer must employ 50 employees.

### **COVERED EMPLOYEE**

To be eligible for leave under the Act, an employee must have worked for Elim

- 1) For at least 12 months (need not be consecutive), and
- 2) For at least 1,250 hours (approximately 24 hours per week) during the year preceding the start of the leave.

The employee must be employed at a work site where the employer employs at least 50 employees within a 75 mile radius to be eligible under the Act.

### **Calculating The Twelve Month Period**

An eligible employee is entitled to take up to 12 weeks of FMLA leave in any 12 month period. The 12 month period begins when the employee starts the leave and is measured forward from there.

### **When Leave May Be Taken**

- A. For the birth, adoption, or foster placement of a child.
- B. To care for a spouse, son, daughter, or parent with a serious health condition.
  1. Parent-in-laws are not encompassed within this definition.
  2. Serious health condition is an illness, injury, impairment or physical or mental condition which involves:
    - a. In-patient care; or
    - b. Continuing treatment by a Health Care Provider.  
Continuing treatment includes a period of incapacity due to 1) pregnancy, 2) a chronic serious health condition, 3) to receive multiple treatments, 4) that is permanent or long term due to a condition for which treatment may not be effective; or 5) requiring absence from regular daily activities, of more than three consecutive calendar days, that involves continuing treatment by (or being under the supervision of) a health care provider.
  3. Son or daughter is defined as biological, adopted or foster child, stepchild, legal ward or child of a person acting as a parent, who is either; under 18 years of age or 18 years of age or older but incapable of self-care because of a mental or physical disability (or defined by the ADA).
- C. Due to serious health condition that makes the employee unable to perform work functions.
- D. To permit a spouse, son, daughter, parent or next of kin to care for a member of the Armed Forces , including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. (Eligible for up to 26 work weeks of leave.)

### **Prerequisites for FMLA Leave Entitlement**

1. Notice Requirement. An employee requesting FMLA leave must provide 30 days advance notice if the leave is foreseeable. If 30 day notice is not applicable, the employee must give notice as soon as possible under the circumstances

2. No Written Notice Requirement. Employee need not provide a written notice to Elim that employee asserts his/her rights under FMLA or even mention the FMLA when the employee takes an absence from work.
3. Employer Must Inquire. Elim must make inquiries that are necessary to determine if FMLA leave is being sought by employee.
4. Form of Notice. Employee can furnish FMLA notice in person, by telephone, fax, or other electronic means, or through an employee's representative.

### **Medical Certification**

Elim may request medical certification if the employee requests leave due to a serious health condition for oneself or a family member. Elim will give written notice to the employee of a requirement for medical certification within two business days after leave is requested. Elim will provide the U.S. Department of Labor Form WH-380 for medical certification. The employee must furnish the medical certification within fifteen days of Elim's request. Elim may request (at their expense) a second medical certification from the employee. If the first and second certifications are conflicting, Elim may request a third, binding, medical opinion. In the case of foreseeable leave, if the employee fails to provide timely certification, Elim may delay the taking of leave until the required certification is provided. In the case of unforeseeable leave, the employee must furnish certification within fifteen days or as soon as possible under the circumstances.

### **Intermittent Leave**

Elim will allow employees to take leave intermittently when medically necessary. Where intermittent or reduced schedule leave is requested for foreseeable planned medical treatment, Elim may require the employee to temporarily transfer to another position of equivalent pay and benefits that better accommodates recurring leave periods. Additionally, such unpaid intermittent or reduced leave schedule may be provided without affecting the employee's otherwise exempt status under the Fair Labor Standards Act (FLSA). For example, an employer may dock an exempt employee for a partial day without affecting the employee's exempt status, if he or she takes leave during part of a workday for medical treatment or to care for a sick family member.

### **Intermittent Leave for Elementary and Secondary Instructors**

Under the special provisions, if an employee who is an instructor takes a foreseeable leave for the planned medical treatment of the employee or a family member, and the employee would be on leave for more than 20% of the working days in the period the leave would cover, Elim may require the employee to either: 1) take leave for periods of specific duration not to exceed the duration of the planned leave, or 2) transfer temporarily to an alternative position with equivalent pay and benefits that better accommodates recurring periods of leave.

### **Leave Near the End of An Academic Term**

If an instructor takes a leave near the end of an academic term, Elim may, depending on the duration of the leave and the time remaining in the term, require the instructor to continue taking leave until the end of the term.

### **FMLA Leave Paid or Unpaid**

Elim will require employees to use accrued vacation, personal, and sick leave for the 12-week period under the Act.

## **Spouses Employed by the Same Employer**

If spouses work for Elim, the Act provides that they are entitled to an aggregate of twelve weeks of leave per twelve month period for child care or to care for a sick parent.

## **Reinstatement**

Equivalent Position:	An employee is entitled to be returned to the same position that the employee held prior to FMLA leave, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.
Equivalent Conditions:	An employee must be reinstated to the same geographically proximate work site where employee had previous been employed. If the original work site has been closed, the employee must be treated as though he/she has not been on leave when the work site closed.
Equivalent Pay:	An employee is entitled to any unconditional pay increases which may have occurred during the FMLA leave period, including any cost of living increases.
Return To Work:	an employee who returns to work for at least 30 calendar days is considered to have returned to work.

## **Employer's Reinstatement Obligations**

### **Employee No Longer Qualified (Delay of Reinstatement)**

If an employee is no longer qualified for the position because employee has failed to attend a necessary course, renew a permit, have a certain number of training hours, etc., as a result of the leave, the employee shall be given a reasonable opportunity to fulfill those conditions upon returning to work. The employee will be informed of the amount of time considered to be reasonable given the particular circumstances.

### Key Employee

Elim can deny reinstatement to a key employee if such denial is necessary to prevent substantial and grievous economic injury to Elim.

Key Employee:	A key employee is defined as a salaried employee who is within the 10% of Elim's highest paid employees, includes salaried and non-salaried, eligible and ineligible employees within a 75 mile radius of the facility.
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Substantial and Grievous Economic Injury: Whether reinstating the key employee to employment will cause substantial (severe) and grievous economic injury to Elim's operations, not whether the absence of the employee will cause such injury.

## **Maintenance of Health Benefits**

Elim is required to maintain health insurance during the unpaid FMLA leave. Health insurance benefits must be maintained at the same level which would have been provided to the employee had he/she not taken leave. If an employee fails to return to work after leave, Elim may recover the premium paid by Elim for the period of unpaid leave, unless failure to return is due to circumstances beyond the employee's control such as continuation of a serious health condition causing need for leave. An employee who returns to work for 30 days is considered to have returned. Elim is not required to maintain any other benefits during the leave period, however, Elim

will provide for full and unconditional reinstatement of those benefits (benefits employer provides to other employees) upon restoration of employment.

**Prohibitions**

Employer: The Act provides that it is illegal for an employer to deny, restrain, or interfere with the exercise of any right provided by the Act; or discriminate against or discharge any person for complaining about any practice under the Act.

Other Individuals: It is illegal for any person to discharge or in any way discriminate against any person (whether or not an employee) because that person has made or supported an FMLA claim.

# CORPORATE CODE OF ETHICS

## MISSION STATEMENT

Elim Christian Services exists as a ministry to give glory to God by  
Esteeming individuals with disabilities as children of God  
Equipping them to recognize and fulfill God's purpose for their lives, and  
Developing their abilities to their fullest potential.

### Vision Statement

Following our Lord's example of ministering to those in need Elim strives to provide the highest quality services to individuals with disabilities to promote their physical, emotional, mental, and spiritual development through:

- a highly committed and dedicated workforce
- state of the art educational and habilitation programs
- diverse vocational training and competitive employment opportunities
- top quality residential services for children

### Principles

In our efforts to be Christ-centered Elim conducts, its services within the historic context of the Reformed faith. Each individual is recognized as being created in the image of God and with a unique purpose. One's value or esteem is derived from his or her status as a child of God. Purpose in one's life is discovered in a personal relationship with Jesus Christ. Discerning the Lord's will for one's life and responding in obedience brings one fulfillment and joy. As affirmed in the Bible, an individual should be challenged to develop skills and abilities in order to provide for one's care and sustenance. Yet in our belief that people are eternal beings the success and value of one's life is much greater than his or her level of independence or autonomy. Elim strives to assist individuals with disabilities to discern their God-given talents, gifts, and calling and then assisting individuals in developing and utilizing these gifts, talents and calling to their fullest potential. To this end Elim is committed to providing individuals opportunities that allow them to grow and develop and make choices as integrated members of their community.

### Core Values

**Respect:** All individuals are to be treated with dignity and respect. Services will be provided with utmost care and professionalism. Conflicts will be addressed promptly and professionally. The needs of those with whom we work and serve will be placed above our own. "Do nothing out of selfish ambition or vain conceit, but in humility consider others better than yourselves." Philippians 2: 3

**Integrity:** Promises will be kept. Commitments will be honored. "Simply let your 'yes' be 'yes' and your 'no', 'no'; anything beyond this comes from the evil one." Matthew 5:37

**Trust:** We will speak truthfully and deal honestly with one another. Confidences shall be maintained. Privacy will be honored. Personal conflicts will be resolved and criticisms delivered privately. "Now it is required that those who have been given a trust must prove faithful." 1 Corinthians 4:2

**Honor:** We will carry out our responsibilities with the love, commitment, and compassion of our Lord, Jesus Christ, bringing Him honor and glory. “Whatever you do, work at it with all your heart, as working for the Lord, not for men.” Colossians 3:23

**Service:** We will minister to the needs of the individuals in our care to the best of our abilities and in a manner that instills dignity and honor. “Whoever wants to be great among you must be your servant, and whoever wants to be first must be slave of all.” Mark 10:43 “Now that I your Lord and Teacher, have washed your feet, you also should wash one another’s feet.” John 13:14

#### **CODE OF ETHICS – FINANCIAL PRACTICES**

- All financial practices of Elim shall be handled in accordance with the applicable federal, state, and local laws.
- All financial matters shall be conducted within the standards of commonly accepted, sound financial management practices.
- All financial matters that fall within the purview of Elim’s financial management policies shall comply with those policies.
- All financial matters covered by Elim's bylaws shall be handled in accordance with those bylaws.

#### **CODE OF ETHICS – MARKETING ACTIVITIES**

- Marketing activities are part of Elim accountability to the public.
- Marketing activities/efforts shall always respect the dignity and privacy rights of those receiving services.
- Marketing activities will never knowingly mislead or misinform the public or misrepresent Elim
- Marketing activities will uphold the integrity of Elim so as to merit the continued support and trust of the public.

#### **CODE OF ETHICS – TREATMENT OF COMMUNITY MEMBERS**

- Community members must always be treated with respect and dignity.
- Requests for information from community members are responded to in a timely manner.
- Concerns or complaints from the community are addressed.
- Input is solicited from the community and is considered in a respectful manner.

#### **CODE OF ETHICS – BOARD OF TRUSTEES**

##### **•The Principle of Fidelity to the Mission of Elim Christian Services**

Trustees should use their authority and best efforts justly to promote the integrity and fulfillment of the mission of Elim, and to keep that mission alive by interpreting its meaning over time in light of changing circumstances. Trustees will ensure their adherence to Elim’s Christian purpose and philosophy.

##### **•The Principle of Service**

Trustees should ensure that high quality services and education are provided at Elim in an effective and ethically appropriate manner. Trustees will serve with enthusiasm for the goals of the institution.

##### **•The Principle of Effective Oversight**

Trustees should create and govern policy and deploy resources in ways that enhance service and quality of life for those associated with Elim.

##### **•The Principle of Stewardship**

Trustees should sustain and enhance the financial integrity of Elim as an institution, as an effective organization for the delivery of high quality services and education, and as a moral and Christian community.

## EMPLOYEE CODE OF ETHICS

The Code of Ethics expresses the ethical standards that Elim expects of its employees and should not be construed as a promise or right to continued employment with Elim. Employees found in violation of these stated codes will be subject to disciplinary actions as outlined in the Employee Handbook.

### **Responsibility to Students/Clients**

- I shall not discriminate against or refuse services to students/clients admitted to Elim.
- I shall not use my relationships with students/clients to further my own interests.
- I shall assist students/clients admitted to Elim to the best of my ability and if I am unable to provide the appropriate help
- I shall refer the students/clients to another staff member at Elim who can appropriately help the students/clients.
- I shall not abuse or neglect students/clients.
- I shall evidence a genuine interest in all students/clients being served and do hereby dedicate myself to their best interest and to helping the students/clients help themselves.
- I shall value the input of the students/clients and use the input to better serve their needs.
- I shall be mindful of any attitudinal, architectural, and communication barriers that may impede the delivery of services to students/clients and take necessary steps to remove identified barriers.

### **Responsibility to Maintain Confidences**

- I shall respect the privacy of all students/clients enrolled at Elim and shall hold in confidence all information obtained in the course of professional service. I shall disclose such confidences only:
  - (1) As mandated by law;
  - (2) To prevent a clear and immediate danger to a person or persons;
  - (3) As outlined in department handbooks.
- I shall abide by Elim's regulations regarding the storage or disposal of students/clients records in ways that maintain confidentiality.
- I shall possess a professional attitude which upholds confidentiality toward students/clients, colleagues, applicants and any sensitive situations arising within Elim.
- During and after my employment relationship with Elim, I shall maintain student/client and co-worker confidentiality.

### **Responsibility to Other Elim Employees**

- I shall respect the rights and views of my fellow employees and treat them with fairness, courtesy, and in good faith.
- I shall be aware of my potential influence on students and co-workers and will not exploit their trust.
- I will make every effort to avoid dual relationships that could impair my professional judgment.
- I shall not engage in or condone any form of harassment or discrimination.
- I shall respect the confidences of my co-workers.
- When I replace an employee or am replaced, I shall act with consideration for the interest, character, and reputation of the other employee.
- I shall extend respect and cooperation to employees of all departments.

- I shall not assume responsibility for the students/clients of a co-worker without appropriate consultation with that co-worker and in accordance with department regulations.
- If I assist the student/client of an employee during a temporary absence or emergency, I shall serve those individuals with the same devotion and consideration as that afforded any individual.

### **Responsibility to Elim**

- I shall work to improve the effectiveness and efficiency of services provided by Elim.
- I shall act to prevent and eliminate discrimination in work assignments.
- I shall use the resources of Elim only for the purposes for which they were intended.
- I shall maintain respect for Elim's policies, procedures and management decisions.
- I will carefully consider the public perception of my professional actions and the effect my actions could have on Elim's reputation in my community and elsewhere.

### **Responsibility to Remain Professional**

- I have a total commitment to provide the highest quality of care to those who seek the services of Elim.
- Because of my ability to influence and alter the lives of others, I shall exercise special care when making professional recommendations.
- I have a continuing commitment to assess my own personal strengths and limitations.
- I shall strive to become and remain proficient in the performance of my job functions.
- I shall act in accordance with the highest standards of integrity.
- I shall not attempt to diagnose, treat, or advise on problems outside the recognized bounds of my competence.

## **DRUG-FREE WORKPLACE POLICY**

### **Purpose**

It is the policy of this organization to provide a safe, healthy and drug and alcohol-free work environment. The organization also recognizes that its own health and future are dependent upon the physical and psychological health of its personnel.

### **Prohibitions**

The unlawful manufacture, distribution, possession or use of a controlled substance is prohibited on all organization premises, in any Elim owned or leased motor vehicle, or any other location at which the employee is to perform work. Elim will not hire or retain any individual who uses or possesses any illegal drug, in any amount and regardless of frequency. Employees who test positive will be suspended from further employment until such time the employee is deemed rehabilitated or tests negative. However, Elim's first responsibility is to the organization and if the position needs to be filled immediately, the employee may be deemed terminated and the position filled by another employee. Even though the organization may pay for pre-employment, random, reasonable suspicion or post-accident testing, the organization shall not pay for rehabilitation and/or any aftercare testing as a result of rehabilitation.

1. The drugs tested for are marijuana, cocaine, opiates, phencyclidine (PCP) and amphetamines. An employee shall not consume any of these controlled substances or derivatives thereof, while on or off duty. No employee shall consume or be under the influence of alcohol while on duty.
2. No employee shall report for work or drive while impaired by alcohol or any controlled substance. In addition, an employee shall not perform their duties within four hours after using alcohol prior to reporting for work.
3. An employee may use a substance administered by or under directions of a physician only if advised that the substance will not affect their ability to safely perform their job.
4. Any employee who sells or otherwise dispenses illegal drugs to others on Elim premises, in or from a Elim owned or leased motor vehicle, is subject to immediate termination.
5. Nothing herein shall restrict Elim from conducting more stringent or additional controlled substance and/or alcohol testing.

### **Searches**

Elim may conduct reasonable searches for illegal drugs on Elim premises or in Elim owned or leased motor vehicles.

1. No employee at any worksite or in any Elim vehicle or leased vehicle, will possess any quantity of any controlled substance, lawful or unlawful, which in sufficient quantity could result in impaired performance.
2. The only exception being a substance administered by or under the direction of a physician.
3. Searches of employees and their personal property may be conducted when there are reasonable grounds to believe the employee is in violation of this policy.
4. All employees are expected to cooperation in such searches. An employee's refusal to cooperate, or consent to such searches may result in disciplinary action including termination.

### **Testing**

Elim will require drug & alcohol testing in accordance with all applicable Guidelines for Federal Workplace Drug Testing Programs. The types of drug and alcohol tests to be performed are pre-employment, random, reasonable suspicion/cause, post-accident, return to duty and follow-up.

1. Prior to the first time an employee performs work for an employer, the employee shall undergo a pre-employment drug test. Alcohol pre-employment tests are not required.
2. Elim reserves the rights to a random pick upon their request in addition to their normal random picks and may choose to have more than the required percentage rate tested in a given year.
3. Elim shall require an employee to submit to an alcohol and/or drug test when they have reasonable suspicion to believe that the employee has violated the prohibitions of the drug-free workplace. Elim's determination that reasonable suspicion exists to require the employee to undergo an alcohol and/or drug test must be based on specific, contemporaneous, describable observations concerning the appearance, behavior, speech or body odors of the employee. The observations may include indications of the chronic and withdrawal effects of controlled substances.
4. Any employee suspected of drug or alcohol use as a result of reasonable evidence upon reporting to work, during the workday or upon completion of his/her day's work, may be subject to a reasonable suspicion/cause drug and/or alcohol test. Refusal to submit to such test, as with any required test, will be considered the same as a positive test result, therefore, disqualifying the employee. Refer to the section on consequences of violation.
5. The required observations for alcohol and/or controlled substances reasonable suspicion testing shall be made by a supervisor.
6. A written record shall be made of the observations leading to an alcohol or controlled substance reasonable suspicion test, and signed by the supervisor or Elim official who made the observations, within 24 hours of the observed behavior or before the results of the alcohol or controlled substances tests are released, whichever is earlier.

### **Laboratory & Testing Essentials**

Only laboratories located in the United States that have been certified by Health and Human Services (HHS) under the National Laboratory Certification Program (NLCP) can be used for testing.

1. All drug testing is performed using the donor's urine specimen. One vial is collected, which is known as a single specimen collection.
2. Specimen collection procedures require using:
  - A designated collection site staffed with trained collection personnel.
  - Proper chain of custody documentation as well as integrity and identity of the specimen.
  - Privacy during collection.
  - Transportation to the laboratory.
3. For an initial drug test, a result that falls below the cutoff concentration is deemed a negative. If the result is at or above the cutoff concentration, a confirmation test must be conducted.
4. The confirmatory drug test is the second analytical procedure that is performed on the urine specimen. It is used to both identify and quantify the presence of a specific drug or drug metabolite. For a confirmation test, a result that falls below the cutoff concentration is deemed a negative. If the result is at or above the cutoff concentration, it is now a confirmed positive.

### **Drug Test Results**

A Medical Review Officer (MRO) will review all test results. This is a licensed physician who is responsible for receiving and reviewing lab results generated by Elim's drug testing program and evaluating explanations for certain drug test results.

1. Upon receipt of a positive test result, the MRO will discuss the results with the employee and present him or her with the opportunity to provide any documentation of legally prescribed medication that he or she is consuming.
2. For all positive results, the MRO will speak directly with the designated employee representative (DER) at Elim.
3. A DER is an employee authorized by Elim to take immediate action to remove employees from their duties or cause employees to be removed from these covered duties and to make required decisions in the testing and evaluation processes. The DER also receives test results and other communications for Elim.
4. The MRO transmits all results to the DER.
5. The results from all drug tests will become a part of the employee's file.

### **Drug Test Refusal**

A refusal to submit to a drug test is dictated within the following items:

1. Fail to appear for any test within 36 hours of notification by Elim.
2. Fail to remain at the testing site until the testing process is complete.
3. Fail to provide a urine specimen for any drug test required by this part.
4. In case of a directly observed or monitored collection in a drug test, fail to permit the observation or monitoring of your provision of a specimen.
5. Fail to provide a sufficient amount of urine when directed and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
6. Fail or decline to take a second test that Elim or the collector has directed you to take.
7. Fail to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER.
8. Fail to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector; behave in a confrontational way that disrupts the collection process).
9. As an employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

### **Breath Alcohol Tests**

A breath test measures the concentration of alcohol in the breath, which relates directly to the alcohol concentration in the blood. If the employee to be tested is also subject to a drug test, the BAT will do the greatest extent possible conduct and complete the alcohol test first.

### **Breath Alcohol Confirmation Test**

Following a screening test with a result of .02 or greater, a confirmation test must be performed to provide quantitative data about the alcohol concentration.

### **Alcohol Refusal**

A refusal to submit to an alcohol test is dictated within the following items.

1. Fail to appear for a test within a within 36 hours of notification by Elim.
2. Failure to remain at the testing site until the testing process is complete.
3. Fail to provide an adequate amount of saliva or breath for any alcohol test.
4. A physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure to provide an adequate amount of saliva or breath.
5. Fail to undergo a medical examination or evaluation, as directed by Elim as part of the insufficient breath procedures.

6. Fail to cooperate with any part of the testing process.

### **Consequences of Violation**

1. Suspensions, as a result of a positive controlled substance test, will be without pay and no seniority will accrue during suspension. If the employee is accepted back into the organization's employment after rehabilitation, he may be returned without seniority. Elim shall not be responsible for service fees for rehabilitation and any post-care testing.
2. Personnel testing positive a second time will immediately be terminated and shall not again be considered for future employment.

### **Referral, Evaluation & Treatment following a positive result**

Each employee who has tested positive for drugs and/or alcohol, has refused a test or adulterated a test shall be advised by their employer of the resources that are available in evaluating and resolving this problem. Such a program must be started within 5 days of notification of a positive result. If the employee fails to complete this program, he or she may be terminated.

1. A Substance Abuse Professional (SAP) must evaluate each employee who has engaged in conduct that is prohibited. The SAP will assess and determine what assistance, in education, treatment, follow-up testing and after-care that the employee needs in resolving problems that are associated with alcohol and/or controlled substance misuse.
2. If Elim permits the employee to return to work, the employee must take a return to duty test. This test cannot occur until after the SAP has determined that the employee has successfully complied with prescribed education and/or an alcohol test.
3. If the employee had a positive drug test, but the SAP's evaluation or the treatment program professionals determined that the employee had an alcohol problem as well, the SAP may require that the employee have return to duty and follow-up tests for both drugs and alcohol.
4. The SAP is the only person that determines the amount of tests that are necessary.
5. The SAP and Elim's HR Department monitor the employee's follow-up program jointly. This ensures compliance in all areas. All paperwork regarding the employee's program will be sent to the SAP and Elim.

The cost of a return to duty test, any follow-up tests, counseling as well as any SAP evaluations are performance of their job, not the responsibility of Elim. The employee is held accountable for any out of pocket expenses incurred as a result of treatment.

## **POLICY ON REASONABLE ACCOMMODATION UNDER THE ADA**

Elim is committed to making reasonable accommodation for a qualified individual with a known physical or mental disability as mandated by the ADA. Potential reasonable accommodation includes job restructuring, reassignment to a vacant position, part-time or modified work schedules, acquiring or modifying equipment or assistive devices, assistive technology, or aides and providing qualified interpreters.

First of all, Elim will review all job descriptions to determine the essential functions of the job. Upon learning of a candidate's disabilities, the supervisor will determine if the individual could perform the essential functions with accommodation. Next, the hiring supervisor will confer with the employee with regard to the type of accommodation that will enable the employee to perform the essential functions of the position. Part of this process includes evaluating whether an individual with a disability poses a direct threat to themselves or others. The following factors will be considered when making this decision: the duration of the risk; the nature and severity of the potential harm; the likelihood that the potential harm will occur; and the imminence of the potential harm.

Finally, Elim will assess if the accommodation will pose undue hardship. Undue hardship will be defined as significantly difficult or expensive. If the reasonable accommodation poses undue hardship, it will not be implemented. Undue hardship will be evaluated by assessing various factors, including the nature and net cost of the accommodation, the overall financial resources of the facility and the impact of the accommodation on the operation of the facility. Elim will not create a new position for the person with the disability or reallocate essential functions of the job. Any medical information that is obtained will remain confidential.

Elim will hold employees with disabilities to the same performance and conduct standards as other workers. If the worker engages in misconduct that warrants discipline, the disability will not be a reasonable excuse even if the conduct is related to the individual's disability.