



WELCOME TO BOUNDLESS NORTHEAST!

## **We are glad you are here!**

*Welcome to the Boundless family. Let me thank you in advance for your commitment and dedication to our agencies and the people we support. At Boundless, you will always be empowered to be your best and appreciated for what you do and for the excellence in how you do it. I am proud to be here as the CEO and look forward to our very bright, prosperous, and successful future.*

*-Patrick Maynard, CEO*

### Introduction

This personnel policies and procedures handbook applies to all Boundless Northeast Region (Boundless) employees and is intended to provide guidelines and summary information about Boundless' personnel policies, procedures, benefits, and rules of conduct. It is designed to provide information of a general nature. Specific policies and procedures may be communicated to you verbally or in the form of written procedure statements.

It is important that you read, understand, and become familiar with the handbook and comply with the standards that have been established. Please talk with your supervisor or a member of the HR team if you have any questions or need additional information.

It is not possible to anticipate every situation that may arise in the workplace or to provide information that answers every possible question. As a result, the Boundless leadership team (hereinafter "leadership") reserves the right to modify, supplement, rescind, or revise any policy, benefit, or provision from time to time, with or without notice, as it deems necessary or appropriate. **THIS HANDBOOK DOES NOT CONSTITUTE A CONTRACT OF EMPLOYMENT.**

### Objectives

Boundless recognizes that a personnel system that recruits and trains competent, dependable personnel is indispensable for the effective delivery of services to our clients. The policies and procedures set forth in this manual are designed to:

- Promote high morale and foster good working relationships among employees of Boundless by providing for the uniform application of personnel policies, equal opportunities for advancement, equitable compensation and benefits, and consideration of employee needs:
- Enhance the attractiveness of a career with Boundless and encourage each of its employees to give his or her best effort to Boundless and the persons served by Boundless.
- Encourage courteous and dependable service to the public and to the individuals enrolled in the programs.
- Provide fair and equal opportunity for qualified persons to enter and progress in their jobs based on merit and fitness as determined through objective and practical personnel management methods.
- Ensure that all operations and programs are conducted in an ethical and legal manner so as to promote the company's reputation as an efficient, progressive organization in the community and the state.

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## **SECTION ONE: EMPLOYMENT**

### 1.1. Equal Employment Opportunity

Boundless is committed to equal employment opportunities for all qualified persons, without regard to race, color, ancestry, national origin, sex, marital status, sexual orientation, gender identity, disability, medical condition or age, to the extent required by law. This applies to all employment practices, including hiring, promotions, training, corrective action, termination, and benefits.

We expect all employees to show respect and sensitivity toward all other employees and to Boundless' constituency and to demonstrate a commitment to equal opportunity objectives. If employees observe a violation of this policy, they should report it immediately to their supervisor, the human resources director, the Executive Director, or via email to: [hr@iamboundless.org](mailto:hr@iamboundless.org). Boundless will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. Violation of this policy may result in corrective action, up to and including termination.

### 1.2. Background Checks

Boundless performs pre-employment background checks and background checks on a recurring cycle during employment as required by the rules governing our agency. Performing background checks aids in the continued safety of the staff and consumers and also helps to provide a safe working environment. Pre-employment background checks are required for all candidates. The purpose of performing these checks is to determine and or confirm, within appropriate legal and professional limits, the qualifications and suitability of a job candidate for the particular position for which the candidate is being considered. Employment-related decisions utilizing pre-employment background checks are made in accordance with applicable law. All candidates shall be individually reviewed, and decisions made with respect to employment-based upon the totality of the candidate's qualifications and the results of the pre-employment background checks. The results of a pre-employment background check are confidential and are to be shared with employees of Boundless on a strict "need to know" basis.

A medical examination, TB test, and drug screen shall be required of all employees who work in direct contact with consumers upon employment.

Employees shall report to the human resources director, within fourteen (14) calendar days of being formally charged with, convicted of, or pleading guilty to a disqualifying offense under Section 5123:2-2-02 of the Ohio Administrative Code.

### 1.3 Certification, Licensure, and Registration

Employees of various positions are responsible for meeting professional, educational, and/or experience requirements in order to maintain the proper State required certifications, licensure, and registrations. Boundless may request that employees provide copies of current licenses or certifications. Questions regarding the certification, license, or registration required for specific positions should be directed to the employee's supervisor. Questions that cannot be answered at the supervisory level should be directed to the human resources manager.

All communication on certification requirements from staff should be channeled through the human resources

manager. The required fees for certification applications or coursework related to certification are the responsibility of individual staff members. Employees who have a change in their educational or certification status that may affect their salary or wage are responsible for providing the appropriate documentation to the human resources manager.

#### 1.4. I-9 Immigration Reform and Control Act of 1986

Boundless is committed to full compliance with federal immigration laws. We will not knowingly hire or continue to employ anyone who does not have the legal right to work in the United States. In accordance with federal law, at the time of hire and ongoing, as necessary, employees will be required to complete the I-9 Form providing documentation verifying their identity and legal authority to work in the United States.

#### 1.5. Employment-at-Will

Employment is with the mutual consent of the employee and Boundless. Consequently, both the employee and Boundless have the right to terminate the employment relationship at any time, with or without cause or advance notice. This employment-at-will relationship will remain in effect throughout employment with Boundless unless it is specifically modified by an express written agreement signed by the employee and the CEO. This employment-at-will relationship may not be modified by any oral or implied agreement. **THIS HANDBOOK DOES NOT CONSTITUTE A CONTRACT OF EMPLOYMENT.**

#### 1.6. Nepotism

The assignment of employees to facilities where another immediate family member or legal ward or guardian is employed or served will be discouraged. Any assignment of employees to such facilities shall be approved in writing by the CEO or designee.

Immediate family is defined for purposes of this policy as mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, person who resides in the employee's household, and any blood or marital relation of the employee, or any person legally standing in the place of a blood or marital relation.

No employee will be permitted to occupy a position with Boundless in which the employee would be a direct supervisor of, or directly supervised by, the employee's immediate family member. In the event that an employee through marriage or otherwise, occupies a position in violation of this policy, the CEO may transfer either or both employees to another job site or take other action to resolve the situation.

#### 1.7. Americans with Disabilities Act (ADA) and Reasonable Accommodation

In order to ensure that both the legal rights and environmental needs of employees who have disabilities are met, Boundless shall review periodically its policies and procedures which affect these employees. Such a review shall be conducted by the human resources manager. If it is determined that either the legal rights or environmental needs of employees who have disabilities are not being met, then the human resources manager shall make recommendations to the human resources director for appropriate changes in the policies and procedures.

It is the policy of Boundless to provide reasonable accommodation for the known physical or mental disabilities of otherwise qualified applicants for employment and employees unless the accommodation would cause undue hardship to the employer.

- An individual with a disability is any person who has a physical or mental impairment which substantially limits one or more of the person's major life activities, or a person who has a record of such an impairment, or a person who is regarded as having an impairment.
- A reasonable accommodation is a change to a job, the work environment, or the way things are usually done that allows an individual with a disability to apply for a job, perform job functions, or enjoy equal access to benefits available to other individuals in the workplace. The question of what accommodation is reasonable depends on the factual circumstances of each situation. For example, a reasonable accommodation may include permitting an individual with a disability to take an unpaid leave of absence, or request and receive an extension of a paid leave of absence where the employee has available accrued paid leave, to modify work schedules or the times when job duties are performed.
- Boundless may inquire into a qualified applicant's or an employee's ability to perform the essential functions of a position, with or without a reasonable accommodation. Employees who believe that they will be unable to perform the essential functions of their job upon the end of an approved leave should communicate with the Human Resources Department in order to consider reasonable accommodations, such as requesting additional leave.

It is the policy of Boundless to provide reasonable accommodation to applicants and employees with disabilities in order to enable those individuals to perform the essential functions of the positions sought or held by those individuals. In the event that a disabled applicant or employee seeks to have Boundless provide accommodation to assist that individual in performing the essential functions of their position or desired position, the individual should adhere to the following procedure:

- The individual must inform the human resources manager that he or she seeks reasonable accommodation and identify the nature of the individual's disability and the individual's suggestion as to the type of accommodation requested if the individual has any ideas regarding this point. This communication should be written, unless the individual's disability prevents written communication, in which case the individual may communicate orally, or in any fashion capable of transmitting the request to the human resources manager.
- Upon receipt of the request for reasonable accommodation, the human resources manager shall evaluate the request, including an assessment of the essential functions of the position in question and the primary purpose or purposes of the position. The human resources manager shall also assess the nature of the disability of the individual making the request. The human resources manager may employ the assistance of a physician or other qualified individual when making this assessment. In the event that the need for accommodation is not apparent to the human resources manager, he or she may require the individual seeking accommodation to submit documentation of the need for accommodation.
- After assessing the essential functions of the position and the nature of the individual's disability, the human resources manager shall consult with the individual to discuss how the individual's disability hinders their ability to perform the essential functions of the position and the accommodations that might be implemented to enable the individual to perform the essential job functions. The employer may seek technical assistance from the human resources manager or other federal, state, or local agencies affording such assistance in determining how to accommodate the individual.
- After determining potential means of accommodation, the human resources manager and the disabled

individual shall assess the effectiveness and relative merits of the alternative means of accommodation, if any.

- The human resources manager, with the approval of the human resources director, shall select and implement the accommodation most appropriate for the individual and Boundless. In making this selection, the human resources manager shall give strong consideration to the disabled individual's preferences.
- In no event will the human resources director or any leadership level employees implement an accommodation that causes Boundless undue hardship in the operation of its programs and mission.

#### 1.8. Employee Records

Boundless maintains a confidential record for each employee. Files will include documents such as application, legal forms, performance evaluations, and personnel memos. Other pertinent materials may also be included. Employees may view anything in their personnel record that has been used to determine qualifications for employment, promotion, compensation, termination, or other corrective action. To review employee files, a written request must be submitted to the human resources director. It is important that Boundless always have current information. Please notify HR immediately of any change to name, address, phone number, marital status, etc. Original documentation (i.e. new social security card) will be required for name changes. Unless subpoenaed by the legal process, written authorization from the employee will be required prior to the release of any personal information.

#### 1.9. Confidentiality

In the course of employment, employees will have access to sensitive information (such as financial information, non-public proprietary information, or protected health information) about Boundless, its consumers, and other employees. Employees are expected to treat such information as extremely confidential. Unauthorized disclosure is considered a serious offense and may result in corrective action up to and including termination.

#### 1.10. Harassment

Boundless is committed to providing the optimal work environment for your service and development. In order to achieve this aim, and in compliance with state and federal law, we strive to ensure our workplace is free of harassment. We seek to ensure equal employment opportunity without discrimination, including harassment, on the basis of race, color, sex, age (40 and older), national origin, ancestry, disability, pregnancy, military status, or genetic information. Harassment is prohibited against all persons regardless of the gender with which they identify. Boundless does not tolerate any action against an employee by any person whatsoever – including by any staff member (regardless of position or status), volunteer, intern, and vendor or otherwise – that constitutes unlawful harassment. Our policy is to take all reasonable steps to prevent and promptly correct any unlawful harassing conduct and prevent its recurrence. If you believe that a violation of this policy has occurred, you should promptly follow the reporting procedures outlined below.

#### **Definition**

Harassment is broadly defined as any conduct, whether written, verbal or physical, which defames, insults, or offends a person or group. This can occur when:

- Such conduct is made an explicit or implicit term or condition of employment;
- Such conduct is used as a basis for employment decisions affecting an employee;

- Such conduct has the purpose or effect of substantially interfering with a staff member's work performance;
- Such conduct creates an intimidating, offensive, or hostile working environment.

### **Examples**

Sexual Harassment. Acts of sexual harassment can take a variety of forms. Examples of sexual harassment include:

- Sexually suggestive, degrading or vulgar comments or jokes, inappropriate comments or graphic commentaries about another person's sexual behavior or body, or insulting or ridiculing a staff member because of his or her gender;
- Improper or intrusive questions or comments about a staff member's romantic or sexual experiences or preferences, or unwelcome or offensive sexual flirtations, propositions, advances or requests;
- Use, display or communication of sexually suggestive or offensive words, objects, pictures, calendars, cartoons, articles, letters, e-mail messages, computer programs or Internet Web sites;
- Making or threatening undesired, unwelcome physical conduct (such as touching, embracing, rubbing, tickling, pinching, frequent brushing against another person's body, disrespect for personal space boundaries) or impeding another's movements in a deliberate manner; and
- Offering or providing employment benefits in return for sexual favors or a staff member's agreement to provide sexual favors or taking or threatening to take adverse action against a staff member because the staff member rejects requests for sexual favors.

Discriminatory Harassment. Examples of discriminatory harassment include:

- Comments or jokes that denigrate, insult, offend or ridicule, including racial and ethnic epithets
- Creating a hostile work environment or otherwise singling out an individual for abusive conduct; and
- Using, displaying or communicating words, objects, pictures, calendars, cartoons, articles, letters, e-mail messages, computer programs, or Internet Web sites that defame, insult, offend or ridicule.

### **Reporting**

If you ever believe you have been harassed or witnessed a violation of the Harassment Policy, you must immediately inform Human Resources (in person to the human resources director or human resources manager or by email to [hr@iamboundless.org](mailto:hr@iamboundless.org)). We encourage prompt reporting of complaints or concerns so that rapid and constructive action can be taken.

### **Investigation**

Unless a report involves allegations involving misconduct of the CEO, all reports of harassment or potential harassment will be communicated to the CEO within twenty-four (24) hours of receiving the complaint. Once the alleged conduct is reported, a Human Resource representative, a member of the senior leadership team and any other appointee as requested by the CEO, (hereafter referred to as The Investigative Team) may consult with legal counsel and will initiate an impartial investigation of the circumstances within two working days. The investigative team will not include any individual who is a subject of the complaint of harassment. Complaints of harassment will be dealt with in as private a manner as practicable, subject to Boundless' obligation to conduct an



effective investigation. If reported harassment involves allegations involving misconduct of the CEO, a human resources director or manager will communicate the matter to the Chair of the Boundless Board of Trustees. In such circumstances, the Board of Trustees will direct further investigatory steps regarding the allegation. An investigation into alleged harassment may include individual interviews with the parties involved and, when necessary, with the individuals who may have observed or have information regarding the alleged conduct. The Investigative Team shall be given access to all applicable computer and email records. The Investigative Team will investigate the situation and respond to the appropriate parties as quickly as possible. All facts concerning any report of harassment (including the identities of those involved) will be kept private from anyone who does not have a legitimate reason to know about them, though such information may become subject to mandatory disclosure through the legal process. The person accused of the harassment has the right to know the nature of the complaint that was filed against him/her and in the sole discretion of the Investigative Team, the identity of the accuser. The person complaining of harassment will be kept reasonably apprised of the findings of the investigation and corrective action imposed, if any, on the alleged harasser.

At the conclusion of the investigation, the Investigation Team will submit a written report that will be submitted to the CEO. The report will include an appropriate recommendation, including a finding of inconclusive results, an exoneration, or prompt corrective action(s) reasonably designed to remedy the harassing conduct and prevent its reoccurrence, including subjecting the offending party to corrective action up to and including possible termination of employment. The CEO will either approve the remedial action plan or request further steps to be taken by the Investigative Team prior to final decisions/approvals being made.

Once all investigations, reports and decisions/approvals have been made, the Investigative Team will advise the parties involved of the results of the investigation and the corrective action, if any, that is being taken.

### **Retaliation**

Retaliation against a staff member for making a good faith report of harassment or for participating in an investigation is prohibited and will be subject to corrective action. To the extent it does not impede the investigation, and to the extent practicable, the identity of the person complaining of the harassment will be kept private except as noted in the Investigation section above, and no person complaining shall be subject to retaliatory action by his or her supervisor or otherwise. We encourage you to report any acts of retaliation immediately to Human Resources or by contacting [hr@iamboundless.org](mailto:hr@iamboundless.org).

### **Questions about Harassment**

If you are unsure as to whether certain conduct constitutes harassment, you may consult Human Resources or send an email to [hr@iamboundless.org](mailto:hr@iamboundless.org) without using the name or names of the parties involved and seek an opinion as to whether the conduct constitutes sexual or other harassment. Boundless will take appropriate corrective action against an individual who maliciously files a false report of harassment.

#### 1.11. Drug and Alcohol-Free Workplace

Boundless is committed to maintaining a workplace free from the unlawful influence of alcohol and drugs. The use of, sale, transfer or possession of alcohol, unlawful drugs or controlled substances when on duty, or any such use that is illegal or impairs the ability of the employee when the employee is at work, or any use on Boundless' property or in the organization's vehicles, is prohibited. 'Under the influence', for the purpose of this policy, is defined as being, in the subjective opinion of supervisor or other member of the Boundless leadership team, unable to perform work in a safe or productive manner and/or being in a physical or mental condition which creates a risk to the safety and well-being of the affected employee, other co-workers, the public or organization property as a result of being intoxicated. Employees suspected to be 'under the influence' while on the job may

be subject to drug and/or alcohol testing. If the result is a positive drug screen for unlawful drugs or alcohol or any drugs or alcohol that violates any of the prohibitions set forth above in this section, corrective action will be taken up to and including termination. Be aware that off duty conduct can also result in appropriate corrective action if such conduct is connected to the employee's job duties and adversely affects the reputation or interests of Boundless. Violation of this policy will result in corrective action, up to and including termination.

#### 1.12. Workplace Violence

Boundless is strongly committed to providing a safe work environment. Threats, threatening language, or any other acts of aggression or violence made toward or by an employee will not be tolerated. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, display of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for an unlawful purpose. All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom an employee feels comfortable. Managers must inform Human Resources immediately of any reports of workplace violence. All reports will be communicated by Human Resources to the CEO within twenty-four (24) hours of receiving the report. Once the alleged conduct is reported, a Human Resource representative, a member of the leadership team and any other appointee as requested by the CEO, (hereafter referred to as The Investigative Team) may consult with legal counsel and will initiate an impartial investigation of the circumstances within two working days. Reports of threats may be maintained confidential to the extent that it does not impede our ability to investigate and respond to the complaints.

No employee will be subject to retaliation, intimidation, or corrective action as a result of reporting a threat in good faith under this policy. Violation of this policy may result in corrective action, up to and including termination.

#### 1.13. Whistleblower Policy

Boundless accepts and investigates allegations of improper activities by employees or situations where Boundless is potentially a victim of wrongdoing. Examples of this type of activity include: situations of inappropriate conduct that violate the Human Resource policies, situations that endanger public health and safety, or other actions that would violate laws or regulations. Reports may be made anonymously or with identification by phone to the Human Resources Department at (614) 410-9585 or by using the Whistleblower form found on Boundless' common drive and sending the form anonymously to HR or [hr@iamboundless.org](mailto:hr@iamboundless.org).

Because we do not undertake investigations without adequate cause, we need as much evidence as possible to corroborate the allegation(s), such as documents, witnesses, and other specific and relevant information. Investigating improper activities is more difficult if complaints are filed anonymously because of the difficulty of obtaining evidence to corroborate the alleged improper activity before we begin an investigation. If you choose to file your complaint anonymously, be sure to provide specific and relevant information including the first and last names of any individuals mentioned, their contact information and the location address at which the improper activity occurred. No employee will be subject to retaliation, intimidation, or corrective action as a result of reporting an incident in good faith under this policy.

When describing the improper activity, please provide as much of the following information as possible for each of your allegations and number each allegation, if there is more than one. Use additional pages if necessary.

Who? Who is involved? If outside businesses or contractors are involved, what are the names of the businesses, who owns them, and where are they located? Who else knows about the improper activities?

Who can and would confirm that they occurred? How can we reach these witnesses?

What? What specifically did the alleged wrongdoer do? What is wrong with it? Are there laws or regulations that govern what the suspect did? What kinds of documents would provide evidence of improper activities? Where are the documents located? Who controls them?

Where? In which departments or campus location did the action happen?

When? When did the improper activity occur? Is it ongoing? How frequent?

Why? What are the alleged wrongdoer's motives? For example, how does the suspect benefit? If others benefit from the activities, who are they, and how do they benefit?

How? How did the wrongdoing occur? Was there a lack of controls, circumvention of controls, or collusion with other individuals?

Please enclose the completed form in an envelope marked "Confidential" and mail to:

I Am Boundless  
c/o HR Department  
445 E. Dublin Granville Road, Bldg. G  
Worthington, Ohio 43085

#### 1.14. Parking and Security

Employees may park in the parking lot at their own risk. Boundless will not be responsible for theft or damage to any vehicles parked on or near its property. Further, Boundless is not responsible for personal property left in vehicles that is lost, damaged, stolen, or destroyed. Please do not bring large sums of money, jewelry, or other valuables to work. Boundless will not be responsible for personal property lost, damaged, stolen, or destroyed. All found property should be turned in to the reception desk or a member of management. For security reasons, electronically controlled doors should not be propped open or opened for people who do not have Boundless identification. When employees are away from their desks or offices, we encourage them to lock computers, doors, and drawers. Please notify the facilities department of any lost or damage to property. To protect the safety and property of our employees and visitors, Boundless reserves the right to search any property owned or controlled by Boundless. Personal property such as parcels, packages, purses, backpacks, or briefcases may also be searched when there is a reasonable suspicion to do so. Possession of stolen property or refusal to submit to a search authorized by this handbook will be subject to corrective action, up to and including termination.

#### 1.15. Weapon-Free Policy

To help ensure a workplace safe and free of violence for all employees, the company prohibits the possession or use of dangerous weapons on company property, except as set forth below.

All Boundless workers are subject to this policy, including contract workers and temporary employees as well as visitors and customers on company property. A license to legally carry a concealed weapon does not supersede company policy, except to permit such license holders to keep firearms and ammunition in their personal vehicles provided:

1. The license holder remains inside the vehicle with the firearm(s) and ammunition, or

2. The firearm(s) and ammunition remain locked inside the trunk, glove box or other enclosed, locked container within or on the vehicle, and
3. The vehicle is in a location where it is otherwise permitted to be.

This limited exception does not permit a license holder to be armed if the employee is using his or her personal vehicle to transport a person served by the company. In such a situation, the employee must lock the firearm and any ammunition inside the trunk, glove box, or other enclosed, locked container within or on the vehicle. Any employee in violation of this policy will be subject to corrective action, up to and including termination. "Company property" is defined as all company-owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways, and parking lots under the company's ownership or control. This policy also applies to all company-owned or leased vehicles. The above exception for persons with a concealed handgun license, however, does not apply to a company-owned or leased vehicle.

"Dangerous weapons" include firearms, explosives, knives and other weapons that might be considered dangerous or that could cause harm, and which are not supplied by the Employer to use to perform assigned job duties. For example, a maintenance employee may be required to use a knife in the course of performing his or her duties. Employees are responsible for making sure that any item possessed by the employee is not prohibited by this policy. The exception set forth above for persons with a concealed handgun license is limited to firearms and does not extend to any other "dangerous weapon." The employee should ask the Human Resources Department if he or she is unsure about any specific item.

Boundless reserves the right at any time and at its discretion to carry out a reasonable search of all company-owned or leased vehicles, plus packages, containers, briefcases, purses, lockers, desks, enclosures and persons entering its property, for the purpose of determining whether any dangerous weapon is being, or has been, brought onto its property or premises in violation of this policy. Employees should not expect any privacy in these spaces or locations while on the work premises. Employees who fail or refuse to promptly permit a search under this policy will be subject to corrective action up to and including termination. Searches of personal vehicles, if warranted, will only be conducted by law enforcement personnel who have probable cause to do so. This policy is administered and enforced by the Human Resources (HR) department. Anyone with questions or concerns specific to this policy should contact the HR department.

## SECTION TWO: OPERATIONAL POLICIES

### 2.1. Employee Classifications

Employees are assigned to one or more of the following classifications:

- *Full-time*: Employees normally scheduled to work 30 hours a week or more.
- *Part-time*: Employees normally scheduled to work less than 20 hours per week.
- *Temporary*: Employees utilized for a specific amount of time; generally to complete particular assignments or to provide coverage during employee vacancies.
- *Seasonal*: Employees hired for a specific season of employment, with clearly defined starting and ending dates.
- *Exempt*: Applies to particular executive, professional, and administrative positions as defined by the Fair Labor Standards Act. Exempt employees are not eligible to receive overtime pay.
- *Non-exempt*: Employees who do not qualify for exemption status under the Fair Labor Standards Act. Non-exempt employees are eligible to receive overtime pay, when they have worked more than forty (40) hours in their assigned workweek.

### 2.2. Job Descriptions

Employees will be provided a job description at the start of their employment, and at any time there is a significant change in responsibilities. Job descriptions summarize duties and responsibilities and give important information about each position. Boundless reserves the right to revise job descriptions from time to time, as it deems necessary and appropriate.

### 2.3. Work Schedule

The Boundless workweek begins at 12:00 A.M. Sunday and ends at 11:59 P.M. on the following Saturday with work schedules determined by department supervisors and/or the Human Resources Department. Employees will be assigned a work schedule (including applicable meal periods - see section 2.7) and are expected to begin and end work according to that schedule unless arrangements are made with the department supervisor. To accommodate the needs of Boundless, Boundless reserves the right to change individual work schedules on either a short-term or long-term basis.

### 2.4. Time Records

Non-exempt employees are required to clock in and out each day according to the following guidelines:

- CLOCK IN when reporting to work or performing job duties
- CLOCK OUT when leaving work or performing job duties

If employees must leave work to attend to personal business, they must first seek permission from supervisor and clock out upon departure and clock in when arriving back to work. Do not clock in or out for another employee or knowingly allow someone else to clock in or out. This will be considered falsification of a timecard and will be subject to corrective action, up to and including termination. If a change or correction is needed to a time record, notify the department supervisor. The department supervisor will either make the change or will

notify the Human Resources Department to make an authorized change.

## 2.5. Overtime

Overtime pertains to non-exempt employees only. Exempt employees are not covered by these overtime restrictions and will not be paid overtime pay. Overtime, for the purposes of these guidelines, is defined as any time worked over a standard forty (40) hours in a workweek. Employees will receive their regular wage up to forty (40) hours in a workweek. Any hours worked over 40 hours in a workweek will be paid at time and a half their regular hourly wage, in accordance with state and federal law. From time to time, employees may be asked to work beyond their normally scheduled hours or on a regularly scheduled day off. Immediate supervisors must approve all overtime in advance. Immediate supervisors may also adjust schedules during a workweek or pay period in order to reduce an employee's overtime hours. Employees who work overtime that has not been authorized in advance may be subject to corrective action, up to and including termination.

## 2.6. Meal Periods

As stated in section 2.4, normal Boundless hours are 8 A.M. - 4:30 P.M. Monday through Friday. The scheduling of mealtimes may be at the discretion of supervisors to ensure proper departmental coverage. For team members working in facilities or homes with people we support, your meal period will be part of your shift, and you will eat with the person/people you support.

## 2.7. Pay Checks

Boundless uses a bi-weekly pay period that begins on Sunday and ends two Saturdays later. Employees will be paid on Fridays following the prearranged pay schedule unless otherwise arranged due to holidays. Boundless is not able to cash paychecks for employees or provide advances of any portion of their paycheck. Employees are asked to authorize direct deposit of their payroll checks to an account(s) of their choice.

## 2.8. Performance Standards

Boundless anticipates that employees will demonstrate:

- A strong work ethic (e.g., diligence, attention to detail, punctuality, achievement orientation, etc.)
- A commitment to excellence (e.g., concern for accuracy, commitment to quality, continuing career development efforts, etc.)
- A commitment to organization (e.g., loyalty, proper stewardship of property, prevention of waste, etc.)
- A commitment to a good working relationship with co-workers (e.g., honesty, integrity, etc.)

This list is not exhaustive. It serves merely to illustrate the types of expectations we hold. This handbook is designed to provide information of a general nature. Specific performance standards for each position will be communicated verbally or in the form of written procedure statements.

## 2.9. Performance Appraisals

Written Performance Appraisals (PA) generally occur annually for all employees. Performance Appraisals do not imply an automatic compensation review. Performance Appraisals may include commendation for good work as well as specific recommendations for improvement. A satisfactory Performance Appraisal does not guarantee a pay increase, nor does it alter, modify, or amend the at-will employment relationship between the employee and Boundless. Employees, whose scores fall into categories requiring improvement, may be placed on a Performance Improvement Plan. These plans will be created by immediate supervisors, with the assistance and approval of the Human Resources Department, and outline specific actions and desired behaviors. Employees

will be given a specified time to complete their Performance Improvement Plan. Employees will have the opportunity to discuss performance appraisals with their supervisor or the human resources director. Performance Appraisals, Performance Improvement Plans, and any written responses are made part of an employee's file. In addition to these formal Performance Appraisals, Boundless encourages employees and supervisors to regularly discuss job performance on a frequent and ongoing basis.

#### 2.10. Promotion and Transfers

Information regarding open positions and the requirements for the positions can be accessed in the Human Resources Department or on the ADP Portal. Employees are encouraged to apply for positions for which they qualify. Past performance, experience, attitude, qualifications, and potential are all important factors that will be considered in making promotion and transfer decisions. It is Boundless' intent to give qualified employees preference over others when filling job openings within Boundless whenever possible. However, because of the experience, skills, and educational requirements of some jobs, promotions from within Boundless are not always possible.

#### 2.11. Seniority

Seniority shall be continuous service as an employee with Boundless and such seniority shall begin with the employee's date of hire.

Seniority shall be broken when an employee:

- Quits or resigns
- Is discharged
- Is laid off for a period of more than twenty-four (24) consecutive months

Employees shall not receive credit for any other service with any other employer, nor for any time of employment with Boundless which was prior to a break in service. However, employees who were employed by Franklin County Residential Services, Inc. (FCRS) on June 30, 2017, and began employment with Boundless on July 1, 2017, shall receive credit for such time employed by FCRS.

Among employees with the same length of continuous service to Boundless, seniority shall be determined by the following, in order:

- The employee's first day on the job
- The length of any prior service with Boundless that does not qualify for consideration in determining the employee's current continuous service with Boundless.

Employees who are carry-over members of the Public Employees Retirement System shall receive retirement system credit in accordance with applicable law.

## **SECTION THREE: STANDARDS OF CONDUCT**

### 3.1. Absences and Tardiness

Each employee was hired to perform an important function at Boundless. Therefore, it is important that everyone adheres to their work schedule as closely as possible. Unnecessary absences and lateness are expensive, disruptive, and place an unfair burden on fellow employees and supervisors. Consequently, excessive absenteeism or tardiness will result in corrective action up to and including termination. We do recognize that there are times when absences and tardiness cannot be avoided. If employees are unable to report to work for any reason, they are to provide notification at least two hours prior to their scheduled start time to their direct supervisor. If unable to reach the supervisor or the designated person, please contact the Human Resources Department to report the situation. Hourly employees are expected to be at their work station ready to begin work at the beginning of their scheduled shift and at the end of their scheduled meal period. Non-exempt employees must have their supervisor's permission to leave work before they are regularly scheduled to do so.

A tardy or absence is considered excused only when an employee calls within the required time boundaries set forth above, and the tardy or absence is for a compelling reason. Boundless reserves the right, at its sole discretion, to determine what constitutes a compelling reason. Employees who fail to call in or report to work for three consecutive workdays will be considered to have voluntarily terminated from employment with Boundless.

### 3.2 Ethics

All employees are expected to maintain the highest possible ethical and moral standards and to perform within the laws of the State of Ohio, and other rules and regulations as may be applicable. It is essential that the public and our clients maintain confidence in the employees of Boundless. For this reason, it is important that Boundless employees refrain from any action(s) which involve(s) using his/her position for additional private gain or for improperly giving preferential treatment to any individual, group, or entity. Employees shall, at all times adhere to the following standards of conduct.

- Employees shall not engage in outside employment that results in a conflict of interest with their duties as Boundless employees, nor shall employees allow any outside employment to adversely affect their job performance with Boundless. Should Boundless feel that an employee's outside employment is in violation of this policy, the CEO or designee will notify the employee that the outside employment is irreconcilable with the employee's continued employment with Boundless. If the employee persists in the employment in question, his/her employment with Boundless will be terminated.
- Employees shall not solicit or accept anything of economic value from any individual or entity engaged in business dealings or seeking to engage in business dealings with Boundless.
- Employees shall not use Boundless property for other than assigned work activities.

Employees should report any apparent violation of this policy to the Boundless human resources director who shall investigate and, if the circumstances warrant, report the matter to the Boundless CEO to ensure corrective action. Employees shall comply with all confidentiality laws and rules related to consumers and shall consult with their supervisor if they have questions in this area.

### 3.3. Personal Appearance

Boundless operates in a business casual style. Employees are encouraged to dress and act accordingly. However, keep in mind that appearance reflects not only on an individual but also on Boundless. Employees need to be careful that the exercise of freedom does not cause them to act or dress unprofessionally. Boundless expects



employees to take pride in their appearance and strive to achieve a positive image when representing Boundless. Boundless reserves the right to enact a dress code in whatever circumstances it, in its sole subjective judgment, deems appropriate.

#### 3.4. Use of Telephones, Email, and Internet

Boundless' communication and computer systems are intended for business purposes; however, limited personal usage is permitted if it does not hinder the performance of job duties or violate any policies. Employees are expected to conduct themselves honestly, appropriately, and with respect to Boundless' standards and guidelines. Employees who violate this policy may be subject to corrective action, up to and including termination. Boundless' communication system should not be an employee's sole source of personal phone, email, or internet access. Boundless reserves the right to inspect any and all files or communication sent, received, or stored on our network.

#### 3.5. Social Media

Employees should recognize that information posted on social media is neither private nor confidential. Employees must be cognizant that we are always representatives of Boundless in public and in private and that their communications can impact Boundless through the employee's association with Boundless. Only authorized persons may post, publish or otherwise disseminate content, information or images on social media sites for or on behalf of Boundless. No employee shall speak, post, publish or otherwise disseminate such items for or on behalf of Boundless without express written authorization to do so from a department leader and or the Director of Development and Community Relations. Content posted to social media sites – even those posted in a personal context – may subject an employee to corrective action, up to and including termination.

#### 3.6. Solicitation

Employees should be able to work in an environment that is free from unnecessary annoyances and interference with their work. In order to protect our employees and visitors, solicitation by employees is strictly prohibited while either the employee being solicited or the employee doing the soliciting is on "working time." "Working time" is defined as the time during which an employee is not at a meal, on break, or on the premises immediately before or after his or her shift.

Employees are also prohibited from distributing written materials, handbills, or any other type of literature on working time and, at all times, in "working areas," which includes all office areas. "Working areas" do not include break rooms, parking lots, or common areas shared by employees during nonworking time.

Non-employees may not trespass or solicit or distribute materials anywhere on company property at any time.

## **SECTION FOUR: CORRECTIVE ACTION**

### 4.1. Corrective Actions

Generally, Boundless will attempt to be redemptive and progressive (i.e., degree of sternness commensurate with the severity of the transgression) in its corrective action. However, Boundless reserves the right to implement any system of corrective action that it deems, in its sole subjective discretion, to be appropriate in the circumstances, up to and including immediate termination of employment. All corrective action will be fully documented in the employee's personnel file.

It is not possible to provide a complete list of every work rule or performance standard. The following are presented only as examples. Employees are responsible for understanding and following these standards and work rules. Employees who do not comply may be subject to corrective action, up to and including termination. Job Performance - may be subject to corrective action, up to and including termination, for poor job performance, as determined by Boundless. Some examples of poor job performance are as follows:

- Below-average work quality or quantity;
- poor attitude, including rudeness or lack of cooperation;
- excessive absenteeism, tardiness, or abuse of break and meal privileges;
- failure to follow instructions or organization policies and procedures.

Misconduct - may be subject to corrective action, up to and including termination, for misconduct. Some examples of misconduct are as follows:

- insubordination;
- abuse, misuse, theft, or the unauthorized possession or removal of organization property or the personal property of others.
- falsifying or making a material omission on organization records, reports, or other documents, including payroll, personnel, and employment records;
- divulging confidential organization information to unauthorized persons;
- disorderly conduct on organization property, including fighting or attempted bodily injury, language that is abusive or threatening toward others or possession of a weapon;
- any violation of any law which violation adversely affects Boundless, or conviction in court of any crime which may cause employees to be regarded as unsuitable for continued employment;
- violation of Boundless' alcohol, drugs, and controlled substances policy;
- unauthorized posting or signing the time record of another employee or knowingly allowing another employee to post or sign your time record.

Corrective action may include, but are not necessarily limited to, termination, suspension (with or without pay), verbal or written reprimands, probation, re-assignment, or reduced, delayed or forfeited pay raises.

### 4.2. Termination

An involuntary termination (dismissal) is a termination that is initiated by Boundless for reasons other than changing business conditions. In the event an employee is involuntarily terminated, he/she will be notified of the reason for termination.

Voluntary termination is a termination initiated by an employee submitting to a supervisor or the HR department a written notice stating the intention of terminating employment. An oral notice to a supervisor or the HR

department will also be accepted. Notice should include a reason for leaving and the anticipated last day of work. Any changes to address or phone number should be included in a written notice.

Employment-at-will status notwithstanding, we would ask for advanced written notice upon the decision to voluntarily terminate employment. Non-exempt employees are asked to provide at least two (2) weeks written notice. Exempt employees are asked to provide at least three (3) weeks written notice. Senior Leaders are asked to provide at least one (1) month written notice.

Employees who fail to report to work for three (3) consecutive scheduled workdays without notifying their supervisor will be considered to have voluntarily terminated their employment. A layoff is a termination of employment that results from changing business conditions which necessitate a reduction in staff. Whenever Boundless determines, in its sole discretion, a layoff should occur, versatility, qualifications, skill, ability, performance, efficiency, loyalty, attitude, dependability, and tenure of service will be among the factors considered. Other pertinent factors may also be considered.

#### 4.3. Corrective Action Process

Boundless retains the right at any time to implement any corrective action, up to and including termination which, in its subjective judgment, it deems appropriate in the circumstances, without regard to whether prior notice of the infraction has been given. Boundless may utilize the Corrective Action Process described below if it determines that employee misconduct can and should be resolved by application of discipline.

The Corrective Action Process is a tool to redirect, warn, or otherwise discipline an employee for performance or conduct that is not acceptable. The Corrective Action Process should include communication and the assistance of the HR department, as indicated in the process steps below. Utilization of the Corrective Action Form (CAF) is necessary to properly document the corrective action for the employee and the employee's personnel file maintained by the HR department.

The Corrective Action Process may include all, some or none of the following notifications (based on the severity and nature of the offense):

- Oral Instruction, No Corrective Action – Typically, this notification will occur if the offense is a behavior that the supervisor deems necessary to address in order to redirect or correct the employee to avoid future occurrences. The Supervisor will provide the employee with an oral notification and will then complete the CAF, documenting all aspects of the conversation and signatures of employee and supervisor. A copy of the CAF will be given to the employee, and the original will be sent to the HR department.
- Oral Instruction & Cautioning – This notification will occur if an Oral Instruction, No Corrective Action took place and the identified objective/solution was not achieved, or if the offense is of a serious nature/violation. After consulting with HR, the supervisor will provide the employee with a written occurrence notification. The supervisor and employee will be required to sign the document, a copy given to the employee, and the original signed written occurrence notification will be sent to the HR department.
- Written Reprimand – After further consultation with the Human Resources Department, supervisor will provide the employee with a Written Reprimand. The supervisor and an HR team member will meet with the employee to discuss the occurrence and determine the employee's employment status. The

supervisor and employee will be required to sign the document, a copy given to the employee, and the original signed written occurrence notification will be given to the HR department.

When an employee receives a Corrective Action Occurrence Notification about unacceptable performance or conduct, the employee is encouraged to take advantage of the opportunity to make appropriate improvements in order to avoid the need for additional corrective action. An employee always has the opportunity to provide a written response to any Corrective Action Occurrence Notification issued to them if the employee disagrees with the content or wants to add additional information. Such written responses should be submitted to the supervisor and HR. The response will become a part of their employee personnel file maintained by the HR department.

## **SECTION FIVE: COMPENSATION**

### 5.1. Compensation Package

Initial compensation levels are based on numerous factors, including the position, market rates, duties, responsibilities, skills, and abilities required and the experience, education, level of responsibility and past performance of the employee. Compensation packages are periodically reviewed for consideration of a merit and/or cost of living increase. Factors taken into account include, but are not limited to: performance appraisal, personnel memos, and any other documentation maintained throughout the evaluation period. Compensation reviews do not imply an automatic increase in compensation.

### 5.2. Payroll Deductions

Boundless complies with applicable federal, state, and local laws regarding income tax, social security tax, garnishments, and the assignment of wages. Any other deductions from paychecks must be authorized by the employee in writing. Each paycheck stub will itemize amounts that have been withheld. It is important that this information is kept for tax purposes. Questions about payroll deductions can be directed to a member of the HR team.

## **SECTION SIX: BENEFITS**

### 6.1. Maintaining Benefit Eligibility

In order to maintain benefit eligibility, employees must work their authorized number of hours. Authorized hours are defined at the time of hire and upon any status, classification, or position change. Reduction or increases to authorized hours and benefit eligibility can only be made by department leaders in conjunction with the Human Resources Department and when necessary other appropriate Leadership Teams. An employee's failure to abide by their authorized hours can result in corrective action up to or including termination.

### 6.2. Group Medical, Dental and Vision Insurance Plan

Employees regularly scheduled to work at least twenty (20) hours per week are eligible for enrollment in Boundless' group medical, dental and vision insurance plans. Coverage will begin on the first day of the month following date of hire or date of status change increasing hours to twenty (20) or more per week. Employees are eligible for Boundless to pay a portion of the insurance premium in accordance with the schedule of the current plan year. Boundless contributes to premiums for insurance coverage, and the remainder of these premiums are the responsibility of the employee. Premium contributions to the insurance plans are paid by pre-tax payroll deductions, which must authorize in writing. Deductions begin when coverage begins. Deductions pay for the future month's coverage. Detailed information about the various insurance plans will be made available by the HR department at the time of eligibility. Plan changes will be announced and reviewed with employees during open enrollment.

### 6.3. Group Term Life Insurance

Boundless provides term life insurance through a group insurance plan for eligible employees. Boundless pays the entire premium for life insurance. Coverage will begin on the first day of the month following date of hire or date of status change. In the event any portion of the premium must be considered additional taxable compensation under then-current IRS regulations, employees will be solely responsible for any taxes.

### 6.4. Worker's Compensation Insurance

Employees are automatically covered by Workers' Compensation Insurance at date of hire. Boundless pays 100% of the premiums for this coverage. The following benefits are provided for employees who sustain a work-related injury or illness:

- partial wage replacement for periods of disability;
- medical care, including medicine, hospital, doctor, X-rays, crutches, etc.;
- rehabilitation services, if necessary.

It is important that employees report any work-related injury or illness to their supervisor and a member of the Human Resources department as soon as it happens, regardless of how minor it may seem. Failure to do so may result in corrective action up to and including termination. Employees will be required to complete an Employee Report of Accident or Injury Form, which may be obtained from the Human Resources Department or the supervisor of an employee seeking such a form. It is also important to get proper first aid and/or medical attention immediately.

6.5. Holiday Pay

Employees may be eligible for the following paid holidays:

New Year's Day  
 Memorial Day  
 Independence Day

Labor Day  
 Thanksgiving Day  
 Christmas Day

The following provisions apply to holiday pay:

- Holidays will be observed on the calendar day designated by Boundless for observance.
- An employee who works as required, with prior approval of their department Director, on one of the recognized legal holidays will receive compensation at the rate of one and one-half (1.5) times their regular hourly rate.
- Employees on leave, temporary, seasonal, or contract employee status are not eligible for holiday pay.
- Employees must be available to work the last scheduled workday before the holiday and the first scheduled workday after the holiday. Approved time off requests qualifies as available work status.
- If a holiday falls during an approved paid time off period, employees will receive holiday pay and will not be charged for a paid time off day on the day the holiday is observed.
- If an employee is scheduled to work on a holiday, but does not report to work no holiday pay will be issued.
- During leaves of absence, employees are not eligible for holiday pay on holidays that are observed during the period on leave.
- Holiday pay will not count as hours worked for the calculation of overtime.

6.6. Paid Time Off (PTO)

Eligible employees, regularly scheduled to work at least twenty (20) hours per week, are eligible to earn paid time off (PTO). PTO earned is based on the length of continuous service with Boundless and is prorated based on scheduled hours. The chart below presents the accrual schedule for a full-time (40 hours/week) employee, from which all prorated accrual schedules will be calculated.

Employees are only allowed to accrue a maximum of the number of hours they are eligible to earn in a two-year period. Once the maximum accrual is achieved, all accruals will stop until accrual hours are below the maximum.

<i>Leadership and Management Staff (Full-Time Employee)</i>			
Years of Service	PTO/Pay	PTO/Year	Maximum Balance
0 to 5	8.93	232	464
5 to 10	9.85	256	512
10 to 15	10.77	280	560
15 to 20	11.69	304	608
20 to 25	12.62	328	656
25+	13.54	352	704

<i>Direct Care, Day Habilitation and All Other Staff (Full-Time Employee)</i>			
Years of Service	PTO/Pay	PTO/Year	Maximum Balance
0 to 1	3.07	80	160
1 to 5	4.62	120	240
5 to 10	6.15	160	320
10 to 15	7.69	200	400
15 to 20	9.23	240	480
20 to 25	10.77	280	560
25+	12.31	320	640

Employees must request one PTO hour for each regularly scheduled hour they desire to be excused. Exempt employees must request one PTO hour for any absences due to personal reasons, accident, or illness.

Requests for PTO must be made in via the electronic time and attendance program. All requests are submitted to supervisors for approval. Once the supervisor approves the request, it will automatically be posted to the payroll record. PTO requests will generally be approved on a first-come, first-serve basis provided that the needs of Boundless are not unduly disrupted.

PTO is earned each pay period an employee works or while on a qualified, paid leave. Employees will not earn PTO while on any unpaid leave. PTO has no 'cash out' value during the year or at the time of retirement/resignation. Upon retirement/resignation, any PTO remaining will be forfeited.

#### 6.7. Court Leave

Court leave with pay shall be granted to employees summoned for jury duty during normal working hours by a Federal, State, or any other court of competent jurisdiction. In cases where the employee's absence will create a hardship on the agency or jeopardize the safety of consumers, the employee will be requested to request a release from jury duty.

Court leave with pay shall be granted to employees subpoenaed to appear before any court or other body authorized by law to require the attendance of witnesses during normal working hours where the employee is not a party to the action. In the event that the employee is not required to appear as scheduled, or is not required to attend the entire day, then the employee shall report to work for the remainder of the workday.

An employee who is the claimant before the Bureau of Worker's Compensation for a Boundless related claim, and who is in active pay status at the time of the scheduled hearing or examination, shall be granted leave with pay for purposes of attending such hearing or examination during normal working hours.



Any compensation or reimbursement received related to jury duty or for court-attendance compelled by subpoena must be submitted to the Human Resources Department when such duty was performed during normal working hours.

An employee who is appearing before a court or other authorized body in which he/she is a party to the action, except as noted, may request PTO or leave without pay. Such instances would include, but not be limited to: criminal or civil cases, traffic court, divorce proceedings, custody or appearing as directed as a parent or guardian of juveniles.

An employee who is requested to appear before any court for a Boundless related matter shall request a written statement from his/her Supervisor, an attorney, or an official of the court indicating when and why the employee's attendance in court is necessary. The employee must provide that written statement to the Human Resources Department. Court leave may be granted in these situations at the Executive Director's discretion.

#### 6.8. Bereavement Leave

An eligible employee may be granted use of PTO, upon approval of the CEO, for a maximum of five (5) working days in the event of a death of an immediate family member. For purposes of this policy the "immediate family" is defined as only: mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, person who at the time of his or her death resided in the employee's household, and any blood or marital relation of the employee, or any person legally-standing in the place of a blood or marital relation.

#### 6.9. Training

Developing professional skills is a significant priority for Boundless. Accordingly, from time to time, Boundless may require employees to participate in in-service or off-site training programs. Employees are also encouraged to let their supervisor know if they recognize the need for additional training or are aware of a training opportunity that might be helpful. Participation in such training is at the option of Boundless. Employees will be paid based upon regular salary or wage for the time they participate in such training. They may also qualify for Boundless to pay part or all of the cost of travel or other costs associated with overnight stays.

#### 6.10. Professional Memberships

When it can be demonstrated that Boundless will benefit from an employee's participation in a professional organization, the related expenses may be paid by Boundless. Requests for payment of expenses related to educational programs and professional organizations must be approved and budgeted for by the department head and approved by the Executive Director.

#### 6.11. Educational Assistance

When it can be demonstrated that Boundless will benefit from an employee's participation in an educational program, a portion of related expenses may be paid by Boundless. For detailed information about the use of the Scholarship Program, please refer to the Scholarship Guidelines and Application, which may be obtained from the Human Resources Department. Requests for payment of expenses related to educational programs must be approved in advance by designated individuals on the application and meet specific qualifications.

#### 6.12. Retirement Plan

Boundless makes available to all employees the opportunity to participate in a 401(k)-retirement plan funded

through voluntary payroll deductions. This plan enables participating employees to invest pre-tax or post-tax dollars in several investment options. Strict contribution and withdrawal rules are imposed by federal law. Employees will be given more information about the retirement plan during orientation and may request additional information at any time through the Human Resources Department.

## SECTION SEVEN: LEAVE OF ABSENCES

### 7.1. Family and Medical Leave Act (FMLA)

The Family and Medical Leave Act (FMLA) entitles eligible employees to take up to twelve (12) workweeks of unpaid, job-protected leave in a rolling twelve (12) month period for a qualifying reason covered by FMLA.

To be eligible for FMLA benefits, an employee must have worked for the employer for a total of twelve (12) months and have worked at least 1,250 hours over the previous twelve (12) months.

Qualifying reasons include:

- the birth and care of a newborn child of the employee;
- the placement of a son or daughter, with the employee, for adoption or foster care;
- the care of a spouse, son, daughter or parent with a serious health condition;
- medical leave when the employee is unable to work because of a serious health condition
- 

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

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

Spouses employed by the same employer are limited in the amount of family leave they may take for the birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition to a combined total of twelve (12) workweeks. Leave for birth and care, or placement for adoption or foster care, must conclude within twelve (12) months of the birth or placement.

Boundless requires employees to use any available paid time off during any period of absence. This includes leave attributable to FMLA. If the employee is authorized to be absent for FMLA purposes for more time than he or she has available paid time off, the remaining FMLA time shall be without pay. Additional paid time off is not accrued while an employee is on leave.

### **Notice and Certification**

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

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

Employees must provide sufficient information for an employer reasonably to determine whether the FMLA may apply to the leave request. Depending on the situation, such information may include that the employee is incapacitated due to pregnancy, has been hospitalized overnight, is unable to perform the functions of the job, and/or that the employee or employee's qualifying family member is under the continuing care of a healthcare provider.

### 7.2. Family and Medical Leave Act (FMLA) – Military Leave Entitlements

To be eligible for FMLA – Military Leave Entitlements benefits, an employee must have worked for the employer for a total of twelve (12) months and have worked at least 1,250 hours over the previous twelve (12) months. Eligible employees who are the spouse, son, daughter, parent or next of kin of a covered service member with a serious injury or illness are granted up to a total of twenty-six (26) workweeks of unpaid leave during a “single twelve (12)-month period” to care for the service member.

A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list, for a serious injury or illness. A serious injury or illness is one that was incurred by a service member in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating.

The “single twelve (12)-month period” for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12)month period established by the employer for other types of FMLA leave. An eligible employee is limited to a combined total of twenty-six (26) workweeks of leave for any FMLA-qualifying reason during the “single twelve (12)-month period.” (Only twelve (12) of the twenty-six (26) weeks total may be for an FMLA-qualifying reason other than to care for a covered service member.)

### **Qualifying Exigency Leave**

Eligible employees are entitled to up to a total of twelve (12) workweeks of unpaid leave during the rolling twelve (12)-month period established by the employer for FMLA leave for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. Under the terms of the statute, qualifying exigency leave is available to a family member of a military member in the National Guard or Reserves; it does not extend

to family members of military members in the Regular Armed Forces.

Spouses employed by the same employer are limited to a combined total of twenty-six (26) workweeks in a "single 12-month period" if the leave is to care for a covered service member with a serious injury or illness

### **Notification Requirements**

Employees seeking to use military caregiver leave must provide 30 days advance notice of the need to take FMLA leave for planned medical treatment for a serious injury or illness of a covered service member. If leave is foreseeable, but 30 days advance notice is not practicable, the employee must provide notice as soon as practicable – generally, either the same or next business day.

An employee must provide notice of the need for foreseeable leave due to a qualifying exigency as soon as practicable. When the need for military family leave is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Generally, it should be practicable to provide notice for unforeseeable leave within the time prescribed by the employer's usual and customary notice requirements.

When an employee seeks leave due to an FMLA-qualifying reason for which the employer has previously provided the employee FMLA-protected leave, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave.

### 7.3. USERRA

The Uniformed Service Employment and Reemployment Rights Act of 1994 provides employment protection to men and women in the military.

### **Eligibility**

The service member must meet all of the following requirements to be eligible for the protections under USERRA.

- The service member must be absent from a position of civilian employment by reason of service in the uniformed services;
- The service member's employer be given advance notice of the service;
- The service member must have five years or less of cumulative service in the uniformed services with respect to a position of employment with a particular employer;
- The service member must return to work or apply for reemployment in a timely manner after conclusion of service; and
- The service member should not have been separated from service with a disqualifying discharge or under other than honorable conditions.

### **Notice**

The employee must give oral or written notice to the employer before deployment and upon the employee's expected return to work. There is no timeliness requirement for advance notice.

### **Job protection**

Boundless will hold the position for up to 5 years while the employee is on duty. The employer may fill the position while the employee is on duty. A returning employee is entitled to assignment to a similar position, any missed raises, health benefits if the employee has elected such coverage, and the same pay rate (including any

promotion that the employee would have had if not for the deployment or service). Raises, promotions, or increases will be applied retroactively from the date the employee would have been eligible. Any retirement or pension plan continues while the employee is on leave.

#### **ADA (Americans with Disabilities Act) and USERRA**

A disabled employee who returns from uniformed service may be entitled to accommodation to assist the employee in performing the core content of the employee's job. For further information, contact the Human Resources Department.

#### 7.4. Discretionary Approved Leave

In some circumstances, an unpaid leave of absence may be permitted for employees based upon the individual facts and circumstances which the employee presents in writing to the Human Resources Department.

The CEO may choose, in his discretion, and in conjunction with the interactive process described in Section 1.7, above, to grant an unpaid leave of absence to any employee for such duration and for any personal reason of the employee, including as an accommodation of a disability. Any employee who fails to return to work at the conclusion of the approved leave period will be terminated.

If the first 12-weeks of this leave are covered under the Family and Medical Leave Act, Boundless will maintain the employee's coverage under a group health plan during the first 12-weeks of this leave under the terms and conditions as defined in Section 7.1. If this leave is not covered under the Family and Medical Leave Act, Boundless will NOT maintain the employee's coverage under a group health plan. For this type of leave, any insurance benefits will terminate effective the first day of the month after the leave begins, unless the employee makes appropriate arrangements to pay for the benefits himself/herself.

Unpaid leave may be granted for a maximum period of one (1) year for the purpose of education, training, or specialized experience which would be of benefit to Boundless by improved performance at any level. The CEO has the sole discretion to determine whether proposed leave serves one of these purposes. Boundless will NOT maintain the employee's coverage under a group health plan for this type of leave. For this type of leave, any insurance benefits will terminate effective the first day of the month after the leave begins, unless the employee makes appropriate arrangements to pay for the benefits himself/herself.

The authorization of any unpaid leave permitted under this section is solely at the discretion of the CEO and will be decided individually on a case by case basis.

Any requests for unpaid leave authorized under this section must be made to the human resources director at least thirty (30) days prior to the commencement of the desired leave. Upon receipt of the request, the CEO will review it and make a decision in a timely manner.

Upon completion of any unpaid leave authorized under this section, the employee will be returned to the position formerly occupied – so long as it is still in existence and has not yet been permanently filled. After twelve (12) weeks have elapsed, the position will be posted and may be permanently filled. If the position is no longer in existence or has been posted and permanently filled, the employee will be returned to a similar, vacant position. If no such vacancy exists, the employee will be offered another vacant position within the company for which the employee is qualified, if such a vacancy exists.

#### 7.5. Calamity Days

The CEO or designee may authorize an emergency closing for all or part of Boundless due to inclement weather or other conditions (water main break, heating malfunction, etc.)

Employees, who are affected by the calamity days or partial calamity days, will be paid in the same manner as they are paid for holidays which they do not work, except as noted in this policy. Employees who are in a non-pay status before and after a calamity day will not be paid for the calamity day. Employees who are on extended (five workdays or greater) pre-arranged PTO leave shall be charged for PTO leave on calamity days. Employees who are not on an extended leave and who are in a pay status (e.g., paid PTO leave) either the entire day before or after a calamity day, will be paid for the calamity day and will not be charged for PTO for the portion of time they were not expected to report to work.

## **SECTION EIGHT: GENERAL INFORMATION**

### 8.1. Business Expense Reporting

Employees will be reimbursed for all approved business-related expenses, upon submission of accurate expense reports (including receipts) to Boundless, provided that such expense was properly authorized. In order to comply with Internal Revenue Service regulations, reimbursement requests must be submitted within sixty (60) days of the expenditure.

### 8.2. Regulatory Postings

Information posted in organization Administrative Centers and other designated work areas is for the benefit of all employees. Employees will find posters that explain state and federal law, as well as updated information about policy, procedures, and safety guidelines. Employees are responsible for checking this information on a regular basis and for reading all posted materials.



## Policy Manual Acknowledgement

I acknowledge that I have received the I Am Boundless Northeast Region Employee Handbook. I understand that the policies and procedures set forth in this Handbook constitute the terms and conditions of my employment. I understand that it is my responsibility to read and understand the policies and procedures set forth in this Handbook.

Name (print) \_\_\_\_\_

SSN (Last four Digits) XXX-XX- \_\_\_\_\_

Work Location \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

*Please complete, remove, and return to Human Resources. Thank you.*