

Employment Policy The Baptist Home

Section 1: Employee Handbook & Employment-At-Will Policy

(1:1) The Employee Handbook contains information about the employment policies of TBH. We expect each employee to read the Employment Handbook carefully, as it is a valuable reference for understanding your job and TBH. The policies outlined in this Employee Handbook should be regarded as management guidelines only, which in a developing business require changes from time to time. TBH retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and TBH. The Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

(1:2) Except for the policy of at-will employment, which can only be changed by the president of TBH in a signed written contract, TBH reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook must be in writing and must be signed by the president of TBH. No oral statements or representations can change the provisions of this Employee Handbook.

(1:3) The provisions of this Employee handbook are not intended to create contractual obligations with respect to any matters it covers. Nor is this Employee Handbook intended to create a contract guaranteeing that you will be employed for any specific time period.

(1:4) TBH is an At-Will Employer. This means that regardless of any provision in this Employee Handbook, either you or The Baptist Home may terminate the employment relationship at any time, for any reason, with or without cause or notice. Nothing in this Employee Handbook or in any document or statement, written or oral, shall limit the right to terminate employment at-will. No officer, employee or representative of TBH is authorized to enter into an agreement—express or implied—with any employee for employment for a specified period of time unless such an agreement is in a written contract signed by the President of TBH.

(1:5) This Employee Handbook refers to current benefit plans maintained by TBH. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling. Likewise, if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

Section 2: Equal Employment Opportunity Policy

(2:1) TBH is an equal opportunity employer. TBH provides equal opportunity in employment to all employees without regard to race, color, religion, sex, national origin, age, disability, or any characteristic protected by law. This policy governs all aspects of employment, including selection for employment, job assignment, compensation, promotion and advancement, discipline, termination, and access to benefits and training.

(2:2) TBH will attempt to accommodate disabled employees and job applicants to enable them to perform the essential functions of their jobs in a safe and efficient manner, and will afford reasonable accommodations to qualified employees with a known actual disability, provided that the accommodation does not cause undue hardship to TBH. Employees with disabilities should inform the Administrator of their disabilities and may suggest, in confidence, how TBH may reasonably accommodate them.

(2:3) An employee with concerns about any type of discrimination or harassment in the workplace that s/he believes is related to race, color, religion, sex, national origin, age, disability, or any other characteristic protect by law, the employee should file a grievance, following the procedure outlined in the Grievance Policy (Section 34). Any employee may raise concerns without fear of reprisal or retaliation. If the matter is urgent and extremely time sensitive, then the employee should report it immediately to the Administrator of the facility or the Director of Human Resources in the Corporate Office.

(2:4) An employee found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

Section 3: Unlawful Harassment and Sexual Harassment Policy

(3:1) TBH is committed to providing a work environment that is free of unlawful harassment, including sexual harassment. Actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, or any other legally protected characteristic is not acceptable behavior.

(3:2) Sexual harassment, a form of sex discrimination, includes any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when: submission to such conduct is made either explicitly or implicitly a condition of employment; submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual; or such conduct has the effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

(3:3) If you believe that you, or another employee, is the victim of harassment or discrimination based on any of the characteristics listed in 2.3 above, then you should file a grievance, following the procedure outlined in the Grievance Policy (Section 34). If the matter is urgent and extremely time sensitive, then it should be reported immediately to the Administrator of the facility or the Director of Human Resources in the Corporate Office. All complaints will be followed up with an investigation. Information provided during the investigation will be handled with due regard for the concerns of all involved and will be kept confidential as possible.

(3:4) TBH prohibits retaliatory action against an employee who has raised or filed a complaint of harassment, testified in or assisted in an investigation of harassment, or who has provided information concerning an alleged violation of this policy. Any employee engaging in sexual, retaliatory or other unlawful harassment will be subject to disciplinary action, up to and including, termination of employment.

Section 4: Hiring Policy

(4:1) TBH relies upon the accuracy of information provided by you in the employment application as well as all other information obtained throughout the hiring process. Any misrepresentation, falsification or material omission of information provided by you may result in disciplinary action, up to and including, termination of employment.

(4:2) No employee or volunteer who has been convicted or found guilty of, pled guilty or nolo contendere in Missouri or any other state, or has been found guilty of a crime, which if committed in Missouri would be a class A or B felony violation, of chapter 565, 566, or 569 of the Revised Missouri Statutes (RSMo), or any violation of subsection three of section 198.070 or section 568.020, will be allowed to have contact with residents.

(4:3) No employee who is listed on the Employee Disqualification list maintained by the Department of Health and Senior Services shall work at TBH.

(4:4) Employees will be enrolled in the Missouri Family Care Safety Registry (FCSR).

(4:5) TBH is committed to employing only United States citizens and individuals who are authorized to work in the United States, and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, all new employees and rehired employees must complete the Employment Eligibility Verification Form (I-9) and present documentation establishing identity and employment eligibility.

(4:6) Full-time employees regularly work at least a 36-hour workweek. Part-time employees work less than 36 hours each week.

(4:7) In addition to the categories of full and part-time employees, non-exempt employees are entitled to overtime pay as required by applicable federal and state law. Exempt employees are not entitled to overtime pay and may also be exempt from minimum wage requirements pursuant to applicable federal and state laws.

(4:8) Some positions in TBH may require certification, licensing and other requirements. You will be required to submit current certification, licensing and other requirements documents in order to begin work at TBH. Failure to qualify or to maintain a certification or license may be sufficient cause for discharge.

(4:9) In compliance with the Federal Immigration Reform and Control Act of 1986 (IRCA), as amended, and any state law requirements, if applicable, TBH is committed to employing only individuals who are authorized to work in the United States. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by TBH.

(4:10) Upon hire, you were given this copy of the Employee Handbook. After reading this handbook, please sign the receipt page and return it to your supervisor. You will be asked to complete personnel, payroll, and benefit forms. If you lose this handbook or if it becomes damaged, please notify your supervisor to obtain a replacement copy.

Section 5: Personnel Records Policy

(5:1) TBH maintains a Personnel File on each employee. The file includes, but not necessarily limited to, information such as the employee's job application, resume, performance evaluations and salary history.

(5:2) Employee medical information is filed separately according to law.

(5:3) Any employee who wishes to view their Personnel and Medical Files may do so in the presence of the Administrator or a person appointed by the Administrator. An appointment to view the files should be scheduled in advance.

(5:4) Personnel and Medical Files are the property of TBH and cannot be removed from the premises without the permission of the Administrator. The files are stored in locked file cabinets and access is restricted to those designated by the Administrator. Copies are available to the employee at employee's expense.

(5:5) Employee records and inquiries about employee's personal information will be kept confidential as possible and such information is not to be released without the written consent of the employee and the Administrator unless instructed to do so by law.

(5:6) Employees are required to promptly notify the Administration Office of any changes in their personal information including a change of address, phone number, marital status, number of dependents, persons to be contacted in the event of an emergency, insurance beneficiary designations, educational accomplishments and current credentialing and licensure certificates.

Section 6: Employee Evaluations Policy: Employees may receive oral or written evaluations any time at the discretion of the Supervisor. Employee evaluations must be filed in the Personnel File. Employees may offer a written response to any evaluation and have it filed in their Personnel File.

Section 7: Compensation Policy

(7:1) It is the intention of TBH to comply with the Department of Labor's Federal Labor Standards Act regulations in all areas of employment including, but not limited to; the proper classification of employees, procedures to prevent improper deductions from employee paychecks and to reimburse employees in a timely manner for improper deductions, recordkeeping requirements, minimum wage requirements, minimum age work requirements and overtime regulations. Any employee who disagrees with his or her compensation is should follow the Grievance Policy (Section 34) of this Employment Policy.

(7:2) TBH will pay its employees compensation that is both non-discriminatory and competitive, taking into consideration the overall financial condition of TBH. As such, wages and salaries for various positions may be adjusted by TBH to reflect market conditions and cost of living. This type of across-the-board wage and salary adjustment will be the same for all employees within the same job classification.

(7:3) Length of employment will be a consideration with respect to scheduling, paid time off, promotions and transfers of shifts within individual departments.

(7:4) The workweek begins on Sunday and ends on Saturday. Employees are paid bi-weekly, every other Friday. A calendar listing the pay dates for each period is posted by the time clock. Employees may make arrangements to have their paychecks deposited directly into their bank accounts.

(7:5) TBH is required to deduct Federal and State income and Social Security taxes from employee paychecks. Other deductions, such as health insurance and retirement contributions, will be deducted upon the written authorization of the employee. Should an error be found in any paycheck, the employee must contact the Administration Office as soon as possible.

(7:6) Hourly employees who work in excess of 40 hours in any week will receive overtime pay. All overtime must be approved in advance by the employee's Supervisor and Administrator. No overtime pay will be given for benefit time, except for those who are working on a holiday as described in Section 11.

Section 8: Time Clock Policy

(8:1) All hourly employees must clock in at the beginning of their shift and clock-out at the end of their shift. Any employee who leaves TBH premises during his or her work period must clock-out before leaving and clock-in on return, unless the employee is performing assigned work duties off campus.

(8:2) Employees are prohibited from clocking in or out for another employee. Any employee caught in violation of this policy is subject to disciplinary action, up to and including termination.

Section 9: Attendance Policy

(9:1) TBH is committed to providing residents with the best possible care. Therefore, it is extremely important that each employee work his or her scheduled shift and report for work on time. Excessive tardiness and absences are grounds for disciplinary action, up to and including termination.

(9:2) Employees must notify their Supervisor, as soon as possible, if they cannot work their scheduled shift. If the Supervisor is not available, the employee should notify the person in charge of his or her department. Only in an emergency should someone other than the employee notify TBH of his or her absence or tardiness for work.

(9:3) Absences may be considered excused for the following reasons: employee's illness or injury when declaring Family and Medical Leave; illness or injury of an employee's family member when declaring Family and Medical Leave; Funeral Leave, Paid Time Off and Holiday according to TBH policies; Jury Duty, Military Service, Voting Leave and Workers Compensation Leave as described and required by law.

(9:4) TBH may require written or witnessed verification for absence or tardiness.

Section 10: Break Policy

(10:1) Employees may have a 15-minute paid break, during each eight-hour shift. Breaks are scheduled by the Supervisor.

(10:2) Employees may have a 30-minute unpaid meal break, during each eight-hour shift. Regulations require that an employee must be free of all work assignments while on unpaid break. Meal breaks are scheduled by the Supervisor.

Section 11: Holiday Policy

(11:1) TBH observes seven paid holidays each year. The paid holidays are: New Year's Day (January 1); Good Friday (the Friday before Easter); Memorial Day (last Monday in May); Independence Day (July 4th); Labor Day (first Monday in September); Thanksgiving (fourth Thursday in November); and Christmas Day (December 25).

(11:2) An employee who works on any of the holidays listed above will be paid one and one-half times their regular pay plus their regular holiday pay. Employees who are scheduled to work on a holiday and are absent will not receive holiday pay.

(11:3) Employees scheduled off on a holiday must work the scheduled day prior to the holiday and the next scheduled day following the holiday to receive holiday pay. PTO may be used on the scheduled day before or after but it MUST be scheduled in advance of the holiday or the employee does not receive holiday pay.

(11:4) Employees absent due to Family Medical Leave, Paid Sick Leave, Leave of Absence or Workers Compensation do not receive holiday pay.

(11:5) Full-Time and Part-Time employees are eligible for paid holidays immediately upon hire.

(11:6) Exempt employees will receive holiday pay in compliance with State and Federal Wage and Hour Laws.

(11:7) Part-Time employees are eligible for holiday pay in proportion to the number of hours they normally are scheduled to work.

Section 12: Paid Time Off Policy (PTO)

(12:1) Employees will earn Paid Time off (PTO) based on the number of hours actually worked, not including overtime. PTO begins accruing immediately upon employment, but may not be taken until the employee has completed six full months of employment.

(12:2) PTO accrues at the rate of .03846 per hour worked. After an employee has been employed for seven years, PTO accrues at the rate of .05769 per hour worked. After an employee has been employed for 15 years, PTO accrues at the rate of .07692 per hour worked.

(12:3) PTO hours will be allowed to accrue up to 120 hours for an employee with less than seven years of employment; 164 hours for an employee with more than seven years, but less than 15 years of employment; and 240 hours for employees with more than 15 years of employment.

(12:4) PTO may be requested by the day, days, or week. Employees paid hourly may use PTO in hour increments with the permission of their Supervisor. A PTO request form should be turned in to your Supervisor at least one-month prior to the requested time off. PTO will be scheduled by departments according to length of service and staffing needs. Accumulated PTO hours will be reflected on employee pay stubs (after six (6) full months of employment).

Section 13: Funeral Leave Policy

(13:1) Employees who average more than 36 hours of work per week will be allowed up to 24 working hours of time off with no loss of pay, for funeral leave. Employees who average less than 36 hours of work per week will be allowed up to eight working hours of time off for each 10 hours per week, averaged in the previous year, with no loss of pay, for funeral leave.

(13:2) Funeral leave coverage includes the death of an employee's spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, grandchild or grandparent.

(13:3) Employees will receive pay only for scheduled work the day before, day of and/or the day after the funeral.

(13:4) Employees should notify their Supervisor, as soon as possible, when taking funeral leave, and may be required to present verification, such as a funeral notice or program.

(13:5) Employees who are absent due to Family Medical Leave, Paid Sick Leave, Leave of Absence or Workers Compensation do not qualify for paid Funeral Leave.

Section 14: Voting Leave Policy: If the work schedule does not permit an employee three consecutive hour's off-duty, during the hours polls are open, the employee will be given up to three hours of paid leave, for the purposes of voting. The hours will be determined by the Supervisor. The employee must request time off to vote prior to the day of the election. TBH may request verification from the employee to receive the paid leave.

Section 15: Jury Duty Leave Policy: Employees who are called to serve on a jury will be given paid time off for scheduled days of work. An employee must give a copy of the jury summons to his or her Supervisor, as soon as possible. Employees who are absent due to Family Medical Leave, Paid Sick Leave, Leave of Absence or Worker's Compensation do not qualify for jury duty paid time off.

Section 16: Military Leave Policy: It is the intention of TBH to comply with all laws (USERRA) regarding Military Leave. Employees who are either a military reservist or a member of the National Guard will be allowed two weeks paid leave, per calendar year, for the purpose of participating in required military training. If additional time is required, an employee may use any portion of his or her accrued Paid Time Off and/or Paid Personal Leave. Employees who receive orders requiring active military duty should notify their Supervisor immediately. TBH may request verification to qualify for Military Leave.

Section 17: Paid Sick Leave Policy (PSL)

(17:1) Employees accrue .05769 hours of Paid Sick Leave (PSL) per hour worked, up to 40 hours per week. Employees who began employment on or before June 30, 2007 shall accrue up to a maximum of 1,040 hours of PSL. Employees who began employment after or on July 1, 2007 shall accrue up to a maximum of 480 hours of PSL.

(17:2) Employees do not accrue any benefit time while on PSL.

(17:3) An employee may use accrued PSL beginning on the first scheduled workday of an employee's non-work related hospitalization or after missing 24 scheduled work hours of an employee's non-work related illness or injury.

(17:4) An absence caused by an employee's physical illnesses or injury, qualifies for PSL when he or she is under the direct care of a licensed physician. Mental Illness is compensatory under the direct care of a licensed psychiatrist or licensed clinical psychologist. Elective or cosmetic surgeries do not qualify for paid sick leave unless required by the physician to treat disease or repair after injury.

(17:5) In order for an employee to receive PSL, TBH reserves the right to obtain written statements from a medical provider, appropriate to the employee's condition, as often as necessary, that includes an opinion regarding an employee's ability, restricted ability or total inability to perform the essential duties of the job and an expectation date of return to work. Failure to obtain requested documentation may delay or forfeit PSL.

(17:6) It is the responsibility of the employee to maintain regular, at least weekly, contact with the Supervisor regarding his or her condition and give an expected date

of return to work. Violation of this requirement may cause the employee to forfeit PSL for each week of failure to report and termination of employment.

(17:7) An employee who voluntarily leaves employment after 55 years of age, with 10 years of consecutive employment at TBH, may receive as a cash bonus equal to 50% of the employee's accrued PSL, up to a maximum of 360 hours. An employee who is involuntarily terminated will not qualify for this benefit.

(17:8) If an employee dies after 55 years of age, with 10 years of consecutive employment at TBH, the surviving spouse shall receive cash equal to 50% of the employee's accrued PSL, up to a maximum of 360 hours.

(17:9) All PSL benefits expire on termination of employment. TBH retains ownership of all PSL hours. An employee will not receive compensation for unused PSL, except as described in (17:7) & (17:8).

Section 18: Family and Medical Leave Policy (FML)

(18:1) In accordance with The Family and Medical Leave Act of 1993 ("FMLA"), employees who have worked for The Baptist Home for at least 12 months and for at least 1,250 hours during the previous 12 months may take up to 12 weeks of unpaid, job-protected leave during any twelve 12 months for the following family and medical reasons:

1. For incapacity due to pregnancy, prenatal medical care or birth of a child;
2. To care for the employee's child after birth, or placement for adoption or foster care;
3. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
4. For a serious health condition that makes the employee unable to perform the employee's job.

(18:2) *Military Family Leave*: Eligible employees with a spouse, son daughter or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use the 12-Week FML to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. FML also includes a special leave that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered member for the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

(18:3) Spouses employed by TBH may take a combined total of 12 weeks of Family Medical Leave (FML) for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health

condition. Leave for birth and care, or placement for adoption or foster care must conclude within 12 months of the birth or placement.

(18:4) An employee may be allowed to take FML intermittently either in blocks of time or by reducing their normal weekly or daily work schedule.

(18:5) For purposes of FML, the following definitions apply:

1. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either: any period of or treatment connected with inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical-care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care; or continuing treatment by a health care provider which includes any period of incapacity (i.e. inability to work, attend school or perform other regular daily activities) due to:

- a. A health condition (including treatment or recovery) lasting more than three consecutive 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; or one treatment by a health care provider with a continuing regimen of treatment; or
- b. Pregnancy or prenatal care. A visit to the health care provider is not necessary for each absence; or
- c. A chronic serious health condition which continues over an extended period of time, requires periodic visits to a health care provider, and may involve occasional episodes of incapacity (e.g., asthma, diabetes). A visit to a health care provider is not necessary for each absence; or
- d. A permanent or long-term condition for which treatment may not be effective (e.g. Alzheimer's, a sever stroke, terminal cancer). Only supervision by a health care provider is required, rather than active treatment; or
- e. Any absences to receive multiple treatments for restorative surgery of for a condition which would likely result in a period of incapacity of more than three days if not treated (e.g. chemotherapy or radiation treatment for cancer).

2. "Health care provider" means:

- a. Doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which doctors practice; or
- b. Podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; or

- c. Nurse practitioners, nurse-midwives and clinical social workers authorized to practice, and performing within the scope of their practice, as defined under state law; or
- d. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; or
- e. Any health care provider recognized by the employer or the employer's group health plan benefits manager.

(18:6) Notice and Certification

1. Employees seeking to use FML are required to provide 30 days advance notice when the need is foreseeable. If not foreseeable, notice must be provided as soon as possible, generally within two days after the need becomes known.
2. When intermittent leave is needed to care for an immediate family member or the employee's own illness, and is for planned medical treatment, the employee must try to schedule the treatment so as not to unduly disrupt the operations of The Baptist Home.
3. Any leave request based on a family member's or employee's own serious health condition must be supported by certification from a healthcare provider. TBH may require a second or third opinion and a fitness for duty report to return to work. TBH may also request periodic reports during the FML regarding the employee's status and intent to return to work. TBH reserves the right to verify and monitor qualification of FML according to law.
4. It is the duty of the employee to maintain regular, at least weekly, contact with the Supervisor regarding his or her status under FML. Violation of this requirement may result in disciplinary action, up to and including termination of employment.

(18:7) An employee will be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment on return to work from FML. Under specific and limited circumstances where restoration to employment will cause substantial and grievous economic injury to its operations, as employer may refuse to re-instate certain highly-paid "key" employees after using FML.

(18:8) Employees, who claim FLM due to their own inability to work because of a serious health condition, are required to use their accrued Paid Sick Leave and Paid Time Off during FML.

(18:9) Employees who exhausted their 12-week FML may maintain their health insurance coverage, but will be required to pay the applicable monthly premium, if accrued Paid Sick Leave and Paid Time Off have been expended.

(18:10) Employees, who claim FML, will not accrue employment benefits such as Paid Sick Leave, Paid Time Off, or receive Holiday pay. An employee's use of FLM will not result in the loss of any employment benefit that the employee accrued prior to taking FML.

(18:11) TBH will not interfere with, restrain, or deny the exercise of any right provided by FML and will not discharge or discriminate against any individual for opposing any practice, or becoming involved in any proceeding related to the FML.

Section 19: Leave of Absence Policy: Employees who are not eligible for Family and Medical Leave or who have exhausted their Paid Sick Leave and Paid Time Off may request an unpaid leave of absence. TBH is not obligated to grant leave of absences or extend benefits while on such leave, unless prohibited by law. It is the duty of the employee to maintain regular, at least weekly, contact with the Supervisor regarding his or her status while under leave of absence and give an expected date of return to work. Violation of this requirement may result in disciplinary action, up to and including termination of employment.

Section 20: Conclusion of Employment: Employees are requested to give a minimum of two-week notice when resigning their positions. RNs and LPNs are requested to give 30 days notice. Former employees must seek permission of the Administrator to return to the campus of TBH. Violation of this directive may be considered trespassing.

Section 21: Safety Policy & Workers' Compensation Insurance Policy

(21:1) It is the intention of TBH to provide its employees a safe working environment. As such, all employees are expected to be alert at all times; to watch for and immediately correct or report any safety hazard; and to know, and follow at all times, all safety rules established by TBH, the MO Division of Labor and the Occupational Health and Safety Administration.

(21:2) TBH provides Workers' Compensation Insurance for all employees as required by law. Any employee who sustains a work-related injury or illness must inform his or her Supervisor at the time of the injury or illness, regardless of the severity, and must complete a written report within 24 hours of the incident.

(21:3) Employees requiring medical attention will be referred to the physician designated by TBH, unless an emergency or otherwise approved by the Administrator. In addition, the employee may choose any physician of choice at his or her own expense.

(21:4) A doctor's release is required prior to returning to work. In order to return to work, the physician must give written authorization for return to work, with any restrictions noted. Return to work notices must be discussed with the Department Supervisor and Administrator to encourage the employee to follow the restrictions the physician has noted.

(21:5) Provide copies of all bills, assessments, and all paperwork related to the on-the-job injury or illness to the Administrator, in order that they may be submitted to the insurance provider for payment.

(21:6) When medication is prescribed by the physician to treat the on-the-job injury or illness, the employee makes the purchase and pays for the medication. The employee then brings the paid receipt to the Administration Office to be submitted to the Workers Compensation Insurance for reimbursement.

(21:7) An employee's failure to comply with safety policies or rules and Workers Compensation procedures is cause for disciplinary action, up to and including termination. Any false or exaggerated claim will be reported immediately to the Missouri Division of Workers Compensation. Worker Compensation fraud is subject to criminal prosecution.

(21:8) It is the duty of the employee to maintain regular, at least weekly, contact with the Supervisor regarding his or her status while on Worker's Compensation Leave and give an expected date of return to work. Violation of this requirement may result in disciplinary action, up to and including termination of employment.

Section 22: Illegal Drug, Prescription Abuse & Alcohol Abuse Policy

(22:1) TBH is committed to protecting the safety, health and well-being of employees, residents and guests in our workplace. We recognize illegal drug, prescription drug and alcohol abuse pose a significant threat to this commitment. This policy recognizes that behavior influenced by illegal drugs, prescription drug and alcohol abuse can be disruptive; can adversely affect the quality of work; can pose serious health risks to users and others; and can have a negative impact on morale. The Baptist Home requires employees, volunteers and applicants to adhere to a strict policy regarding the use and possession of illegal drugs, medications and alcohol.

(22:2) Any person who is conducting business or representing TBH on or off premises or is applying for employment is covered by this policy. It applies to all employees and volunteers, including conditional status employees, all levels of administration and management and hourly employees.

(22:3) It is a violation of this policy to use, possess, sell, trade, and or offer for sale alcohol, illegal drugs, prescriptive medicines without a physicians order, or intoxicants. It is a violation for any person covered by this policy to refuse such testing for illegal drug, prescription drug or alcohol abuse. If any person violates any or all of this policy, appropriate disciplinary action will be taken, up to and including termination of employment and vacating the premises of The Baptist Home.

(22:4) TBH recognizes that drug and alcohol abuse addictions are treatable illnesses, and that early intervention and support improve the success of rehabilitation. We therefore encourage all persons to seek help if they are concerned that they or their family members have an abuse and/or addiction problem, and encourage all to utilize the services of qualified professionals to assess the seriousness of the problem and to identify appropriate resources for treatment.

(22:5) TBH will use acceptable standards and devices to screen for illegal drug, prescription drug or alcohol use. All new employees, including former employees who are rehired, will be tested before beginning work. All employees who have had a workplace incident involving lost work days or medical treatment will be tested before returning for work. All employees, who have had a history of testing positive (confirmed by laboratory and/or designated physician) for illegal drug, prescription

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drug abuse or alcohol abuse, may be required to submit to regular and random testing. TBH reserves the right to conduct regular, random and non-discriminatory testing for illegal drug, prescription drug and alcohol abuse of any and all employees at its discretion.

Section 23: Medical, Life, Dental & Disability Insurance Program

(23:1) TBH provides access to group medical, life, dental, and disability insurance through Guidestone Financial Resources of the SBC, Inc. to employees, who work an average of 36 hours or more per week, beginning on the 91st day of employment. Dependent coverage is also available for qualifying employees. Employees may waive medical coverage. For more information, see the personnel assistant designated by the Administrator or www.Guidestone.org.

(23:2) Effective January 1, 2011, The Baptist Home provides qualifying employees a \$3,000 High Deductible Health Plan (HDHP). Spouse and dependent coverage is available, but is paid by the employee.

(23:3) TBH will contribute \$1 for each \$1 the qualifying employee contributes, up to \$50 per month, into the employee's Health Savings Account (HSA). The qualifying employee may contribute additional amounts to his or her HSA, up to the allowable limits of the law.

(23:4) TBH pays the cost of term life insurance for qualifying employees. Term life insurance coverage is equal to 3 times the employee's annual salary or wages based on a 40 hour work week. Some of the premium cost paid by The Baptist Home is considered taxable income to the employee by the IRS. Spouse and dependent life insurance coverage is available, but is paid by the employee.

(23:5) TBH makes available group dental coverage for all qualifying employees and their dependents. All dental insurance costs are paid by the employee.

(23:6) TBH makes available group disability insurance coverage for all qualifying employees and is paid by the employee.

(23:7) Medical, Life, Dental and Disability insurance coverage is terminated for employees and their dependents after the last day of employment. However, former employees and their dependents may qualify for continued medical coverage for a limited time as required by law at their own expense. Application for continued coverage must be completed in the Administration Office within sixty (60) days of termination date.

Section 24: Retirement Program

(24:1) Guidestone Financial Resources, Inc. manages the retirement benefit program in behalf of TBH. Any employee who regularly works 20 hours or more per week is qualified to participate and make voluntary tax-deferred contributions. Employees may choose to invest their contributions from funds managed by Guidestone Financial Resources, Inc. TBH is not responsible for the performance of any fund or advice given in oral or written form by any employee. For more information, see the personnel assistant designated by the Administrator or www.Guidestone.org.

(24:2) After 2 years of employment, TBH will contribute an amount equal to 5% of the qualifying employee's regular pay, excluding overtime. Employer contributions begin with the first full pay period after the employee meets eligibility requirements.

(24:3) After 10 years of employment, TBH will contribute an amount equal to 10% of the qualifying employee's regular pay, excluding overtime. Employer contributions begin with the first full pay period after the employee meets eligibility requirements.

(24:4) Employees may choose to make contributions to their retirement accounts (at any time) by completing a Salary Reduction Agreement in the Administration Office. Tax-deferred contribution limits are determined by the IRS.

(24:5) Employees are encouraged to seek the advice of a Certified Financial Planner or a representative of Guidestone Financial Resources, Inc. at least one-year in advance of retirement or before making early withdrawals.

(24:6) Employees fully own their voluntary contributions and associated earnings.

(24:7) Employees hired on or before December 31, 2006 are fully vested in the plan; and therefore, fully own employer contributions and associated earnings.

(24:8) Employees hired on or after January 1, 2007 are fully vested after 5 years of employment; and therefore, will not own any amount of the employer contributions or associated earnings until after 5 years of employment. After 5 years of employment, such employees will be fully vested in the plan; and therefore, fully own employer contributions and associated earnings. Employees who terminate for any cause, voluntary or involuntary, before completing 5 years of employment, forfeits any claim of the employer contribution or associated earnings.

Section 25: Identification Badge Policy: Employees are required to wear an identification badge while on duty. The badge is the property of The Baptist Home and must be turned into the Personnel Office upon termination of employment. Stickers, pins, or foreign objects may not be placed on the badge.

Section 26: Parking and Speed Limit Policy: Employees are required to park in the designated employee parking areas and are required to observe the posted speed limit and drive cautiously while driving on TBH grounds. Employees should enter and leave the grounds as quietly as possible so as not to disturb our residents and should yield to residents and pedestrians walking on the premises. TBH is not responsible for damages and theft of personal vehicles.

Section 27: Smoking & Tobacco Use Policy: Smoking and tobacco use is prohibited within the buildings of TBH. Smoking and tobacco use is allowed only outside in designated areas and only during the break periods according to Section 10. Employees who litter the premises with tobacco products and abuse this policy may result in disciplinary action, up to and including termination of employment. In 2012, TBH intends to have a tobacco free campus policy which means no tobacco use will be allowed on any of TBH campuses.

Section 28: Telephone Use Policy: Employees may not make or receive personal phone calls while on duty, except in case of an emergency. The use of camera

phones is prohibited in order to respect the confidentiality of residents, staff and visitors.

Section 29: Gratuity Gift Policy: Employees are prohibited from accepting tips or gifts from residents, their families or visitors.

Section 30: Sale & Solicitation Policy: Employees are prohibited from selling merchandise or soliciting while on duty. Employees may advertise personal items for sale on designated employee bulletin boards, but should discuss and handle any transactions while off duty.

Section 31: Gift Giving Policy: In consideration of the financial circumstances of our employees, no employee will be coerced to contribute to any collection.

Section 32: Computers, Internet & Technology Use Policy: Employees may have access to computers, the internet, email, fax machines, communication devices and related technology to be used only for the purposes of assigned work and only by those authorized by the Administrator. Electronic information is confidential and is to be used in the course of assigned work.

Section 33: Appearance and Cleanliness Policy: Employees are expected to present a neat and clean appearance, free from offensive odors, and are required to adhere to the dress code established by their Department.

Section 34: Grievance Policy:

(34:1) Any employee, who has a complaint or problem regarding their work, should discuss the matter with his or her Supervisor.

(34:2) If the problem is not resolved to the employee's satisfaction, the employee should present the grievance in writing to the Administrator of the facility.

(34:3) If satisfaction is not reached at this stage, the employee may present the grievance in writing to the President of TBH. A written response will be provided to the employee.

(34:4) If satisfaction is not reached at this stage, the Administrator and the President will present the grievance in writing to the Staff Development Committee of the Board of Trustees. The employee will be given a written response. The Chairman of the Board of Trustees and the President shall serve as non-voting members of the Staff Development Committee in all grievance procedures.

Section 35: Resident Abuse Policy

(35:1) Resident Abuse is considered a purposeful act toward a resident that endangers his or her personal safety, property, or emotional well-being and includes physical, sexual, emotional and verbal abuse. Neglect is a purposeful act withheld from a resident that endangers his or her personal safety, property, or emotional well-being.

(35:2) Adequate substantiation of abuse or neglect of a resident will be grounds for termination of employment at TBH. Such abuse will be reported to The Missouri Department of Health and Senior Services and credentialing agencies.

(35:3) Each employee is responsible to report abuse or neglect if observed or suspected. Employees must report such acts of abuse or neglect to their Supervisor and Administrator. A Hotline Number is posted throughout the facility to notify The Missouri Department of Health and Senior Services.

Section 36: Resident Rights & Resident Confidentiality Policy

(36:1) Employees will become familiar with, practice and support Resident Rights throughout their employment at TBH. A written copy of Resident Rights will be given to each new employee on the first 1st day of employment. Copies are available from the Supervisor or in the Administration Office.

(36:2) Resident records are the property of TBH and cannot be removed from the premises without the written consent of the Resident and the Administrator.

(36:3) Employees must respect the confidentiality of residents at all times while on and off work assignments. Inquiries regarding Resident Information must be given only to those directly involved in the residents care for which the resident has given prior permission. Inquiries falling outside these perimeters must be directed to the Administrator. Violation of resident confidentiality is grounds for termination of employment.

Section 37: Reimbursement while Attending Meetings Policy: Employees who are presented the opportunity, in consultation with their supervisor and the Administrator, to attend seminars for advanced training or to attend The Baptist Home meetings will be reimbursed under the following guidelines:

(37:1) Meetings and conferences are considered voluntary unless posted as mandatory.

(37:2) Employees will be paid for their scheduled working time only. Employees will not be paid for travel time beyond schedule time.

(37:3) Employees should use TBH vehicle or transportation provided by TBH.

(37:4) If a vehicle is not available the employee may use their personal vehicle for TBH related purposes, with permission from the Administrator. The employee will be reimbursed mileage expense at the standard per mile rate established by TBH. Fuel used during the trip is included in the standard mileage rate. TBH is not responsible for damage or repairs to employees' use of their personal vehicle. The vehicle must have a current license plate, inspection sticker, and insurance, according to applicable laws. Damages and injuries, while using an employee's personal vehicle, is covered by the employee's personal auto insurance.

(37:5) Employees will be reimbursed for their meal and lodging expenses; if the trip necessitates an overnight stay as determined by the Administrator.

Section 38: Code of Conduct, Ethics & Whistleblower Policy:

(38:1) TBH requires Trustees, Officers and Employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. They must practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations. It is their responsibility to comply with this Code of Conduct and Ethics and to report violations or suspected violations in accordance with this Whistleblower Policy. No Trustee, Officer or Employee who in good faith reports a violation shall suffer harassment, retaliation or adverse employment consequence. Anyone who retaliates against a person who has reported a violation in good faith is subject to discipline up to and including termination of employment by the President of the Corporation and/or facility Administrator or removal as a Trustee or Officer of this Corporation by action of the Board of Trustees. This Whistleblower Policy is intended to encourage and enable any and all to raise serious concerns within the organization prior to seeking resolution outside the organization.

(38:2) Designated Compliance Officers for Employees

The Administrator, for his or her facility, and the President of the Corporation, for all facilities and operations, shall serve as Compliance Officers of TBH in matters of enforcement pertaining to employee compliance.

(38:3) Investigation and Compliance Officers' Responsibility

The designated Compliance Officer is responsible for investigating and resolving all reported complaints and allegations concerning violations at his or her discretion, and shall advise and inform the President in matters pertaining to Employee violation and compliance.

(38:4) Open Door Policy

TBH has an open door policy regarding the reporting of violations and suggests that Employees share their questions, concerns, suggestions or complaints with someone who can address them properly. In most cases, an employee's supervisor is in the best position to address an area of an employee's concern pertaining to employee or resident care issues. However, if you are not comfortable speaking with the supervisor or are not satisfied with the supervisor's response, you are encouraged to speak with the facility Administrator or President of the Corporation or anyone in management whom you are comfortable. Supervisors and managers are required to report suspected violations to the facility Administrator and/or the President, who has specific and exclusive responsibility to investigate all reported violations. For suspected fraud, or when you are not satisfied or uncomfortable with following the organization's open door policy, individuals should contact the organization's Compliance Officer directly.

(38:5) Complainant Responsibility

Anyone filing a complaint concerning a violation or suspected violation of this Code of Conduct and Ethics and the Whistleblower Policy must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of the Code of Conduct and Ethics and the Whistleblower Policy. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

(38:6) Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

(38:7) Acknowledgements

The Compliance Officer will notify the complainant and acknowledge receipt of the reported violation or suspected violation within five business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.