



# **Turner Senior Solutions LLC**

**The TSS Employee Manual**

**November, 2023**

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# Core Policies

## 1.0 Welcome

### 1.1 From the Company President

Welcome! You have just joined a dedicated organization. We hope that your employment with Turner Senior Solutions LLC will be rewarding and challenging. We take pride in our employees as well as in the services we provide.

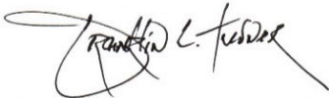
The Company complies with all federal and state employment laws, and this handbook generally reflects those laws. The Company also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees. Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the workplace.

If you have questions about your employment or any provisions in this handbook, contact Human Resources.

We wish you success in your employment here at Turner Senior Solutions LLC!

All the best,

A handwritten signature in black ink that reads "Franklin C. Turner". The signature is written in a cursive style with a large initial 'F'.

Frank Turner, President  
*Turner Senior Solutions LLC*

**1.2 At-Will Employment.** Your employment with Turner Senior Solutions LLC is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Company at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Company document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the Company's President has the authority to make promises or negotiate policies regarding guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the President.

If a written contract between you and the Company is inconsistent with this handbook, the written contract is in control.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

## **2.0 Introductory Language and Policies**

### **2.1 THE PHILOSOPHY OF TURNER SENIOR SOLUTIONS**

It is the intent of Turner Senior Solutions and Rutland Place to provide a productive, creative, collaborative, fulfilling, safe and compassionate working environment for our employees. We believe that by meeting those goals, we will reach our goal....to deliver "beyond expectation" services and living environments for our seniors. We understand that we can achieve this with you.

TSS/Rutland Place values its employees and feels strongly that competent, well-informed, and productive employees are essential to our success. TSS/Rutland Place intends to build and maintain a working environment that will support your best efforts. Our policies are established to help fulfil the mission of TSS/Rutland Place and, at the same time, take care of your interests and needs as an employee. This Handbook is our way of keeping you informed of policies that both support and guide you on the job. We want you to have quality work experience, to be highly productive in your work; and, hopefully, to experience personal achievement and satisfaction as a member of our team.

Policies help ensure equity and fairness in our workplace. Policies, however, are only as good as their implementation. We expect all employees to translate these policies into action. Please familiarize yourself with the contents of this handbook so all of us can work together productively in achieving our mission.

We count on your commitment, competency, integrity, and good relationship skills as a member of our team.

### **2.2 Company Facilities**

Turner Senior Solutions LLC is a senior living management company whose headquarters is in South Carolina. The senior management of TSS all have decades of experience in the senior living industry and strive to provide a signature solution in approaching a comfortable, resident and employee-centric operation. Turner Senior Solutions LLC has managed Rutland Place Senior Living since 2008 and continues to incorporate best practices in our approach.

## **2.3 Ethics Code**

Turner Senior Solutions LLC will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, always consistent with their duty of loyalty to the Company.

We expect that officers, directors, and employees will not knowingly misrepresent the Company and will not speak on behalf of the Company unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the Company or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether the violator cooperated in any subsequent investigation.

## **2.6 About This Handbook**

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Turner Senior Solutions LLC policies and procedures. It contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for benefits or the applicability of a policy or practice to you, you should address your specific questions to the Human Resources Department.

This handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as we determine it to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

## **3.0 Hiring and Orientation Policies**

### **3.1 Accommodations for Pregnant Employees**

Turner Senior Solutions LLC will provide reasonable accommodation to pregnant employees for known limitations related to pregnancy, childbirth, or other related medical conditions in accordance with the federal Pregnant Workers Fairness Act (PWFA).

Examples of potential reasonable accommodations include:

- Seating.
- Closer parking.
- Flexible hours.
- Appropriately sized uniforms and safety apparel.
- Additional break time to use the bathroom, eat, and rest.
- Leave or time off to recover from childbirth.
- Limitations on strenuous activities; and
- Limitations on strenuous activities or those that involve exposure to compounds unsafe for pregnancy.

If you require accommodation, notify your Manager/Supervisor. If the need for a particular accommodation is not obvious, you may be asked to include relevant information such as:

- The reason you need accommodation.
- A description of the proposed accommodation.
- How the accommodation will address limitations caused by pregnancy, childbirth, or related medical conditions.

The Company will not require you to accept any accommodation without engaging in the interactive process to accurately understand your limitations and explore potential accommodations. The Company is not required to provide your specifically requested accommodation and is not required to provide any accommodation that would constitute an undue hardship for the Company.

If leave is provided as a reasonable accommodation, it may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by law.

The Company will comply with state or local laws that provide additional protection beyond the PWFA.

The Company will not retaliate against employees who request or receive accommodation under this policy.

### **3.2 Conflicts of Interest**

Turner Senior Solutions LLC is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Company, you must disclose it to your Manager/Supervisor. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

### **3.3 Employment Authorization Verification**

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Turner Senior Solutions LLC. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Manager/Supervisor.

If you are authorized to work in this country for a limited period, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

### **3.4 Employment of Relatives and Friends**

We will not employ friends or relatives in circumstances where actual or potential conflicts may arise that could compromise supervision, safety, confidentiality, security, and morale at Turner Senior Solutions LLC. It is your obligation to inform the Company of any such potential conflict so the Company can determine how best to respond to the situation.

### **3.5 Job Descriptions**

Turner Senior Solutions LLC attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your Manager/Supervisor.

Job descriptions prepared by the Company serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the Company may have to revise, add to, or delete from your job duties per business needs. On occasion, the Company may need to revise job descriptions with or without advance notice to employees.

If you have any questions regarding your job description or the scope of your duties, please speak with your Manager/Supervisor.

### **3.6 New Hires and Introductory Periods**

The first 60 days (about 2 months) of your employment is considered an introductory period. During this period, you will become familiar with Turner Senior Solutions LLC and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

### **3.7 Posting of Openings**

Turner Senior Solutions LLC desires to promote qualified employees from within where it believes that is possible, consistent with the need to assure that all positions are staffed by highly competent individuals. New job openings generally will be posted on the bulletin board, as well as on the community's internet site. (You may be eligible for a referral bonus when you refer new employees.) Job openings are posted internally and externally at the same time.

### **3.8 Training Program**

In most cases, and for most departments, training employees is done on an individual basis by the department manager. Even if you have had previous experience in the specified functions of your job duties, it is necessary for you to learn our specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, consult your Manager/Supervisor. Annual compliance training, i.e., harassment, safety, etc., is accomplished through the Paychex Learning System online.

## **4.0 Wage and Hour Policies**

### **4.1 Attendance**

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your Manager/Supervisor. You may be required to provide documentation of any medical or other excuse for being absent or late, where permitted by applicable law.

Turner Senior Solutions LLC reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences where permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

**Failure to notify your immediate supervisor or Executive Director, or failure to produce requested backup documentation for the absence can result in immediate discharge.**

Absenteeism or tardiness that is unexcused or excessive in the judgment of the Company may result in termination. Also, you may be required to submit medical certification upon your return to work after three (3) or more consecutive days of absence. Employees who fail to appear for work or fail to contact their immediate supervisor regarding their absence for a period of three (3) days will be considered a voluntary resignation. *Please note that you may not be eligible for unemployment benefits if you voluntarily leave a job.*

### **4.2 Business Expenses**

The purpose of this policy is to define approved non-travel business expenses and the authority for incurring and approving such expenses at Turner Senior Solutions LLC.



Approved business expenses are the reasonable and necessary expenses incurred by employees to achieve legitimate business purposes that are not covered by normal Company procurement processes.

#### Business Meetings (Employer-Sponsored Events and Meetings)

The Company pays for expenses necessary to achieve a valid business purpose when meetings are held with customers, vendors, or other Company employees. The most senior Company individual present is to pay for and report all expenses.

The Company will make every effort to have a master account set up for Company-wide and large group events. However, if you are at a small meeting or staying by yourself at a hotel, pay individually and submit for reimbursement accordingly.

#### Entertainment

The Company pays for entertainment expenses only when they clearly benefit the Company and include customers and are promotional in nature. The most senior individual present is to pay for and report all expenses.

#### Technical and Training Seminars

The Company pays for expenses associated with attendance at classes and seminars that enhance job-related skills. Prior approval must be obtained by your Manager/Supervisor.

#### Gifts

You may present gifts only under exceptional circumstances and with prior approval of the appropriate Company officer.

#### Other Expenses

The Company will pay for postage and telephone expenses that are for business purposes.

#### Reporting

Report approved expenses on the standard expense reimbursement report form and include a description of the expense, its business purpose, date, place, and the participants. Original receipts are to accompany each form submitted.

### **4.3 Direct Deposit**

Turner Senior Solutions LLC encourages all employees to enroll in direct deposit. If you would like to take advantage of a direct deposit, you can enroll electronically by accessing your Paychex Flex account. Typically, the bank will begin the direct deposit of your payroll immediately but warns that they can take up to 30 calendar days after you submit your deposit authorization.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be provided to you on paydays in lieu of a check.

### **4.4 Employment Classifications**

The Company designates all employees as either exempt or nonexempt in compliance with applicable federal, state, and local law:

- **Exempt Employees.** Exempt employees are generally paid a fixed salary and are not entitled to overtime pay.
- **Nonexempt Employees.** Nonexempt employees are entitled to minimum wage and overtime pay.

The Company also assigns each employee to one of the following categories:

- **Regular Full-Time Employees.** Regular full-time employees are normally scheduled to work at least 30 hours per workweek, except for approved time off. Full-time employees are eligible for most Company benefits.
- **Regular Part-Time Employees.** Regular part-time employees are normally scheduled to work less than 30 hours per workweek. Part-time employees are not eligible for most Company benefits.
- **Temporary/Seasonal Employees.** Temporary employees are generally hired on a temporary or project-specific basis, with either full- or part-time hours. Seasonal employees are hired on a temporary basis during a time of year when extra work is available. Temporary/seasonal employees are not eligible for most Company benefits.

You will be informed of your classification, status, and responsibilities at the time of hire and at any time your classification, status, or responsibilities change. If you have a question regarding this information, contact Human Resources. These classifications do not alter your employment “at-will” status.

#### **4.5 Introduction to Wage and Hour Policies**

At Turner Senior Solutions LLC, pay depends on a wide range of factors, including pay scale surveys, individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, speak with your Manager/Supervisor.

#### **4.6 Job Abandonment**

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of 3 consecutive days, you will be considered to have abandoned your job and voluntarily resigned from Turner Senior Solutions LLC.

#### **4.7 Paycheck Deductions**

Turner Senior Solutions LLC is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt employees may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact your Manager/Supervisor.

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to your Manager/Supervisor.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

The Company will not retaliate against employees who report erroneous deductions in accordance with this policy.

#### **4.8 Posting of Work Schedules**

Turner Senior Solutions LLC utilizes the scheduling features found within Paychex’s operations systems. You are responsible for maintaining your availability by accessing the tab in your Flex account. Your

Manager/Supervisor is responsible for maintaining the schedules of their department. The schedules are maintained within the timeclock system and once posted is accessible by all employees who login to the system. All questions, errors, and changes must be addressed to your Manager/Supervisor.

#### **4.9 Recording Time**

Turner Senior Solutions LLC is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Company has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using the Paychex time clock. Speak with your Manager/Supervisor for specific instructions.

You must accurately record all your time to ensure you are paid for all hours worked and must follow established Company procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.
- Other compensable time required by state law (such as time taken waiting to undergo and undergoing mandatory screenings).

If you are required to clock in, you should clock in no more than five minutes before the time you start working and clock out no later than five minutes after you stop working.

Notify your Manager/Supervisor of any pay discrepancies, unrecorded or mis-recorded work hours, or any involuntarily missed meal or break periods. Time adjustments and time off requests must be entered into the timeclock no later than midnight on the Saturday before pay day every two weeks.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to the Executive Director any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

#### **4.10 Travel Expenses**

The purpose of this policy is to define approved business travel expenses and the authority for incurring and approving such expenses at Turner Senior Solutions LLC.

Travel expenses are the reasonable and necessary expenses incurred by employees when traveling on approved Turner Senior Solutions LLC business trips. Travel is limited to business activities for which other means of communication is inadequate and for which prior approval from your Manager/Supervisor has been received.

##### Advances

The Company does not generally provide cash travel advances. Normally, you will be expected to use personal credit cards and/or your own cash and submit approved expenses on the standard Expense Report Form.

##### Travel Expenses

The Company pays the actual amounts incurred for appropriate expenses when you are on travel assignments. Examples of typical expenses include the following:

- Airline tickets.

- Meals and lodging.
- Car rental, bus, taxi, parking.
- Telephone and fax.
- Laundry and dry cleaning (trips exceeding one week only, unless emergency).
- Business supplies and services.
- Associated gratuities.
- Other expenses necessary to achieve business purposes.

### Air Travel

Use economy or tourist class fares when traveling on Company business. In addition, private, noncommercial aircraft or chartered aircraft are not to be used, and no more than two Company officers should travel together on the same flight.

Airfares are to be charged to personal credit cards and subsequently submitted for reimbursement on a monthly expense report.

### Hotels

Neither in-room movies nor refreshment bars are approved Company expenses.

### Insurance

The Company does not pay for personal travel insurance for employees.

### Rental Cars

You are to use rental firms having existing relationships with the Company and, where feasible, have negotiated discount rates. Available reasonable transportation is to be used.

### Personal Vehicles

When using your own vehicle for business purposes, you must maintain insurance coverage as required by law and may not have more than 2 points on your driving record. **Travel between your home and primary office is not considered to be business travel.** You may not use your personal vehicle for business travel without authorization. Every attempt should be made to utilize the use of courier and delivery services to avoid hazard of liability and the time away from work. You will be reimbursed for vehicle use at the standard IRS mileage rate. The Executive Director or Company President must authorize any deviation from this policy.

### Reporting

Report approved expenses and ensure a description of the expense is included, its business purpose, date, place, and the participants and attach original receipts.

### Travel Reservations

Airline travel, rental cars, and hotels must be booked through the corporate designated travel agency to be reimbursed.

## **4.11 Use of Employer Credit Cards**

All employees in the possession of a credit card issued by Turner Senior Solutions LLC will adhere to the strictest guidelines of responsibility for the protection and proper use of that card. Credit card purchases related to Company vehicle use (gas, oil, etc.) under \$100 do not require prior approval. Credit card purchases for vehicle use over \$100 and any other business purchases over \$25 must receive prior approval from your Manager/Supervisor.

Submit all sales receipts generated by use of the Company credit card weekly to your Manager/Supervisor.

Your Company credit card may not be used for personal reasons. Use of the Company credit card is restricted to approved business-related expenses.

Any unauthorized purchases made with a credit card issued by the Company will be the cardholder's responsibility. You must reimburse any such purchase to the Company within 30 days of the purchase.

Immediately report lost or stolen Company cards to your Manager/Supervisor. Failure to follow this policy may result in disciplinary action up to and including discharge.

## 4.12 Internal Promotions

It is expected that as you move into a new position with the company, you will need some training to acclimate you to your new duties. The general duration of training can last from about two to four weeks. During your training period, you will continue your current rate of pay until such time you take over the new position. While the wage is lower for trainees, it is nevertheless a temporary wage.

In return for the lower wage, trainees have the advantage of experiencing different parts of an organization as they learn how things work. They will get support and learn in different ways including through mentorship and hand-on experiences.

Obligations of TSS to trainees

### 1. Variety of work experiences

Your training should provide you with the work, tools, facilities, staff interaction and anything else that could be part of a typical day in the role you are training for. As a trainee, you also have a right to mentorship and guidance. During your training period, your trainer has a duty to assign you to people who can mentor you for the role you are training for and provide you with the right supervision.

### 2. Apply OH&S regulations during your training period

As a trainee, you have the right to occupational health and safety (OH&S) regulations as much as the rest of the staff in the organization. This means that TSS will provide you with safety measures and tools.

### 3. Allow you the right to use your leave entitlements

As a trainee, you still have the right to use your leave as you wish and will continue to accrue hours at your current rate.

### 4. Monitoring of your progress

Your trainer will monitor your progress so we can determine how well the training period is going. You have a right to ask for your progress reports. Through monitoring, your trainer can advise you on changes that you might need to make.

You can be advised on what to focus more on and where you are doing well. You also have a right to look at your training brief to know what the goals set for you by the organization are.

### 5. Get workers' compensation insurance coverage

Workers' compensation insurance coverage is a type of insurance where employees who have been injured during employment can get a type of wage replacement and medical benefits during the healing period. As a current employee, you have a right to this type of insurance.

Obligations of trainee

While TSS has duties towards trainees, employees have their own set of responsibilities towards employers. As a trainee, you should:

- Respect company policies and procedures,

- Be willing to learn new things and show eagerness to experience this professional journey.
- Avoid being late for work but if you are, give a reason to your supervisor.
- Accept the instructions you are given when it comes to doing the work.
- Complete the work you are assigned in a professional and timely manner.
- Follow the Occupational Health & Safety regulations.
- Attend the formal training sessions provided by the online Learning System through Paychex.
- Go through your progress report and training plan regularly to keep yourself informed.

## **5.0 Performance, Discipline, Layoff, and Termination**

### **5.1 Criminal Activity/Arrests**

Turner Senior Solutions LLC will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Company, whether on or off Company property, may result in disciplinary action including suspension or termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

### **5.2 Exit Interview**

You may be asked to participate in an exit interview when you leave Turner Senior Solutions LLC. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the Company in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

### **5.3 Open Door/Conflict Resolution Process**

Turner Senior Solutions LLC strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the workplace to the attention of your Manager/Supervisor and, if necessary, to Human Resources or upper management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Company, management, its employees, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your Manager/Supervisor at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Manager/Supervisor. If you have already brought this matter to the attention of your Manager/Supervisor before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or upper management. Describe the problem, those people involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

### **5.4 Outside Employment**

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at Turner Senior Solutions LLC is prohibited. The Company recognizes that you

may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the Company should be reported to your Manager/Supervisor. Failure to adhere to this policy may result in discipline up to and including termination.

## **5.5 Pay Raises**

Depending on financial health and other Company factors, efforts will be made to give pay raises consistent with Turner Senior Solutions LLC budget, financial health, and other Company factors, efforts will be made to give pay raises consistent with Turner Senior Solutions LLC budget, financial health, and other Company factors.

## **5.6 Performance Improvement**

Turner Senior Solutions LLC will make efforts to periodically review your work performance. The performance improvement process will take place in the form of One-on-One meetings with your Manager/Supervisor at least once per quarter, or as business needs dictate. You may specifically request that your Manager/Supervisor assist you in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

## **5.7 Post-Employment References**

Turner Senior Solutions LLC policy is to confirm dates of employment and job title only. With written authorization, the Company will confirm compensation. Forward any requests for employment verification to Human Resources.

## **5.8 Promotions**

To match you with the job for which you are best suited and to meet the business needs of Turner Senior Solutions LLC, you may be transferred from your current job. It is our policy to promote employees from within only when the most qualified candidate is available. Promotions are made on an equal opportunity basis according to employees possessing the needed skills, education, experience, and other qualifications that are required for the job.

All employees promoted into new job positions will undergo an introductory period as described in the New Hires and Introductory Periods policy. Unlike new hires, however, such employees will continue to receive Company benefits for which they are eligible.

## **5.9 Resignation Policy**

Turner Senior Solutions LLC hopes that your employment with the Company will be a mutually rewarding experience; however, the Company acknowledges that varying circumstances can cause you to resign from our employment. The Company intends to handle any resignation in a professional manner with minimal disruption to the workplace.

### **Notice**

The Company requests that you provide a minimum of two weeks' notice of your resignation. If you are a Manager/Supervisor, you are requested to provide a minimum of three weeks' notice. Provide a written

resignation letter to your Manager/Supervisor. If you provide less notice than requested, the Company may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

The Company reserves the right to provide you with pay in lieu of notice in situations where a job or business needs warrant the action.

### Final Pay

The Company will pay separated employees in accordance with applicable laws and other sections of this handbook.

Notify the Company if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

### Return of Property

Return all Company property at the time of separation, including uniforms, cellphones, keys, tools, laptops, credit cards, and identification cards. Failure to return some items may result in deductions from your final paycheck where state law allows. In some circumstances, the Company may pursue criminal charges for failure to return Company property.

## **5.10 Standards of Conduct**

Turner Senior Solutions LLC wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Company property (including in Company vehicles), or on Company business.
- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Company or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying Company property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of Company trade secrets and proprietary and confidential commercially sensitive information (i.e., financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in non-designated areas.



- Working unauthorized overtime.
- Solicitation of fellow employees on Company premises during working hours.
- Failure to dress according to Company policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this Company.
- Gambling on Company premises.
- Lending keys or keycards to Company property to unauthorized persons.

Abusive conduct means malicious conduct in the workplace that a reasonable person would find hostile or offensive and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal, or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the sabotage or undermining of a person's work performance. A single act will generally not constitute abusive conduct, unless especially severe.

The Company considers abusive conduct in the workplace unacceptable and will not tolerate it under any circumstances. Employees should report abusive conduct to a manager or Human Resources. Managers are responsible for ensuring that employees are not subjected to abusive conduct. All reports will be treated seriously and investigated when appropriate. Employees who are found to have engaged in abusive conduct will be subject to discipline, up to and potentially including termination. Retaliation against an employee who reports abusive conduct or verifies that it took place is strictly prohibited.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

## **5.11 Transfers**

Turner Senior Solutions LLC may transfer your employment from one position to another with or without notice, as required by service needs, or upon request by you and with management approval. Transfers more than 90 days (about 3 months) may be considered final, and your paycheck may be increased or decreased consistent with the pay scale for your new position.

## **6.0 General Policies**

### **6.1 Authorization for Use of Personal Vehicle**

All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license, acceptable driving record, and appropriate insurance coverage. Turner Senior Solutions LLC may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license and insurance coverage for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions or changes to your insurance policy, must be reported to the Company.

If you use your personal vehicle in the course and scope of employment, you may not operate such vehicle while:

1. Under the influence of drugs, alcohol, or any other substance that might impair your judgment or ability to drive; or
2. Texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

### **6.2 Bulletin Boards**

Turner Senior Solutions LLC maintains an official bulletin board located in the front offices area for providing employees with official Company notices, including wage and hour laws, changes in policies, and

other employment-related notices. At times the Company may also post information of general interest to employees on the bulletin board. You are responsible for being informed about this material by periodically reviewing the bulletin board. Only authorized personnel may add and remove notices from the bulletin board.

### **6.3 Computer Security and Copying of Software**

Software programs purchased and provided by Turner Senior Solutions LLC are to be used only for creating, researching, and processing materials for Company use. By using Company hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Company policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the Company or developed by Company employees or contract personnel on behalf of the Company, is and will be deemed Company property. It is the policy of the Company to respect all computer software rights and to adhere to the terms of all software licenses to which the Company is a party. The Executive Director is responsible for enforcing these guidelines.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the Company to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your manager's approval. All software acquired by the Company must be purchased through the Executive Director.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered by the Company.

### **6.4 Driving Record**

All employees required to operate a motor vehicle as part of their employment duties at Turner Senior Solutions LLC must maintain a valid driver's license and acceptable driving record. The Company will run a motor vehicle department check at hire into the position to determine your driving record, and annually thereafter. It is your responsibility to provide a copy of your current driver's license for your personnel file. Any changes in your driving record, including but not limited to driving infractions, must be reported to the Company.

State law requires all motorists to carry auto liability insurance. It is against the law to drive without insurance. If you use your own vehicle as a part of your employment duties, you must provide management with a current proof of insurance statement or card. New proof of insurance is required every time your policy expires and renews.

### **6.5 Employer Sponsored Social Events**

Turner Senior Solutions LLC holds periodic social events for employees. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by a Manager/Supervisor prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi or appoint a designated driver.

### **6.6 Employer-Provided Cell Phones/Mobile Devices**

Turner Senior Solutions LLC may issue certain employees a Company cell phone/mobile device for work-related communications and/or operations. If you drive a vehicle during your employment, you may not use any cell phone/mobile device or other communication device while driving unless the device is equipped or configured with a "hands-free" listening/speaking option, and you in fact utilize the hands-free device.

When the cell phone/mobile device is used for personal reasons and the activity results in additional cost to the Company, you are responsible for the cost of that usage, including all applicable taxes unless prohibited by law.

The Company owns and remains entitled to all cell phone/mobile devices issued to employees, including all passwords controlling access to them. You may not change those passwords except with permission. At the time of employment termination, all such equipment and passwords must be returned to the Company in operable condition.

Violation of this policy may result in discipline, up to and including termination of employment.

## **6.7 Incentive Programs**

### **6.7.1 Referral Program**

As part of a comprehensive recruitment strategy, it is the policy of TSS to encourage its own employees to assist with the recruitment of new employees, especially those for hard-to-fill jobs with special skills requirements. All applicants shall receive equal consideration without regard to race, religion, sex, marital status, or disability. To reward employees for referring qualified candidates who subsequently are hired, the company will pay the referring employee a bonus of \$250 for each successful referral made in accordance with the following provisions:

- Positions eligible for an employee referral bonus payment will be identified on the Community's internet site under EMPLOYMENT.
- For each qualified candidate referred, the referring employee must complete an Employee Referral Form.
- Employees making a referral are responsible for informing the candidate of the vacancy, obtaining the individual's consent, and, where possible, having the individual submit an up-to-date résumé and/or a completed application form.
- All candidates must meet the stated qualifications and will receive equal consideration and be processed in the same way as other applicants.
- Employees making referrals will receive payment once the referred employee successfully completes their 60-day Introductory Period.
- Employees making referrals must be employed at the time bonus payments are remitted. If an employee leaves the employment of TSS or Rutland Place, they forfeit any eligible bonus payments.
- The bonus applies to both full-time and part-time employees.

### **6.7.2 Sign-On Bonus**

A sign-on bonus is a lump sum payment that serves as a recruitment incentive. This initiative aids in the employment of individuals in critical positions that have labor market shortages which affect the business needs of TSS/Rutland Place and impair the delivery of essential services.

Eligibility:

A newly hired full-time or part-time employee is eligible for a sign-on bonus. The Sign-On bonus amount is \$250, paid upon successful completion of their 60-day Introductory Period. This is considered a non-discretionary bonus by the Internal Revenue Service (IRS) and will be subject to applicable taxes. All employees who are eligible for this bonus will be required to sign a Bonus Agreement.

*Retro payments can only occur within the current accounting year.*

Those employees who meet the following criteria will not be eligible: (1) The employee has held a position with TSS or Rutland Place within the last 12 months (the employee shall remain ineligible for 12 months from the separation date),

(2) The employee has previously received a sign-on bonus from either TSS or Rutland Place,

(3) Or TSS or Rutland Place paid any contract placement or recruitment fees to place the employee on its payroll.

*Turner Senior Solutions, LLC reserves the right to amend or delete this policy at any time.*

## **6.8 Non-solicitation/Non-distribution Policy**

To avoid disruption of business operations or disturbance of employees, visitors, and others, Turner Senior Solutions LLC has implemented a Non-solicitation/Non-distribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Non-solicitation/Non-distribution Policy.

You are prohibited from soliciting other employees during your assigned working time. For this purpose, working time means time during which either you or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other employees are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunchrooms, dining rooms or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and non-harassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to your Manager/Supervisor.

## **6.9 Off-Duty Use of Employer Property or Premises**

You may not use Turner Senior Solutions LLC property for personal use during working hours. You are responsible for returning Company property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes use of copy machines, computers, Company products, or office supplies for personal use without prior authorization.

It is Company policy to control off duty and nonworking hours use of Company facilities either for business or personal reasons. You are prohibited from using Company facilities during off duty or nonworking hours without the written consent of your Manager/Supervisor. If you use Company facilities during your off-duty hours or Company off-hours, you may be required to sign a log-in and log-out sheet maintained by the Company or building manager.

## **6.10 Payroll Advances and Loans**

Turner Senior Solutions discourages any advancement of pay not yet earned, and any exception will require an extraordinary situation or emergency. If granted, pay advances are considered a loan to the employee from Turner Senior Solutions and must be repaid in the shortest amount of time possible. These

loans are also subject to the guidance of the Fair Credit Reporting Act (Title VI of the Consumer Credit Protection Act).

## **6.11 Personal Appearance**

Your personal appearance reflects the reputation, integrity, and public image of Turner Senior Solutions LLC. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The Company, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Company. Contact your Manager/Supervisor to request reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

## **6.12 Personal Cell Phone/Mobile Device Use**

While Turner Senior Solutions LLC permits employees to bring personal cell phones and other mobile devices (i.e., smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during non-working time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of non-working time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Company property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with Company policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the Company requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that follows applicable state laws.

You may not connect your personal device to the Company network or to Company equipment (computers, printers, etc.) unless authorized by management.

You may have the opportunity to use your personal devices for work purposes. Before using a personal device for work-related purposes, you must obtain authorization from the Executive Director. The use of personal devices is limited to certain employees and may be limited based on compatibility of technology.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy. Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

## 6.13 Personal Data Changes

It is your obligation to provide Turner Senior Solutions LLC with your current contact information, including current mailing address and telephone number. All changes to personal information should be maintained within the Paychex Flex system under the **Profile** tab. Any changes to your tax withholding status can also be updated within your personal Flex account under the **Taxes** tab. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings.

## 6.14 Security

All employees are responsible for helping to make Turner Senior Solutions LLC a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your Manager/Supervisor immediately. Refrain from discussing specifics regarding Company security systems, alarms, passwords, etc. with those outside of the Company.

Immediately advise your Manager/Supervisor of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the Company. Safety and security are the responsibility of all employees, and we rely on you to help us keep our premises secure.

## 6.15 Social Media

At Turner Senior Solutions LLC, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, the use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Company, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all employees who work for the Company.

### Guidelines

For purposes of this policy, **social media** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the Company, as well as any other form of electronic communication.

Company principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employees of the Company.

### Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### Be Respectful

The Company cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment based on race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or Company policy. Your personal posts and social media activity should not reflect upon or refer to the Company.

### Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially sensitive information (i.e., financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company.
- Do not create a link from your personal blog, website, or other social networking site to a Company website that identifies you as speaking on behalf of the Company.
- Never represent yourself as a spokesperson for the Company. If the Company is the subject of the content you are creating, do not represent yourself as speaking on behalf of the Company. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

### Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by the Company.

### Media Contacts

If you are not authorized to speak on behalf of the Company, do not speak to the media on behalf of the Company. Direct all media inquiries for official Company responses to the Community's Executive Director.

### Retaliation and Your Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

## **6.16 Third Party Disclosures**

From time to time, Turner Senior Solutions LLC may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should **not** speak on behalf of the Company and should refer any call requesting the position of the Company to the Executive Director or Company President. If you have any questions about this policy or are not certain what to do when such a contact is made, contact your Manager/Supervisor.

## **6.17 Use of Company Technology**

This policy is intended to provide Turner Senior Solutions LLC employees with the guidelines associated with the use of the Company information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at the Company, and all use of such resources and systems when accessed using your own devices, including but not limited to:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.

### General Provisions

Company IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.

All content maintained in Company IT resources and communications systems are the property of the Company. Therefore, employees should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on Company electronic information and communications systems.

The Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over Company IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the Company will exercise this right periodically, without prior notice and without prior consent.

The interests of the Company in monitoring and intercepting data include, but are not limited to: protection of Company trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on Company IT resources and communications systems.

Do not use Company IT resources and communications systems for any matter that you would like to be kept private or confidential.

### Violations

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, the Company will also advise law enforcement officials of any illegal conduct.

## **6.18 Use of Employer Vehicles**

Company vehicles are to be used for Turner Senior Solutions LLC business only. Unless the use of the vehicle has been approved for personal use, personal or outside business use is strictly prohibited.

If you drive a Company vehicle, all infractions or violations while driving the vehicle and all restrictions, suspensions, or revocations against your driver's license must be immediately reported to your Manager/Supervisor.

When a Company vehicle cannot be operated, is unsafe for use, or has been damaged, notify your Manager/Supervisor immediately.

As the driver of a Company vehicle, you are responsible for the vehicle while in your charge and must not permit unauthorized persons to drive it. You are also responsible for the daily housekeeping of the vehicle;



it is to remain clean and uncluttered.

You may not operate a motor vehicle while under the influence of alcohol or a chemical substance or other substance that can impair judgment. You may not operate a motor vehicle while texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

Multiple driving violations that appear on the annual state department of motor vehicle check will result in suspension of rights to drive a Company vehicle or drive a personal vehicle on Company business. Suspension of rights will continue until one year has passed with no infractions. If there are persistent and ongoing problems with driving infractions, and driving a vehicle is a part of successful execution of job responsibilities, you may be terminated.

## 6.19 Workplace and Children

The Turner Senior Solutions workplace is a diverse environment of community rooms, offices, and kitchen/dining rooms where many different activities are performed. Visitors to the workplace are generally welcome and, in some settings, even encouraged. However, appropriate precautions and limitations on visitation are necessary to protect health and safety and to maintain productivity and regulatory compliance.

To minimize the liability of injury to employees' children who are brought into the workplace and to maximize the productivity of all TSS/Rutland Place employees, **the practice of bringing children into the workplace on a continuous, regular basis is prohibited.** TSS/Rutland Place recognizes that there can be rare occasions when employees' children will appear in the building. During those allowable times, when your child is in the building, the following applies:

### 1. Notification

Staff employees must inform their manager on each occasion that they bring a child into the workplace – however brief the visit. Where health and safety risks are too significant, the manager can decide that it is inappropriate for the child to be allowed on the premises.

### 2. Supervision of Children

At all times, children under the age of 16 years remain the sole responsibility of their parents. Staff members are fully responsible for the behavior and actions of their children while they are on the premises. Such responsibility includes supervision that is close enough to prevent accidents or cause any harm or disruption to the residents.

Parents must:

- Continually assess the risks to which their children are/could be subjected and attempt to minimize these.
- Consider that children will be unfamiliar with the working environment.
- Be always aware of their children's location.

***Employees whose children are disruptive in any way to the work of other staff, students, visitors, or contractors on site will be asked to remove the child(ren) from the premises.***

### 3. Access

All children under the age of 16 years are always prohibited in the following areas except under the direct supervision of a volunteer supervisor or parent:

- Kitchens

- Café
- Storage cupboards
- Any areas where chemicals, dyes, cleaning fluids, and any other substances covered by OSHA regulations are in use or stored.
- Any areas where tools or machinery are located or used – even when these are not in use.
  - Residents' apartments, except by authorization of the resident and the Executive Director.

#### 4. Parking Lots and Other Outdoor Areas

This policy applies across all Turner Senior Solutions' Communities' premises, including parking lots and other outdoor areas. ***Children must not be left alone in parked vehicles.***

#### 5. Facilities and Equipment

Children are not permitted to use any TSS/Rutland Place equipment, including computer equipment.

#### 6. Exceptions to Policy

This policy does not apply to the children of staff members who perform volunteer work under the direct supervision of a staff member, attending organized events (e.g., field trips) where they are the responsibility of their school or other institution (unless the staff member removes their child from the event), when the child has arrived at the beginning or end of the employee's shift to accompany the worker out of the building, or is present for a minimal duration awaiting pickup by another adult. Any other circumstances must have prior approval by the Executive Director.

*TSS/Rutland Place management reserves the right to amend this policy at any time, with or without notice.*

### 6.20 Workplace Privacy and Right to Inspect

Turner Senior Solutions LLC property, including but not limited to lockers, phones, computers, tablets, desks, workplace areas, vehicles, or machinery, remains under the control of the Company and is subject to inspection at any time, without notice to any employees, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Company premises including that kept in lockers and desks.

## 7.0 Benefits

### 7.1 401(k) Plan

Eligible employees may participate in the Turner Senior Solutions LLC 401(k) plan after completing any applicable waiting period as defined in the plan. Refer to your Summary Plan Description (SPD) for specific information.

The Company will notify you if you are eligible to participate in the 401(k) plan. Contact the Business Office to understand your eligibility requirements. This benefit may be canceled or changed at the discretion of the Company, unless otherwise required by law.

## 7.2 Bereavement Leave

Turner Senior Solutions LLC recognizes the importance of taking leave when there is a death in the family. Where bereavement leave is not required by law, the Company will provide bereavement leave as follows:

All employees [who have completed # days/weeks/months of service] are eligible for 3 days of paid bereavement leave for the death of an immediate family member.

You may use accrued but unused vacation/sick leave/paid time off if additional time is needed. Additional unpaid time off may be granted at the discretion of the Company on a case-by-case basis.

For purposes of this policy, **immediate family member** includes the following and applies both to the family of the employee and the employee's spouse: child (including foster child and stepchild), spouse, sister, brother, parents (including foster parents and stepparents), grandparents.

You must provide notice of your need for bereavement leave as far in advance as possible. The Company may require documentation supporting your need for bereavement leave.

## 7.3 COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible Turner Senior Solutions LLC employees and their beneficiaries to continue health insurance coverage under the Company health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Contact Human Resources to learn more about your COBRA rights.

## 7.4 Dental Insurance

All regular full-time employees who have completed the plan's defined waiting period at Turner Senior Solutions LLC are eligible for the Company dental plan. Dental plan benefits are described in detail in the Summary Plan Description (SPD).

## 7.5 Employee Assistance Program (EAP)

Turner Senior Solutions LLC provides an employee assistance program (EAP) to all eligible employees after the plan's defined waiting period. The EAP provides confidential access to professional counseling services for help with personal concerns that may impact job performance.

Voluntary participation in the EAP will not jeopardize your opportunities for promotion or employment. You can contact EAP directly. Any information about your contact, participation, or any recommended treatment is confidential and will not be disclosed to the Company.

In certain circumstances, you may be referred to the EAP by your Manager/Supervisor due to job performance issues.

EAP services can be initiated by contacting the EAP Personal Assistant,

Wellness, or Work/Life Services:

Simply call 1-800-960-5371 or go to [www.nexgeneap.com](http://www.nexgeneap.com) and follow these steps:

1. Click on Member Log-in

*Enter username & password if a returning user, or if a new user,*

*click on Register*

2. Enter Company ID: PAS220

*Enter 1st Name & Last Name*

3. Click on Next & then continue to follow prompts

Plan details are described in the Summary Plan Description (SPD).

If you test positive on an alcohol or drug test, you may be referred to the EAP for assessment and rehabilitation recommendations. Your decision to participate in the recommended treatment, successful completion of the program, and additional treatment recommendations may be communicated to the Company.

EAP services are available to eligible participants without charge. However, the cost of any treatment or rehabilitation services you are referred to outside of the EAP is your responsibility if not completely covered by insurance.

Refer to the SPD for plan information and details.

## **7.6 Flexible Spending Account (FSA)**

Turner Senior Solutions LLC provides flexible spending account (FSA) benefits for eligible employees after the plan's defined waiting period. FSAs provide tax-free reimbursement to employees for healthcare and/or dependent care expenses that are not reimbursed by any other insurance or reimbursement program.

A healthcare FSA provides eligible employees the opportunity to pay for medical expenses, on a pre-tax basis, that are not reimbursed by an insurance plan. Both the amount you contribute and the amount you are reimbursed from your healthcare FSA are income tax free.

A dependent care FSA provides eligible employees the opportunity to pay for dependent care expenses for a child, disabled spouse, or dependent parent on a pre-tax basis. Both the amount you contribute and the amount you are reimbursed from your dependent care FSA are income tax free.

If eligible, you may elect an annual amount to contribute, which will be divided and deducted from your pay each pay period and may be used to pay for eligible expenses. Annual elections are limited by established plan maximums and are subject to applicable IRS forfeiture and rollover provisions. Eligibility and specific plan information is contained in the Summary Plan Description (SPD).

Contact the Business Office for a copy of the plan summary and for questions about this benefit.

## **7.7 Health Insurance**

Turner Senior Solutions LLC offers group health insurance benefits to all eligible employees and their eligible dependents after the plan's defined waiting period. Health insurance benefits are described in detail in the Summary Plan Description (SPD), which is available in your personal Paychex Flex account.

Your group health benefits are paid in part by the Company. The remainder of the costs are paid by you through deductions from your paycheck.

Benefits may be canceled or changed at the discretion of the Company, unless otherwise prohibited by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with the Company, you may have the right to continue your health benefits under federal or state law. In such an event, the Company will provide you with information about your rights to

continue your benefits coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA). [See Section 7.3]

## 7.8 Holidays

Turner Senior Solutions LLC offers the following paid holidays each year:

<b>New Year's Day</b>	<b>Memorial Day</b>
<b>Independence Day</b>	<b>Labor Day</b>
<b>Thanksgiving Day</b>	<b>Easter</b>
<b>Christmas Eve</b>	<b>Christmas Day</b>
<b>Personal Days (2)</b>	<b>Employee's Birthday</b>

Full-time employees receive eight (8) hours of pay, and part-time employees receive four (4) hours of pay for each holiday.

When a holiday falls on a Saturday, it will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday.

If a holiday falls on your regular day off, ask your Manager/Supervisor how it affects you.

You will be compensated for your holidays in accordance with federal and state law.

## 7.9 Life Insurance

Turner Senior Solutions LLC provides life insurance to all eligible employees after the plan's defined waiting period. You will be required to notify the benefits administrator of your intended beneficiary. Refer to the Summary Plan Description (SPD) for details about the benefit.

## 7.10 Military Leave (USERRA)

Turner Senior Solutions LLC complies with applicable federal and state law regarding military leave and re-employment rights. A military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA, with amendments) and all applicable state law. You must submit documentation of the need for leave to Human Resources or the Executive Director. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Manager/Supervisor of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact Human Resources or the Executive Director.

## 7.11 Vacation

Turner Senior Solutions LLC provides employees with paid time off in the form of vacation, sick time, or other personal time off.

### Eligibility

All full-time regular employees are eligible to receive paid time off benefits upon completion of the introductory period.

## Deposits Into Your Leave Account

PTO is calculated per pay period according to the number of hours worked in that timeframe. The rate is dependent upon the pay level of the employee – Leadership or Staff, as well as the number of years employed:

### Non-Leadership Staff

Length of Service	Accr Rate/hr worked
0 – 3 Years	.0385
4 - 9 Years	.05775
10+ Years	.0770

### Leadership (Department Heads)

Length of Service	Accr Rate/hrs worked
0 – 3 Years	.0385
4 – 5 Years	.05775
6 – 9 Years	.0770
10+ Years	.09625

For example, if a Non-Leadership Staff member, with 4 – 9 years in service works 60 hours, they will accrue 3.465 (60 x .05775) hours of Vacation that pay period. If that same employee works 80 hours, they will accrue 4.62 (80 x .05775).

Vacations for employees must be scheduled in advance via the timeclock to avoid conflicts with other staff members' vacations. Your direct supervisor must approve specific vacation dates. Requests for specific days will be granted by the individual's immediate supervisor based upon the work requirements of the organization. In general, we need a two-week notice to approve time-off requests, so that we can ensure the work is sufficiently covered. However, we can occasionally work with shorter notice, if coverage is available and no one else is impacted; in instances of no available coverage, we may ask you to postpone your request. Seniority prevails in vacation scheduling conflicts.

If a paid holiday falls within an employee's vacation period, the holiday will be counted as a holiday, not as a vacation day, except for vacation time paid at termination. No allowance will be made for sickness or other comparable types of absence occurring during a scheduled vacation.

A maximum of forty (40) hours of earned vacation time may be carried over from one employment year to the next employment year; however, we encourage employees to utilize their vacation time. Employees may elect financial compensation in lieu of taking time off for vacation days if they have accumulated more than forty (40) hours of earned vacation time. Vacation buyouts are paid only through the regular biweekly payrolls. Only the earned hours more than forty (40) hours will be remitted.

***\*NOTE: Effective January 1, 2024, the new vacation policy will reflect no excess buyouts at the end of 2024. This means that only 40 hours will roll over into 2025 and beyond. Any excess hours above 40 will be forfeited. Additionally, no buyouts will be offered during the year beginning January 1, 2025.***

***In the event of involuntary termination of employment, employees will not be paid for any unused vacation, unless written authorization is received from a member of the Executive staff of Turner Senior Solutions, LLC.***

Part-Time employees are **not** eligible for paid vacation. All requested time off must be submitted for approval to their supervisor via the timeclock at least two weeks in advance of the requested date(s). Consideration will be given based on staffing available and event(s) schedule for the requested date(s).

## **7.12 Personal Leave of Absence**

Where a State gives employees additional leave rights, we will comply with those laws.

TSS/Rutland Place does meet the definition of a “covered employer”, under the state-regulated Tennessee Family Medical Leave Act (TFMLA).

It is the policy of TSS to ensure that all employees are given equitable treatment within the guidelines of the TMLA. In 2005, the TMLA was amended and requires any employer to provide maternity leave to a female employee who is adopting a child, as well as grants leave rights to male employees.

### **SCOPE**

A. Full-time employees who have been employed by TSS for at least twelve (12) consecutive months as full-time employees are eligible to request parental leave. Those eligible will receive leave under the following conditions:

1. May be absent from their employment for a period not to exceed four (4) months for adoption, pregnancy, childbirth, and nursing an infant, where applicable, or related physician-certified medical conditions. Regarding adoption, the four-month period will begin at the time an employee receives custody of the child.
2. The eligible employee who gives at least a three (3) month notice to the employee’s Executive Director or designee of the employee’s anticipated date of departure for such leave, their length of leave, and their intention to return to full-time employment after leave, will be restored to their previous or similar position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of their leave.
3. An employee who is prevented from giving a three (3) month notice because of a medical emergency which necessitates that parental leave begins earlier than originally anticipated will not forfeit the employee’s rights and benefits under the Act solely because of the employee’s failure to give three (3) months advance notice.

Pursuant to the TMLA, leave will be without pay at the discretion of the employer. Such leave will not affect the employee’s right to earn leave and/or other benefits in accordance with applicable TSS policy that governs the accumulation of such leave and/or benefits; and any other benefits or rights of the employee’s employment incident to the employee’s employment position; provided, however, that TSS need not provide for the cost of any benefits, plans, or programs during the period of such leave unless TSS so provides for all employees on leaves of absence.

If an employee’s job position is so unique that TSS cannot, after reasonable efforts, fill that position temporarily, then TSS will not be liable under the Act for failure to reinstate the employee at the end of his or her parental leave period.

The purpose of this section is to provide leave time to employees for adoption, pregnancy, childbirth and nursing the infant, where applicable; therefore, if an employer finds that the employee has utilized the period of leave to actively pursue other employment opportunities or if the employer finds that the employee has worked part time or full time for another employer during the period of leave, then the employer will not be liable under this section for failure to reinstate the employee at the end of the leave. Should TSS determine that the employee will not be reinstated at the end of the leave, because the employee's position cannot be filled temporarily or because the employee has used the leave to pursue employment opportunities or to work for another employer, the employer will notify the employee in writing.

Nothing contained within the provisions of this section will be construed to affect any TSS policy that provides for greater or additional benefits than those required under this section.

### **PROCEDURES**

#### **A. LEAVE OF ABSENCE WITH PAY**

When the eligible employee requests time off due to or related to an adoption, pregnancy, childbirth, nursing an infant, or related physician-certified medical conditions, the employee will be allowed to use unused accrued sick leave, vacation, bonus days, or any other paid time off due the employee as follows: Unused accrued sick leave may only be used for the portion of time the employee is certified by the primary physician as being disabled related to an adoption, pregnancy, childbirth, or related physician-certified medical conditions.

## **B. LEAVE OF ABSENCE WITHOUT PAY**

All unused accrued vacation, bonus days, and any other paid time off due to the employee is required to be exhausted before the employee is eligible to request a parental leave of absence without pay.

Leave benefits will not accrue while an employee is on leave without pay. Accrual of all leave benefits will resume on the first full day the employee is at work after maternity leave.

Employees who are on a leave of absence without pay and who wish to continue their health benefit coverage or their life insurance coverage, must contact the Business Manager to make necessary financial arrangements per the guidelines and provisions of the appropriate TSS insurance program. These arrangements must be completed before the end of the first pay period when the employee is on leave of absence without pay. If insurance premiums are not timely received by the Business Manager, insurance coverage will be canceled.

## **C. RETURN TO WORK FROM LEAVE**

Prior to an employee's return to work, the employee must submit a release to return to work (outlining any restrictions) in writing from their attending physician. A release from the physician which may contain restrictions will not necessarily ensure the employee's return to work. The breadth of the restrictions must be considered for each individual position and physical requirements. Final determination will be rendered by the Executive Director and Director of Human Resources.

When an employee returns to work from parental leave, which includes leaves of absence without pay for more than thirty (30) calendar days, it is the responsibility of the employee's supervisor to notify the Executive Director, in writing, immediately upon the employee's return to work.

When an employee returns to work from parental leave of absence no later than the four (4) month period allotted by the TMLA and is restored to the position the employee held at the time of parental leave or to a similar position and meets all other guidelines as defined in this policy, the employee will be compensated at the employee's previous rate of pay, plus any normal or special adjustments that occurred during the period of maternity leave.

In accordance with the TMLA, Turner Senior Solutions is under no obligation to hold an employee's position held at the time of parental leave or to return him or her to TSS employment, if the employee requests to return to the employee's employment later than the 4-month period allotted by the TMLA. If the employee requests additional leave after the expiration of the 4-month period, any such leave must be in accordance with other TSS policies providing for leaves of absence. Leaves under the TMLA provisions cannot be extended. All leave taken for or related to adoption, pregnancy, childbirth, nursing an infant, or related-physician certified medical conditions that includes sick leave, vacation, bonus leave, any other paid time off due to the employee, and parental leave of absence without pay will count toward the 4-month period allotted by the TMLA.

Sick leave, PTO, vacation time, seniority, or other benefits will not accrue during an unpaid personal leave of absence. Holidays that occur during an unpaid personal leave of absence will not be paid.

If you are granted a personal leave of absence, reinstatement of your position or any position is not guaranteed.

## **Benefits While on Leave**



Turner Senior Solutions provided health benefits will be continued at the same level and under the same conditions as prior to the leave, as shown in the benefit plan document. You are responsible for payment of your portion of the insurance premium while on personal leave.

If you are on a personal leave of absence that exceeds the number of week as shown in the benefit plan document, or you fail to pay your premium payment in a timely manner, the Company will provide you with information about your rights under COBRA and/or applicable state continuation coverage policies.

#### Extension of Leave

You are required to return to work from unpaid personal leave on the originally scheduled return date. If you are unable to return, you must request an extension of the leave in writing at least two (2) weeks in advance of the return date. Leave extensions will be considered on a case-by-case basis. If the Company denies the extension request, you must return to work on the originally scheduled return date or be considered to have voluntarily resigned from your employment.

#### Return to Work

In advance of your scheduled return date, your Manager/Supervisor will arrange for you to resume your previous position, if available. However, the Company's need to fill a position may override the ability to hold a position open until your return. Therefore, we cannot assure you of our ability to reinstate you to any position after your leave. The Company retains the discretion to determine the similarity of any available positions and your qualifications. If we are unable to reinstate you or you refuse the offer of reinstatement to a different position, your leave status will be changed to a voluntary termination.

#### Failure to Return from Leave

If you fail to return to work after an unpaid leave of absence, you will be considered to have resigned your employment.

#### Alternative Employment

While on an unpaid leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

### **7.13 Sick Pay**

Turner Senior Solutions LLC allows its regular full-time employees who have completed their introductory period up to 64 hours per year of sick leave. Employees who work between 30 and 40 hours per week are entitled to sick days on a prorated basis. Notify your Manager/Supervisor as far in advance as possible if you are going to take sick time off. There may be occasions, such as sudden illness, when you cannot notify your Manager/Supervisor in advance. In those situations, provide notification of your circumstances as soon as possible. You may also be requested to provide a certificate of illness to your Manager/Supervisor.

You may use sick leave benefits for dental or doctor visits or to care for immediate family members who are sick. There may also be state mandated use of sick time. Unused sick days may not be converted to a cash payment. You may be required to use available sick leave during family and medical leave, disability leave, or other leave.

***Sick leave is not a vested benefit, and no payment is made for unused sick leave upon termination of employment or changing to part-time employment.***

### **7.14 Unemployment Compensation Insurance**

Unemployment compensation insurance is paid for by Turner Senior Solutions LLC and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for

unemployment compensation will, in part, be determined by the reasons for your separation from the Company. The final decision on whether unemployment compensation is granted or not and the amount remitted is determined by the local governing agency and not Turner Senior Solutions.

### **7.15 Vision Care Insurance**

All eligible employees who have completed the plan's defined waiting period at Turner Senior Solutions LLC are eligible for the Company vision care plan. Vision care plan benefits are described in detail in the Summary Plan Description (SPD).

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

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at Turner Senior Solutions LLC, no matter how slightly, you are to report the incident immediately to your Manager/Supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your Manager/Supervisor immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

## **8.0 Safety and Loss Prevention**

### **8.1 Business Closure and Emergencies**

Under certain weather conditions or emergency situations (e.g., power outages or flooding), Turner Senior Solutions Communities' offices and/or services may have to close for partial or whole day(s). This policy addresses both how employees will be paid in these circumstances as well as what will be expected of employees if mobilized to respond to a natural disaster.

#### Company Closure

Closings will be communicated to employees in any or all of the following ways: via face-to-face meetings, emails, text messages, and the phone tree. Under these conditions, the Executive Director or designee will determine when the provisions of the Disaster Preparedness and Recovery Plan are to be activated. Once notified of the facility or services closing due to situations that may require us to respond, employees are to ensure they have their name badge and a form of identification on their person. Responsibility for these items always rests with the employee.

#### Notification

Closings will be communicated to employees in any or all of the following ways: via face-to-face meetings, emails, text messages, and the phone tree. Under these conditions, the Executive Director or designee will determine when the provisions of the Disaster Preparedness and Recovery Plan are to be activated. Once notified of the facility or services closing due to situations that may require us to respond, employees are to ensure they have their name badge and a form of identification on their person. Responsibility for these items always rests with the employee.

#### Partial-Day Closure

If an emergency event such as inclement weather or a power outage occurs, the Company may decide to close at midday. When the Company closes at midday, you will be instructed to leave immediately so that

the conditions do not further deteriorate and affect your ability to travel safely.

If you are exempt and are working at home with prior permission, or at the office on the day of the partial day closure, **you will be paid your normal salary for the week**. If you are nonexempt, **you will be paid for the hours you worked**, unless state law dictates otherwise. If you were instructed to remain at home due to inclement weather or a power outage, do not assume you can report for work anyway. The determination of the number of employees needed on site was made prior to notification of other personnel. Any personnel reporting for work after instructions to remain at home will NOT be allowed to remain and will NOT receive any pay for their effort.

#### Notified of Full Closure Prior to Reporting to Work

If you are nonexempt and are notified of closure prior to reporting to work, **you will not be paid during the closure**, unless state law dictates otherwise. If you are exempt, **you will be paid your normal salary for the week**.

#### Benefits Coverage

Your health insurance coverage will be maintained by the Company during the closure on the same basis as if you were still working.

#### Extending Leave

When the Company closure ends, you are expected to report to work. Contact your Manager/Supervisor if you cannot return to work at the end of the closure. The Company recognizes that you may need additional time off to repair extensive home damage or for other emergency situations. These will be assessed on a case-by-case basis.

If You Cannot Get to Work Unique circumstances may affect your ability to come to work even when the Company is able to remain open. The Company recognizes that in a severe national or regional disaster, all methods of communication may be unavailable; however, you should continue to try and contact your Manager/Supervisor, by any method possible.

Time missed under circumstances where the Company remains open and you are unable to report to work is to be used as vacation time, personal time, or is unpaid.

## **8.2 Drug and Alcohol Policy**

Turner Senior Solutions LLC is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Company to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others and will not be tolerated.

#### Prohibited Conduct

The Company expressly prohibits employees from engaging in the following activities when they are on duty or conducting Company business or on Company premises (whether they are working or not):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Company does not discriminate against employees solely based on their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Company Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Manager/Supervisor if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

#### Treatment and/or Rehabilitation

The Company may assist you in seeking treatment or rehabilitation for drug or alcohol dependency. In such cases, the Company may consider your continued employment if concerns regarding safety, health, production, communication, or other work-related matters are adequately addressed. The Company may also require you to obtain a medical clearance and agree to random testing and a "one-strike" rule as a condition of continued employment.

#### Violations

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

### **8.3 Drug-Free Workplace**

#### Americans with Disabilities Act

The Company must comply with the requirements of the Americans with Disabilities Act of 1990 (ADA). Individuals who currently use drugs illegally are not individuals with disabilities protected under the ADA when an employer acts because of their continued use of drugs. This includes people who use prescription drugs illegally as well as those who use illegal drugs. However, people who have been rehabilitated and do not currently use drugs illegally, or who are in the process of completing a rehabilitation program, may be protected by the ADA.

#### Drug-Free Workplace Policy

The Company, in compliance with the federal Drug-Free Workplace Act of 1988, has adopted the following policy that must be adhered to as a condition of employment:

- The unlawful use, possession, manufacture, dispensation, or distribution of controlled substances in all work locations is prohibited.
- Any employees convicted of a criminal drug statute violation occurring in the workplace must notify their Manager/Supervisor of the conviction within five days after the conviction. As required by the federal Drug-Free Workplace Act of 1988, the Company must inform contracting or granting agencies of such convictions within 10 days after receiving notification or otherwise receiving notice of a conviction.
- Upon receiving such notification, the Company, in conjunction with the location concerned, will take all steps necessary to assure the proper conduct of sponsored projects and programs. If a decision is reached to allow the affected individual to continue employment with the Company, the individual must participate in and satisfactorily complete an approved drug abuse assistance or rehabilitation program.

The Company will evaluate its obligations in accordance with state and other applicable laws where required, on a case-by-case basis.

#### **1. 8.4 Face Masks in the Workplace (As Announced)**

Turner Senior Solutions LLC is committed to maintaining a safe and healthy workplace. We have implemented this policy to protect you, your coworkers, and your families from the spread of COVID-19.

## Background

The Centers for Disease Control and Prevention (CDC), the Occupational Safety and Health Administration (OSHA), and the World Health Organization (WHO) have found that wearing face masks can help prevent the spread of COVID-19, especially when social or physical distancing cannot be accomplished and in areas of significant community spread. This is especially true for individuals who are not fully vaccinated and individuals with immunocompromising conditions who remain at risk for COVID-19 infection after vaccination.

## Mask Use

You are required to wear a face mask when:

- Attending in-person meetings in a conference room, private office, or other enclosed space.
- Using any common spaces or equipment.
- Interacting with other employees in person and when a minimum of six feet social distance cannot be achieved.
- In elevators and stairways.
- Meeting in person with customers, clients, or vendors, wherever located.
- Working within six feet of members of the public.
- Other situations are covered by state or local reopening order.

It is recommended that you wear a face mask at all other times (except when eating or drinking) while on Company property.

The Company also requires all [customers/clients/contractors/workplace visitors] to wear a face mask [at all times/under the same conditions as employees] when on Company property.

Fully Vaccinated Individuals The face mask requirement applies for both fully vaccinated and unvaccinated employees.

## Acceptable Face Masks

Turner Senior Solutions LLC will provide face masks for all employees.

Alternatively, you may use your own disposable or reusable cloth face mask if it complies with the CDC recommendation. Based on current guidance, any cloth face mask must:

- Completely cover the nose and mouth.
- Fit snugly against the sides of the face and not have any gaps.
- Be secured with ties or ear loops.
- It is made of tightly woven fabric, such as cotton or cotton blends.
- Include multiple layers of fabric.
- Allow for breathing without restriction, but not contain any exhalation valves or vents.
- Be capable of being laundered and machine dried without damage or change to its shape.]]

Face masks may not contain any offensive, political, harassing, or discriminatory words, terms, logos, pictures, cartoons, slogans, writing, or images and must comply with the Company's EEO Statement and No harassment Policy.

## Disclaimer of Restrictions on Employee Rights

This policy is not intended to restrict communications or actions protected or required by state or federal law.

## Accommodation Requests

If you require accommodation regarding this policy for reasons based on religion, disability, or other grounds protected by federal, state, or local laws, contact the Executive Director and provide information, including:

- A description of the accommodation requested.
- The reason for the accommodation.

The Company will engage in an interactive dialogue with you to determine the precise limitations of your ability to comply with this face mask policy and explore potential reasonable accommodations that could overcome those limitations. You are encouraged to suggest specific reasonable accommodation. However, the Company is not required to provide the specific accommodation requested and may provide alternative effective accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

#### Modification of Policy

The Company reserves the right to modify this policy at any time in its sole discretion to adapt to changing circumstances and business needs, consistent with its commitment to maintaining a safe and healthy workplace.

Due to the rapidly evolving medical information surrounding COVID-19, if at any time applicable local, state, or federal masking requirements conflict with this policy, employees are expected to comply with the more stringent requirement.

#### Reporting Violations

If you witness or become aware of any employees or other individuals violating this policy, report them to the Community's Executive Director.

#### Enforcement

Failure to comply with this policy may result in discipline, up to and including termination of employment.

#### Retaliation

The Company prohibits any form of discipline, reprisal, intimidation, or retaliation against employees who report violations in accordance with this policy.

### **8.5 General Safety**

It is the responsibility of all Turner Senior Solutions LLC employees to maintain a healthy and safe work environment, report any health or safety hazards, and follow the Company health and safety rules. Failure to do so may result in disciplinary action, up to and including termination of employment. The Company also requires that all occupational illnesses or injuries be reported to your Manager/Supervisor as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

### **8.6 Workplace Violence**

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of Turner Senior Solutions LLC, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

#### Zero Tolerance Policy

The Company has a zero-tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

### Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

### Reporting Incidents of Violence

Report to your Manager/Supervisor, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

### Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

### Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to the Community's Executive Director or TSS management.

## **9.0 Proprietary Information**

### **9.1 Confidentiality**

As a condition of employment, Turner Senior Solutions LLC employees are required to protect the confidentiality of Company proprietary information, and confidential commercially sensitive information (i.e., financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

If you have information that leads you to suspect that employees are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your Manager/Supervisor or the Community's Executive Director.

Violation of this policy may result in disciplinary action up to and including termination and may subject the violator to civil liability.





# Tennessee State Policies

## Hiring and Orientation Policies

### Disability Accommodation

Turner Senior Solutions LLC complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require accommodation because of your disability, it is your responsibility to notify your Manager/Supervisor. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

The Company encourages you to suggest specific reasonable accommodation that you believe would allow you to perform your job. However, the Company is not required to provide the specific accommodation requested by you and may provide alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The Company will not discriminate against or retaliate against employees for requesting accommodation.

### EEO Statement and Non-harassment Policy

#### Equal Opportunity Statement

Turner Senior Solutions LLC is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential

manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunities with your Manager/Supervisor or any other designated member of management.

### Policy Against Workplace Harassment

Turner Senior Solutions LLC has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

### Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

### Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;

- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

### Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify your supervisor, any member of management, or the HR department.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

### **Religious Accommodation**

Turner Senior Solutions LLC is dedicated to treating its employees equally and with respect and recognizing the diversity of their religious beliefs. All employees may request accommodation when their religious beliefs cause a deviation from the Company dress code or the individual's schedule, basic job duties, or other aspects of employment. The Company will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that accommodation will have on current established policies, and the burden on operations — including other employees — when determining reasonable accommodation. At no time will the Company question the validity of a person's belief.

If you require religious accommodation, speak with your Manager, Supervisor, the Community's Executive Director or the HR department.

### **Workplace Bullying**

Turner Senior Solutions LLC is firmly committed to a workplace free from abusive conduct. We strive to provide high quality products and services in an atmosphere of respect, collaboration, openness, safety, and equality. All employees have the right to be treated with dignity and respect. All complaints of negative and inappropriate workplace behaviors will be taken seriously and followed through to resolution. Any individual who files a complaint will not suffer negative consequences for reporting others for inappropriate behavior.

This policy applies to all full-time and part-time employees, including interns. It does not apply to independent contractors; however, other contract employees are included. This policy applies to any sponsored program, event, or activity including, but not limited to, sponsored recreation programs and activities and the performance by officers and employees of their employment-related duties. The policy also applies to electronic communications by employees.

## Abusive Conduct

**Abusive conduct** includes acts or omissions that would cause a reasonable person, based on the severity, nature, and frequency of the conduct, to believe that an individual was subject to an abusive work environment, which can include but is not limited to:

- Repeated verbal abuse in the workplace, including derogatory remarks, insults, and epithets.
- Verbal, nonverbal, or physical conduct of a threatening, intimidating, or humiliating nature in the workplace; or
- The sabotage or undermining of an individual's work performance in the workplace.

A single act generally will not constitute abusive conduct, unless such conduct is determined to be severe and egregious.

Abusive conduct does **not** include:

- Disciplinary procedures in accordance with Company policies.
- Routine coaching and counseling, including feedback about and correction of work performance.
- Reasonable work assignments, including shift, post, and overtime assignments.
- Individual differences in styles of personal expression.
- Passionate, loud expression with no intent to harm others.
- Differences of opinion on work-related concerns.
- The non-abusive exercise of managerial prerogative.

## Responsibilities

Those in positions of authority have a particular responsibility to ensure that healthy and appropriate behaviors are always exhibited and that complaints to the contrary are addressed in a timely manner. Managers, supervisors, and others in positions of authority will:

- Provide a working environment as safe as possible by having preventative measures in place and by dealing immediately with threatening or potentially violent situations;
- Provide good examples by treating all with courtesy and respect;
- Ensure that all employees have access to and are aware of the abusive conduct prevention policy and explain the procedures to be followed if a complaint of inappropriate behavior at work is made;
- Be vigilant for signs of inappropriate behaviors at work through observation and information seeking, and take action to resolve the behavior before it escalates;
- Respond promptly, sensitively, and confidentially to all situations where abusive behavior is observed or alleged to have occurred.

You are expected to:

- Treat all employees with dignity and respect.
- Refrain from engaging in threatening, violent, intimidating, or other abusive conduct or behaviors.
- Assume personal responsibility to promote fairness and equity in the workplace and report any incidents of abusive conduct in accordance with this policy.
- Co-operate with preventative measures introduced by your Manager/Supervisor and recognize that a finding of unacceptable behavior at work will be dealt with through appropriate disciplinary procedures.

## Complaint Process Reporting

If you feel that you have been subjected to abusive conduct or have witnessed such conduct, report the matter verbally or in writing to your Manager/Supervisor or the Community's Executive Director. Your complaint should include details of each incident of abusive conduct, such as dates, times, locations, and any witnesses.

Those in positions of authority must timely report known incidents involving workplace abuse, intimidation, or violence to the Community's Executive Director. All managers and supervisors are required to take

reasonable steps to protect the complainant, including, but not limited to, separation of those involved. The person complained against will be notified that an allegation has been made against him or her and will be informed of the investigative procedure.

### Investigation

Investigations of abusive conduct will be conducted as soon as practicable and in accordance with Company policies and practices. The objective of the investigation is to determine whether the behaviors complained of occurred, and therefore will include interviewing the complainant, accused, and any witnesses with direct knowledge of the alleged behaviors. All interviews will be appropriately documented. The investigation will be conducted thoroughly, objectively, with sensitivity, and with due respect for all parties. The investigator will provide a copy of the investigative report to the appointing authority for further action. All affected parties will be informed of the investigation's outcome.

### Corrective Action

If abusive conduct is found, the Company will take immediate and appropriate corrective action. Remedies may be determined by weighing the severity and frequency of the incidences of abusive conduct and in accordance with existing disciplinary policies.

Any individual who engages in conduct that violates this policy or who encourages such conduct by others will be subject to corrective action. Such corrective action may include, but is not limited to, participation in counseling, training, and disciplinary action up to and including termination, or changes in job duties or location.

Any Manager/Supervisor or other person in a position of authority who allows abusive conduct to continue or fails to take appropriate action upon learning of such conduct will be subject to corrective action. Such corrective action may include, but is not limited to, participation in counseling, training, disciplinary action up to and including termination, or changes in job duties or location.

While the Company encourages all employees to raise any concern(s) under this policy and procedure, the Company recognizes that intentional or malicious false allegations can have a serious effect on innocent people. Individuals falsely accusing others of violations of this policy will be disciplined in accordance with the Company disciplinary policy.

Any individual exhibiting continuing emotional or physical effects from a reported incident will be directed toward established assistance programs or other available resources.

When abusive conduct has been confirmed, the Company will continue to review the situation and may take additional corrective actions if necessary. Preventative measures may also be taken to reduce the recurrence of similar behaviors or actions.

### Confidentiality

To the extent permitted by law, the Company will maintain the confidentiality of each party involved in an abusive conduct investigation, complaint, or charge, provided it does not interfere with the ability to investigate the allegations or to take corrective action. However, state law may prevent the Company from maintaining confidentiality of public records. Therefore, the Company cannot guarantee confidentiality.

### Retaliation

Retaliation is any act of reprisal, interference, restraint, penalty, discrimination, intimidation, or harassment against an individual or individuals exercising rights under this policy. The Company will not retaliate or otherwise discriminate against employees who exercise their rights under this policy.

## **Wage and Hour Policies**

### **Accommodations for Nursing Mothers**

Turner Senior Solutions LLC will provide nursing mothers with reasonable break time to express milk for their infant child.

If you are nursing, the Company will provide you with a room or space, other than a restroom, near the work area, to express milk. The room or space will be shielded from view and free from intrusion from coworkers and the public. Expressed milk must be stored in the employee's personal cooler for storage.

The break time must, if possible, run concurrently with any break time already provided. If you are nonexempt, clock in and out any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid where permissible by applicable law.

You are encouraged to discuss the length and frequency of these breaks with your Manager/Supervisor.

The Company will not discriminate or retaliate against employees who express breast milk in the workplace in accordance with this policy.

The Company may be relieved of the duty to provide the above benefits if doing so imposes an undue hardship on the Company.

### **Meal and Rest Periods**

Turner Senior Solutions LLC strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Manager/Supervisor regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meals and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Manager/Supervisor know; in addition, notify your Manager/Supervisor as soon as possible if you were unable to or prohibited from taking a meal or rest period.

### **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Manager/Supervisor.

At certain times Turner Senior Solutions LLC may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked more than 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

### **Pay Period**

At Turner Senior Solutions LLC, the standard pay period is biweekly for all employees. TSS provides pay stubs on Friday of the pay week. If a pay date falls on a holiday, you will be paid on the preceding workday.

Review your paycheck for accuracy. If you find an issue, report it to your Manager/Supervisor immediately.

## Performance, Discipline, Layoff, and Termination

### Disciplinary Process

Violation of Turner Senior Solutions LLC policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your Manager/Supervisor will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

### General Policies

#### Access to Personnel and Medical Records Files

Turner Senior Solutions LLC maintains separate medical records files and personnel files for all employees. Files containing medical records are stored separately and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Supervisors and others in management may have access to your personnel file for possible employment-related decisions. If you wish to review your personnel or medical records file, you must give the Company reasonable notice. Inspection must occur in the presence of a Company representative.

All requests by an outside party for information contained in your personnel file will be directed to the HR department, which is the only department authorized to give out such information.

### Benefits

#### Jury Duty Leave

Turner Senior Solutions LLC encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Manager/Supervisor as soon as possible to make scheduling arrangements. You will receive regular compensation for time spent on jury duty.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## Volunteer Firefighter Leave

If you are a volunteer firefighter, Turner Senior Solutions LLC will grant you unpaid leave from work to respond to a fire call during your regular hours of employment. Time missed from work will be unpaid.

You must make reasonable efforts to notify the Company that you may be absent from or late to work due to your volunteer response.

If you leave work to during your regular hours to respond to a fire call and assist in firefighting for more than four hours, you may take off the next scheduled work period within 12 hours after that response as a vacation day or sick leave day without loss of pay. If you are not entitled to a vacation day or sick leave day, you may take unpaid leave. You are entitled to the same leave if you are an active volunteer firefighter and you worked for more than four hours as a volunteer firefighter in an emergency in the last day.

The Company may require you to provide a written statement from the supervisor or acting supervisor of the volunteer fire department stating that you responded to an emergency and including the date, time, and duration of the emergency response.

## Volunteer Rescue Squad Member Leave

If you are a volunteer rescue squad worker, Turner Senior Solutions LLC will grant you unpaid leave from work to respond to an emergency that occurred before you normally report to work. **Volunteer rescue squad worker** means any person who is trained in emergency and rescue work and who performs that work without compensation in a unit that is equipped to address such situations. This time off will not be paid.

You must make reasonable efforts to notify the Company that you may be absent from or late to work due to your volunteer response. The Company may require you to provide a written statement from the supervisor or acting supervisor of the volunteer rescue squad stating that you responded to an emergency and listing the time and date of the emergency.

## Voting Leave

If your work schedule prevents you from voting on Election Day, Turner Senior Solutions LLC will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your Manager/Supervisor, consistent with applicable legal requirements.

## Safety and Loss Prevention

### Workplace Smoking

Turner Senior Solutions LLC is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking inside buildings on the property is strictly prohibited.

The use of e-Cigarettes (vaping), and all tobacco products is NOT permitted inside the building, anywhere at any time. All legal (if allowed by State law) or illegal drug smoking is not allowed on any part of the property. If there is a choice to smoke legal tobacco products, Team Members must do so during their designated breaks utilizing the following guidelines:

Team Members must smoke outside of the building in designated areas at least 25 feet from the building.

- A. Smoking is allowed only during scheduled breaks in assigned areas.
- B. Team Members will receive a 10-minute break for every 4 hours worked, during which time smoking is allowed.



- C. Team Members who take excessive breaks may be required to work longer hours to make up for time lost.
- D. Only two (2) Team Members are allowed outside for their break at the same time.
- E. All breaks must be approved by their supervisor or a Leadership Team Member
- F. Violation of this policy and/or any of its guidelines will result in disciplinary action up to and including termination of their employment.

# Closing Statement

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Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Company and a safe, productive, and pleasant workplace.

A handwritten signature in black ink, appearing to read "Frank Turner". The signature is written in a cursive style with a vertical line extending downwards from the end.

Frank Turner, President  
*Turner Senior Solutions LLC*

# Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Turner Senior Solutions LLC Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the President of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or affect the right of the Company to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Company representative) or a collective bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). This handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Turner Senior Solutions LLC.

If I have any questions about the content or interpretation of this handbook, I will contact Human Resources.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name