



# Creative Empowerment Opportunities

"Empowering People for Success"



Welcome new employee!

On behalf of your colleagues, I welcome you to Creative Empowerment Opportunities which is a DBA (doing business under assumed name) of Creative Employment Opportunities Inc. and wish you every success here. Creative Employment Opportunities Inc. was established in April of 1993 as a non-profit 501c3 organization.

We believe that each employee contributes directly to Creative Empowerment Opportunities growth and success, our hope is that you will take pride in being a member of our team.

This handbook was developed to describe some of the expectations we have for our employees and to outline the policies, programs, and benefits available to eligible employees. Employees should familiarize themselves with the contents of the employee handbook as soon as possible, as it will answer many questions about employment with Creative Empowerment Opportunities.

We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!

Sincerely,

**Kathleen M. Kunz-Pielack**

Executive Director



## INTRODUCTORY STATEMENT

This handbook is designed to acquaint you with Creative Empowerment Opportunities and to provide you with information about working conditions, and the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by Creative Empowerment Opportunities. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No employee handbook can anticipate every circumstance or question about a policy. As Creative Empowerment Opportunities continues to grow, the need may arise to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion of the Executive Director or appointee. Employees will be notified of such changes as they occur.

## MISSION STATEMENT

We believe that all people are entitled to respect, dignity, independence, community integration and the opportunity to make choices in their own future.

## VISION STATEMENT

Creative Empowerment Opportunities' vision is "Empowering People for Success".

## HANDBOOK CHANGES

This handbook contains the policies and procedures of the organization in outline form. It is only meant to serve as a reference guide. The policies described are conditions of employment, and do not reflect a contract between Creative Empowerment Opportunities and its employees. Creative Empowerment Opportunities reserves the unilateral right to add, delete, or amend the policies and benefits provided in this handbook. Employees should feel free to contact their supervisor or any member of management with questions concerning the contents of this handbook.

Acknowledgement – Employee Handbook;



Creative Empowerment Opportunities  
"Empowering People for Success"



### EMPLOYEE ACKNOWLEDGEMENT FORM

The employee handbook describes important information about Creative Empowerment Opportunities and I understand that I should consult the Executive Director or appointee regarding any questions not answered in the handbook.

Since the information, policies and benefits described are necessarily subject to change, I acknowledge that revisions to the handbook may occur. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify or eliminate existing policies. Only the Executive Director or appointee of Creative Empowerment Opportunities has the ability to adopt any revisions to the policies in this handbook.

I understand that the nature of my employment relationship is "at will". This means that at the sole discretion of either my employer or me, this relationship may be terminated with or without cause and with or without notice.

Personnel practices, including the right to hire, transfer, suspend or discharge, to relieve employees from the duty and to maintain discipline and efficiency of employees, rest exclusively in the sole discretion of the employer. The employer may introduce new administration methods and job requirements as changing needs indicate.

Nothing in this employee handbook operates to change the status of the employee from "at will" to any other status. All disciplinary provisions in this employee handbook are advisory. The employer expressly reserves the right to terminate any employee at the sole discretion of the employer.

Any representatives that change the employee status from "at will" employment status must be in writing and signed by the Executive Director of the company. Any other purposed changes in the "at will" nature of the employment arrangement are without any effect. I acknowledge and certify that no oral statements or promises of employment beyond the "at will" policy of the employer were made prior to, or relied upon prior to being hired.

Furthermore, I acknowledge that this employee handbook is neither a contract of employment nor a legal document. I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it. This acknowledgement is effective as of the date signed below.

I understand that the following policies are available to me by request or accessible on the website;  
<http://www.creativeempowerment.org>

Employee's Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Revised 7/2021, 9/17, 10/16, 9/15 SLR-Forms: Staff - Employee Acknowledgement Form  
Creative Employment Opportunities Inc. DBA Creative Empowerment Opportunities, a Michigan non-profit service corporation and an equal opportunity at-will employer.

## **101 NATURE OF EMPLOYMENT**

This Employee Handbook is the property of Creative Empowerment Opportunities and contains the current policies and procedures of Creative Empowerment Opportunities. Employment with Creative Empowerment Opportunities is voluntarily entered into, and all employees are free to resign at will at any time, with or without cause. Similarly, Creative Empowerment Opportunities may terminate the employment relationship at will, with or without cause.

Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between Creative Empowerment Opportunities and an employee. The provisions of the handbook have been developed at the discretion of management and may be amended or canceled at any time, at Creative Empowerment Opportunities sole discretion.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the Executive Director of Creative Empowerment Opportunities.

## **102 EMPLOYEE RELATIONS**

Creative Empowerment Opportunities believes that the work conditions, wages paid to its employees and benefits given to employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to management.

We welcome and encourage suggestions. Many employees have suggestions, problems or complaints which, when expressed, can offer an improved workplace to everyone. We hope that each employee feels free to offer ideas that could help improve operations of Creative Empowerment Opportunities.

Our experience has shown that when employees deal openly and directly with management, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that Creative Empowerment Opportunities amply demonstrates its commitment to employees by responding quickly to employee concerns.

## **103 EQUAL EMPLOYMENT OPPORTUNITY**

Creative Empowerment Opportunities will not discriminate against any person on the basis of race, color, religion, national origin, age, sex, disability, marital status, height, weight, genetic information, veteran or other legally protected status in regard to any employment practices or terms, conditions, and privileges of employment. This prohibition covers all aspects of the employment process, including application, testing, hiring, assignment, evaluation, disciplinary actions, promotion, medical examinations, training, layoff/recall, termination, compensation, leave, benefits, or any other term, condition or privilege of employment.

If you are a person with a covered disability as defined by law, then we will make every reasonable effort to accommodate your disability. A person with a covered disability must notify Creative Empowerment Opportunities within 182 days after the need is known or reasonably should have been known of the nature and extent of the disability in order to make a determination of accommodation as defined under Michigan Persons with Disabilities Civil Rights Act.

## **104 HIRING OF RELATIVES**

The employment of relatives of employees is permitted by Creative Empowerment Opportunities as long as qualifications for the position are met and, in the opinion of Creative Empowerment Opportunities, employing the relative will not create an actual or perceived conflict of interest. Managers who seek to hire, transfer or promote their own relatives must obtain prior approval from the Executive Director. Employees who are related are permitted to work in the same environment but are not permitted to supervise a relative. Direct supervision of an employee must be done by a non-related employee. In the event that conflict arises between relatives the employees could be transferred to another Creative Empowerment Opportunities location.

Relatives include a spouse, parent, parent-in-law, child, grandparent, grandchild, sibling, sibling-in-law, aunt, uncle, niece, nephew, step-relationships and any individual with whom an employee has a personal relationship.

Personal relationships may create an actual or perceived conflict of interest, and/or create the risk of sexual harassment/hostile work environment related claims. Thus, supervisors may not hire, promote or directly supervise any person with whom they have a personal relationship, nor may they engage in any personal relationships with their subordinates. A personal relationship includes, but is not limited to the following activities: dating, sharing the same household or other activities that may give rise to an inherent subjectivity or conflict of interest.

An employee must notify management of Creative Empowerment Opportunities if his or her relationship to another employee changes to fit the definition of “relative” above. The employee must notify management within 2 weeks of the change in the relationship status. This is considered adequate notice in order for Creative Empowerment Opportunities to make the appropriate changes. If a personal relationship develops between management and a subordinate, both employees are required to inform the appropriate manager.

Creative Empowerment Opportunities reserves the right to use its sole discretion in hiring, assigning and transferring relatives in a manner calculated to eliminate potential conflicts of interests or other employment complaints. To do this, Creative Empowerment Opportunities will take action that is fair and equitable and that will remove any direct reporting or management relationship between employees who are defined as “relatives”.

Similarly, Creative Empowerment Opportunities reserves the right to use its sole discretion in hiring, assigning or transferring employees who have personal relationships with co-workers. Creative Empowerment Opportunities will take action that is fair and equitable to eliminate any direct reporting or management relationship between employees who are involved in a personal relationship. Finally, Creative Empowerment Opportunities may change the placement of relatives and individuals involved in a personal relationship regardless of whether there is a direct reporting or management relationship if Creative Empowerment Opportunities determines that the personal relationship actually or potentially interferes with the employee’s job performance.

## **105 EMPLOYEE MEDICAL EXAMINATIONS**

To help assure that employees are able to perform their duties safely, medical examinations may be required. After an offer has been made to an applicant entering a designated job category, a T.B. Tines Test will be performed at the expense of Creative Empowerment Opportunities. The offer of employment and assignment to duties is contingent upon satisfactory completion of the examination requested. Results of this exam must include a negative reaction to the T.B. Tines Test and become the property of Creative Empowerment Opportunities. Management will instruct the new employee on the procedure for obtaining the test, and the clinic that will perform the test. All employees of Creative Empowerment Opportunities will be required to submit a T.B. Tines Test or X-ray every 3 years with negative results. The employee will be reimbursed up to the \$20.00 charged by the health department for the TB Skin test.

Where there is a question of a serious or untreated medical condition, a release from your personal care physician may be required by Creative Empowerment Opportunities. This release must state whether the employee is capable of discharging his/her duties and any restrictions on such duties.

Current employees may be required to take medical examinations to determine fitness for duty. Such examinations will be scheduled at reasonable times and intervals and performed at Creative Empowerment Opportunities expense.

Employees will be offered the opportunity to take the Hepatitis B vaccination series at the expense of the employer. The employer will select the clinic in which the shot series will be given. If the employee declines the offer for the Hepatitis B vaccination, they will sign and date a declination letter. The employee will still have the option of getting the vaccination at any point during their employment with Creative Empowerment Opportunities.

Information on an employee's medical condition or history will be kept separate from other employee information.

## **106 IMMIGRATION LAW COMPLIANCE**

Creative Empowerment Opportunities is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with Creative Empowerment Opportunities within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the Executive Director or appointee. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

## **107 CONFLICTS OF INTEREST**

Employees and the Board of Directors have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which Creative Empowerment Opportunities wishes the business to operate. The purpose of these guidelines is to provide general direction so those employees and the Board of Directors can seek further clarification on issues related to the subject of acceptable standards of operation.

### **Actual or Potential Conflict of Interest:**

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in personal gain for that employee, member of the Board of Directors, or for a relative as a result of Creative Empowerment Opportunities business dealings. Other actual or potential conflicts of interest may occur when an employee or member of the Board of Directors is in a position to influence the care being given to a Person Served receiving services from Creative Empowerment Opportunities in a positive or negative manner, such as a relative. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

**Personal Relationship with Persons Served:**

Except for very limited and specifically defined situations, Creative Empowerment Opportunities will not schedule immediate family members as an employee to care for family members who are receiving services from Creative Empowerment Opportunities. This may occur in emergency situations only.

An employee or representative of Creative Empowerment Opportunities shall not act as a guardian, trustee, conservator, or act as power of attorney for a person currently being served in the program, unless such person served is related to the person acting as guardian, trustee, conservator, or power of attorney within the third degree of blood relationship, or the person was guardian prior to employment at Creative Empowerment Opportunities. If an employee has an affidavit of Domestic Partnership on file in the HR office, they may serve as guardian, conservator or trustee of the children of their domestic partner. Employees who are a step parent to a person served are allowed to serve as guardian, conservator or trustee for their step child.

**Outside Transactions:**

Transactions with outside firms must be conducted within a framework established and controlled by the executive level of Creative Empowerment Opportunities. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit Creative Empowerment Opportunities, the employee, the Board of Directors, or all. Promotional plans that could be interpreted to involve unusual gain require specific executive level approval.

**Presumption of Guilt:**

No "presumption of guilt" is created by the mere existence of a relationship with outside firms or employees/member of the Board of Directors and Person Served outside of service hours. However, if an employee or member of the Board of Directors has any influence on transactions involving purchases, contracts, or leases, etc. it is imperative that he or she disclose to an officer of Creative Empowerment Opportunities as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

If a Person Served feels that he/she has been treated differently or unjust as a result of their relationship with an employee/member of the Board of Directors after service hours, he/she should report this to management immediately, if this does not rectify the situation you should then begin the grievance procedure.

**Personal Gain:**

Personal gain may result not only in cases where an employee, member of the Board of Directors, or relative has a significant ownership in a firm with which Creative Empowerment Opportunities does business but also when an employee, member of the Board of Directors, or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving Creative Empowerment Opportunities. Creative Empowerment Opportunities believes that the only proven basis for the maintenance of good business relationships is mutual cooperation and respect based on quality, service and price. In line with these beliefs, it is essential that all management personnel and other employees of Creative Empowerment Opportunities conduct their business in keeping with the highest standards of business ethics at all times.

The receipt of business gifts, by any member of management or any other employee of Creative Empowerment Opportunities is inconsistent with these principles. Such action by an employee is highly improper, in that it raises questions with respect to the integrity of both the donor and the recipient of the gift, and it may represent a definite conflict of interest for persons involved. It is the policy of Creative Empowerment Opportunities that no employee is to accept personal favors, gifts, (other than normal advertising novelties of nominal cost), or unusual or elaborate entertainment from any individual or firm with which Creative Empowerment Opportunities has any past, present, or possible future business relationship. Employees of Creative Empowerment Opportunities are prohibited from

accepting gifts of money, goods, services or gratuities from any person who receives benefits or services from the agency, or who is otherwise in a position to benefit from such gifts to our employees.

### **Products/Services:**

Products or services shall not be purchased by Creative Empowerment Opportunities from employees or members of employee's immediate family without approval of the Executive Director.

### **Volunteering:**

Employees cannot volunteer to do work for Creative Empowerment Opportunities where the work is the same or similar to the work people are normally paid to perform.

### **Non-Disclosure:**

The materials, products, designs, plans, ideas, and data of Creative Empowerment Opportunities are the property of Creative Empowerment Opportunities and should never be given to an outside firm or individual except through normal channels and with appropriate authorization. Any improper transfer of material or disclosure of information, even though it is not apparent that an employee has personally gained by such action, constitutes unacceptable conduct. Any employee who participates in such a practice will be subject to disciplinary action, up to and including termination of employment and legal action.

Acknowledgement – 107 Conflicts of Interest;



Creative Empowerment Opportunities  
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### **EMPLOYEE HANDBOOK: 107 CONFLICTS OF INTEREST ACKNOWLEDGEMENT**

Employees and the Board of Directors have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which Creative Empowerment Opportunities wishes the business to operate. The purpose of these guidelines is to provide general direction so those employees and the Board of Directors can seek further clarification on issues related to the subject of acceptable standards of operation.

Transactions with outside firms must be conducted within a framework established and controlled by the executive level of Creative Empowerment Opportunities business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit Creative Empowerment Opportunities, the employee, the Board of Directors, or all. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval. An actual or potential conflict of interest occurs when an employee or member of the Board of Directors is in a position to influence a decision that may result in a personal gain for that employee, member of the Board of Directors, or for a relative as a result of Creative Empowerment Opportunities business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee or member of the Board of Directors is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if an employee or member of the Board of Directors has any influence on transactions involving purchases, contract, or leases, it is imperative that he or she disclose to an officer of Creative Empowerment Opportunities as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties. Personal gain may result not only in cases where an employee, member of the Board of Directors, or relative has a significant ownership in a firm with which Creative Empowerment Opportunities does business but also when an employee, member of the Board of Directors, or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving Creative Empowerment Opportunities.

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I have reviewed the Conflict of Interest Acknowledgement and agree to abide by the policy.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Revised 7/13/2021, 11/10, 9/15 SLR-Staff: Policy 107 Conflicts of Interest (Acknowledgement)  
Creative Empowerment Opportunities Inc. DBA Creative Empowerment Opportunities, a Michigan non-profit service corporation and an equal opportunity at-will employer.



## **108 OUTSIDE EMPLOYMENT**

An employee may hold a job with another organization as long as he or she satisfactorily performs his or her job responsibilities with Creative Empowerment Opportunities. Employees should consider the impact that outside employment may have on their health and physical endurance. All employees will be judged by the same performance standards and will be subject to Creative Empowerment Opportunities scheduling demands, regardless of any existing outside work requirements.

If Creative Empowerment Opportunities determines that an employee's outside work interferes with performance or the ability to meet the requirements of Creative Empowerment Opportunities as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with Creative Empowerment Opportunities

Creative Empowerment Opportunities strictly prohibits the practice of “double dipping”, or being paid by two different companies during the same time frame. Any employee who engages in this behavior may be subject to immediate termination.

Outside employment will present a conflict of interest if it has an actual or potential adverse impact on Creative Empowerment Opportunities.

## **109 NON-DISCLOSURE**

The protection of confidential business information and trade secrets is vital to the interests and the success of Creative Empowerment Opportunities. Such confidential information includes, but is not limited to, the following examples:

- A. Pending projects and proposals
- B. Information on employees. Person Served personal information or any information covered under HIPAA
- C. Legal information which affects Creative Empowerment Opportunities or any of its employees
- D. Financial information of Creative Empowerment Opportunities

Any employee who discloses trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment and legal action, even if he or she does not actually benefit from the disclosed information. NOTE: Any employee who releases information in any form about a Person Served pertaining to the Person Served HIV status, may be guilty of a misdemeanor, punishable by imprisonment for not more than one year or a fine of not more than \$5,000 or both, and is liable in a civil action for actual damages or \$1,000, whichever is greater, and costs and reasonable attorney fees. If anyone requests such confidential information about a Person Served, direct that person to the Program Supervisor.

## **110 MANAGEMENT RIGHTS**

Creative Empowerment Opportunities expressly retains and reserves the right to operate its business as it determines advisable in its sole discretion. This includes, but is not limited to, the right to:

- A. Hire, fire, suspend and otherwise discipline its employees as Creative Empowerment Opportunities, in its sole discretion, deems advisable.
- B. To determine the work hours of the employee, to assign the employee and to lay off the employee as Creative Empowerment Opportunities, in its sole discretion, deems fit. Management reserves the right to reduce work hours and transfer employees.



- C. To determine job classifications and duties of each employee, subject to change without written notice to the employee.
- D. To manage its affairs efficiently and economically, including the determination of quantity and quality of services rendered. The control of equipment to be used and discontinuance of any services or methods of operation.
- E. To produce new equipment, methods, or processes, change or eliminate existing equipment, and institute technological changes, decide on supplies and equipment to be purchased.
- F. To sub-contract or purchase the construction of new facilities, or the improvement of existing facilities, as Creative Empowerment Opportunities, in its sole discretion, deems advisable.
- G. To determine the number, location, and type of facilities, to direct the work force, to assign the type and location of work assignments, and determine the number of employees assigned to operations.
- H. To limit the number of employee initiated schedule change requests to two per calendar year.
- I. To close or otherwise reduce the scope of operation of any or all facilities.
- J. To determine starting and quitting times, and the number of hours to be worked by employees.
- K. To establish and change work schedules, work standards, and the methods of processes and procedures by which such work is to be performed by employees.
- L. To select employees for promotion or transfer to other supervisory positions, and to determine the qualifications and competencies of the employees to perform the available work.

## **111 GRIEVANCE PROCEDURE**

A grievance can be made for a serious matter that an employee feels has not been addressed properly. In order to file a grievance, the employee must be willing to write down the grievance, and how the employee feels the situation should be addressed.

In the event that an employee wishes to file a grievance, the following steps should be taken:

- A. The employee should obtain a Grievance form. The location of the Grievance form in each building may be different. Please see management for this form if you do not know where to find it. The employee's name must be on the form.
- B. The employee should write down the serious issues that concern him/her personally. The employee should write down how the situation could be resolved. The deadline for an employee to file the grievance is within 10 calendar days of the incident's occurrence.
- C. The employee should then put the form in an envelope and place it in the Program Supervisor's mail box or forward to Program Supervisor via inner office mail.
- D. A meeting will be held within three days of filing the grievance. The Program Supervisor and grievor will be present, as well as any managers and others necessary to the resolution of the grievance.
- E. In the event that no resolution is obtained, the grievance form will be sent to the Executive Director who will consult with the Board of Directors to develop an action plan for resolution.
- F. Within 10 business days of the Executive Director receiving a grievance, a written response to the grievance will be given to the grievor and a meeting will be held.
- G. A copy of the grievance form will be kept in the employee's personnel file.

Please note that the grievance procedure does not apply to an employment termination decision by Creative Empowerment Opportunities, since the employment relationship is at-will. If you feel that you have been terminated in violation of law or policy, please submit your concerns to the Executive Director in writing. A written response to your appeal will be mailed to you within 10 business days. In the event that an employee resigns or is terminated during the time that a written response is being formulated by the Executive Director no response will be sent to the employee. This is not a Recipient Rights form. If you feel someone's Recipient Rights have been violated, it is your job to follow Recipient Rights policies.



**Creative Empowerment Opportunities**  
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**GRIEVANCE FORM**

Grievant Name: \_\_\_\_\_ Date Written/Submitted: \_\_\_\_\_

Status:  Employee  Person Served  Stakeholder  Other: \_\_\_\_\_

1. Is this the first incident/occurrence of the situation being grieved? Yes  No  -if no please provide additional information on the back of this Grievance or with an attachment.

2. Please describe the incident/situation you are in grievance about in detail (if additional space is needed you may attach additional pages if needed or continue on the back of this Grievance form:

Date of Incident:	Location of Incident:	Time of Incident:
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Explanation of incident/situation being grieved:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
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 \_\_\_\_\_

3. Were there other parties and/or witnesses involved, if so please list names below with contact information if available (attach additional page if needed):

Concerned Party/Witness Name:	Contact Information (Phone, email, etc.)

4. Did physical injury occur to you or did you witness a physical injury? Yes  No  -If "yes", was prompt medical treatment provided? Yes  No

5. How would you like the situation to be resolved?

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

6. Date of review/Action Plan? \_\_\_\_\_  
 7. Action plan developed by Program Manager, Program Supervisor and/or appropriate Level V or above (attach additional pages if needed):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

8. Does the grievant agree- disagree- (check one) with this action plan as written.

Grievant Signature \_\_\_\_\_ Date \_\_\_\_\_

Management Signature \_\_\_\_\_ Date \_\_\_\_\_

Executive Director \_\_\_\_\_ Date \_\_\_\_\_



Revised 7/26/23CLF - Staff Grievance Form  
 Creative Empowerment Opportunities Inc. DBA Creative Empowerment Opportunities, a Michigan non-profit service corporation and an equal opportunity at-will employer.

**201 EMPLOYMENT CATEGORIES**

It is the intent of Creative Empowerment Opportunities to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and Creative Empowerment Opportunities.

Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws:

- A. NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws.
- B. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. All administrative positions within the company are salaried positions which qualify as executive, administrative or professional, and are therefore EXEMPT.

In addition to the above categories, each employee will belong to one other employment category:

- A. REGULAR FULL-TIME employees are those who have completed their orientation period and who are regularly scheduled to work Creative Empowerment Opportunities full-time schedule 30 hours or more. Generally, they are eligible for Creative Empowerment Opportunities benefit package, subject to the terms, conditions, and limitations of each benefit program.
- B. REGULAR PART-TIME employees are those who have completed their orientation period and which are scheduled to work less than 30 hours per week. While they do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they may be ineligible for some of Creative

Empowerment Opportunities other benefit programs. Employees should see their manager for a list of their eligible benefits.

- C. **ORIENTATION** employees are those whose performance is being evaluated to determine whether further employment in a specific position or with Creative Empowerment Opportunities is appropriate. The standard orientation period for Creative Empowerment Opportunities is 90 days from date of hire however, Creative Empowerment Opportunities reserves the right to extend the orientation period as it deems necessary. Employees who satisfactorily complete the orientation period will be notified of their new employment classification with a 90-day Employee Evaluation.
- D. **SUBSTITUTE/SEASONAL** employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Substitute/seasonal employees retain that status unless and until notified of a change. While temporary employees receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all of Creative Empowerment Opportunities other benefit programs.
- E. **CONTRACT** employees are those that are hired for a specific project and whose employment is limited to the terms of an awarded grant. The specific benefits package and pay scale will be reflective of the grant awarded to Creative Empowerment Opportunities to fund these positions, and may be different from the benefits package as described in this policy. You will be notified if your position is a **CONTRACT** position by management at the time of hire, and your benefits package will be described to you at that time. As with all employment positions within Creative Empowerment Opportunities, this is an "at will" position.

## **202 ACCESS TO PERSONNEL FILES**

**Contents of File:** A personnel file will be kept for each employee. The personnel file of each employee may contain his or her application for employment, Federal and State tax forms, evidence of education, resume, training and previous experience, the records of hiring, job assignments, work schedules, salary, job performance evaluations, correspondence relating to the employee, reprimands and other discipline. The file may contain other information not prohibited by law.

**Personnel File:** For the purpose of maintaining complete and accurate personnel files, employees are required to report any changes in their personal status to Creative Empowerment Opportunities. The information needed is:

- A. Change of address or telephone number
- B. Any change affecting your tax withholding status
- C. Legal change of name
- D. Change of contact designated to call in case of emergency
- E. Changes that would affect your insurance needs
- F. Change in bank account
- G. Change in criminal history
- H. Change in driving record
- I. Change in ability to perform your job without accommodations

**Employee Access to File:** You may see your personnel file by submitting a written request to management. You have the right to a copy of your full personnel file. Examination of your file must be done during regular office hours. Requests for copies of your file must be made in writing to the Executive Director. Upon request, one copy of your file will be made for you within five business days, and you will be charged the incremental cost of duplicating the documents, .20 cents per page. Contents of your personnel file are the property of Creative Empowerment Opportunities and will remain on its premises.

## **203 EMPLOYMENT REFERENCE CHECKS**

To ensure that individuals who join Creative Empowerment Opportunities are well qualified and have a strong potential to be productive and successful, it is the policy of Creative Empowerment Opportunities to check 3 references on all potential employees before hire.

The Executive Director or appointee will respond to all reference check inquiries from other employers. Responses to such inquiries will confirm only dates of employment, wage rates, and position(s) held. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

## **204 ORIENTATION PERIOD**

The orientation period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. Creative Empowerment Opportunities uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or Creative Empowerment Opportunities may end the employment relationship at will at any time during or after the orientation period, with or without cause or advance notice.

All new and rehired employees work on an orientation basis for the first 90 days (three months) after their date of hire or rehire. Employees who are promoted or transferred within Creative Empowerment Opportunities must complete a secondary orientation period of the same length with each reassignment to a new position. Any significant absence will automatically extend an orientation period by the length of the absence. If Creative Empowerment Opportunities determines that the designated orientation period does not allow sufficient time to thoroughly evaluate the employee's performance, the orientation period may be extended for a specified period.

In cases of promotions or transfers within Creative Empowerment Opportunities, an employee who, in the sole judgment of management, is not successful in the new position can be removed from that position at any time during the secondary orientation period. If this occurs, the employee may be allowed to return to his or her former job or to a comparable job for which the employee is qualified, depending on the availability of such positions and Creative Empowerment Opportunities needs. In the event that an employee returns to a former position it will be at the previous rate of pay.

Upon satisfactory completion of the initial orientation period, employees enter the "regular" employment classification. During the initial orientation period, new employees are eligible for those benefits that are required by law, such as workers' compensation insurance and Social Security. After becoming regular employees, they may also be eligible for other Creative Empowerment Opportunities provided benefits, subject to the terms and conditions of each benefit program. Employees should read the information for each specific benefit program for the details on eligibility requirements.

Benefits eligibility and employment status are not changed during the secondary orientation period that results from a promotion or transfer within Creative Empowerment Opportunities

The successful completion of the orientation period does not give rise to any expectation or right to continued employment.

During the employee's orientation period, any at-fault vehicle accidents will result in termination of employment. If the accident is not the fault of the employee according to the Police Report and the drug test is negative per company policy, the employee may maintain their employment status.

Employees in their orientation period will have stricter attendance standards, per policy.

## 205 EMPLOYMENT APPLICATIONS

Creative Empowerment Opportunities relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in Creative Empowerment Opportunities exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

The actual hiring of an employee is based on the qualifications of the applicant, as determined in the sole discretion of Creative Empowerment Opportunities. The following requirements and conditions are not all inclusive. Please see the actual job description. Any employee hired must be at least 18 years of age.

## 206 EMPLOYMENT REQUIREMENTS AND CONDITIONS

### REQUIREMENTS:

#### A. Direct Supports Professionals shall meet all of the following criteria:

1. Must have a minimum of a high school education or the equivalent.
2. Must be in good physical and mental health so as not to negatively affect either the health of the person served or the quality of his or her care and must be free of any illegal and/or non-prescribed medications/drugs. Must be suitable to meet the physical, emotional, intellectual and social needs of each Person Served.
  - I. Must provide and maintain records for file as specified in policy #912 Employee Files & Evaluations.
3. Experience working with intellectually disabled persons preferred.
4. Good personal hygiene and appropriate attire per the Employee Handbook.
5. Must be able to perform the physical duties of assigned work and lift 35 pounds repeatedly. Reasonable accommodations will be made under the appropriate circumstances per the American with Disabilities Act.
6. Ability to utilize “gentle teaching” techniques and Nonviolent Crisis Intervention techniques.
7. Must possess good communication skills, including the ability to expressively and receptively communicate in order to follow individualized plan requirements and beneficiary-specific emergency procedures. Must be able to adequately complete required reports/documentation.
8. Must be able to read and write English in an objective and understandable manner as well as possess simple math skills.
9. Must meet the physical, emotional, intellectual and social needs of each Person Served. Must possess the ability to handle/respond to emergency situations and maintain a safe environment to protect the rights of the persons served.
10. Ability to comply with and demonstrate knowledge of procedures regarding vehicle safety, transportation, data collection, safety/fire prevention, personal care, supervision and protection of persons served, Persons Served Recipient Rights, prevention and containment of communicable disease, implement and follow IPOS and Gentle Teaching.
11. Working knowledge of the Person Served Handbook.
12. Ability to comply with and adhere to all recommendations/guidelines set forth by the Centers for Disease Control and/or governing authority during the event of state or nationwide health crisis/emergency.
13. Completion of contractual training as well as Part I and Part II CEO in-services, including CPR, First Aid and NCI and update as required.
14. Must complete Office of Recipient Rights training within 30 days of hire and update annually as required. Failure to comply will result in the employee being suspended without pay until the training is received.
15. A valid Michigan driver license, with a good driving record.
16. A clear criminal history record in compliance with the funding agency contract and Medicaid guidelines. Must not have any felony convictions and be in compliance with the Michigan Mental Health Code for employment.

17. Compliance with all governing authorities' rules/policies, including the Health Insurance Portability and Accountability Act (HIPAA) and Home and Community Based Service (HCBS) policy.
18. Compliance with all company policies including being drug free from all non-prescribed medications/drugs.
19. Will be record free from the Sex Offender Registry. Must maintain a record free status during the course of employment and immediately report any violations to management.
20. Will be free of any substantiated violations of Abuse Class 1 and Neglect 1. All employees are required to immediately report, verbally or in writing, any apparent or suspected rights violations to their Program Manager and/or Program Supervisor as well as the Office of Recipient Rights and assure that the complaint is recorded on a Recipient Rights Complaint Form as well as document on an Incident Report.
21. A check of the System Award Management (SAM) and the Office of Inspector General (OIG) will be conducted for compliance assurance upon hire and monthly thereafter. All employees must be free of fraudulent activity within the MDHHS system. Any employment candidate/applicant or current employee found to have a record on either their SAM or OIG check, will be ineligible for employment with Creative Empowerment Opportunities. In the event that an Office of Inspector General report reveals that Creative Empowerment Opportunities has employed an employee on the list of ineligible people to work for the Office of Inspector General, Creative Empowerment Opportunities will use the Provider Self-Disclosure Protocol, to disclose self-discovered evidence of potential fraud and will comply with any Government-directed investigation and hold responsibility for any civil or administrative litigation due.
22. Ability to work as a proactive and positive member of the Creative Empowerment Opportunities Team.
23. Will wear name tag daily and ensure it is visible at all times.
24. Willing to report to another Community Empowerment Center when requested.

#### CONDITIONS:

- A. Every employee must have the following forms on file with Creative Empowerment Opportunities:
  - Application.
  1. Tuberculosis Test (repeated every three years) with a negative reaction. Must be obtained before working at Creative Empowerment Opportunities.
  2. Federal and State Withholding Tax Forms (must be revised within 5 working days upon an address change).
  3. I-9 Employment Immigration Eligibility Form. Must be completed within three (3) days of hire (must be revised within 5 working days upon an address change).
  4. Three (3) Letters of Recommendation (can be written by friends, and/or past employers).
  5. Optional: If employees transport Persons Served in their own vehicle, or use their vehicle for employer business when on duty, a Certificate of Vehicle Insurance is required to be on file with CEO. It is strongly recommended that employees carry \$100,000/\$300,000 insurance limits on their auto liability insurance but is not required.
  6. Signature acknowledging receipt of the Employee Handbook.
  7. Signed Statement of Driver Responsibility.
  8. Signed Permission for Substance Screening Acknowledgement.
  9. Signed Job Description.
  10. Signed Health Insurance Portability and Accountability Act (HIPAA) Acknowledgement.
  11. Signed Conflicts of Interest Acknowledgement.
  12. Signed Employer Phone and Mail Systems Acknowledgement.
  13. Copy of Driver's License and Social Security Card.
  14. Copy of High School Diploma or GED.
  15. Copy of First Aid and CPR card, if current & available. If the employee does not have a current First Aid and CPR card, they will receive the training during the orientation process.
  16. Copy of contractual training transcripts, if current & available.
  17. Copy of Driving Record.
  18. Copy of Criminal History and be in compliance with the Michigan Mental Health Code.

19. Copy of Sex Offender Record.
20. Copy of Sanctioned Provider Record.
21. Employee Evaluations as required.
22. Disciplinary Actions if applicable.
23. Attendance Record.

All of this information (A – S) from the above list must be turned in to the office within one (1) week of the hiring of the employee unless a shorter period is noted. This information, except for reference letters and medical information will be kept in the employee's personnel file/record. An employee who, following a medical examination or the administration of test, is found to have symptoms of a physical, emotional or mental condition which could be hazardous to the Person Served or to other employees' or which prevents the employee from performing the duties of his or her employment, shall be relieved of his or her assignments and shall be required to furnish a certificate of recovery by a qualified physician before he or she will be permitted to return to work.

## **207 PERFORMANCE EVALUATION**

Management and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance evaluations are conducted at the end of an employee's initial period in any new position. This period, known as the orientation period, allows management and the employee to discuss the job responsibilities, standards, and performance requirements of the new position. Additional formal performance reviews are conducted to provide both management and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals. Performance evaluations are scheduled at the end of the orientation period and yearly thereafter coinciding with the anniversary of the employee's original date of hire with exception of employees classified as Substitute/seasonal status. Substitute/seasonal employees will receive a performance evaluation after each accrued time period worked amounting to 1,664 hours. The employee must complete their annual required tests within 30 days of their anniversary date. Failure to complete all tests will result in an un-paid suspension of employment until the employee is in compliance.

## **208 JOB DESCRIPTION**

Upon application, each employee will have a written job description, which describes the following:

- A. Qualifications necessary for the position
- B. Essential functions of the position applied for
- C. Job classification
- D. Brief description of responsibilities and duties
- E. Title of immediate management personnel

Any job description distributed by Creative Empowerment Opportunities is not inclusive of all duties that the employee will be required to perform. Creative Empowerment Opportunities expressly reserves the right to change responsibilities and duties as deemed necessary. The job description may be changed orally and Creative Empowerment Opportunities need not provide a new written job description.

The job description shall be signed by the employee upon hire and annually at the performance evaluation review to indicate acceptance and knowledge of the responsibilities of the position. The signed job description shall be placed in the employee's personnel file at the office with a copy provided to the employee.

## **209 PROMOTIONS & DEMOTIONS**

It is the policy of Creative Empowerment Opportunities that, as our organization continues to expand and grow, we are committed to fill new job opportunities from among our own employees, provided, in Creative Empowerment Opportunities judgment, and a fully qualified person is available. Should you wish to be considered for a promotion, notify management in writing.

The areas to be evaluated for persons desiring consideration include, but are not limited to: skills, abilities, education, seniority, and attendance, willingness to accept assignments, dependability, quantity and quality of work. Creative Empowerment Opportunities and its Executive Director and Program Supervisors reserve the right to hire outside its current staff if, in their sole judgment, persons from outside the present employees are more suitable or qualified.

Creative Empowerment Opportunities recognizes that there are times when an employee that has been promoted is no longer the best candidate for the position. Any employee whom management feels is not successful in the position they were promoted to will be demoted to a lesser level position, in accordance with the judgment of management.

When an employee is demoted by management, typically but not limited to work performance issues, they must be transferred to another program, as to set them for up for success with their new position. The employee will also sign a new job description to be placed in their file, as well as their schedule/ pay / benefits will be adjusted if need be, to be in compliance with the standards of the level of employment demoted to.

If the employee feels that they are not successful in their promoted position, they can give a written notice to management demoting themselves, at which point they will be offered to transfer to another program, however they may or may not be required to do so depending on the reason for the demotion.

The employee will also sign a new job description to be placed in their file, as well as their schedule/ pay / benefits will be adjusted if need be, to be in compliance with the standards of the level of employment they demote themselves to.

## **210 TRAINING**

All necessary training required by the state, any governmental agency, or Creative Empowerment Opportunities must be completed, and any and all tests must be successfully completed.

All employees must satisfactorily attend all in-service training provided by contracting agencies or as required by Creative Empowerment Opportunities. First Aid, CPR & NCI training will be completed during the employee's orientation process. Recipient Rights training is required within 30 days of hire. Documentation of in-service attendance will be kept in each employee's personnel file. Employees must complete all training required to the satisfaction of the state, its agencies and Creative Empowerment Opportunities. All employees in a sub-status position will be required to be in compliance with all trainings in order to continue employment.

Any additional requirements which the state or Creative Empowerment Opportunities may impose in the future must be complied with.

During the orientation period of employment, new employees will receive intense on-the-job training from experienced members of the staff. All employees will be required to attend all regular and special staff meetings (unless excused by management) and special in-service training sessions that may be required by Creative Empowerment Opportunities All documentation of in-service attendance will be kept on file.



Employee meetings are held on a regular basis for the training of employees and dissemination of information. All employees who can do so are required to attend these meetings. If, for any reason, an employee cannot attend one of these meetings, meeting minutes are kept in a communication log kept in each building. All employees are required to read the log on a regular (at least weekly) basis and sign the attendance record on the front of the Staff Meeting Minutes, to show that he/she has read and understands the material contained therein. Each employee is responsible for knowing and understanding the information in the log. If there is something in the log that you do not understand, please see management.

## **211 MOTOR VEHICLE RECORD GUIDELINES**

Upon Creative Empowerment Opportunities offer of employment, the employee is responsible for providing their current Motor Vehicle Record. (Hereinafter referred to as MVR) any record that is in violation of the recommended guidelines set forth below will not be eligible for hire. Once the interested party meets the recommended guidelines below, they may re-apply for employment.

- A. The following is criteria used for CEO to determine an employee eligibility or ineligibility to drive a company vehicle or their personal vehicle for company purposes:
1. All drivers must possess a valid Michigan driver's license and must follow all MVR Guidelines.
  2. Creative Empowerment Opportunities (CEO) requires that all employees that drive for CEO obtain a Chauffeur License within 90 days of their hire date. The cost to obtain the license will be reimbursed to the employee through their payroll check upon submission of a receipt. Employees will be reimbursed for one hour of time to take the test. Drivers are deemed responsible to maintain their chauffeur's license unless their job duties change and no longer require driving.
  3. Drivers will be deemed unacceptable to drive if...
    - a. Driver's license has been suspended or revoked in the past 3 years.
    - b. Three or more accidents (regardless of fault) in the last 3 years.
    - c. One or more of the following in the past 3 years:
      - Driving while intoxicated
      - Negligent homicide arising out of use of a motor vehicle (Gross Negligence)
      - Driving while under the influence of drugs
      - Operating a motor vehicle during a period of suspension or revocation
      - Using a motor vehicle for the commission of a felony
      - Aggravated assault with a motor vehicle
      - Operating a motor vehicle without the owner's authority (grand theft)
      - Permitting an unlicensed person to drive
      - Reckless driving
      - Speeding contest
      - Hit & run driving
    - d. Accidents and violations other than those listed in section(b) above:
      - Three or more moving violations in the past 3 years
      - Any combination of accidents and violations which equal four or more in the past 3 years
- B. All personnel must satisfactorily complete the following trainings during their orientation period.
- Transportation In-Service Training
  - 15 Passenger Van Driver Improvement Course (On-line Training)
  - Vehicle Orientation Safety Check List which includes proper use of wheelchair van lifts, tie-downs & lap belts during their orientation period.

The Transportation In-Service Training and 15 Passenger Van Driver Improvement Course will also be completed annually.

- C. All personnel must adhere to Employee Handbook policy 508 Transporting Persons Served and sign the Statement of Driver Responsibility which verifies compliance with the policy.
  1. Any driver who has only an international or foreign driver's license, or who is not licensed in the state of Michigan will be ineligible to drive.
  2. Motor Vehicle Records (MVR) are available from the state in which a driver holds his/her license. Creative Empowerment Opportunities acquires their records from the MVR Department of the State of Michigan.
  3. Creative Empowerment Opportunities reviews every driver's MVR upon hire as well as annually. This applies to all drivers, including those who utilize their personal vehicle for business purposes. A driver's MVR may become unacceptable during the course of employment.
  4. The Fair Credit Reporting Act requires employers to take certain steps before obtaining and using Motor Vehicle Records for employment decisions. Written authorization is included in the employment application language.
  5. This policy is declaration of Creative Empowerment Opportunities intent to check MVR's on a regular basis as well as the consequences of an unfavorable MVR.
  6. Drivers who become "unacceptable" to drive will be relieved from driving responsibilities until their MVR reflects an acceptable status. Additionally, drivers who become "unacceptable" may have their job duties and/or hours altered at the discretion of the Program Supervisor or Executive Director.
- D. All employees agree to inform Creative Empowerment Opportunities of any, and all infractions that may be present on their driving records including all infractions that may occur during employment. Employees will be responsible for any penalties/fines incurred resulting from tickets, citations, etc. involving a company vehicle or their personal vehicle received during their shift.
- F. An employee that has a violation of the driving policy during personal time is required to notify management immediately upon their next scheduled shift. Failure to report the violation upon the next scheduled shift may result in disciplinary action up to and including termination of employment.
- G. Operating a company vehicle without a driver's license, or failure to immediately report a violation of the driving policy on company time, may result in termination of employment.
- H. If an employee is involved in an accident either at-fault or not, they will be sent for a drug screening. The employee will be suspended without pay pending the results. Positive results will be cause for immediate termination of employment. If the test results are negative, the employee will be reinstated and may be compensated for the time lost. See Employee Handbook Policy #709 Drug & Alcohol Use/Substance Screening for further information.



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**EMPLOYEE HANDBOOK: 211 MOTOR VEHICLE GUIDELINES  
 AND 508 TRANSPORTING PERSONS SERVED**

**ACKNOWLEDGEMENT**

As an employee of Creative Empowerment Opportunities I understand that I will be required to drive the employer's vehicles while on duty, or may need to use my own vehicle to conduct business for Creative Empowerment Opportunities, and that I must maintain a safe driving record for satisfactory job performance.

{ } I am in compliance with the Policy #211 and #508 for Employees and Drivers

{ } I am not in compliance with the Policy#211 and #508 for Employees and Drivers

If not in compliance, state why: \_\_\_\_\_

By signing this statement, I verify that I have read and understand Policies #211 and #508 for Employees and Drivers. I certify that I am in compliance with the policy and consent to allow the employer to verify this statement. If I am not in compliance with Policies #211 and #508 for Employees and Drivers, I will not operate employer's vehicles nor will I operate my own vehicle to conduct business for Creative Empowerment Opportunities. I further understand that I may not be hired, or if currently employed, my employment may be terminated upon verification of my driving record.

I understand that the determination of safe driving will include annual or periodic reviews of my Master Driving Record on file with the Michigan Department of State.

I agree to advise the employer of any traffic tickets or other citations involving an automobile for which I am found to be responsible, at fault, or guilty during my work day or on personal time. If the occurrence is on personal time, I agree to advise my employer at the beginning of my next scheduled shift. I also understand that this policy may be altered, modified or deleted at the sole discretion of the employer and I agree to follow any changes made upon notice from the employer.

Employee Name (Printed) \_\_\_\_\_ Date \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Revised 7/12/21, 1/15, 9/1/15 BHC/SLE - Staff Employee Handbook Policies 211 & 508 Acknowledgment of Driver Responsibility  
 Creative Empowerment Opportunities Inc. DBA Creative Empowerment Opportunities, a Michigan non-profit service corporation  
 and an equal opportunity at-will employer



## Driver Responsibility

A. Vehicles should always be operated in a manner that is safe for all driving conditions.

Drivers must adhere to Michigan State Law including Michigan's "Hand's Free" law, which prohibits holding or using a cellphone while driving for any reason. The 15 Passenger van safe driving techniques require the drivers to remain a safe distance to stop quickly if needed. This distance will vary depending on weather conditions and traffic.

### 1. Emergency Supplies

a. In each vehicle, there is an emergency kit, which is locked. The key to the kit can be found on the vehicle key ring, or in the pouch of the vehicle manual. If an item has been used, or is missing, management will be notified immediately. Each emergency kit contains the following:

Emergency Blanket	Flashlight
Triangles	Batteries
Water	Ponchos
First Aid Kit (including micro-shield)	Jumper Cables
Infection Control Kit	Hand Sanitizer
Biohazard Spill Kit (broom/dustpan, cat litter & bio-hazard bag)	

b. A fire extinguisher is mounted in each van. The instructions on how to operate the extinguisher are located in the vehicle manual. In the event a fire extinguisher has been discharged, damaged or has a broken mount, the driver should complete a Work Order/Materials Request for immediate attention.

A. Standard safety features of vehicles:

- a. Turn signal
- b. Anti-lock brakes
- c. Seat belts
- d. Child-proof locks
- e. Windshield wipers
- f. Rear and side view mirrors



- Creed of a CEO Team Member

Section 5: Maps with QR Codes.

Section 6: Forms

- Mileage log
- Vehicle Daily checklist
- Community Procedure Checklist
- Incident Report
- Recipient Rights Complaint Form
- Vehicle Accident/Property Damage Report
- OSHA Form 301 Injury and Illness Incident Report
- Work Order Request

- D. Maps for common/frequently used greater community outing locations, which displays the route CEO vehicles/Direct Support Professionals should follow for entering and exiting the greater community location are located in the Vehicle Manual. Each map will also contain a QR code (as available) that CEO personnel may scan to access directions via GPS easily. In the event that the transporter is unable to follow the designated route on the map due to construction, emergency vehicle etc. they will follow all traffic laws and exercise caution in choosing an alternate route with the least amount of hazards/amount of traffic present.
- E. All incidents of property damage/destruction within a vehicle must be reported to management and recorded on the applicable form (Work Order/Materials Request, Vehicle Accident Report, Incident Report, etc.)
- F. Some Creative Empowerment Opportunities service sites have specific procedures for driving around the facility, including drop off and loading zones. All drivers, including Creative Empowerment Opportunities staff, home staff, and parents are to follow these guidelines. Similarly, all staff is to enforce these guidelines with drivers, in a kind way to ensure the safety of Person’s Served. All drivers are to follow posted Stop signs cones, etc. and are to drive slowly and safely around facilities. The speed limit is not to exceed ten miles per hour.
- G. All staff and other drivers arriving to Creative Empowerment Opportunities facilities are to park in proper, available parking spots, as designated by management.
- H. Everyday designated drivers will perform a visual, walk around check of the vehicle to help maintain safety of the vehicles used. An inspection of brakes, headlights, tires, etc. is to be conducted prior to departure to ensure that the vehicle and all components are in proper working order and that there is no damage to the vehicle. This daily visual inspection should be recorded on the “Vehicle Daily Checklist” located on the clipboard of each van.



Creative Empowerment Opportunities  
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**VEHICLE DAILY CHECKLIST**

\*This form is to remain in the vehicle until the end of the month, at which time it should be turned in with Vehicle Mileage Sheets)

Plate #: \_\_\_\_\_ Expiration: \_\_\_\_\_ Month/Year: \_\_\_\_\_  
 Key: A=Added (fluids) N=No service needed R=Needs Repair (Work Order Must be Completed) C=Current (Vehicle Manual, etc.)

Inspected Items	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Headlights																															
Brake Lights																															
Tail Lights																															
Turn Signals																															
Fire Extinguisher																															
Emergency Kit/ Medical Auth's																															
Vehicle Manual																															
Registration, Insurance																															
Locking Gas Cap/Key																															
Interior																															
Heat/Air Conditioning																															
Wipers/Washer Fluid																															
Tires (tread in good condition, no cracking, bulge, etc.)																															
Exterior (any new or pre-existing damage, running boards, mirrors, etc.)																															
Any leaks visible																															
Doors locked/Windows closed, etc.																															
Correct plate on vehicle																															
Inspecting DSP's Initials																															

Revised 4/10/17 JLS - Admin: Vehicle Daily Checklist  
 Creative Empowerment Opportunities Inc. DBA Creative Empowerment Opportunities, a Michigan non-profit service corporation and an equal opportunity at-will employer.



- I. It is the responsibility of the driver to ensure all tires are inflated at the correct PSI, which is located on the inside door frame on the driver's side on each van. A tire pressure gauge is located in the vehicle manual.
- J. It is the responsibility of the driver to notify management, in writing, on a Work Order/Materials Request of any mechanical failure or damage to company vehicles.
- K. Whenever a vehicle is parked, the driver must ensure that no one is left in the van. All windows and doors are locked, the keys and the Vehicle Manual is signed in and returned to the designated storage area within the Community Empowerment Center.
- L. During the winter months, vehicles will not be left unattended when warming up the vehicle and will only be warmed up for 2 minutes. During at or below zero temperatures, the gas tank shall remain at least ½ tank. All vehicles must not go under ¼ tank of gas during warmer months.
- M. No vehicle is to be left running when there is no driver present. Person's Served shall NEVER be left alone in a vehicle. In the event the driver of the vehicle exits to conduct business such as delivering mail to another program and there are persons served present in the vehicle with another staff member, the other staff member will move up front into the driver's seat to wait for the driver to return.
- N. While operating company or personal vehicles while on company business, all vehicles must maintain a casual, calming atmosphere to help maintain the safety of all in the vehicles, by eliminating unnecessary distractions. Easy listening stations such as classical or jazz stations may be used during transports. No rock, rap, loud or heavy metal music may be played. Radio volumes must be kept at a minimum so the driver can hear the passengers and not be distracted.
- O. It is the responsibility of the driver to keep company vehicle interiors and exteriors maintained (per program policy) in a clean and orderly fashion. There is to be NO eating, drinking, or smoking in any of the company vehicles at any time. There is to be NO toxic substances left in the van that could be accessible to persons served.

## 212 DATA COLLECTION REQUIREMENTS

Employees will be trained during orientation (more often if needed) on the requirements for daily/monthly data collection. Employees will follow the policy described below:

- A. A new Monthly Data Sheet will be prepared for each Person Served for each Program Goal prior to the first day of the month. Information on the Data Sheet includes the Person Served Name, Medical Record Number, the Month/Year, the Goal/Objective, Completion Criteria, and Frequency on the cover page and the header of each additional page. The Direct Supports Professional will sign and title each entry made on the Daily Summaries and on the front cover page. The cover page also includes a description of the Service Code(s), and indication of the Funding Agency and what Community Center location the Person Served attends, as outlined in the Individual Plan of Service.
- B. The Direct Supports Professional working with the Person Served will review the program goal/objectives for the Person(s) Served assigned to his/her care that day.
- C. The Direct Supports Professional will clearly explain the goals/objectives to the Person Served. The Direct Supports Professional will then facilitate the program throughout the day as outlined in the Program Plan Methodology.
- D. The Direct Supports Professional will write daily summaries using the SOAP Documentation method as followed;
  - S- Situational events/issues that could be affecting the person's performance on their objective.
  - O- Objective that is being worked on will be addressed. The objective is not to be repeated.

- A- Assessment is the evaluation of the person's performance on their objective. The Direct Supports Professional will document trials, prompts, what academic activity was offered throughout the day.
- P- Plan for future/adjustments; list what steps staff will take to empower the person to meet their objective.
- E. For each trial the Direct Supports Professional will circle either "+ or -" depending on whether or not the Person Served met the objective during that trial. The Direct Supports Professional will also circle what types of prompts were needed, using the prompt key. The "Reason" is what the person did or didn't do to meet their objective. The "In" and "Out" times will be documented and must match the attendance. The "C" will be circled if the time spent was at the Community Center and the "G" will be circled for time spent in the Greater Community.
- F. If the Person Served does paid work for any of the "4" trials, then the type of work will be documented in the Work Performed area and the "W" will be circled. If the Person Served does volunteer work, the location will be written and the "V" circled. If the Person Served works on their Microbusiness, then their business name will be entered and the "M" circled. The "Reason" for the trial will be what work, volunteering or Microbusiness they performed.
- G. The Direct Supports Professional will ensure the authorized Service Code is in place for each day. "Yes" or "No" will be circled daily if the Person Served spent money along with the amount. (receipt must be attached) and whether or not they were satisfied with their services. The Skill Development Areas will be circled daily using the key on page 3 of the Data Collection.
- H. The Direct Supports Professional will document the activities completed in the four categories; Functional Academics, Physical Skill Development with amount of minutes, Social Skills and Activities of Daily Living (ADL). If the Person Served chose a community outing, then "yes" will be circled and the location(s) will be listed. The "Follow Up" section will be checked for any Incident Reports (IR) written, Behavior chart documentation (ABC), Office of Recipient Rights activity (ORR), the home log was documented in (HL), the Health Care Chronological was written on (HCC) and if a Seizure Report was written (SR).
- I. The Direct Supports Professional will sign his/her name, date and circle their title for each day they document on the data collection record. The Direct Supports Professional will sign the cover page using their full legal name as written on their driver's license; on the cover sheet of the Data Collection.
- J. All documentation must be done on the day that the service was provided and the Direct Supports Professional must show their entries to a manager for approval before departing from their shift. The manager will initial each accurate entry. In the event there is missing documentation or incorrect information, the manager will have the Direct Supports Professional correct the entry before departing. Documentation is not to be done while at a community activity. Data collection manuals are to stay locked in the van. In the event there is not a community center, documentation may be completed while in the community.

Date <b>TUESDAY</b> [#3]		Service Code: [#4] Absent <input type="checkbox"/> Not Scheduled <input type="checkbox"/> Not Authorized <input type="checkbox"/> Circle "C" for Community Center "G" for Greater Community																									
Mgr. Init. _____		Signature: [#5] _____ Date: _____						In: [#6] C/G		In: [#6] C/G		In: [#6] C/G		In: [#6] C/G													
		Title: DSP Asst. Mgr. Manager Supervisor Other: _____						Out: [#6] C/G		Out: [#6] C/G		Out: [#6] C/G		Out: [#6] C/G													
S: [#7]	Ex:																										
O: [#7]	Ex:																										
A: [#7]	Trial #1 + - I VP VI GP H			Reason:			Trial #2 + - I VP VI GP H			Reason:			Trial #3 + - I VP VI GP H			Reason:			Trial #4 + - I VP VI GP H			Reason:			___ out of ___ = ___%		
P: [#7]	Ex:																										
Functional Academics: [#8]				Physical Skill Development: [#8] _____ Min				Social Skills: [#8]				ADL: [#8]															
Skill Development Areas: [#9] 1 2 3 4 5 6 7 8 9 10 11 12												Money Spent: [#10] Yes or No Amount: \$				Satisfied With Services: [#11] Yes or No											
Chose Community Outing: [#12] Yes No				Community Locations: [#13]								Work Performed: [#14] Circle W=Work V=Volunteer M=Microbusiness															
FOLLOW UP: [#15] IR <input type="checkbox"/> ABC <input type="checkbox"/> ORR <input type="checkbox"/> HL <input type="checkbox"/> HCC <input type="checkbox"/> SR <input type="checkbox"/> N/A												Supervised during lunch YES NO															

- K. All documentation must be written in either blue or black ink, colored pens or pencil is not acceptable. White out is not to be used on any documentation.
- L. If an error occurs on the data sheet, no matter how small of an error, it will be corrected as follows: line out the mistake with a single line through the word or words, write the word “error”, write the date and initial, then write the correct word or words.  
Example: “Bob completed his work tasks on ~~Tuesday~~<sup>error ab</sup> 1/3/19 Wednesday.”
- M. At the end of the week, the Direct Supports Professional responsible overall for that Person Served documentation will ensure all times of service are completed accurately, and will calculate the weekly percentage based on the “+ and – “marks for the week.
- N. At the end of the month, the Direct Supports Professional responsible overall for that Person Served documentation will complete the Summary of Progress which is located on the very last page. The monthly average will be calculated by adding the week’s percentages and dividing the total by the number of weeks in that month. The monthly Summary of Progress will be written in the SOAP method (see below) and should include any issues which prevented the Person from meeting his/her objective, types of prompts needed, and the overall progress of the Person.
  - S- Situational events/issues: Indicate whether the goals and data sheets reviewed with the persons served. The Person’s Served attendance and reason for absence as well as the persons served authorized code(s).
  - O- Objective that is being worked on will be addressed. The objective is not to be repeated.
  - A- Assessment is the evaluation of the person’s performance on their objective. The Direct Supports Professional will document trials, prompts, what academic activity was offered throughout the day.
  - P- Plan for future/adjustments; list what completion criteria/objective will be worked on next month or if a new goal will be implemented and the reason for the change if applicable.
- O. The Direct Supports Professional will check off whether the objective was met and moved to the next, if it should be amended or discontinued or if the Person will receive a new program for the next month. This will be addressed for each authorized service the Person receives. Also if a quarterly is due the Direct Supports Professional will check off the box and ensure one is completed and turned in with the data collection.
- P. The questions following the Summary of Progress will be addressed with the Person Served and checked off “Yes” or “No” or “N/A”. The number of days the Person is authorized to attend will be listed along with the reason for any days they were absent.
- Q. The Direct Supports Professional will ensure all required Records are completed and attached to the Monthly Data Collection.
- R. The data sheet will be signed by the Person Served, the Direct Supports Professional, the Monitoring Personnel and the QIDP or Designee.

**MONTHLY SUMMARY**

<b>S:</b>	Were program goals and data sheets reviewed with the persons served? <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Service Code(s):
	Person Served attended: _____ % of day’s authorized	Reason for absence(s):

**O:** (ex. Barriers to meeting objectives, types of prompts and amount of prompts needed, persons served reaction to working on goal/objective, etc.)

A:	Week 1 %	Week 2 %	Week 3 %	Week 4 %	Week 5 %	Monthly Avg.	QUARTERLY REVIEW SCHEDULE

<b>P:</b>	Completion Criteria met for the month? <input type="checkbox"/> Yes <input type="checkbox"/> No	Objective met? <input type="checkbox"/> Yes-Move to objective # ___ <input type="checkbox"/> No-Continue Objective <input type="checkbox"/> -N/A
	<input type="checkbox"/> New program/Goal complete <input type="checkbox"/> Discontinue <input type="checkbox"/> Amend <input type="checkbox"/> -N/A	Reason for change( if applicable):



- S. The Monthly Data Collection packet will be turned in to the appointed designee by the 5<sup>th</sup> of the following month.

### 301 EMPLOYEE BENEFITS

Eligible employees at Creative Empowerment Opportunities are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, auto mileage and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Management can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook. Some benefit programs require contributions from the employee, but most are fully paid by Creative Empowerment Opportunities.

The following benefit programs are available to eligible employees (regular, full time employees):

- |                                    |   |
|------------------------------------|---|
| A. Bereavement Leave               | H. Bonus program for job or contract development for Persons Served |
| B. Paid Holidays                   | I. Paid Sick Time   |
| C. Jury Duty Leave                 | J. Life Insurance   |
| D. Paid Vacation Time              | K. Optional AFLAC (employee paid)                                   |
| E. Non-paid Personal Time Benefits |   |
| F. Health Insurance (with co-pay)  |   |
| G. Payment of MI Child premiums    |   |

The following benefits may be available to part-time employees:

- A. Paid Vacation Time, Paid Sick Time & Non-paid Personal Time Benefits
- B. AFLAC (employee paid)

The Executive Director reserves the right to change the benefit package at any time.

### 302 PAID SICK LEAVE AND VACATION PAY

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Employees in the following employment classification(s) are eligible to earn and use vacation time as described in this policy:

#### **Regular full-time employees, Regular part-time employees**

All employees will start accruing sick leave time upon date of hire; however, these hours will not be available for use until the completion of the 90-day orientation period. If the employee terminates employment before the end of the orientation period, any accrued hours are voided, and will not be paid.

The following table is an example of how sick/vacation time is allocated:

Hours worked per week	Hours worked per pay period	2.198% per/pay hours	Hours of sick time per year
35	70	1.54	40.00
40	80	1.76	45.76

Sick leave time will be accrued at the rate of 2.198% of hours per pay period. These hours will be put in a "bucket" for employees to use as needed. The balance of the "bucket" will be shown on the employee's pay stub. Hours accrued will show on the employee's stub on the pay after they are accrued.

Employees will be eligible to use paid sick leave/vacation time after they have completed the 90-day orientation period. Please reference Creative Empowerment Opportunities policy on attendance and requesting time off.

Employees will be given a paid sick/vacation leave bucket after one year of employment. Sick leave/vacation time will be based on the employee's scheduled work week. An employee who works 40 hours per week in their first year of employment will be given 35 hours of sick/vacation pay. An employee who works a schedule of 32 hours a week during their first year will be given sick/vacation pay

of 28 hours, and so on as outlined in the chart below. Sick leave and vacation time will be put in the same “bucket”. Any unused sick/vacation time in excess of 40 hours will be cashed out on the employee’s anniversary date.

The following table will detail how vacation time accumulates with seniority.

**NOTE:** The table is based on a 40 hour and 32-hour work week and will change accordingly depending on an employee’s work schedule.

<b>Years of Eligible Service</b>	<b>Sick/Vacation Hours/Year-40</b>	<b>Sick/Vacation Hours/Year-32</b>
1 Year	35 Hours	28
2 Years	51 Hours	41
3 Years	59 Hours	47.5
5 Years	75 Hours	60
8 Years	91 Hours	73
10 Years	115 Hours	92

Employees are requested to put in their vacation requests at least one week prior to the start of the vacation. Vacation requests will be approved in the order received by the Management. Due to the nature of the business, limited amount of vacation requests will be approved at any given time. It is to an employee’s advantage to request vacation time off as soon as they know that they want a vacation.

Vacation time off is paid at the employee’s base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials. As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. In the event that available vacation time is not used by the end of the benefit year, employees will be paid the balance of unused time.

Upon termination of employment, employees will be paid for unused vacation/sick time that has been earned through the last day of work.

### **303 PAID SICK LEAVE**

All employees will start accruing sick leave time upon date of hire; however, these hours will not be available for use until the completion of the 90-day orientation period. Should the employee terminate their employment before the end of the orientation period, any accrued hours are voided, and will not be paid.

Sick leave time will be accrued at the rate of 2.198% of hours per pay period. These hours will be put in a “bucket” for employees to use as needed. The balance of the “bucket” will be shown on the employee’s pay stub.

Employees will be given a paid sick leave bucket after one year of employment. Sick leave time will be based on the employee’s scheduled work week. Reference the policy above (302) for table of how paid sick time accumulates with seniority.

Employees unable to return to work after five (5) continuous days will be required to apply for a leave of absence.

### **304 HOLIDAYS**

Creative Empowerment Opportunities will grant holiday time off with pay to all eligible employees on the holidays listed below.

- A. New Year's Day (January 1)
- B. Thanksgiving (fourth Thursday in November)
- C. Christmas Day (December 25)

Employees will not be paid for holidays that fall on weekends or days for which the employee is not regularly scheduled. Employees must work any regularly scheduled hours the day before the holiday and the day after the holiday in order to receive pay for the holiday. This requirement may be waived in the event of an emergency, with the prior, written permission of the Executive Director or appointee.

According to applicable restrictions, Creative Empowerment Opportunities will grant paid holiday time off to all eligible nonexempt employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classification(s):

**Regular full-time employees, regular part-time employees**

If a recognized holiday falls during an eligible employee's paid absence (e.g., vacation, and sick leave); the employee will be ineligible for holiday pay. If an eligible employee works on a recognized holiday, he or she will receive time-and-a-half for the holiday.

Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime. Time paid at time-and-a-half for a holiday will not be counted as hours for the purposes of determining overtime.

### **305 WORKERS' COMPENSATION INSURANCE**

Creative Empowerment Opportunities provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work related injuries or illnesses should inform management within 4 hours from the time the injury or illness occurs. No matter how minor an on the job injury may appear, it is important that it is reported. This will enable an eligible employee to qualify for coverage as quickly as possible.

When seeking medical attention for a work-related injury, the employee must report to the clinic chosen by Creative Empowerment Opportunities. Twenty-eight days after the first clinic visit, the employee may elect to visit his or her own doctor or clinic. Failure to comply with the clinic's treatment recommendations in the first twenty-eight days may result in a dispute of the worker's compensation claim.

Neither Creative Empowerment Opportunities nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off duty recreational, social, or athletic activity sponsored by Creative Empowerment Opportunities.

All employees, both full-time and part-time, are protected while on the job by Worker's Compensation Insurance. This insurance will provide coverage for you if you are injured, suffer an occupational illness at work or have a prolonged absence due to such injury. In case of accident, no matter how slight, management must be notified, and an accident report filled out immediately. Payment for medical expenses and lost time at work are determined by state law. This insurance also provides death benefits to your dependents (if any) in case of death caused at work. Creative Empowerment Opportunities pays the full cost of this protection. Failure to promptly report an injury may result in loss of benefits.

In accordance with the leave of absence policy, upon return to work the employee will be reinstated to his/her former position or to a comparable position.

For all employees, Creative Empowerment Opportunities will continue to pay its portion of the employee's health insurance premium for up to 12 weeks of approved worker compensation leave, regardless of FMLA eligibility. The employee must make timely payments on shared health insurance premiums. Failure to pay will result in termination of benefits.

### **306 GROUP INSURANCE**

Creative Empowerment Opportunities maintains a complete line of insurance coverage and benefits for regular employees and their dependents if needed. Because of rising medical costs, employees are asked to pay co-pay for their medical insurance. Medical Insurance coverage begins the first of the month after an employee is brought up to full time status. Medical Insurance is also available for staff who reaches full time status (130 hour/month) on average during their measurement period. All other voluntary coverage is available to employees on the first of the month following completion of their 90-day orientation period.

Full details on these benefits will be given to you at such time as you qualify. It is recommended that all eligible employees totally familiarize themselves with the coverage described in their insurance booklet. Termination of coverage begins upon the first day of the month following termination of active service, except for sickness or injury leave or other eligible leave. Refer to your insurance booklet or contact the benefits administrator for explanations of your conversion privilege. Please refer to your insurance booklet for coverage if you are laid off or in the event of an injury or prolonged sickness, when you cannot work.

All eligible employees must maintain full-time status in order to continue eligibility for group insurance. Employees must maintain an average of 30 hours per week or 130 per month. Holiday, vacation and bereavement hours will not be used for this calculation. If an employee falls below this requirement during the 12-month measurement period, he/she will lose eligibility for group insurance. Employees who lose eligibility will be notified in writing. These employees will have the option to pay for any insurance they wish to keep through COBRA Continuation coverage (see policy 309) or to lose insurance during a re-qualifying period. Please note that an employee who has to re-qualify may have to wait until the next open enrollment period for that insurance company.

### **307 BEREAVEMENT LEAVE**

If an employee wishes to take time off due to the death of an immediate family member, the employee should notify management immediately. Three days of paid bereavement leave will be provided to eligible employees in the following classification(s):

#### **Regular full-time employees**

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Approval of bereavement leave will occur in the absence of unusual operating requirements. Any employee may, with management's approval, use any available paid leave for additional time off as necessary. Additionally, the employee may take up to five days (total) without using personal days as detailed in the Attendance Policy.

Creative Empowerment Opportunities defines "immediate family" as the following:

- A. The employee's spouse, parent, step-parent, child, sibling, grandparents or grandchildren;

- B. The employee's spouses parent, child, or sibling;
- C. The employee's child's spouse.

### **308 JURY DUTY**

As a good citizen, Creative Empowerment Opportunities encourages all employees, whenever they are requested to do so, to participate as an active member of a jury. Any regular, full-time employee who is called to, and reports for jury duty shall be compensated by Creative Empowerment Opportunities for the difference between their regular pay and the jury fee received for each day of jury duty performed on which the employee otherwise would have been scheduled to work, not to exceed eight (8) hours at straight time on any given day or of thirty (30) days in any calendar year. Such compensation shall be payable only if the employee (1) gives Creative Empowerment Opportunities prior notice of such jury duty and (2) presents the proper evidence of performance of jury duty and the amount paid by the court.

Employees who are excused from jury duty and who can work a minimum of two hours of their regular shift on that day are expected to come in and do so.

Time thus paid under this benefit for performance of jury duty will not be calculated as hours worked for the purpose of paying overtime wages, vacation or personal time.

Either Creative Empowerment Opportunities or the employee may request an excuse from jury duty if the employee's absence would create serious operational difficulties in Creative Empowerment Opportunities, judgment.

Creative Empowerment Opportunities will continue to provide health insurance benefits until the end of the month in which the 30 days of jury duty leave ends. At that time, employees will become responsible for the full costs of these benefits if they wish coverage to continue. When the employee returns from jury duty, benefits will again be provided by Creative Empowerment Opportunities according to the applicable plans.

Holiday benefits will be suspended during unpaid jury duty leave and will resume upon return to active employment.

### **309 BENEFITS CONTINUATION (COBRA)**

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue medical insurance coverage under the Creative Empowerment Opportunities health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements. Creative Empowerment Opportunities Finance Department will submit necessary documentation to the Insurance Representative.

Under COBRA, the employee or beneficiary pays the full cost of coverage at Creative Empowerment Opportunities group rates plus any applicable costs. The covered employee will receive qualification and requirements from Creative Empowerment Opportunities Insurance Representative. By law, other employment-related events may qualify the employee or his/her dependents for COBRA benefits.

Creative Empowerment Opportunities Insurance Representative provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under Creative Empowerment Opportunities health insurance plan. The notice contains important

information about the employee's rights and obligations including cost and time frames. If you have any questions regarding COBRA coverage, please contact the Insurance Representative.

If an employee chooses not to continue benefits while on leave of absence, he or she may have to complete a re-qualifying period. If the employee is on FMLA, the insurance coverage would be re-instated immediately upon return. Please contact the Finance Department for more information.

### **310 SOCIAL SECURITY**

Social Security (F.I.C.A.) and Medicare taxes are deducted from wages earned as required by federal law. This program protects you financially when you reach old age and provides disability income for various categories of employed and dependent persons. Creative Empowerment Opportunities matches the amount deducted from your paycheck for this program.

### **401 TIMEKEEPING**

Our work period for overtime calculations is based on a seven (7) day work period beginning on 12:00AM, Wednesday and ending on 11:59PM, Tuesday. All hours worked over 40 in this work period will be compensated at time-and-a-half (1 ½) the regular hourly rate. Each employee is expected to work overtime when scheduled or requested by Creative Empowerment Opportunities management. This is a condition of employment. Creative Empowerment Opportunities will endeavor to give at least twenty-four (24) hours' notice whenever possible. All employees are expected to work a reasonable amount of overtime on less than 24-hour notice when the situation warrants and when requested as a condition of employment. Overtime work must always be approved by the management before it is performed.

Due to the nature of employment, employees are expected to take a temporary or permanent reduction in work hours if requested by Creative Empowerment Opportunities.

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require Creative Empowerment Opportunities to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Nonexempt employees should accurately record the time they begin and end their work. They should also record the beginning and ending time of any split shift or departure from work for personal reasons.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Nonexempt employees should report to work no more than 2 minutes prior to their scheduled starting time nor stay more than 4 minutes after their scheduled stop time without expressed, prior authorization from management.

It is the employee's responsibility to certify the accuracy of all time recorded. Management will review and then initial the time record before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and management must verify the accuracy of the changes by initialing the time record.

Employees are expected to be at their work stations ready and able to start work at the scheduled time and are expected to remain in their work areas until their scheduled quitting time, or until they are redirected by their Manager.

## 402 PAYDAYS

NONEXEMPT employees are paid biweekly on every other Friday after 2 P.M. EXEMPT employees are paid biweekly on every other Friday. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

Employees must review their paystubs for errors. If an error is found, report it to the Finance Department immediately. The Finance Department will assist you in taking the steps necessary to correct the error. All noted errors must be reported within **two weeks** of the payroll issuance date. In the event of an erroneous overpayment, the Finance Department will advise the employee of the necessary adjustments to the subsequent paycheck(s).

In the event that a regularly scheduled payday falls on a day off (e.g., a holiday), Creative Empowerment Opportunities will make every effort to issue payroll on the last day of work before the regularly scheduled payday.

All employees and Person Served are given a choice of being paid by direct deposit or a pay card upon hire. To avoid fraud on bank accounts, paper checks are not an option. Open enrollment to change direct deposit or pay card will be during the month of February.

## 403 EMPLOYMENT TERMINATION

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- A. RESIGNATION - employment termination initiated by an employee who chooses to leave the organization voluntarily.
- B. DISCHARGE - employment termination initiated by the organization.

Creative Empowerment Opportunities will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to Creative Empowerment Opportunities, or return of Creative Empowerment Opportunities owned property. Suggestions, complaints, and questions can also be voiced.

Employees may be considered for rehire if they provide Creative Empowerment Opportunities with a written resignation notice two weeks prior to their last day of employment.

Since employment with Creative Empowerment Opportunities is based on mutual consent, both the employee and Creative Empowerment Opportunities have the right to terminate employment at will, with or without cause, at any time. Employees will receive their final pay in accordance with applicable state law.

Employee benefits will be affected by employment termination in the following manner. All accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

Any funds owed or value of company property not returned will be deducted from the last paycheck of the employee.

#### 404 ATTENDANCE AND PUNCTUALITY

Upon accepting employment with Creative Empowerment Opportunities, employees assume the personal responsibility of being on the job each scheduled day. All employees should strive for perfect attendance.

Absenteeism is defined as a failure to meet a scheduled shift exclusive of approved leaves. Tardiness is defined as the failure to report to work at the time scheduled.

We recognize that occasional absence and tardiness are unavoidable. However, absenteeism and tardiness always cause lost wages and difficulty in meeting staffing requirements. Employees are expected to inform management that they will be tardy or absent as soon as it becomes evident and at least one hour before the start of the scheduled shift. Employees must call each day that they are going to be tardy or absent. Failure to do so will result in the employee being recorded as "tardy-no call", or "absent-no call". Any employee who is absent three (3) consecutive scheduled work days without reporting the absence to management will be considered a "voluntary quit". Additionally, asking a friend, another employee, a relative, or leaving a voice mail, text, or any form of social media to give notification is not considered acceptable. The employee must use the call-in procedure, and must speak to their direct manager.

If an employee is asked to punch out and go home through no fault of his/her own, sick time and vacation time will not be used unless requested.

The following Attendance/Tardiness Control and (Insert) Personal Days Log has been put into place to help clarify and control attendance issues:

This policy attempts to improve and control employee attendance, while allowing the employee up to 8 *personal days* to be used as the employee sees necessary. This policy is not intended to penalize employees for necessary interruptions from work, but puts the responsibility for attendance in the hand of the employee.

- A. Each employee can use 8 personal days. Upon using a 9<sup>th</sup> personal day, the employee voluntarily terminates his/her employment.
- B. Personal days will accumulate for one calendar year (beginning on the employee's date of hire, and ending on his/her anniversary date).
- C. A personal day will be used for any unexcused absence. An unexcused absence is defined as an absence from a whole or partial scheduled shift for which the employee does not have sufficient vacation/personal hours (with or without notice), or for an absence which is taken without at least one-week notice (with or without pay). Paid personal and/or vacation time will be utilized whenever an employee takes time off in the amount of 4 hours or more in a pay period. This will be done automatically by the payroll department.
- D. A personal day will not be used for an excused absence. An excused absence is defined as an absence from a whole or partial shift that is paid and is scheduled and approved at least one week in advance, or is excused by medical doctor. All time off requests are subject to management approval. An employee will only be excused with a doctor's note if he/she notifies management personnel of the absence at least one hour before his/her scheduled shift, and speaks directly to management personnel.
- E. If an employee is sent home because of a building problem, weather problem, or due to lack of work, a personal day will not be used.
- F. A new employee who notifies the manager *on his/her hire date* of preexisting appointments or other need for time off, will be excused.
- G. If an employee has used all available vacation/personal hours, but he/she needs to take time off, the responsible employee should submit a request at least one week in advance. The request will not be "preapproved," but will be accepted as a "pre-notification of unexcused absence," and personal days will be used. The manager will note on the request the number of personal days that will be used for that request.



- H. A tardy is defined as arriving 8 or more minutes late for a scheduled shift without pre-approval. (A responsible employee will notify the manager as soon as the employee realizes he/she will be tardy. However, because a generous grace period is given, the late arrival will count as a tardy, even if notification has been given or vacation/personal time is available.)
- I. Employees must call each day that they are going to be tardy or absent. Failure to do so will result in the employee being recorded as “tardy-no call”, or “absent-no call”. Any employee who is absent three (3) consecutive scheduled work days without reporting the absence to their direct manager will be considered a “Voluntary Quit”. Additionally, asking a friend, another employee, a relative or leaving a voice mail, text, or any form of social media to give notification is not considered acceptable. The employee must use the call-in procedure and must speak directly to their direct manager.
- J. Any employee who misses scheduled days due to jury duty, bereavement leave, FMLA leave, or pre-approved paid vacation/personal time will not use personal days. In the event that an employee misses scheduled time due to the death of an immediate family member as outlined in the Personnel Policy on Bereavement Leave (#308), he/she will be excused for up to (5) total missed days before using personal days. Paid personal and/or vacation time will be utilized whenever an employee takes time off in the amount of 4 hours or more in a pay period. This will be done automatically by the payroll department.
- K. An employee who can provide proof that he/she was “seen by a doctor” for any missed days will be exempt from using personal days for those days. Notes from the doctor must be dated, and must be provided on the first day the employee returns to work in order to be valid. An employee who misses 2 or more consecutive days of work for a medical issue *must* provide proof from a medical doctor that he/she is “able to return to work.” Paid personal and/or vacation time will be utilized whenever an employee takes time off in the amount of 4 hours or more in a pay period. This will be done automatically by the payroll department.
- L. Each employee will have a Personal Days Log. The employee will read the policy and sign the form. Each time a personal day is taken by that employee, the manager will fill in the date and reason (if one is given). The employee and manager will then initial the form for that personal day.
- M. A monetary incentive will be utilized for employee retention. During the course of the month, if the employee works each scheduled day they will receive a \$25.00 bonus for that month. The incentive is subject to; no call offs, no medical days, no tardiness of one or more minutes from the start of the shift, and no departing early from the scheduled shift. At the end of the year, should the employee have 12 months of perfect attendance according to the above standards then they will receive a \$50.00 bonus. Employees must work 30 hours per week or more to be eligible for this incentive.
- N. Personal days will be used for the following:
- 1 personal day** – Any unexcused absence (regardless of reason).
  - 1 personal day** – Missing one hour or more from your scheduled shift, when the request to leave early is not subject to completion of job duties (example: an employee arrives and says, “I have to leave early today, at 2:30 for an appointment.” A personal day will be used).
  - 1 personal day** – An employee is sent home due to policy violation (disciplinary action will be given if applicable).
  - 1 personal day** – Leaving without permission (disciplinary action will be given for violation of policy).
  - 1 personal day** – 4-7 tardiness of 8 minutes or more within one month.
  - 2 personal days** – 8-11 tardiness of 8 minutes or more within one month.
  - 3 personal days** – 12-15 tardiness of 8 minutes or more within one month.
- \*\*All values will be doubled for an employee in his/her orientation period.**

Acknowledgement – Personal Days Log;



**Creative Empowerment Opportunities**  
"Empowering People for Success"



**PERSONAL DAYS LOG**

**\*\* Attendance Control Policy must be copied on the back side of this form! \*\***

Employee Name: \_\_\_\_\_ Hire Date: \_\_\_\_\_ Current Year: \_\_\_\_\_

Personal day's	Date Used	Reason	Employee Signature	Mgt. Initials
1st			I fully understand that I have used my <u>first personal day</u> and acknowledge that I have 8 remaining days until I voluntarily resign from my position. <u>Signature:</u> _____	
2nd			I fully understand that I have used my <u>second personal day</u> and acknowledge that I have 7 remaining days until I voluntarily resign from my position. <u>Signature:</u> _____	
3rd			I fully understand that I have used my <u>third personal day</u> and acknowledge that I have 6 remaining days until I voluntarily resign from my position. <u>Signature:</u> _____	
4th			I fully understand that I have used my <u>fourth personal day</u> and acknowledge that I have 5 remaining days until I voluntarily resign from my position. <u>Signature:</u> _____	
5th			I fully understand that I have used my <u>fifth personal day</u> and acknowledge that I have 4 remaining days until I voluntarily resign from my position. <u>Signature:</u> _____	
6th			I fully understand that I have used my <u>sixth personal day</u> and acknowledge that I have 3 remaining days until I voluntarily resign from my position. <u>Signature:</u> _____	
7th			I fully understand that I have used my <u>seventh personal day</u> and acknowledge that I have 2 remaining days until I voluntarily resign from my position. <u>Signature:</u> _____	
8th			I fully understand that I have used my <u>eighth personal day</u> and acknowledge that I have 1 remaining day until I voluntarily resign from my position. <u>Signature:</u> _____	
9th			I fully understand that I have used my <u>final (ninth) personal day</u> and acknowledge that I have voluntarily resigned from my position. <u>Signature:</u> _____	

I \_\_\_\_\_, have read and understand Creative Empowerment Opportunities Policy #404 Attendance/Tardiness Control. I understand that if I utilize 9 personal days (see policy other side), I will voluntarily resign from my employment with Creative Empowerment Opportunities due to lack of availability to work.

\_\_\_\_\_  
Employee Signature Date

\_\_\_\_\_  
Management Signature Date

**405 MILEAGE**

There may be times when employees are asked to use their personal vehicles to transport Persons Served or attend meetings. When this occurs, the employee must fill out a Personal Vehicle Mileage Sheet so that they may be reimbursed for their mileage. Mileage recorded must be accurate and the mileage sheet must be signed by the employee and his/her manager and turned in by the end of the current pay period. Please remember that the mileage sheet is a legal document and failure to record mileage accurately may result in disciplinary action up to and including termination of employment. The employee's personal vehicle will be inspected by a manager who will complete a checklist for safety purposes. The employee must also provide current vehicle insurance prior to using their vehicle on company time. Please see your manager for instruction on filling out required forms.

**406 EXPENSE REPORTS**

Creative Empowerment Opportunities will reimburse approved expenses only when submitted by a written expense report explaining the business purpose or benefits to the employer. The following additional criteria must be met:

1. Expenses must be approved in writing by the Executive Director. Expense Reports submitted without the signature of the Executive Director will not be processed.
2. Expenses must be reasonable and reflect Creative Empowerment Opportunities efforts to be cost-

Conscious.

3. Expenses must be reported on the standard Expense Report found in the Forms Book and must be supported by original receipts.
4. The expense report detail section must carry sufficient explanation to indicate the business nature of all expenditures.
5. All expenses should be reported on a current basis. Expense reports are to be filed monthly.
6. Any expenses for travel, meals or in amounts over \$25 must be pre-approved by the Executive Director.

## **501 SAFETY**

Creative Empowerment Opportunities is a drug-free, weapons-free workplace. Bringing illegal drugs or weapons on to Creative Empowerment Opportunities properties is cause for immediate termination, and may be cause for legal action.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate management. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, when appropriate, in order to remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

To provide a safe and healthful work environment for Persons Served, employees, customers, and visitors, Creative Empowerment Opportunities has established a work place safety program. This program is a top priority for Creative Empowerment Opportunities. The Executive Director or appointee has the responsibility for implementing, administering, monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

Creative Empowerment Opportunities provides information to employees about work place safety and health issues through regular internal communication channels such as staff meetings, bulletin board posting, memos, or other written communications.

Employees and management receive periodic work place safety training. These training covers potential safety hazards, health hazards, safe work practices and procedures to eliminate or minimize hazards. All employees will receive training upon hire and annually in Infection Control and Universal Precautions to ensure procedures are followed in the workplace.

Each employee must complete the lifting portion of the employee orientation. Each employee is responsible to stretch before lifting or toileting, and is responsible for using safe lifting techniques to prevent injury.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the work place are encouraged to raise them with management, or bring them to the attention of the Executive Director. Reports and concerns about work place safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify management. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

All employees are expected to practice excellent Universal Precautions when working. Training is provided upon hire and annually. All humans have the potential to be carriers of various diseases, which are easily transmitted when poor hygiene is practiced. We urge you to become aware of the safety procedures necessary to avoid either contracting or spreading disease. In the event of an epidemic or pandemic crisis Creative Empowerment Opportunities will follow all guidelines issued per the Center for Disease Control

and/or the governing authority. If you have special medical risks or problems yourself, you must educate yourself to deal with the special risks at work.—It is not the responsibility of Creative Empowerment Opportunities to automatically transfer employees or relieve them of their duties for the person’s care based on the medical risks of the Person Served.

The primary responsibility of Creative Empowerment Opportunities is the care and protection of Persons Served.

We make every effort to provide adequate training and information for the employees, and we urge employees to make every effort to practice good safety measures and Universal Precautions.

## **502 WORK SCHEDULES**

The normal work schedule for all full-time employees is 30 to 40 hours per week. The normal work schedule for all regular part-time employees is less than 30 hours a week.

Management will advise employees of the times their work days will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Flextime scheduling is available in some cases to allow employees to vary their starting and ending times each day within established limits. Employees should consult with management for the details of this program.

## **503 EMPLOYER PHONE AND MAIL SYSTEMS**

Use of telephones or company cell phones for personal outgoing or incoming calls, including local calls, is not permitted without management’s permission. Employees may be required to reimburse Creative Empowerment Opportunities for any charges resulting from their personal use of the phone. If an employee receives a personal phone call, the caller will be informed that the employee is unavailable and a message will be taken.

To ensure effective telephone communications, employees should always use the approved greeting (“i.e. Good Afternoon, Creative Empowerment Opportunities *state your name*, speaking. How can I help you?”) Always speak in a courteous and professional manner. Information received from the caller should be confirmed and the employee should hang up only after the caller has done so. A log book of calls will be maintained with the date, time and a brief statement of the reason for the call.

Management personnel must have the ability to contact employees when out of the buildings. Creative Empowerment Opportunities has several cell phones to be used in the event the employee does not wish to utilize their personal cell phone or does not own one. Your manager will assign a cell phone to you when you leave for a transport or a community site. You must complete a Community Procedure Checklist with time out, lunch, and return time; you must sign this form as well as management personal prior to departure for the day’s activity. Cell phones must be signed out using the appropriate form and document the number for the phone, or if using a personal phone, you must document your number on the form. Upon return the company phone will be turned back in to the appropriate location. Utilization of a personal cell phone is not permissible during work duties or in operation of a personal or company vehicle without management’s permission. In the event you find it necessary to contact your manager during transportation, or if management is attempting to contact you, you must pull over to a safe parking area to receive/make the call.

Personal cell phones may never be used to take pictures of a Person Served. This is a violation of HIPAA Privacy Practices and Recipient Rights. Any violation may result in termination of employment.

The mail system is reserved for business purposes only. Employees should refrain from sending or receiving personal mail at the work place.

Acknowledgement – 503 Employee Phone & Mail Systems;



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**EMPLOYEE HANDBOOK: 503 EMPLOYER  
PHONE AND MAIL SYSTEMS  
ACKNOWLEDGEMENT**

- I. I \_\_\_\_\_, understand and agree to follow the guidelines set forth by Creative Empowerment Opportunities pertaining to cell phone usage as described in policy #503.
- II. I agree to sign-out and sign-in the assigned cell phone for daily operational usage within the constraints of Creative Empowerment Opportunities business.
- III. I agree to use the cell phone strictly for company business, and will only use it in a safe manner.
- IV. I will not use the cell while operating a vehicle. I will pull over to a safe area and return and or make the call.
- V. I will accept full responsibility for the cellular telephone while it is in my care and signed-out to me.
- VI. I will report any malfunction or damage immediately management.
- VII. I will not utilize my personal cell phone during working hours, without prior authorization from management.
- VIII. I understand that I cannot use the cell phone to take pictures of or recording of the Persons Served in my care. I acknowledge that this is a HIPAA violation and is a Recipient Rights violation.
- IX. I understand that the cell phone system has been put into place at Creative Empowerment Opportunities to promote and provide safe and quality service for the Persons Served.
- X. I will adhere to the policies regarding usage of all communication devices while employed for Creative Empowerment Opportunities. Any violation of this policy on my behalf will result in disciplinary action up to and including termination of employment and may result in Recipient Rights substantiation.

\_\_\_\_\_  
Employee Name (Printed) Date

\_\_\_\_\_  
Employee Signature Date

Revised 7/2021, 11/10, 9/15 SLR-Staff Policy 503 Employer Phone and Mail System (Acknowledgement)  
Creative Empowerment Opportunities Inc. DBA Creative Empowerment Opportunities, a Michigan non-profit service corporation and an equal opportunity at-will employer.



**504 USE OF E-MAIL, VOICE MAIL, INTERNET, FAX TRANSMITTAL, CELL PHONES & SOCIAL MEDIA**

- 1. E-Mail/Voice Mail/Fax Transmittal:
  - a. The communication of trade secrets and/or proprietary confidential information via voice mail or e-mail is prohibited. Employees are reminded that they must treat this information at all times in a secure manner and must not deviate from that obligation by communicating it via e-mail or voice mail.
  - b. Employees should have no expectation of privacy in e-mail or voice mail communications, whether to management, co-workers, or others. Even if e-mail is deleted from Creative Empowerment Opportunities screens, it is not deleted from the system, and even if employees have private code words for e-mail access, their e-mail is not private, since their messages still can be accessed.
  - c. E-mail messages are the equivalent of business memorandums and should therefore be used cautiously with words and messages prudently selected. An employee should not commit to e-mail what he or she should not readily commit to a business memo. The policy also includes e-mail retention and deletion policies that include archiving e-mails or purging them at stated intervals. Employees having authority to E-mail the funding agencies regarding a person served must ensure to use secure email. Regular un-secure email is not permitted when referring to a person’s served name, case number, medical information etc.

- d. When faxing information to a stakeholder, employees must ensure the recipient is correct and has access to the information being faxed.
  - e. Employees are reminded that e-mail or voice mail may not be used to defame persons or to convey messages or images that would violate Creative Empowerment Opportunities policy that strictly prohibits discrimination and harassment of any kind, including sexual harassment.
  - f. The solicitation of employees or distribution of information not related to the company's business is prohibited. Employees are reminded that misuse of e-mail or voice mail may result in disciplinary action, including discharge from employment.
  - g. All e-mail and voice mail is the property of Creative Empowerment Opportunities and Creative Empowerment Opportunities reserves the right to access and/or monitor such communication at its sole discretion.
  - h. E-mail and voice mail may not be used for personal purposes or gain but is to be employed strictly as a business information tool. Employees may be required to acknowledge in writing that they have received the e-mail/computer policy.
  - i. Creative Empowerment Opportunities reserves the right to determine, at Creative Empowerment Opportunities sole discretion, what constitutes permissible use of e-mail in the event of a dispute.
2. Cell Phones, iPads, tablets etc.:
- The use of personal electronic devices such as cell phones, ear buds, wireless headphones (Air Pods, etc.), Bluetooth headsets, iPads, tablets etc. is prohibited while on company time. Additionally, pictures of a Person Served must not be taken with an electronic device at any time. This is a HIPAA violation and is against the Person Served rights. A violation may result in disciplinary action, including discharge from employment.
3. Internet:
- Internet access is provided for company business use only. Internet users have a responsibility to use the Internet appropriately in conducting the business of the company. Misuse of the Internet can result in disciplinary action, including termination. Some examples of behavior that could result in disciplinary action are:
- Illegally downloading electronic files, including those that may be copyrighted
  - Downloading, transmission and/or possession of pornographic, profane or sexually explicit materials
  - Sending threatening messages/files
  - Sending racial, ethnic, religious, sexually harassing or offensive messages/files
  - Posting negative comments about Creative Empowerment Opportunities
  - Sending chain letters through e-mail
  - Attempting to access any computer system without proper authorization
  - Sending or posting proprietary or company confidential information
  - Using company time or resources for personal gain
4. Social Media:
- a. As an employee of Creative Empowerment Opportunities, it is your responsibility to know and adhere to the Code of Conduct set forth in the Employee Handbook. Social media is monitored and discussing Creative Empowerment Opportunities on social media is discouraged.
  - b. Creative Empowerment Opportunities respects the legal rights of our employees, and this policy is not intended to nor will it be applied to limit those rights. Activities inside or outside of work that affect the employer's interests in confidential or proprietary information, our partners and competitors, or the privacy, comfort and safety of persons served and employees is the proper focus for this policy. What an employee writes online can be read by anyone, and to the extent that an employee's personal behavior negatively impacts the employer's interests,

the employer has the right to take disciplinary action against the employee up to and including termination.

- c. Posting anything on any form of social media is permanent. Be responsible, respectful and use your best judgment when referring to any aspect of your employment or past employment with Creative Empowerment Opportunities. You are responsible for all of the content you publish on social media forums.
- d. If you choose to post information regarding your employment or past employment, you must disclose that the information and/or views you are expressing is solely yours and not those of Creative Empowerment Opportunities.
- e. Employees must comply with all securities regulations and other laws. Employees must comply with HIPAA regulations and employer confidentiality procedures.
- f. It is never acceptable to post information regarding a Person Served, including pictures of a Person Served receiving services from Creative Empowerment Opportunities. If you violate this policy, you may be subject to disciplinary action up to and including termination of employment and Recipient Rights will be contacted and will be forwarded all information regarding the violation of a Person Served rights.
- g. Any social media use that violates the employer's discrimination or harassment policies is strictly prohibited. This includes comments and images that are vulgar, obscene, defaming, threatening, intimidating, or harassing, or comments or images that in any way target someone on the basis of age, race, religion, sex, ethnicity, nationality, disability, pregnancy or other protected classes, status, or characteristic. Show proper consideration for others' privacy and for topics that may be considered objectionable or inflammatory such as politics and religion.
- h. It is never acceptable to post any proprietary information of Creative Empowerment Opportunities. The commercial use of any of Creative Empowerment Opportunities protected intellectual property, including trademarks, logos, and photographs on social media forums without permission are strictly prohibited. If you violate this policy, you may be subject to disciplinary action up to and including termination of employment.
- i. Harassing or unreasonably pressuring other employees to connect with you via social media is strictly prohibited.
- j. Creative Empowerment Opportunities may observe content and information made available by employees through social media.
- k. Accessing Social Media during working hours is strictly prohibited and may result in disciplinary action up to and including termination of employment. The Office of Recipient Rights will also be contacted with your information and the Persons' in your care that you have neglectfully disengaged.
- l. Subject to applicable law, after-hours online activity that violates Creative Empowerment Opportunities Code of Conduct and policies may be subject to disciplinary action up to and including termination of employment.
- m. As an employee of Creative Empowerment Opportunities, you have acknowledged that you will adhere to all company policies and procedures. Remember, it is your responsibility to disclose any information regarding a Person Served that has been posted on social media to management immediately. Failure to do so may result in a Recipient Rights violation against you as well as disciplinary action up to and including termination of employment.
- n. Duty to Report. All employees have a responsibility to immediately report to their supervisors any violation of this social media policy.
- o. No Retaliation. The employer prohibits taking negative action against any employee for reporting a possible violation of the social media policy or for cooperating in an investigation. Any employee who retaliates against another for reporting a violation or for cooperating in an investigation will be subject to disciplinary action.

**505 BREAKS**

- A. Employees may request a break after they have worked 2 hours or more. One fifteen-minute break may be granted for those employees working a shift of 2-4 hours in duration. Two breaks of fifteen minutes may be granted for those employees working more than four hours.
- B. Program Managers may grant breaks for one person at a time if staffing ratios are being met. Employees must punch out for this break and it will be unpaid. Failure of an employee to return promptly to his/her designated job will be considered leaving the job without notice. If the employee fails to punch back in after their break, it will automatically be considered a 15-minute break.
- C. All employees/persons served must smoke/vape in designated areas while on Creative Empowerment Opportunities property.

Facility	Employees, Guests, and Person's Served
Clinton Twp.	Parking lot North of entrance near shed
Mt. Clemens	Garden area
Anchorville	Covered Picnic Table area, away from entrance
Westland	Second door, North side of building
Washington	End of parking lot, other side of fence
Pontiac	South side of the building 50 feet from gym doors

- D. Employees may not smoke and/or vape while in the community with Persons Served as it is not professional and smoking presents a health risk to Persons Served, employees and the general public. If a Direct Supports Professional will be at a community setting for more than four hours, the employee may inquire about accommodations available ensuring proper ratio is maintained. Accommodations will not be made for smokers/vapor's in the community less than four hours.
- E. Employees are not to smoke/vape while assisting Person's served entering or exiting a vehicle, or during main arrival and departure times of Person's Served.
- F. Employee smoking/vaping breaks are not to be taken during Persons Served break or lunch times.
- G. Only one employee is allowed to smoke/vape at any given time.
- H. Employees must adhere to the above policies and remain 50 ft. away from the entrance, outside of the facility.
- I. Persons Served who are non-smokers should not be in the smoking/vaping area while staff or others are smoking/vaping.
- J. Smokers should discard of cigarette butts in proper receptacles, and should not litter them on the ground.

**506 OVERTIME**

When operating requirements or other needs cannot be met during regular working hours, employees will be given the opportunity to volunteer for overtime work assignments. All overtime work must receive management's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all nonexempt employees in accordance with federal and state laws at the following rate(s):

**One and one-half times straight-time rate for all hours over 40 in a 7-day work period.**

As required by law, overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.



Failure to work scheduled overtime or overtime worked without prior authorization from management may result in disciplinary action, up to and including possible termination of employment.

Because overtime is very costly, all efforts will be made to prevent it. If the employee has to stay late or come in early to provide for proper treatment of Person's Served, management must be notified immediately so that arrangements can be made to avoid overtime if at all possible. Arrangements will be made to modify the employee's work schedule to compensate for any hours worked in that pay period.

### **507 USE OF EQUIPMENT AND VEHICLES**

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using Creative Empowerment Opportunities property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the management in writing on a Work Order/Materials Request if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Management can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

### **508 TRANSPORTING PERSONS SERVED**

It is the policy of Creative Empowerment Opportunities that all employees and drivers, when using Creative Empowerment Opportunities vehicles, or when using their own vehicle to conduct business for Creative Empowerment Opportunities, shall have a valid Michigan operator's license or chauffeur's license as required by law. Be insurable under Creative Empowerment Opportunities automobile insurance policy, or when using their personal vehicle; have proper, adequate automobile insurance and current registration on file. Employees using their own vehicle for business will adhere to the same policies and procedures described in this policy. The employee and his/her manager will also complete a monthly inspection of the employee vehicle and fill out a Personal Vehicle Inspection form that will be placed in the employee's file. All employees and drivers will always follow Michigan MVR guidelines and meet other criteria defined below.

Employee is defined to mean any individual who may be required to transport a Person Served in an employer's vehicle, including emergency situations, or who uses their own vehicle to conduct business for Creative Empowerment Opportunities. An employee whose driving record reveals any a violation of Employee Handbook: 211 Motor Vehicle Record Guidelines which deems them unacceptable to drive; will not be permitted to drive employer vehicles or use their own vehicles to conduct business for Creative Empowerment Opportunities. Employee's must agree to advise Creative Empowerment Opportunities of any traffic tickets or other citations involving an automobile in which the employee is found to be responsible, at fault, or guilty during working hours or on personal time.

Failure of for the employee to notify management at the beginning of their next scheduled shift of any at fault traffic tickets will result in disciplinary action up to and including termination of employment. Motor vehicle driving records will remain as part of the personnel file. Employees have the right to see this record and should see management if they wish to see their record. Employees also have the right to contest a record by writing an explanation or rebuttal and placing it in their file.

An employee who becomes incompetent to drive or is inflicted with a mental or physical infirmity will not be permitted to drive Creative Empowerment Opportunities vehicles, provided such disability

constitutes a threat to public safety. Evaluations of competency or ability will be determined by appropriate medical opinion.

Employees not categorized above will be permitted to operate Creative Empowerment Opportunities vehicles, or use their own vehicle, and will be required to sign the Acknowledgement of compliance with Employee Handbook: 211 Motor Vehicle Guidelines and 508 Transporting Persons Served.

During the employee's orientation period, any at-fault vehicle accidents will result in termination of employment. If the accident is not the fault of the employee according to the Police Report and the drug test is negative per company policy, the employee may maintain their employment status.

Creative Empowerment Opportunities reserves the rights to modify, add or delete from this policy as determined solely by Creative Empowerment Opportunities.

### **Guidelines when Transporting**

Staff will follow the written guidelines in the Person's Served Plans of Service pertaining to transporting as well as the policies written by Creative Empowerment Opportunities.

- A. All Person's Served and staff MUST wear seatbelts at all times. A seatbelt extender will be provided for larger persons for a more comfortable fit. In the event that a Person Served refuses to wear a seat belt, an Incident Report must be written.
- B. It is the responsibility of the driver to ensure the weight of the passengers in the van is equally distributed throughout the vehicle for safety measures. When there are two staff members riding in the van, one staff must sit in the back and position themselves nearest to the door. Doors will remain locked during transit. In the event the person served being transported requires an enhanced staff person with them, the staff member must remain within arm's reach of the person served in their care and always follow the Person's Served Plan of Service.
- C. All drivers must check Transportation Profiles for transportation guidance/safety concerns for persons served before providing primary or secondary transportation.
- D. For safety purposes and to avoid choking hazards, staff will encourage Person's Served to voluntarily place their lunches in a designated area at the front or far rear of the van. Staff will follow guidelines in the Person's Served Plan of Service regarding dietary requirements.
- E. When transporting Person's Served home, Home Placement staff or a responsible adult is required to come out to the vehicle and sign the "Person Served Drop Off" section of the Vehicle Mileage Log then escort the person served into the home. If a person served may be dropped off without staff and/or responsible adult present, it must be written into the Person's Served Plan of Service that they may be dropped off and left alone. CEO driver's will ensure the person served has safely made it into their home before departing. In the event a CEO driver drops a person served off at home without supervision requirement indicated per their IPOS, this will be considered a violation of the persons served Recipient Rights and will be subject to disciplinary action up to/including termination. The staff must also undergo a drug screening due to the violation of recipient rights.
- C. Staff will wait 5 minutes when picking up Person's Served from homes. Do not blow the horn to let the person served know that you have arrived if you are in a residential area. Staff must be courteous to those that live nearby the Person's Served. If Person's Served or caregivers have not made contact within 5 minutes, staff will then either use the cell phone that has been assigned to them or their personal cell phone to call the Person Served and let them know their ride is waiting or contact the office and management

personnel will contact the home. Management will give the okay to continue to the next site.

- F. When picking up or dropping off the Person's Served, staff will use the person's served driveway only. Do not back into a neighbors drive etc. Staff should always be courteous and avoid driving on any surface that is not normally used as a driveway.
- G. Staff should always be aware of the condition of the driveway and the roads they are driving on. If it appears too muddy, and or icy, then do not attempt to use the road or driveway and immediately pull over to a safe location and contact their Program Manager.
- H. Driver(s) approaching and passing a stationary authorized emergency vehicle, a solid waste collection vehicle, a utility service vehicle, or a road maintenance vehicle giving a visual signal with flashing, rotating, or oscillating lights will reduce speed by at least 10 mph below posted speed limit when on a roadway with at least two adjacent lanes proceeding in the same direction as the stationary vehicle. The driver shall proceed with caution and yield the right-of-way by moving to a lane that is at least one moving lane or two vehicle widths apart from the stationary emergency vehicle, unless directed otherwise by a police officer. If yielding the right-of-way is not possible due to weather, pedestrians, etc. the driver will proceed with caution and reduce speed by at least 10 mph below the posted speed limit.
- I. In the event the transport is running 15 minutes or more behind schedule, staff will pull over to a safe location and call to inform their Program Manager so appropriate calls may be made.
- J. When transporting persons served with wheelchairs, it is the responsibility of the driver to ensure all wheelchairs are properly and securely tied down with wheelchair lap belts secure.  
If the person served has a lap tray, it will be removed and securely placed in the van during transport. Two staff members will conduct safety checks on each wheelchair to ensure it is properly tied down. The staff will then complete and sign the Wheelchair Safety Checklist; this check will be done by two staff members prior to departing the Community Empowerment Center, the Persons Served home or any community activity. In the event person's served wheelchair is in disrepair, staff will not transport them and must immediately notify management of the situation.
- K. When dropping off persons served at a facility, or if a person served requires assistance in/out of the van. Staff is to call the program and ask for additional staff support to come out to the van and escort the persons served safely inside the facility so that the driver may assist the person served in need from the van.
- L. Upon arrival to the facility the driver must ensure that all persons served have exited the vehicle prior to entering the facility. This duty cannot be delegated to another employee unless approved by management. The driver should always be the last individual to enter the building after a thorough inspection of the vehicle has been done to verify that all persons served have exited the van.
- M. Any damage or issues with the vehicle must be reported in writing on a Work Order/Materials Request and given to the Program Manager immediately upon return.
- N. Any changes in routes or time must have prior approval of management. Staff will NOT conduct any personal business while on transport (before, during, or after). Staff will NOT pick up unauthorized Persons Served for services. Failure to follow policy may result in disciplinary action up to/including termination.
- O. If a Person Served exhibits aggressive behavior upon arrival to their home or prior to departing at the end of the day, staff will not transport to ensure safety to everyone. Management will be immediately notified.

- P. Employees will NOT eat, drink, smoke or use earphones, ear buds or utilize cell phone (unless if emergency) in the van at any time. Failure to adhere to this rule will result in disciplinary action up to and including termination of employment.

### **Vehicle Breakdown/Accident:**

- A. All accidents involving vehicles must be immediately reported to police and management. If Person's Served are involved, then an Incident Report will also be written and all the necessary stakeholders will be notified.
- B. In the event of a vehicle accident, the following steps should be taken;
1. Remain Calm!
  2. Pull the vehicle to a safe location if possible and activate emergency flashers, signs, and/or triangles as necessary to ensure safety.
  3. Give immediate aid as required, call 911 if necessary, and monitor all Persons Served.
  4. Notify the appropriate law enforcement and emergency agencies.
  5. Locate the registration and insurance certificates and have them available upon request.
  6. Inform management of the situation. Management will make all appropriate notification.
  7. A Vehicle Accident/Property Damage Report is to be completed.
  8. An OSHA Form 301 Injury and Illness Incident Report is to be completed if necessary.
  9. An Incident Report must be completed for each Person Served in the vehicle.
  10. A police officer's business card, with the Accident Report number must be obtained.
  11. Management will make notification to the home, Support Coordinator, and the Office of Recipient Rights.
  12. In the event a problem is experienced prior to or during transport:
    - a. Report the problem to the appropriate manager, in order that all affected parties' may be notified.
    - b. The manager will take all steps necessary to come to a satisfactory resolution for all concerned.
    - c. The vehicle will not be used if it is not considered safe to drive and a replacement will be made.
  13. If a problem either mechanical or behavioral is experienced during transport, the following steps should be taken:
    - a. Pull the vehicle over to a safe location and activate the emergency flashers, signs, and/or triangles as necessary to ensure safety. Inform Management of the situation. The manager will make all appropriate notification and arrange for resolution of the situation.
    - b. Keep Person's Served calm; do not exit the vehicle unless the situation becomes unsafe. Upon return to the building, staff must complete all necessary documentation.

### **Drivers Code of Ethics:**

A Driver's Code of Ethics has been developed to ensure that Creative Empowerment Opportunities employees are provided with and adhere to consistent standards of behavior expected of everyone who provides both primary and/or secondary transportation.

What is Primary Transportation? Primary transportation is picking up and dropping off persons served at their home.

What is Secondary Transportation? Secondary transportation is the transportation that is provided throughout the day to take persons served into their greater community.

Creative Empowerment Opportunities Drivers Code of Ethics applies to all CEO employees who operate a motor vehicle during working hours and passenger DSP's, at any level, at all program locations. We are all responsible for meeting the expectations of the ethical framework provided in this code of ethics.

I will familiarize myself and comply with agency policies and procedures, more specifically **Policy #211 Motor Vehicle Record Guidelines, Policy #507 Use of Equipment and Vehicles & Policy #508 Transporting Persons Served located in the Employee Handbook**. I further agree that I am responsible for making inquiries if I am unsure about what actions to take.

1. I will prepare for each trip whether it be primary or secondary transportation by ensuring that I have the proper items such as the Vehicle Emergency Kit, data collection manuals, need to know cards, Vehicle Manual, Procedure Checklists, medications, etc.
2. I will not make any changes in routes or time without prior approval of management.
3. I will NOT conduct any personal business while on transport (before, during, or after).
4. I will conduct myself with **Integrity and in a Professional Manner** when interacting with persons served and stakeholders during transportation. I am aware that Creative Empowerment Opportunities reputation can be affected by my actions at work and, in certain circumstances, by my conduct outside the workplace. I further recognize that I must:
  - Treat persons served, stakeholders, etc. fairly, consistently and with respect;
  - Behave in a lawful, professional, and reasonable manner and always act in the best interest of persons served safety and well-being;
  - Must comply with all policies and procedures.
  - Must understand the duties, responsibilities, and accountabilities of my role, and perform these safely, honestly, courteously and fairly;
  - Present myself in a professional manner, including wearing their ID and following the personal appearance policy.
5. I will perform a **Daily Safety Inspection** before driving. Inspections should include all items on the Vehicle Daily Checklist, including lights, tires, seat belts, washer fluid, wipers, etc. as malfunction of these items may cause dangerous accidents.
6. I will ensure **Appropriate Loading and Unloading** procedures are followed including:
  - Ensure that seatbelts are fastened. In the event a person served will not wear a seatbelt, I agree to notify my Program Manager and/or Supervisor immediately.
  - Ensure that weight within the van is distributed evenly over the axles.
  - I will ensure that all lunch boxes and activity supplies are securely stored either in the far rear of the van or in front with the driver for safety purposes.
  - Vehicle Emergency kits are to remain securely placed at the rear of the van (behind the last row of seats) when not in use.
  - Ensure that persons served are signed for on the Vehicle Mileage Log by their receiving caregiver when performing afternoon primary transportation.
  - Upon arrival to the facility the I will ensure that all Person's Served s have exited the vehicle prior to entering the facility. I will ensure that I am always the last individual to enter the building after a thorough inspection of the vehicle has been done to verify that all Person's Served have exited the van.
  - When transporting persons with wheelchairs, it is my responsibility as the driver to ensure all wheelchairs are properly and securely tied down with wheelchair lap belts secure. If the Person Served has a lap tray, it will be removed and securely placed in the van during transport. In the event Person's Served wheelchair is in disrepair, I will not transport them and will immediately notify management of the situation.

7. When ***Picking Up or Dropping off the Person's Served***, I will use the Person Served driveway only. I will not back into a neighbors drive etc. I will always be courteous and avoid driving on any surface that is not normally used as a driveway.
8. I will ***Always Be Aware of the Condition of the Driveway***. If it appears too muddy, and or icy, I will not attempt to use the driveway. I will immediately pull over to a safe location and contact the Program Manager.
9. I will practice ***Defensive Driving*** to adjust with all the conditions such as distracted drivers, sudden road accidents, construction, weather related hazardous conditions, etc. Defensive driving procedures include:
  - Actively look ahead for work zones and traffic issues which can be a distance of 15 seconds.
  - Check mirrors on a regular basis, after 10 seconds to check vehicles that are coming from behind.
  - Be mindful of weather and road conditions and adjust trip, transportation times, as needed.
  - Respect ALL traffic laws and other drivers who share the road.
  - Do not attempt to enter the flow of traffic via crossing more than one lane of traffic at a time.
  - NEVER cross more than one lane of traffic at a time.
  - Properly utilize the three points of driving. These three points are your two hands and one foot or two feet and one hand. Always keep these points in contact with the equipment to drive your vehicle safely.
10. I will not engage in ***Distracted Driving***. Common causes of distracted driving include:
  - The use of tech gadgets which include mobile devices and other electronic devices. I will pull over to a safe area (out of the flow of traffic) and park the vehicle before using their phone, tablet, GPS, etc.
  - Eating and drinking while driving.
  - Texting while driving.
11. I will Leave ***Sufficient Space for Safe Stopping***. This includes:
  - I will ensure that I have enough stopping distance between my vehicle and any motor vehicles in front of me while driving.
  - I will be more attentive and apply common sense and experience to reduce crashes.
  - I will utilize turn signals when braking if making a turn.
12. I will ***Be Observant of School and Work Zones Safety Recommendations*** which includes:
  - Following all school, work, and construction zone signs carefully.
  - I will watch for and react safely to sudden stops, lane shifts, confused vehicles, moving workers and other hazardous situations that pose as driving hazards.
13. I will ***Follow All Traffic Safety Laws***:
  - I recognize that local laws may change from area to area (speed limits, lane passing, etc.).
  - I will operate the vehicle within the speed limit that is recommended by local laws.
  - I will adjust the speed in different driving conditions.
  - I will follow all traffic laws as they are posted (no passing, no right turn, no turn on red, etc.)
  - I will ensure that myself and passengers safely and correctly wear seat belts per manufacturer's instructions to save persons served and staff from crashes and reduces the risk of injuries.
14. I will ***Yield to All Emergency Vehicles***, etc.
  - When approaching and passing a stationary authorized emergency vehicle, a solid waste collection vehicle, a utility service vehicle, or a road maintenance vehicle giving a visual signal with flashing, rotating, or oscillating lights will reduce speed by at least 10 mph

below posted speed limit when on a roadway with at least two adjacent lanes proceeding in the same direction as the stationary vehicle. The driver shall proceed with caution and yield the right-of-way by moving to a lane that is at least one moving lane or two vehicle widths apart from the stationary emergency vehicle, unless directed otherwise by a police officer. If yielding the right-of-way is not possible due to weather, pedestrians, etc. the driver will proceed with caution and reduce speed by at least 10 mph below the posted speed limit.

- 15.** I will *Report Any Damage or Issues* with the vehicle in writing on a Work Order/Materials Request and give to my Program manager immediately upon return.

Creative Empowerment Opportunities is dedicated to providing an adequate understanding of the Drivers Code of Ethics through appropriate training and access to current policies and procedures.

Notification of any changes to these policies and procedures which may impact employees who provide transportation as well as provide them with venues to raise concerns in relation to

Breaches of this Code of Ethics, or any unsafe driving practice during working hours should be immediately reported to the Program Manager/Supervisor, which will be managed in accordance with procedural fairness and abiding by the Whistleblowers Act.

## **509 EMERGENCY CLOSINGS**

At times, emergencies such as severe weather, fire, power failure, or earthquake, can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility.

When operations are officially closed due to emergency conditions, the time off from scheduled work will be unpaid. However, with management's approval, employees may use available paid leave time, such as unused vacation benefits. Employees in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, employees who work will receive regular pay.

## **601 MATERNITY-RELATED ABSENCES**

Creative Empowerment Opportunities will not discriminate against any employee who requests an excused absence for medical disabilities associated with a pregnancy or family leave associated with the birth of a child. Such leave requests will be made and evaluated in accordance with the Family Medical Leave Act (Hereinafter referred to as FMLA) policy provisions outlined in this handbook and in accordance with all applicable federal and state laws.

Requests for time off associated with pregnancy and/or childbirth (apart from medical disabilities associated with these conditions) will be considered in the same manner as any other request for an unpaid personal leave.

## **602 MEDICAL EVALUATIONS**

Creative Empowerment Opportunities reserves the right at any time to require the employee to submit to a medical examination verifying that the employee is physically and emotionally capable of performing the employee's job responsibilities from a physician selected by Creative Empowerment Opportunities at Creative Empowerment Opportunities expense. Creative Empowerment Opportunities also reserves the right as its sole discretion and expense to require an employee who is presently working, and is not on any leave of absence, to provide a physician's statement verifying that the employee is physically and emotionally capable of performing the employee's job responsibilities.

## 603 FAMILY MEDICAL LEAVE ACT

The Family and Medical Leave Act (FMLA) generally apply to an employer with 50 or more employees. FMLA is generally available for family and medical leaves of up to 12 weeks provided that the employee:

- A. Has been employed with Creative Empowerment Opportunities for at least 12 months; and
- B. Has been employed for at least 1250 hours of service during the 12-month period immediately preceding the commencement of the leave, and;
- C. Is employed at a work site where 50 or more employees are employed by Creative Empowerment Opportunities within 75 miles of that work site.

Bona fide executive, administrative or professional employees who have worked for Creative Empowerment Opportunities for at least 12 months will be presumed to have worked 1250 hours during the previous 12 months. The determination of eligibility for the Family and Medical Leave Act is made at the time that the employee's leave would begin.

The following events qualify for FMLA leave:

- A. The birth of a son or daughter and to care for the newborn child;
- B. The placement with the employee of a son or daughter by adoption or foster care;
- C. The need to care for the employee's spouse, minor son, minor daughter or parent (not a parent-in-law) with a serious health condition; and
- D. A serious health condition that makes the employee unable to perform the functions of the employee's job.

For purposes of complying with this federal law, Creative Empowerment Opportunities will require an employee to work 12 months from the commencement of an FMLA leave before being eligible for additional family medical leave.

For the birth of a son or daughter of an employee and to care for the newborn child or because of the placement of a son or daughter with the employee for adoption or foster care, the employee's entitlement to family leave expires at the end of the 12-month period beginning on the date of the birth or placement.

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition, which, if left untreated, would result in a period of incapacity of more than three days, would be considered a serious health condition.

All family medical leave is generally unpaid. If the applicant for FMLA has unused, earned and accrued vacation or sick time available, Creative Empowerment Opportunities requires the employee to substitute earned and accrued vacation or sick time paid leave for family medical leave. For example, if an employee requests a three-week FMLA leave and has one week of all-purpose vacation and personal time available, the first week of the leave will be paid. The second and third week of the leave will be unpaid, and all three weeks of the leave will be considered FMLA leave. All earned and accrued all-purpose leave must be exhausted during the leave. If a husband and wife both work for the company, they may take up to a combined 12-week family leave period for the birth of a child, placement of child for adoption, or care of a parent. If the need for a leave falls under other qualifying reasons, such as the employee's own serious health condition, to care for the spouse, son, or daughter with a serious health condition or qualifying exigency arising out of the employee's spouse, son, daughter, or parent is a military member on covered active duty. A husband and wife may each have a 12-week period of leave.



The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, the hours of leave should not be counted in determining the 1,250 hours' eligibility test for an employee under FMLA.

The employee must pay for their medical insurance premium while on FMLA. Other employee benefits will be paid entirely by the employee while on leave. The Human Resource Department will contact the employee for payment arrangements. The employee's failure to pay his or her portion of any health insurance premium may result in loss of coverage while on family medical leave. Under the FMLA, Creative Empowerment Opportunities may, at its discretion, pay the employee's share of any missed premiums. Should this occur, Creative Empowerment Opportunities will recover this amount from the employee upon his or her return to work. If coverage lapses due to non-payment, restoration of all coverage and benefits will begin upon return to work. This restoration will be equivalent to that coverage that the employee would have had if leave had not been taken and the premium payment had not been missed.

Creative Empowerment Opportunities also reserves the right to recover its share of health plan premiums paid during a period of unpaid family medical leave from an employee if the employee fails to return to work after the employee's family medical leave entitlement has been exhausted or expires, unless the reason the employee does not return is due to:

- A. The continuation, reoccurrence, or onset of a serious health condition which would entitle the employee to leave under the FMLA; or
- B. Other circumstances beyond the employee's control

Upon return from family medical leave, an employee is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits pay and other terms and conditions of employment.

Key employees may not be entitled to reinstatement rights. By definition, a key employee is among the 10% highest paid employees employed by Creative Empowerment Opportunities within 75 miles of the employee's work site.

The denial of key employee restoration rights is allowed where substantial and grievous economic injury to the operations of Creative Empowerment Opportunities may result. The determination of whether a key employee status exists will be made at the time the request of family medical leave is made.

Once an employee makes a request for family medical leave, Creative Empowerment Opportunities will provide specific notice including the following:

- A. That the leave will be counted against his or her annual family medical leave entitlement.
- B. Any requirements for the employee to furnish medical certification of a serious health condition and the consequences of failing to do so.
- C. The employee's right to substitute paid leave and whether Creative Empowerment Opportunities will require the substitution of paid leave and the conditions related to any substitution.
- D. Any requirement for the employee to present a fitness for duty certificate to be restored to employment.
- E. Any requirements for the employee to make any premium payment to maintain health benefits and the arrangements for making such payments.
- F. The status as a key employee, if applicable and potential consequences that restoration may be denied following family medical leave.
- G. The employee's potential liability for payment of health insurance premiums paid by Creative
- H. Empowerment Opportunities during the employee's unpaid family medical leave if the employee fails to return to work after taking family medical leave.

- I. The employee's right to restoration to the same or an equivalent job on the return from leave.
- J. The notice may include other information such as whether Creative Empowerment Opportunities will require periodic reports of the employee's status of intent to return to work.

#### Intermittent Leave or a Reduced Work Schedule

The employee may take FMLA leave in 12 consecutive weeks or, if for a serious health condition, may use the leave intermittently or in a reduced work schedule, but only if such leave is medically necessary. The leave may not exceed a total of 12 work weeks (or 26 work weeks to care for an injured or ill service member) over a 12-month period.

The employer may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the serious health condition of the employee or the employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the employer before taking intermittent or reduced schedule leave. If this is not possible, the employee must prove that the use of the leave is medically necessary. The employer may require certification of the medical necessity as discussed in Sections IX and XI.

#### Certification of the Serious Health Condition of the Employee or the Spouse, Child or Parent of the Employee

The employer may ask for certification of the serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification may be provided by using the Medical Certification Form. Request for a medical certificate must be made in writing as part of the employer response to employee request for leave.

Certification of the serious health condition shall include the date when the condition began, its expected duration and a brief statement of treatment. For medical leave for the employee's own medical condition, the certification must also include a statement that the employee is unable to perform work of any kind or state that the employee is unable to perform the essential functions of the employee's position. For a family member who is seriously ill, the certification must include a statement that the patient, the family member, requires assistance and that the employee's presence would be beneficial or desirable.

If the employee plans to take intermittent leave, the certification must also include dates and the duration of treatment as well as a statement of medical necessity for taking intermittent leave.

The employer has the right to ask for a second opinion if it has reason to doubt the certification. The employer will pay for the employee to obtain a certification from a second doctor, which the employer will select. The employer will not regularly contract with or otherwise regularly use the services of the second doctor. If necessary to resolve a conflict between the original certification and the second opinion, the employer will require the opinion of a third doctor. The employer and the employee will mutually select the third doctor, and the employer will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

A covered family member's active duty or call to active duty in the Armed Forces.

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military

events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

The leave may commence as soon as the individual received the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave, except that the person does not have to be a minor.) This type of leave would be counted towards the employee's 12-week maximum of FMLA in a 12-month period.

Employees requesting this type of FMLA leave must provide proof of the qualifying family member's call-up or active military service before leave is granted.

To care for an injured or ill service member.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Next-of-kin is defined as the closest blood relative of the injured or recovering service member. An employee is also eligible for this type of leave when the family service member is receiving medical treatment, recuperation or therapy, even if the service member is on the temporary disability retired list.

Employees requesting this type of FMLA leave must provide certification of the family member or next-of-kin's injury, recovery or need for care. This certification is not tied to a serious health condition as for other types of FMLA leave. This is the only type of FMLA leave that may extend an employee's leave entitlement beyond 12 weeks to 26 weeks. Other types of FMLA leave are included with this type of leave totaling the 26 weeks.

An eligible employee can take up to 12 weeks (or up to 26 weeks of leave to care for an injured or ill service member) under this policy during any 12-month period. Under law\*\*, the single 12-month period for military caregiver leave begins on the first day the employee takes leave for this reason and ends 12 months later.

If a husband and wife both work for the employer and each wishes to take leave for the birth of child, adoption or placement of a child in foster care, or to care for a parent but not a parent-in-law with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for the employer and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.

\*\*The law requires that this method be utilized regardless of the 12-month period established by the employer for other FMLA leave reasons.

Documentation of the Covered Family Member's  
Active Duty or Call to Active Duty in the Armed Forces

Employees requesting this type of service member FMLA leave must provide proof of the qualifying family member's call-up or active military service. This documentation may be a copy of the military orders or other official Armed Forces communication.

Documentation of the Need for Service member  
FMLA Leave to Care for an Injured or Ill Service member

Employees requesting this type of Service member FMLA leave must provide documentation of the family member's or next-of-kin's injury, recovery, or need for care. This documentation may be a copy of the military medical information, orders for treatment, or other official Armed Forces communication pertaining to the service member's injury or illness incurred on active military duty that renders the member medically unfit to perform his or her military duties.

### **Non-FMLA Leave Policy**

A leave of absence without pay may be granted to an employee who has completed 12 consecutive months of full-time employment. A leave of absence shall not exceed 12 weeks. A minimum of 30 days' written notice is required unless medical conditions preclude the availability of such advance notice.

Non-FMLA leaves of absence may be granted for medical leaves, educational leaves, maternity/adoption leaves and personal leaves. These leaves may be granted at the sole discretion of the employer as follows:

- Medical or Maternity/Adoption Leave may be granted in the event of a serious health condition of the employee or birth or adoption of a child. A physician's certification shall be required for medical leaves.
- Educational or Personal Leave may be granted for personal reasons, return to college, student teaching, and seminars, or for any other educational purpose as approved by the employer.

The employer shall continue to pay its portion of health insurance benefits under the employer's policies for an employee ONLY during a **medical** leave or a **maternity/adoption** leave. Any co-pays and/or shared premiums by employees shall be the responsibility of the employee, and payment is due at the regularly scheduled payment date. Failure to make timely payments will result in termination of benefits. These benefits shall cease 12 weeks from the date that a medical leave or maternity/adoption leave commenced or if an employee does not return to work at that time. These benefits shall also cease if an employee is unable to work for any reason, including a work-related injury, when 12 weeks have elapsed since the last date that the employee worked for the employer.

An employee who takes a leave of absence for educational or personal purposes will be responsible for the entire expense of continued health insurance during their leave. The employer will contribute any amount for the premiums. The employee must pay the entire premium at the regularly scheduled payment date. Failure to make timely payments will result in termination of benefits.

For any employee who accepts another job or position while on a leave of absence (excluding educational leave if for teaching) his/her employment shall be terminated and all benefits will cease immediately.

***NOTE:** The above policy suggests health benefits "cease" after certain events. This language is intended to end the employer's obligation to pay for the continued participation in the health insurance plan. This policy does not negate the employer's obligations under COBRA.*

Vacation time, sick and personal time and holidays are not paid, earned or accumulated during a medical leave, educational leave, maternity/adoption leave or personal leave. Seniority is not accumulated during any of these leaves of absence.

Again, the above-referenced leaves are unpaid. Employees must substitute and exhaust all earned and accrued all-purpose leave time for all or part of the leave.

Upon return to work from a leave of absence, the employee will be reinstated to his or her former position, a comparable position for which he or she is qualified at the previous compensation level or to the next available open position for which he or she is qualified.

An employee desiring to return to work from a leave of absence shall notify the employer 30 days prior to the date that the employee desires to return to work. If 30 days' notice is not reasonable under certain circumstances, the employee shall provide as much notice as is reasonable under the circumstances.

If the employee is a person with a covered disability, the employee may request a modification of this policy as a reasonable accommodation.

It is Creative Empowerment Opportunities intent to fully comply with the Family and Medical Leave Act. The actual federal regulations will govern any questions arising under this policy. This is intended as a general summary of Creative Empowerment Opportunities compliance with FMLA.

#### **604 MILITARY LEAVE**

Creative Empowerment Opportunities will comply with its obligations under the Uniformed Services Employment and Reemployment Rights Act (USERRA) which was signed by the President on October 13, 1994. The Act applies to persons who perform duty, voluntarily or involuntarily, in the "uniformed services". These services include the Army, Navy, Marine Corps, Air Force, Coast Guard and Public Health Service Commissioned Corps, including their reserve components. Federal training or service in the Army National Guard and Air National Guard also provides rights under USERRA.

"Uniformed Services" include active duty, active duty for training, inactive duty training (such as drills), and initial active duty training, as well as absence from an employment position for an examination to determine fitness to perform any such duty. USERRA covers all employees except those serving in positions where there is "no reasonable expectations that employment will continue indefinitely or for a significant period".

The following five eligibility criteria must be met for an employee to be entitled to the rights provided under this law:

- A. The employee must have held a civilian job;
- B. The employee must have given notice to Creative Empowerment Opportunities that he or she was leaving the job for service in the uniformed services;
- C. The period of service must not have exceeded five years (see exception below);
- D. The employee must have been released from service under honorable conditions; and
- E. The employee must have been reported back to the civilian job in a timely manner or have submitted a timely application for reemployment.

USERRA establishes a five-year cumulative total on military service with a single employer, with certain exceptions allowed for call-ups during emergencies, for reserve drills and annually scheduled active duty for training, etc. USERRA also allows an employee to complete an initial period of active duty that exceeds five years, e.g., enlistees in the Navy's nuclear power program who are required to serve six years.

Pursuant to this law the following are employee time limits for returning to work, with the exception of fitness for service examinations:

- A. Less than 31 days' service: By the beginning of the first regularly scheduled work period after the end of the last calendar day of duty plus time required to return home safely. If this is impossible or unreasonable, then as soon as possible.
- B. 31 to 180 days: Application for reemployment must be submitted no later than 14 days after completion of a person's service. If this is impossible or unreasonable through no fault of the person, then as soon as possible.
- C. 181 days or more: Application for reemployment must be submitted no later than 90 days after completion of a person's military service.
- D. Service-connected injury or illness: Reporting or application deadlines are extended for up to two years for persons who are hospitalized or convalescing.

Pursuant to USERRA Creative Empowerment Opportunities provides health benefits continuation for service members and their families during military service for up to 24 months.

On your return from service, your salary will be established to give you the same status you would have enjoyed had you been working for the employer during your leave.

1. If you are in the same position when you return and the salary range has been increased, your salary will be determined by the point in the range you would have reached if you had not taken leave.
2. If you return to a more responsible job, your salary will be based on the present rates for the position and will be at least the same as the lowest paid qualified person in a similar position.

## **701 EMPLOYEE CONDUCT AND WORK RULES**

To assure orderly operations and provide the best possible work environment, Creative Empowerment Opportunities expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the work place. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment.

- A. Gossip
- B. Disruptive behavior, including any behavior that causes a reduction in employee morale
- C. Theft or inappropriate removal or possession of property
- D. Falsification of timekeeping records
- E. Working under the influence of alcohol or illegal drugs
- F. Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the work place, while on duty, or while operating employer owned vehicles or equipment
- G. Fighting or threatening violence in the work place
- H. Boisterous or disruptive activity in the work place
- I. Negligence or improper conduct leading to damage of employer owned or customer owned property
- J. Insubordination or other disrespectful conduct
- K. Violation of safety or health rules
- L. Smoking in prohibited areas
- M. Sexual or other unlawful harassment
- N. Possession of dangerous or unauthorized materials, such as explosives or firearms, in the work place
- O. Excessive absenteeism or any absence without notice
- P. Unauthorized absence from workstation during the workday
- Q. Unauthorized use of telephones, mail system, or other employer owned equipment
- R. Unauthorized or misuse of a company gas/credit card
- S. Unauthorized disclosure of business "secrets" or confidential information
- T. Violation of personnel policies
- U. Unsatisfactory performance or conduct
- V. Substantiated abuse or neglect of a Person Served
- W. Utilization of cell phones or computers for personal use
- X. Wearing a Bluetooth headset, Air Pods, earbuds, etc. while on shift.
- Y. Unprofessional conduct
- Z. Lack of work performance
- AA. Any behavior that results in a negative perception of Creative Empowerment Opportunities
- BB. Lying or falsifying information that affects Person Served or stakeholders
- CC. Inappropriate personal appearance

- DD. Unsafe operation of company vehicles or other company equipment
- EE. Failure to follow the Community Procedure Checklist
- FF. Failure to document progress notes, incident reports or any other required documentation, prior to the end of work shift
- GG. Sleeping
- HH. Failure to follow the Individuals Plan of Service
- II. Failure to follow Policy #504 Use of E-Mail, Voice Mail, Internet, Cell Phones & Social Media
- JJ. Eating, drinking, using cell phone in the van
- KK. Tampering or removal of a GPS tracking device in a company vehicle.

Employment with Creative Empowerment Opportunities is at the mutual consent of Creative Empowerment Opportunities and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

## **702 ACCEPTANCE OF GIFTS AND LOANS**

We are strongly opposed to having employees accept gifts of any kind from firms, individuals, family members or Persons Served for whom we provide care or who have a direct business relationship with us. It must be made clear that our business decisions are made entirely on the basis of merit, as accurately as can be determined. If you receive a gift or are asked to accept a gift, promptly contact management.

Employees are not permitted to borrow money from a Person Served or family members of a Person Served under any circumstances. Employees are also strictly prohibited from borrowing money from other employees.

Employees are not to commingle, borrow or pledge funds of a Person Served. Michigan law makes it a misdemeanor, with the possibility of 2 years in jail, a \$25,000.00 fine or both, if convicted.

## **703 SEXUAL AND OTHER UNLAWFUL HARASSMENT**

Harassment because of religion, race, color national origin, sex, age, height, weight, handicap, disability, genetic information, marital status or other legally protected status is unlawful discrimination and is prohibited by federal law and Creative Empowerment Opportunities. Creative Empowerment Opportunities will not tolerate any form of harassment.

For the purposes of this policy, “harassment” means unwelcome verbal communication or physical contact because of religion, race, color, national origin, sex, age, height, weight, handicap, disability, marital status or other legally protected status, which unreasonably interferes with a person’s work performance or which creates an intimidating, hostile or offensive work environment.

“Harassment” includes “sexual harassment,” which means unwelcome sexual advances, unwelcome requests for sexual favors and other unwelcome verbal or physical conduct or communication of a sexual nature when:

1. Submission to such conduct or communication is made either explicitly or implicitly a term or condition of the individual’s employment.
2. Submission to or rejection of such conduct or communication by an individual is used as a basis for employment decisions affecting such individual; or such conduct or communication has the purpose or effect of unreasonably interfering with an individual’s employment or creating an intimidating, hostile or offensive work environment.

Examples of harassment may include one or more of the following:

- Physically touching an Employee in an offensive manner.
- Making suggestive or derogatory comments or gestures about a person’s religion, race, color, national origin, age, sex, height, weight, genetic information, handicap, disability, marital status or other legally protected status.

- Displaying magazines, cartoons or jokes which are derogatory about a person's religion, race, color, national origin, age, sex, height, weight, handicap, disability, genetic information, marital status or other legally protected status.

Examples of sexual harassment may include one or more of the following;

- Repeated and unwelcome requests for dates after work
- Sending letters which make romantic suggestions
- Sexual advances or propositions or threats
- Continuing to express interest after being informed that the interest is unwelcome
- Suggestive or insulting comments or sounds, including whistling
- Commentary about an individual's body
- Display of sexually suggestive objects, pictures or letters
- Obscene gestures
- Unwanted physical contact, including touching, pinching, brushing the body, impeding or blocking movement, unwanted sexual intercourse or other unwanted sexual acts, sexual assault or battery

The above list is not meant to be exhaustive, but is included to provide examples of prohibited action.

The Employer does not condone, either explicitly or implicitly, and will not tolerate, harassment of any kind by anyone in the organization or others including clients, vendors, and independent contractors, applicants for employment or visitors to the workplace.

### **Complaint Procedure**

The Employer is responsible for fostering a workplace free from harassment, for discouraging employment related harassment and for implementing and enforcing this policy. This responsibility is continuing, whether or not complaints of harassment have been brought to the attention of the Employer.

Any person who feels that he or she has been subjected to harassment, who is aware of conduct prohibited under this policy, or who feels that he or she has been retaliated against for having brought a complaint of or having opposed harassment and/or for having participated in the complaint process is encouraged to bring the matter to the attention of the Corporate Compliance Officer.

The Employer will investigate all allegations of harassment promptly. To protect the interests of the complainant, the person complained against, witnesses, and any other person who may report an incident of harassment and all other persons affected confidentiality will be maintained to the extent practicable and appropriate under the circumstances.

The Employer will conduct a prompt, thorough and impartial investigation using the following procedures:

1. Interviewing the complainant, both at the time the complaint is initially presented and at the time the complaint is reduced to writing.
2. Interviewing all witnesses identified by the complainant and reducing their statements to writing, either by requesting that the witnesses do so or by reducing their statements to writing to be signed or otherwise acknowledged by the witnesses.
3. Reviewing any documentary or other evidence submitted by the complainant.
4. Interviewing the alleged harasser and reducing his or her statement to writing.
5. Interviewing all witnesses identified by the alleged harasser and reducing their statements to writing, either by requesting that the witnesses do so or by reducing their statements to writing to be signed or otherwise acknowledged by the witnesses.
6. Interviewing other potential witnesses who may have observed the conduct alleged or who may possess knowledge regarding the allegation under investigation and reducing their statements to writing, either by requesting that the witnesses do so or by reducing their statement to writing to be signed or otherwise acknowledged by the witnesses.



7. Reviewing any documentary or other evidence submitted by the alleged harasser.
8. Informing all witnesses including the complainant and the alleged harasser of the confidentiality of the investigation.
9. Completing a written determination of the validity of the complaint.

### **Resolving the Complaint**

#### **A. If Violation Found:**

If, as a result of an investigation, it is determined that a violation of this policy has occurred, the Employer will take prompt and appropriate remedial action to eliminate the policy violation and ensure that it does not reoccur.

Such remedial action may include:

1. Disciplinary action of the harasser up to and including termination.
2. Restoration to an individual of any employment benefits or employment status impaired as a result of the harassment or the exercise of the right to make a complaint of harassment, to oppose harassment or to participate in an investigation under this policy.
3. Removal from the employee's personnel record or other records of the Employer of any documents containing adverse or negative references to the complainant flowing from the policy violation.
4. Other appropriate measures to assure that any employee adversely affected by the filing of a complaint, participation in any complaint proceeding or opposition to harassment is restored to the position held prior to the policy violation.
5. Removal of the effects of the policy violation in the workplace, such as the removal of offensive graffiti or posters or similar objects of harassment, the elimination of unwanted physical contact or verbal communication.
6. Other appropriate measures to assure that this policy, and the Employer's commitment to enforcing this policy, is reiterated in the workplace, such as republication of the policy and in-house training relating this policy.

#### **B. If No Violation Found:**

1. If as a result of the investigation, it is determined that no violation of this policy has occurred, the Employer will:
2. Inform the complainant and the alleged harasser of the results of the investigation and the reasons for its finding of no policy violation.
3. Advise the complainant and the alleged harasser that the Employer is committed to the enforcement of this policy and will not tolerate harassment or retaliation of any sort.
4. Notwithstanding the determination that no policy violation has occurred, advise all employees that there will be no retaliation for making a complaint of harassment, opposing harassment or participating in an investigation under this policy.
5. Advise the complainant to provide additional information relating to any policy violations in the future.
6. Take appropriate measures to assure that this policy, and the Employer's commitment to enforcing this policy, is reiterated in the workplace, such as republication of the policy and in-house training relating to the policy.

#### **C. If No Determination Possible:**

If, as a result of the investigation, it is determined that there is insufficient information from which to make a determination whether a policy violation has occurred, the Employer will;

1. Inform the complainant and the alleged harasser of its finding that no determination can be made.

2. Advise the complainant and the alleged harasser that the Employer is committed to the enforcement of this policy and will not tolerate harassment of any sort.
3. Notwithstanding the determination that there is insufficient information from which to determine that a policy violation has occurred, advise all employees that there will be no retaliation for making a complaint of harassment, opposing harassment or participating in an investigation under this policy.
4. Advise the complainant to provide additional information relating to any policy violations in the future.
5. Take appropriate measures to assure that this policy, and the Employer’s commitment to
6. enforcing this policy, is reiterated in the workplace, such as republication of the policy and in-house training relating to the policy.

**704 EMPLOYEE HONESTY AND INTEGRITY**

As an employee, you were accepted by Creative Empowerment Opportunities with the fact in mind that your honesty and integrity are of the highest level. We are certain these traits will greatly increase your chances of success if you continue them through your lifetime.

**705 PERSONAL APPEARANCE**

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image Creative Empowerment Opportunities presents to Persons Served, customers and visitors.

- A. During business hours, employees are expected to present a professional appearance and to dress according to the requirements of their positions outlined below. Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work. Creative Empowerment Opportunities will refund employee's clothing that is destroyed (ripped or torn) on the job. Procedure is as follows: Receipt of replacement clothing must be submitted to management with an expense report. Amounts of reimbursements will be: pants up to \$20.00; shirts/blouses, up to \$15.00; shoes, up to \$20.00. Reimbursements will not be made for clothing that can be easily repaired, or clothing that is deemed inappropriate in this policy. Consult with management if you have questions about what constitutes appropriate attire.
- B. Requests for modification(s) to the dress code are available for persons observing seriously held religious beliefs or in need of reasonable accommodations.

Level One	Acceptable: Nametag, solid color or patterned shirts that fit appropriately and comfortably for freedom of movement. Shirts with a 2 inch sleeve, cap sleeve, CEO shirts, cold shoulder shirts, jeans, slacks, leggings only with a shirt that covers the derriere, Capri’s shorts, skirts, dresses, minimal jewelry, peek a boo shoes, one-16 gauge facial piercing, hats, CEO hats, Religious head attire (Example: Jewish Yarmulke, Muslim headscarf, Burka, etc.)	Not Acceptable: More than one facial piercing, facial piercing larger than 16 gauge, hoops, barbells, skull caps, halter tops, bathing suits, tank tops, spandex attire, scrubs, sweat pants, yoga pants, pajama pants, low rise pants, holes in clothing (including distressed jeans), clothing that allows bra straps, midriffs, hips or panties to show, spiked or stiletto heels, slippers, see through or very thin clothing, clothing advertising sex, drugs, cigarettes, violence or alcohol, any writing with the exception of CEO, any clothing that may represent or be construed as gang colors, clothing over tights that does not cover the derriere, sunglasses worn in buildings, clothing that is stained or has holes.
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Level Two	Acceptable: Nametag, same as a level one employee unless they have a tour, meeting, etc. then they must dress business casual.	Not Acceptable: Same as a level one but must also maintain natural hair color.
Level Three	Acceptable: Nametag, same as a level two employee unless they have a tour, meeting, etc. then they must dress business casual.	Not Acceptable: Same as a level two but must also maintain natural hair color.
Level Four and Up	Acceptable: Nametag, business casual. Clean, professional and appropriate.	Not Acceptable: Same as a level three but must also maintain natural hair color. Jeans.
Exceptions	Level four and up employees may wear appropriate jeans on Friday's if not scheduled for meetings or if the program has an established fundraiser one day a week for employees to wear jeans, sports team's shirts, etc. Colored highlights are permissible when in support of public awareness causes.	
Other	Employees working at supported employment sites will follow the above protocol unless they are required to wear the uniform at the request of the employment site.	
Other	Creative Empowerment Opportunities reputation can be affected by the actions of employees both at work and, in certain circumstances outside the workplace. Therefore, employees must remove their nametag at the end of their shift.	

## 706 CREATIVE EMPOWERMENT OPPORTUNITIES- PROPERTY

Employees who are given/assume possession of any Creative Empowerment Opportunities property will acknowledge the receipt of the item(s), the location of the item(s) if applicable by signing a "Property Acknowledgment". Employees are responsible for items issued to them by Creative Empowerment Opportunities or in their possession or control, such as (but not limited to) the following:

- |                         |                                    |
|-------------------------|------------------------------------|
| A. Credit cards         | H. Vehicles                        |
| B. Equipment            | I. Computer Equipment              |
| C. Keys                 | J. Cell Phone                      |
| D. Manuals              | K. Bank Accounts/Debit Cards       |
| E. Protective equipment | L. Tax Exemption Cards/Information |
| F. Tools                | M. Passwords                       |
| G. Uniforms             | N. Written materials               |

In recognition of the Federal Government's ban of the TikTok app on devices owned by its agencies, Creative Empowerment Opportunities prohibits the use of the TikTok app on company owned cell phones, tablets and/or other devices.

Employees must return all Creative Empowerment Opportunities property immediately upon request or upon termination of employment. Creative Empowerment Opportunities may take all action deemed appropriate and lawful to recover or protect its property, including but not limited to withholding the final paycheck until all items/property are returned.

## 707 CRIMINAL CONVICTIONS AND CRIMINAL CHARGES

It is the policy of Creative Empowerment Opportunities to conduct a criminal history check through the Michigan State Police and/or other police agencies where appropriate. Since this information may not be available until after an applicant has been hired and assumed responsibilities, it may be necessary to conduct a post-hire good moral character assessment that includes information found in the criminal history report.

If Creative Empowerment Opportunities substantiates that the employee provided dishonest or false answers on the job application or during pre-hire interviews, the employee will be terminated immediately.

Should a criminal history report include information that suggests the employee is inappropriate to work with vulnerable adults; Creative Empowerment Opportunities will investigate the accurateness of the criminal history report and allow the employee a reasonable amount of time to refute the contents. During the course of the investigation, Creative Empowerment Opportunities reserves the right to suspend without pay the employee until the matter is resolved to the sole satisfaction of Creative Empowerment Opportunities.

Employees who are convicted of a felony, a serious misdemeanor or any other serious crime, the nature of which implies that the employee is incapable to performing his or her job with honesty, are subject to termination. Employees, who are convicted of a crime that shows a lack of good moral character, as determined by the Michigan Legislature and/or the Michigan Mental Health Code policies on good Moral Character, are subject to termination.

An employee who is under investigation or is charged with a crime may be subject to suspension without pay or re-assignment until the investigation or charge is resolved. If the charge is not conclusively resolved in the court system, Creative Empowerment Opportunities reserves the right to determine the employee's continuation of employment with Creative Empowerment Opportunities. In addition, if the employee is determined not to be guilty but trial publicity or knowledge among co-workers is such as to create a negative atmosphere, Creative Empowerment Opportunities reserves the right to terminate the employee's employment.

## **708 RESIGNATION**

Resignation is a voluntary act initiated by the employee to terminate employment with Creative Empowerment Opportunities although advance notice is not required, Creative Empowerment Opportunities requests at least 2 weeks written resignation notice from all employees in order to be eligible for rehire.

An employee is not eligible for re-hire unless he/she gives a two week notice and works out the full two weeks.

Each employee, upon termination or resignation, shall engage in an exit interview. At the time of this interview, the employee may be asked to fill out an exit interview form. He/she will also be required to return all company property presently in his or her possession, including, but not limited to, keys, gasoline cards, etc. (see section 707).

## **709 DRUG & ALCOHOL USE/SUBSTANCE SCREENING**

Creative Empowerment Opportunities is committed to providing a safe, efficient, drug-free and productive work environment for all employees and Persons Served. In keeping with this commitment, employees and job applicants may be asked to provide body substance samples (e.g., blood, urine) to determine the illicit use of marijuana, cocaine, opiates, amphetamines, alcohol, barbiturates, and phencyclidine (PCP). Creative Empowerment Opportunities will attempt to protect the confidentiality of all drug test results.

Creative Empowerment Opportunities reserves the right to require employees to submit to a substance screen by urine or blood when requested.

### **A. Purpose**

1. Assure a drug free employee to service the Persons Served
2. Reduce vehicle accidents and workplace accidents
3. Assure greater safety of employees operating equipment

4. Maintain high employee morale and employee performance for the benefit of employees and Persons Served
5. Reduce crime in the work place
6. Reduce absenteeism and tardiness
7. Increase employee effectiveness, productivity and reliability
8. Secure a work environment, which protects the Persons' Served wellbeing, and sustains the highest quality of services

#### B. Guidelines

1. No employee shall possess, consume or carry with them alcoholic beverages of any kind, controlled substances not prescribed by a physician, or illegal drugs on employer's property or in an employer's vehicle or any other location during working hours.
2. No employee shall report to work after consuming alcoholic beverages, controlled substances, or illegal drugs in a condition that makes him or her unfit for full and reliable performance of job responsibilities and appropriate care of the Persons Served entrusted to his or her care.
3. Any employee suspected of being under the influence of drugs or alcohol, or any other good cause, will be required to submit to urine analysis or blood test.
4. Any employee involved in an accident involving a company vehicle, driving his or her personal vehicle while conducting company business or who has sustained an injury while at work will be asked to go to the clinic for substance screening. The employee will be driven by a member of the management to the clinic for the substance screening.
5. Any employee involved with damage to equipment belonging or entrusted to Creative Empowerment Opportunities will be required to submit to a drug or alcohol test.
6. Any employee who has indicated that he or she is unable to perform their duties or has given employer cause to suspect drug or alcohol usage affecting his or her job will be required to submit to a drug or alcohol test.
7. Excess or unusual absenteeism may be cause for drug or alcohol tests.
8. Any employee convicted of selling drugs, or convicted of illegal drug usage, or illegal possession may be terminated.
9. Employees who, as part of a medical treatment plan, are required by a physician to use prescription drugs or narcotics must report this fact to management along with any reasonable medical documentation requested by Creative Empowerment Opportunities prior to reporting to work. A determination shall be made by Creative Empowerment Opportunities as to whether the employee is able to perform his or her work responsibilities satisfactorily. All medication that is needed by the employee during employment will be locked up during their shift.

#### C. Procedure

1. A substance screen shall be obtained by securing a urine or blood sample.
2. Creative Empowerment Opportunities will utilize only professionally developed and administered drug detection tests and will pay all costs for drug detection tests. Also, the employee will receive a copy of the test results and all reports or analyses prepared as a result of a positive confirmation test.
3. The sample will be secured by means to a Chain of Custody program at the clinic to assure identification and integrity are maintained from collection through testing.
4. The drugs being identified are those drugs which are used or abused, are not part of a medical treatment plan, and may alter the thinking and actions of its user. The classes of drugs frequently identified by way of illustration and not a total listing of all drugs are: Amphetamines, barbiturates, benzodiazepines, cocaine, opiates, and cannabinoids (Marijuana or THC). Some over-the-counter drugs may be identified. Positive results will be evaluated in context of the individual's complete medical history.
5. The specimen will be subject to an initial screen. If a drug is detected, it will be followed with a confirmation test.

6. The results of a drug detection test shall be kept confidential unless disclosure of results is mandated by law, by a court decision, or by the advice of Creative Empowerment Opportunities attorney, or when an employee challenges the results of the test.
7. When an employee's confirmation test results are positive, specimens of the tested fluids will be saved in order to enable the employee to challenge test results. The employee will have three days from the date of notification of positive test results to make an official challenge of results and will be required to make arrangements at an approved laboratory for an alternate test and pay for these additional tests, at his or her own expense.
8. If the results of Creative Empowerment Opportunities test differ from the employee's, the employee shall authorize release of the test results to Creative Empowerment Opportunities. Creative Empowerment Opportunities will reconsider the results and take action accordingly.

#### D. Rehabilitation

1. Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action or request for substance screening may request approval to take unpaid time off to participate in a rehabilitation or treatment program through Creative Empowerment Opportunities health insurance benefit coverage. Leave may be granted if the employee agrees to abstain from use of the problem substance; abides by all Creative Empowerment Opportunities policies, rules, and prohibitions relating to conduct in the work place; and if granting the leave will not cause Creative Empowerment Opportunities any undue hardship.
2. Employees who do not follow the prescribed preventive maintenance treatments by their drug or alcohol counselor and who engage in drug or alcohol abuse will be subject to immediate termination. Employees will have only one opportunity to go through a rehabilitation program.
3. Employees who refuse to seek appropriate help or rehabilitation, as determined by the employer, shall be subject to dismissal.
4. Under the Drug Free Work Place Act, an employee who performs work for a government contract or grant must notify Creative Empowerment Opportunities of a criminal conviction for drug related activity occurring in the work place. The report must be made within five days of the conviction.
5. Employees with questions on this policy or issues related to drug or alcohol use in the work place should raise their concerns with management or the Executive Director without fear of reprisal.
6. All employees who admit they have a substance abuse problem prior to being asked to submit to a drug test by the employer, and who want to go through a drug or alcohol rehabilitation program for the first time will be conditionally reinstated to their job after successfully completing the substance abuse rehabilitation program and maintaining the preventative course of conduct prescribed by the employee's drug or alcohol counselor and his or her doctor, including, but not limited to, regular attendance at AA meetings. In order to qualify the employee must have not violated the rights of a Person Served, caused injury to themselves or others or caused property damage. Proper documentation and verification of being free of drugs and any doctor's statement shall be required before the employee will be permitted to return to work.
1. To inform employees about important provisions of this policy, Creative Empowerment Opportunities can provide information to a drug awareness program. Drug-free awareness programs may be accessed through the company's health insurance, or through the local Community Mental Health. These programs provide information on the dangers and effects of substance abuse in the work place, resources available to employees and consequences for violations of this policy. Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with management or the Executive Director or appointee to receive assistance or referrals to appropriate resources in the community.
2. An employee who is diagnosed as a drug abuser or alcoholic may be granted an unpaid medical leave of absence consistent with the terms and conditions of Creative Empowerment Opportunities leave of absence policy. The employee will not be permitted to return to work until certification is presented to Creative Empowerment Opportunities indicating that the employee is capable of

satisfactorily performing his or her job responsibilities. Failure to cooperate with an agreed upon rehabilitation treatment plan may result in disciplinary action up to and including employee termination. Employees will be requested to submit to a drug/alcohol screening prior to being reinstated.

- 3. Employees who do not follow the prescribed preventative maintenance treatments by their drug or alcohol counselor and who engage in drug or alcohol abuse will be subject to immediate termination. Employees will have only one opportunity to go through a rehabilitation program.
- 4. Employees who refuse to seek appropriate help or rehabilitation, as determined by Creative Empowerment Opportunities, shall be subject to dismissal.
- 5. The employee shall be responsible for all medical and rehabilitation costs and fees unless the health insurance program provides coverage, if applicable.

E. Refusal

- 1. If an employee refuses substance screening under the provisions of the Department of Transportation regulations either by blood or urine, the employee will be treated as insubordinate for failure to obey a directive and such action will be ground for dismissal.

F. Acknowledgement – 710 Substance Screening;



Creative Empowerment Opportunities  
"Empowering People for Success"



**EMPLOYEE HANDBOOK: 709 SUBSTANCE  
SCREENING  
ACKNOWLEDGEMENT**

I have read this policy on substance screening and understand the purpose and procedure as stated. I agree to participate in the procedures and grant my permission for the results to be disclosed to my employer. I agree to cooperate fully in taking the substance screening test.

I hereby release my employer, and my employer's directors, officers, employees, agents and contractors from all liability, claims and damages whatsoever that I may have for administration of the substance screen test.

\_\_\_\_\_  
Employee Name (Printed) Date

\_\_\_\_\_  
Employee Signature Date

Revised 7/21 10/13,9/15 CLF Staff Policy 710 Substance Screening (Acknowledgement)  
Creative Employment Opportunities Inc. DBA Creative Empowerment Opportunities, a Michigan non-profit service corporation and an equal opportunity at-will employer.



## **710 WORKPLACE VIOLENCE**

Violence or threats of violence in the workplace will not be tolerated. Pushing, choking, fighting, threats or intimidating acts of violence against any employee, employee's personal property or Creative Empowerment Opportunities property is forbidden.

If an employee feels he or she is a victim or potential victim of violence in the work environment, it is recommended that the employee file a written complaint with management or the Executive Director. Filing a complaint will allow Creative Empowerment Opportunities to undertake an immediate investigation of the complaint and take whatever action is deemed appropriate.

All complaints will be treated on a confidential basis to the extent possible. No disciplinary or retaliatory action will be taken against any employee filing a complaint in good faith.

If a friend or relative of an employee enters or attempts to enter Creative Empowerment Opportunities premises under the suspicion of threat to the employee or other person, the employee will be removed from the schedule until the potential or actual risk to the employee, the employee's co-workers and persons served is eliminated.

Creative Empowerment Opportunities is committed to making every attempt in providing a safe work environment for its employees.

## **800 PERSON SERVED RIGHTS**

The following Person Served rights must be adhered to by all employees. Any staff observing any person violating these Person Served rights must report it to management immediately in writing. Any violation of these Person Served rights or failure to report a suspected violation by any other person will result in immediate termination of employment. The following rights are promoted within Creative Empowerment Opportunities:

- A. The right to be free from discrimination on the basis of race, religion, color, national origin, sex, age, handicap, marital status or source of payment in the provision of services and care.
- B. The right to exercise his/her constitutional rights, including the right to vote, the right to practice the religion of his or her choice, the right to freedom of movement, and the right to freedom of association.
- C. The right to refuse participation in religious practices.
- D. The rights to write, send, and receive uncensored and unopened mail at his or her own expense.
- E. The right of reasonable access to a telephone for business communications. Similar access shall be granted for long distance, collect calls which otherwise are paid for by the Person Served.
- F. The right to voice grievances and present recommendations pertaining to the policies, services, program rules of conduct of Creative Empowerment Opportunities, without fear of retaliation.
- G. The right to associate and have private communications and consultations with his or her own physician, attorney, or any other persons of his or her choice.
- H. The right to reasonable access to, and use of, his or her personal clothing and belongings.
- I. The right to have contact with relatives and friends and receive visitors in the day service program at a reasonable time.
- J. The right to employ the services of a physician, psychiatrist, or dentist of his or her choice for obtaining medical, psychiatric, or dental services.
- K. The right to refuse treatment and services, including the taking of medication, and to be made aware of the consequences of that refusal.
- L. The right to request and receive assistance from the responsible agency in relocating to another vocational and day service provider.



- M. The right to be treated with consideration and respect, with due recognition of personal dignity, individuality, and the need for privacy.
- N. The right to view his/her own records that shall be confidentially and properly safeguarded, as required.
- O. The right to review your confidential record within 72 hours of requesting.
- P. The right to have a person of your choice if needed to read your file to you.
- Q. The right to have your file copied.
- R. The right to be involved in research projects.
- S. The right to have multiple services.
- T. The right to give input and to request a specific type of Direct Supports Professional.
- U. If a Person Served believes their rights have been violated, he/she may contact the Community Mental Health Recipient Rights Office to speak with an Advisor, from the Office of Recipient Rights.
- V. Each program has a designated Recipient Rights Information Board that has available information regarding recipient rights, the Office of Recipient Rights phone numbers, etc. along with complaint forms and Recipient Rights booklets. Staff is available to assist the Person Served.

## **801 PERSON SERVED INCIDENTS AND ACCIDENTS**

In the event of the death of a Person Served; any accident or illness that requires hospitalization; incidents that involve serious hostility; any hospitalization; any attempts at self-inflicted harm or harm to others; any instances of destruction to property; any incidents that involve arrest or conviction of a Person Served for arson, rape, murder, burglary, robbery, larceny, motor vehicle theft and aggravated assault; staff shall do the following:

- A. Immediately inform management.
- B. Complete a written Incident Report and/or Accident Report, and date and sign the report.
- C. The management personnel or employee (if requested) will contact the Person Served home, home provider, and Support Coordinator by telephone. If a message is left, write down the time and name of the person who received the message.
- D. The Incident Report must be sent via fax to the Office of Recipient Rights as well as their Support Coordinator and within 48 hours.
- E. Creative Empowerment Opportunities will immediately investigate the cause of the incident that involves a Person Served, employee or visitor.
- F. For purposes of this policy, "Incident" means a seizure or a highly unusual behavior episode, including a period of absence without prior notice.

## **802 PERSON SERVED ABSENT WITHOUT NOTICE**

If a Person Served is found to be absent without notice or runs away, management or the Direct Supports Professional shall do the following:

- A. Make a reasonable attempt to locate the Person Served by making appropriate telephone calls to determine their location, and searching the immediate area, keeping in mind the staffing requirements of the skill building facility.
- B. Follow the Individual on foot if possible.
- C. Contact the local police authority.
- D. Make a reasonable attempt to contact the Person Served designated representative and responsible agency.
- E. Submit a copy of the written report to the Person Served designated representative and responsible agency within 24 hours of each occurrence.


### 803 ABUSE REPORTING

This policy should be read in conjunction with the Mental Health Code, Administrative Rules, and other applicable laws.

**Creative Empowerment Opportunities and its subcontractors shall adopt policies and procedures, which, at a minimum, include the following:**

- A. All employees and volunteers are prohibited from abusing or neglecting any Person Served.
- B. A mechanism shall be established for reporting abuse and neglect to:
  1. Administration (Executive Director, CFO)
  2. Management (Program Supervisor, Program Manager, Assistant Program Manager(s))
  3. Appropriate/Responsible Funding Agency Office of Recipient Rights
- C. The reporting structure for abuse and neglect is as follows:
  1. All employees and volunteers will immediately report any abuse or neglect and suspected abuse or neglect to their most direct manager and to the Office of Recipient Rights.
  2. If the direct manager is not available, the employee or volunteer would then seek the immediate supervisor, and in the event he/she is not available, the Executive Director.
  3. The employee reporting the incident will complete an Incident Report and the corresponding form related to the incident/occurrence.
  4. All provider staff who witness or discover an Incident shall immediately: a. Take action to protect, comfort, and assure medical treatment of the recipient; b. Verbally notify the designated supervisor of any apparent serious injury who shall immediately notify the Office of Recipient Rights (ORR) of suspected abuse or neglect.
  5. All provider staff who witness or discover an incident or occurrence shall report the occurrence on the Consumer Incident, Accident, Illness, Death or Arrest Report, as soon as possible, but in no case later than the end of the shift in which the occurrence took place. Staff shall submit the report of the occurrence for review by the designated supervisor by the next business day.
  6. Where the occurrence is the use of physical management, provider staff shall also complete and attach the Use of Physical Management form, where the occurrence is related to medication error or other medication error/discrepancy, provider staff shall also complete and attach the Medication Error form, where the occurrence involved police calls by staff, provider staff shall also complete and attach the Police Contact Form, where the occurrence involved emergency medical care, provider staff shall also complete and attach the Emergency Medical Form, where the occurrence involves allegations of apparent or suspected abuse and/or neglect, staff shall immediately notify the FUNDING AGENCIES ORR by phone, or by fax or by hand delivery of a Recipient Rights Complaint form detailing the occurrence. Note: All other possible rights violations shall be immediately reported to the FUNDING AGENCIES ORR in the same manner.
  7. The Incident Report and Corresponding Form will then be given to the Program Supervisor/Manager where he/she will record what steps will be taken to prevent reoccurrence of the incident. He/she will then sign, date and send the form to the Office of Recipient Rights immediately or no longer than within 24 hours per contractual requirements.
  8. Any and all disciplinary action will be implemented if necessary by the Program Supervisor/Manager against the employee(s) and/or volunteer(s) involved in the incident.

- D. All employees and volunteers shall:
1. Safeguard all Person's Served from abuse and/or neglect by following the person centered plan for that person served, staying within the established ratio, and acting to prevent harm, and to obtain treatment for any injuries using Universal Precaution.
  2. Immediately report to management, either verbally or in writing when they witness, discover, or have reasonable cause to suspect abuse or neglect and/or criminal abuse of the Persons Served.
  3. Staff are required to immediately report to management verbally or in writing when they witness, discover, or otherwise become aware of an assault by one Person Served upon another. Management will also review the Code of Conduct with the persons in question and issue a Violation of the Code of Conduct if necessary.
  4. With the assistance of management, an Incident Report and the corresponding form will be completed, signed by management and sent to the Office of Recipient Rights immediately.
  5. Creative Empowerment Opportunities will cooperate with the Recipient Rights Advisor during an investigation of alleged incidents of abuse or neglect.
  6. Creative Empowerment Opportunities staff/volunteers will respond to questions put forth, verbally or in writing, by investigators from the Office of Recipient Rights.
- E. The Office of Recipient Rights shall be responsible for:
1. The timely investigation of reports of abuse and/or neglect of any Person Served.
  2. Monitoring progress toward remediation or corrective action of all substantiated violations of rights.
  3. Ensuring that training is provided to staff on the definitions contained in this policy and the mandated reporting requirements.
- F. The Office of Recipient Rights shall be given unimpeded access to all staff and any evidence determined as necessary by the office to carry out a thorough and independent investigation. All records and other documentary or physical evidence shall be secured as necessary and protected from tampering, erasures, deletions, or any other type of alteration.
- G. Firm and fair disciplinary action shall be taken for any person impeding the rights process. Documentation of action taken shall be submitted to the Office of Recipient Rights and filed in the Rights Advisor's files.
- H. Creative Empowerment Opportunities and its contract/sub-contract agencies shall be responsible for ensuring that:
1. All employees and Persons Served who may have knowledge of an incident regarding the alleged abuse and/or neglect of a Person Served are made available to those conducting official investigation.
  2. Notification is made to appropriate external regulatory agencies as required by policy, guideline or law. The person responsible for contacting external agency and completing any written reports shall be identified in policy.
  3. Notification is made to appropriate law enforcement agencies as required by law. The person responsible for contacting the law enforcement agency and completing any written reports shall be identified in policy. (See Below- MDHHS Requirements for Reporting Abuse and Neglect DCH-0727 4/201 diagram)

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES <b>REQUIREMENTS FOR REPORTING ABUSE AND NEGLECT</b>				
	Section 723, Public Act 258 of 1974 as amended (Mental Health Code-Recipient Abuse)	Public Act 238 of 1975 (Child Protection Law)	Public Act 519 of 1982 (Adult Protective Services Law)	Section 723, Public Act 258 of 1974 as amended (Mental Health Code-Criminal Abuse)
<b>WHERE is the report made?</b>	To the OFFICE of RECIPIENT RIGHTS (ORR) at your Hospital or Community Mental Health Services Program (CMHSP) A list of local rights offices can be found at: <a href="http://tinyurl.com/orroffices">http://tinyurl.com/orroffices</a>	To the MDHHS Office of Childrens Protective Services (CPS)	To the MDHHS Office of Adult Protective Services (APS)	To the Michigan State Police (MSP) or Local Sheriff or Local Police Department
<b>WHAT must be reported?</b>	Sexual, Physical, Emotional or Verbal Abuse, Neglect, Serious Injury, Death, Retaliation or Harassment	Sexual, Physical or Mental Abuse, Neglect, Sexual Exploitation	Sexual, Physical or Mental Abuse, Neglect, Maltreatment, Exploitation	Assault (other than patient-patient assault/battery), Criminal Sexual Abuse, Homicide, Vulnerable Adult Abuse, Child Abuse
<b>WHO is required to report?</b>	All employees, contract employees, or volunteers of Michigan Department of Health and Human Services, Community Health Services Programs, Licensed Private Psychiatric Hospitals	Physicians, nurses, coroners, medical examiners, dentists, licensed emergency care personnel, audiologists, psychologists, social workers, school administrators, teachers, counselors, law enforcement officers, and child care providers.	Any person employed by an agency licensed to provide, anyone who is licensed, registered, or certified to provide health care, education, social, or other human services, law enforcement officers and child care providers.	All employees, contract employees of: Michigan Department of Health and Human Services, Community Mental Health Services Programs, Licensed Private Psychiatric Hospitals; All mental health professionals.
<b>WHAT is the CRITERIA for reporting?</b>	<b>You must report if you:</b> Suspect a recipient has been abused or neglected or any allegations of abuse or neglect made by a recipient.	<b>You must report if you:</b> Have reasonable cause to suspect a child has been abused, neglected, or sexually exploited.	<b>You must report if you:</b> Have reasonable cause to suspect or believe an adult has been abused, neglected, exploited or maltreated.	<b>You must report if you:</b> Suspect a recipient or vulnerable adult has been abused or neglected, sexually assaulted, or if you suspect a homicide has occurred. You do not have to report if the incident occurred more than one year before your knowledge of it.
<b>WHEN must the report be made and in what format?</b>	A verbal report must be made immediately. A written report on an incident report form must be made before the end of your shift.	A verbal report must be made immediately. A written report on DHS form 3200 must be made within 72 hours.	A verbal report must be made immediately. A written report at the discretion of the reporting person.	A verbal report must be made immediately. A written report must be made within 72 hours of the oral report
<b>TO WHOM are reports made?</b>	To your immediate supervisor and to the Recipient Rights Office at your agency or hospital	Report to Protective Services Reporting Hotline 855-444-3911	Report to Protective Services Reporting Hotline 855-444-3911	The law enforcement agency for the county or city in which the alleged violation occurred or the State Police. A copy of the written report goes to the chief administrator of the agency responsible for the recipient.
<b>If there is more than one person with knowledge must all of them make a report?</b>	Not necessarily. Reporting should comply with the policies and procedures set up by each agency.	Someone who has knowledge must report or cause a report to be made in the case of a school, hospital or agency, one report is adequate.	Everyone who has knowledge of a violation or an alleged violation must make a report. MDHHS has typically accepted one report from agencies.	Someone who has knowledge must report or cause a report to be made.
<b>Is there a penalty for failure to report? YES</b>	Disciplinary action may be taken and you may be held liable.	You may be held liable. Failure to report is also a criminal misdemeanor.	You may be held liable and have to pay a \$500 fine.	The law states that failure to report or false reporting is a criminal misdemeanor.
<b>Is it necessary to report to more than one agency? YES</b>	Each of these laws requires that the designated agency be contacted, if an allegation is suspected to have occurred, which falls under its specific jurisdiction. There are several references in each law indicating that reporting to one agency does not absolve the reporting person from the responsibility of having to report to other agencies, as statutorily required.			
<b>Are there other agencies to which a report can be made? YES</b>	The Bureau of Community and Health Systems (LARA) is responsible for investigating abuse and neglect in Nursing Homes, Hospitals and Home Health Care. Call the NURSING HOME ABUSE HOTLINE 1-800-882-6006 The Michigan Attorney General's Office has an Abuse Investigation Unit which may also investigate abuse in Nursing Homes. Call the ATTORNEY GENERAL HEALTH CARE FRAUD HOTLINE 1-800-24-ABUSE/ 1-800-242-2873 The LARA Adult Foster Care (AFC) Division is responsible for investigating abuse or neglect in a licensed foster care home. Call The Bureau of Community and Health Systems COMPLAINT INTAKE UNIT 1-866-856-0126			

EOH-0727 4/20/8

4. If an allegation is found to be substantiated, there shall be a mechanism for:
  - a. Remedial or corrective action to be taken.
  - b. Firm and appropriate disciplinary action to be implemented.
5. The Remedial Action report of Investigative Findings will be provided to the Office of Recipient Rights within the time constraints provided.
6. Documentation is provided to the Rights Advisor within the time constraints provided, after remedial action has been carried out.
7. Specific policies and procedures relating to the reporting of abuse and neglect are developed and reviewed annually.
8. All employees are oriented to the requirements for reporting alleged incidents of abuse and/or neglect, prior to, or within 30 days of employment.

All contractual agreements for services shall include language intended to ensure the protection of rights, and staff cooperation when the Office of Recipient Rights and other authorized investigative bodies conduct investigations.

## II. DEFINITIONS:

A. Abuse (General): Non-accidental physical or emotional harm to a recipient, or sexual contact with or sexual penetration of a recipient that is committed by an employee, volunteer, or agent of a service provider.

B. Abuse-Class I: A non-accidental act, or provocation of another to act, by an employee, volunteer, or agent of a service provider that caused, or contributed to the death, or sexual abuse of, or serious physical harm to a recipient.

C. Abuse-Class II: Means any of the following:

1. A non-accidental act, or provocation of another to act, by an employee, volunteer, or agent of a service provider which caused or contributed to non-serious physical harm to a recipient; or
2. The use of unreasonable force on a recipient by an employee, volunteer, or agent of a service provider with or without apparent harm; or
3. Any action or a provocation of another to act by an employee, volunteer, or agent of a service provider that causes or contributes to emotional harm to a recipient; or
4. An action taken on behalf of a recipient by a provider who assumes the recipient is incompetent, despite the fact that a guardian has not been appointed, that results in substantial economic, material, or emotional harm to the recipient; or
5. Exploitation of a recipient by an employee, volunteer, or agent of a service provider.

D. Abuse-Class III: The use of language or other means of communication by an employee, volunteer, or agent of a provider to degrade, threaten, or sexually harass a recipient. Note: Recipient to recipient physical altercations is not "abuse" under the Michigan Department of Community Health (MDCH) definition. However, recipient to recipient "sexual abuse" must be reported to the Office of Recipient Rights (ORR) accompanied by a completed Consumer Incident, Accident, Illness, Death or Arrest Report.

E. Agent: An individual authorized to act on behalf of an entity (such as a Funding Agency or a contract provider) including, but not limited to, an independent contractor or an intern.

F. Allegation: A written or oral statement made by an individual which asserts his/her belief that a recipient has been abused or mistreated.

G. Assault: An intentional, unlawful offer of physical injury to another by force; or force unlawfully directed toward another person, under circumstances which create well-founded fear or belief of imminent peril, coupled with the apparent present ability to execute the attempt if not prevented.

H. Battery: An unlawful beating, or other wrongful physical violence or constraint, inflicted on another a without his/her consent. A willful and unlawful use of force or violence upon another person. The slightest touching of another, or his/her clothes or anything else attached to his/her person, if done in an insolent or angry manner.

I. Bodily Function: The usual action of any region or organ of the body.

J. Child Abuse: Harm or threatened harm to a child's health or welfare by a parent, a legal guardian, or any other person responsible for the child's health or welfare, or by a teacher or teacher's aide, that occurs through non-accidental physical or mental injury; sexual abuse; sexual exploitation; or maltreatment.

K. Child Neglect: Harm or threatened harm to a child's health or welfare by a parent, legal guardian, or any other person responsible for the child's health or welfare that occurs through either of the following:

1. Negligent treatment, including the failure to provide adequate food, clothing, shelter, or medical care.
2. Placing a child at an unreasonable risk to the child's health or welfare by failure of the parent, legal guardian, or other person responsible for the child's health or welfare to intervene to eliminate that risk when that person is able to do so and has, or should have, knowledge of the risk.

L. Commission of Acts: Committing or perpetrating an act that poses a substantial threat of personal injury, such as physically striking or assaulting a recipient; speaking harshly or rudely to a recipient; ridiculing, coercing or threatening a recipient.

M. Criminal Abuse:

1. An assault that is a violation or an attempt or conspiracy to commit a violation of sections 81 to 90 of the Michigan penal code, Act No. 328 of the Public Acts of 1931, being sections 750.81 to 750.90 of the Michigan Compiled Laws. Criminal abuse does not include an assault or an assault and battery that is a

violation of section 81 of Act No. 328 of the Public Acts of 1939, being section 750.81 of the Michigan Compiled Laws, and that is committed by a recipient against another recipient.

2. A criminal homicide that is a violation or an attempt or conspiracy to commit a violation of section 316, 317, or 321 of Act No. 328 of the Public Acts of 1931, being sections 750.316, 750.317, and 750.321 of the Michigan Compiled Laws.

3. Criminal sexual conduct that is a violation or an attempt or conspiracy to commit a violation of sections 520b to 520e or 520g of Act No. 328 of the Public Acts of 1931, being sections 750.520b to 750.520e and 750.520g of the Michigan Compiled Laws.

4. Vulnerable adult abuse that is a violation or an attempt or conspiracy to commit a violation of section 145n of the Michigan penal code, Act No. 328 of the Public Acts of 1931, being section 750.145n of the Michigan Compiled Laws.

5. Child abuse that is a violation or an attempt or conspiracy to commit a violation of section 136b of Act No. 328 of the Public Acts of 1931, being section 750.136b of the Michigan Compiled Laws.

N. “Degrade” means (a) Treat humiliatingly: to cause somebody a humiliating loss of status or reputation or cause somebody a humiliating loss of self-esteem; make worthless; to cause a person to feel that they or other people are worthless and do not have the respect or good opinion of others. (syn) degrade, debase, demean, humble, humiliate. These verbs mean to deprive of self-esteem or self-worth; to shame or disgrace. (b) Degrading behavior shall be further defined as any language or epithets that insult the person's heritage, mental status, race, sexual orientation, gender, intelligence, etc.

O. Emotional Harm: Impaired psychological functioning, growth, or development of a significant nature as evidenced by observable, physical symptomatology or as determined by a mental health professional.

P. Exploitation: An action by an employee, volunteer, or agent of a provider that involves the misappropriation or misuse of a recipient's labor, property or funds for the purpose of benefit to an individual, individuals, or entity other than the recipient.

Q. Failure to Report: To omit communication concerning an allegation, apparent or suspected, of a rights violation.

R. Falsification of Care and Treatment Records: To willfully cause entry of untrue observations, or to introduce untrue notations and entries into a care and treatment record, or to fail to make timely entries of observations as well as necessary information into the record.

S. Harassment For purposes of this policy, unwelcome verbal or physical conduct that: • Denigrates or shows hostility or aversion toward an individual; • Threatens an individual; • Attempts to intimidate, coerce, or inappropriately influence an individual who is involved in, or who may be involved in, recipient rights activities; • Has the purpose or effect of unreasonably interfering with an person's work performance; or • Creates an intimidating, hostile, or offensive work environment or situation.

T. Mistreatment: An action, or lack of action, which is detrimental to the care or treatment of a recipient, (e.g., misuse, ill-use, maltreatment, or exploitation).

U. Neglect: An act or failure to act committed by an employee, volunteer, or agent of a service provider that denies a recipient the standard of care or treatment to which he or she is entitled.

V. Neglect-Class I: 1. Acts of commission or acts of omission by a provider's employee, volunteer, or agent, which result from non-compliance with a standard of care or treatment required by law, rules, policies, guidelines, written directives, procedures, or person served plans of service, and which cause or

contribute to the death of, or sexual abuse of, or serious physical harm to a recipient; or, 2. The failure to report apparent or suspected abuse Class I or neglect Class I of a recipient.

W. Neglect-Class II: 1. Acts of commission or the omission of acts by a provider's employee, volunteer, or agent which result from non-compliance with a standard of care or treatment required by law, rules, policies, guidelines, written directives, procedures, or persons served plans of service, and which cause, or contribute to, non-serious physical harm or emotional harm to a recipient; or, 2. The failure to report apparent or suspected abuse Class II or neglect Class II of a recipient.

X. Neglect-Class III: 1. Acts of commission or the omission of acts by a provider's employee, volunteer, or agent which result from non-compliance with a standard of care or treatment required by law, rules, policies, guidelines, written directives, procedures, or person served plans of service, which either placed or could have placed, a recipient at risk of physical harm or sexual abuse; or, 2. The failure to report apparent or suspected abuse Class III or neglect Class III of a recipient.

Y. Non-Serious Physical Harm: Physical damage or what could reasonably be construed as pain suffered by a recipient which a physician or registered nurse determines could not have caused or contributed to the death of the recipient, the permanent disfigurement of the recipient, or an impairment of his/her bodily function(s).

Z. Omission of Acts: Failure or neglect or apathy toward the performance of an act or duty, the absence of which caused or could have caused physical or emotional injuries to a recipient.

AA. Physical Management: A technique used by staff as an emergency intervention to restrict or limit the movement of a recipient by direct physical contact to prevent the recipient from harming himself, herself, or others.

BB. Reasonable Cause: A suspicion founded upon circumstances sufficiently strong to warrant a reasonable person to believe that the suspicion is true.

CC. Recipient (or "Consumer"): A person who receives mental health services from a Funding Agency provider.

DD. Remedial Action: Action taken by a provider to correct violation(s) of a right and to remove contributing conditions.

EE. Retaliation for purposes of this policy, unjustified negative actions taken against a person in return for the person's involvement in, or perceived involvement in, recipient rights activities.

FF. Serious Physical Harm: Physical damage suffered by the recipient which a physician or registered nurse determines caused or could have caused the death of the recipient, or caused the impairment of his/her bodily function(s), or the permanent disfigurement of the recipient.

GG. Sexual Abuse: Criminal sexual conduct as defined by section 520b to 520e of 1931 PA 318, MCL 750.520b to MCL 750.520e involving an employee, volunteer, independent contractor, intern or agent of a provider and a recipient; or any sexual contact or sexual penetration involving an employee, volunteer, independent contractor, intern or agent of a department operated hospital or center, a facility licensed by the department under section 137 of the act or an adult foster care facility and a recipient; or any sexual contact or sexual penetration between an employee, volunteer, independent contractor, intern or agent of a provider and a recipient for whom the employee, volunteer, or agent provides direct services.

HH. Sexual Contact: The intentional touching of the recipient's or actor's intimate parts or the intentional touching of the clothing covering the immediate area of the recipient's or actor's intimate parts, if that

intentional touching can reasonably be construed as being for the purpose of sexual arousal or gratification; done for a sexual purpose; or in a sexual manner for revenge, or to inflict humiliation, or out of anger.

II. Sexual Harassment: Sexual advances toward a recipient; requests for sexual favors from a recipient; or, conduct or communication of a sexual nature toward a recipient by any person.

JJ. Sexual Penetration: Sexual intercourse, cunnilingus, fellatio, anal intercourse, or any other intrusion, however slight, of any part of a person's body or of any object into the genital or anal openings of another person's body, even where emission of semen does not occur.

KK. Sexual Mistreatment: Sexual contact that occurs or has occurred between: 1. A recipient and a Funding Agency provider's, employee, independent contractor, volunteer, intern or other person providing authorized care or supervision, to the recipient; 2. Two recipients if one or more does not consent or is not competent to consent; 3. Recipients if one or more is a minor; or 4. A recipient and any other person if the recipient does not consent or is not competent to consent.

LL. "Threaten" means to tell someone that you will hurt them or cause problems if they do not do what you want.

MM. Unreasonable Force: The use of physical management or force that is applied by an employee, volunteer, or agent of a service provider to a recipient in one or more of the following circumstances:

1. There is no imminent risk of serious or non-serious physical harm to the recipient, staff or others.
2. The physical management used is not in compliance with techniques approved by the provider and the responsible mental health agency, and/or does not adhere to the MDCH Technical Advisory for Behavior Treatment Plan Review Committees (7/28/08).
3. The physical management used is not in compliance with the emergency interventions authorized in the person's served individual plan of service.
4. The physical management or force is used when other less restrictive measures were possible but not attempted immediately before the use of physical management or force.

LL. Vulnerable Adult Abuse - First Degree: When a caregiver intentionally causes serious physical harm or serious mental harm to a vulnerable adult.

MM. Vulnerable Adult Abuse - Second Degree: When a caregiver or other person with authority over the vulnerable adult commits the reckless act or the reckless failure to act of the caregiver or other person with authority over the vulnerable adult causes serious physical harm or serious mental harm to a vulnerable adult.

NN. Vulnerable Adult Abuse - Third Degree: When a caregiver intentionally causes physical harm to a vulnerable adult.

OO. Vulnerable Adult Abuse - Fourth Degree: When a caregiver or other person with authority over the vulnerable adult commits the reckless act or the reckless failure to act of the caregiver or other person with authority over a vulnerable adult causes physical harm to a vulnerable adult. Note: A caregiver or other person with authority over a vulnerable adult is not prohibited from taking reasonable action to prevent a vulnerable adult from being harmed or from harming others. Note: Vulnerable adult abuse does not apply to an act or failure to act that is carried out as directed by a patient advocate under a properly executed patient advocate designation.

## V. Standards

A. Funding Agency provider employees, volunteers, and agents are responsible for safeguarding recipients from abuse, neglect or mistreatment. It is the assigned duty and legal responsibility of each



individual who has reasonable cause to suspect recipient abuse, neglect or mistreatment to make or cause to be made a report to the local law enforcement agency, to the state police and/or to the Michigan Department of Human Services in the county in which the violation is alleged to have occurred when appropriate. In all cases of abuse, neglect and/or mistreatment, it is the assigned duty and responsibility of Funding Agency provider employees, volunteers, and agents who have knowledge of an allegation, apparent or suspected, of abuse, neglect and mistreatment to immediately report same to his/her immediate supervisor/designee, if applicable, and to the ORR.

B. Allegations of abuse, neglect or mistreatment shall be reported in accordance with Recipient Rights procedures, related Funding Agency policies, and state law. The reporting employee, volunteer, or agent and the Funding Agency ORR shall also assure that an Incident, Accident, Illness, Death or Arrest Report is filed according to the standards and procedures of the Funding Agencies Policy.

C. Incidents that, according to direct observation, result from accidental causes or from self-abuse shall be reported to the reporting person(s)' immediate supervisor/designee, if applicable, and to the Funding Agency ORR.

D. When a prompt and thorough initial review has determined that there is cause to believe or suspect that child abuse or neglect has or may have occurred, the Funding Agency provider employee, independent contractor, volunteer, or intern who made the report shall immediately notify his/her supervisor/designee, if applicable, the Michigan Department of Human Services, Protective Services, and the Funding Agency ORR. In all cases of suspected criminal abuse or neglect (child or adult) the appropriate law enforcement agency shall also be immediately notified.

E. During police investigation of alleged abuse: 1. Police shall be given full cooperation and support by Funding Agency provider personnel to complete their investigation. 2. The investigation convened by the Funding Agency ORR shall be carried out in cooperation with the police.

F. Statements of alleged abuse shall not be discounted because a recipient is receiving mental health services, nor shall such statements be used to deprive a recipient of his/her rights and benefits.

G. Funding Agency providers shall comply with all reporting and investigative requirements of this policy.

H. A person who intentionally fails to report a reasonable suspicion of abuse or who knowingly makes a false report pursuant to the Mental Health Code is guilty of a misdemeanor and may be civilly liable for damages proximately caused by the violation.

I. When there is reasonable cause to suspect that a Funding Agency provider employee, volunteer, or agent either directly or as an accomplice, has been involved in abusing a recipient, the individual shall be removed from his/her assignment during the investigation of the allegation(s) of abuse.

J. Assistance will be provided to appropriate individuals and/or agencies as necessary in the prosecution of criminal charges against those who have engaged in abuse, including the reporting of acts or actions which may lead to prosecution. The Funding Agency provider employees, volunteers, and agents shall cooperate with authorized investigators from other agencies (i.e., Michigan Department of Civil Rights, Protective Services, Michigan Department of Human Services) assigned to inquire into any violations which, by law, are within their jurisdiction. Pursuant to the prosecution, confidential records and information shall be disclosed to the Department of Human Services / Children's Protection Services or Adult Protective Services.

K. Michigan Mental Health Code 330.1755: Each community mental health services program and each licensed hospital shall endeavor to ensure all of the following:

1. Complainants, staff of the office of recipient rights, and any staff acting on behalf of a recipient will be protected from harassment or retaliation resulting from recipient rights activities and that appropriate disciplinary action will be taken if there is evidence of harassment or retaliation.

## VI. Procedures

A. All allegations or incidents of suspected abuse, neglect or mistreatment by a provider employee, independent contractor, volunteer, or agent toward a recipient shall be reported to the appropriate/immediate supervisor/designee, if applicable, and to the Funding Agency ORR and the Michigan Department of Human Services.

B. When necessary, pursuant to MCL 330.1723, an oral report shall be made by the individual who suspects criminal abuse, neglect, or mistreatment immediately to the law enforcement agency for the county or city in which the criminal abuse is suspected to have occurred or to the state police. Within 72 hours after making the oral report to the appropriate law enforcement agency, the individual who suspected the criminal abuse shall file a written report. The written report shall be filed with the law enforcement agency to which the oral report was made, and with the Funding Agency ORR. If the person making the report is not the party making the initial allegation, that person shall be provided a copy of the written report.

1. A report is not required if the incident has already been reported to the appropriate law enforcement agency, or the suspected criminal abuse occurred more than one (1) year before the date on which it first became known to an individual otherwise required to make a report. The basis for the knowledge that the incident has already been reported must be expressly documented in the recipient's clinical record.

2. The written report shall contain the name of the recipient, a description of the criminal abuse and other available information to establish the cause and manner of the alleged criminal abuse. This report becomes part of the recipient's clinical record. Upon placement in the clinical record the names of the reporting person and the person accused of committing the alleged abuse shall be deleted.

3. The identity of the individual making the report and the report itself are confidential and shall be disclosed only with the written consent of the reporting individual or by appropriate judicial process.

4. These reporting requirements do not relieve an individual from the duty to report abuse under other applicable law, e.g., Protective Services, etc.

C. The reporting requirement of suspected criminal abuse in this policy is superseded by the patient-therapist (psychiatrist, psychologist, clinical social worker, licensed counselor) privilege recognized in the State of Michigan only if the allegation does not involve:

1. Suspected criminal abuse by (1) a mental health professional, (2) a person who is an employee, volunteer, or agent of, or under contract to the MDCH, a facility, or a community mental health board, or (3) a person employed by an entity under contract to MDCH, a facility, or a community mental health board; or

2. Suspected criminal abuse committed in (1) a facility, (2) a community mental health program site, (3) the work site of an employee, volunteer, or agent of, or person who is under contract to a facility or community mental health board, or (4) an entity under contract to a facility or community mental health board, or (5) any place where a recipient is under the supervision of a person who is an employee, volunteer, or agent of, or person who is under contract to a facility or community mental health board, or (6) an entity under contract to a facility or community mental health board.

D. Upon receipt of an allegation of alleged abuse, neglect or mistreatment the Funding Agency ORR shall initiate an immediate investigation. As appropriate, the Funding Agency ORR shall notify the Funding Agency's Executive Director of the situation, keeping him/her apprised of the investigation (if warranted)

and the findings, and assure that appropriate procedures for notification to various departments and law enforcement agencies are completed.

E. The Funding Agency ORR shall implement approved procedures for investigating complaints/allegations regarding Funding Agency recipients provided that:

1. Results of the investigation are sent to the Funding Agency's Executive Director for review within 90 days.
2. If remedial and/or disciplinary action is necessary, the Funding Agency's Executive Director, having reviewed and approved the recommendation(s) for remedial/disciplinary action, discharges such responsibility to the appropriate individual(s) thereby correcting the situation, be implemented timely, and/or preventing reoccurrence of the incident/situation with provider employees, independent contractors, volunteers, or interns. Disciplinary action is required for substantiated allegation of abuse, neglect, and harassment/retaliation.
3. The Funding Agency ORR shall maintain copies of reported abuse, neglect, and mistreatment.
4. The Funding Agency ORR, semiannually, shall report cumulative data detailing submitted reports of abuse, neglect and mistreatment to the Recipient Rights Advisory Committee of the Board, with a copy to the Quality Assurance Performance Improvement Council.

#### **804 MISTREATMENT**

Employees shall not mistreat a Person Served. Mistreatment as defined includes any intentional action or omission which exposes a Person Served to a serious risk of physical or emotional harm or the deliberate infliction of pain by any means. Employees shall not:

- A. Use any form of punishment.
- B. Use any form of physical force other than physical restraint. Physical restraint means the bodily holding of a Person Served with no more force than necessary to limit the Person Served movement and must be written in the Persons Served Plan of Service.
- C. Restrain a Person Served movement by binding or tying or through the use of medication, paraphernalia contraptions, material, or equipment for the purpose of immobilizing a Person Served.
- D. Confine a Person Served in an area, such as a room where egress is prevented, in a closet, or in a chair or restrict a Person Served in a similar manner.
- E. Withhold food, water, clothing, rest or toilet use.
- F. Subject a Person Served to any of the following:
  1. Mental or emotional cruelty
  2. Verbal abuse
  3. Derogatory remarks about the Person Served or members of his or her family
  4. Threats
- G. Refuse the Person Served entrance to the building.
- H. Isolate a Person Served by complete and unattended separation from employees and other Person's Served.
- I. Use any electric shock device.

#### **805 CONFIDENTIALITY**

Each Person Served has a right to confidentiality. In accepting employment at this company, employees are placed in a position of trust in regard to information regarding the Person Served. Employees must constantly be aware of the confidential nature of all information regarding Person's Served.

Creative Empowerment Opportunities is in compliance with the HIPAA privacy practices for all reports, records and data which will be treated as confidential. This pertains to testing, care, treatment, reporting and research associated with the serious communicable diseases or infection of HIV infection, acquired immunodeficiency syndrome, and acquired immunodeficiency syndrome related complex.

Any employee who releases information in any form about a Person Served pertaining to the Person Served HIV status, may be guilty of a misdemeanor, punishable by imprisonment for not more than one year or a fine of not more than \$5,000.00 or both, and is liable in a civil action for actual damages or \$1,000.00 whichever is greater, and costs of reasonable attorney fees. If anyone contacts you about a Person Served for which this section may be applicable, immediately direct the person to the Executive Director. The employee should also advise the Executive Director of the contact.

Information concerning the Person Served or employees is not to be discussed outside of work. Information concerning the Person Served or employees should not be released, whether written, orally, or over the telephone, to any individual or agency without the approval of Creative Empowerment Opportunities.

Any employee who uses the internet or social media, whether at work or outside of work to mock, bully or disseminate private information regarding a Person Served shall be guilty of willful misconduct and shall be terminated from employment. Confidential or internet communication between employees and Persons Served is discouraged.

Pursuant to the Michigan Social Security Number Privacy Act, Public Act 454 of 2004, the employer's goal is to maintain, to the greatest extent possible, the confidentiality of the Social Security Numbers of employees and residents. It is the strict policy of this employer that Social Security Numbers will not be released to anyone outside the employer, except as required by law or otherwise permitted under the Social Security Number Privacy Act. Additionally, management controls are in place to assure that employee and Persons Served Social Security Numbers will be made available internally on a "need-to-know basis."

This employer shall not intentionally do any of the following with the Social Security Number of an employee or a resident except as required by law or otherwise permitted under the Social Security Number Privacy Act:

1. Publicly display all or more than 4 sequential digits of the Social Security Number.
2. Use all or more than 4 sequential digits of the Social Security Number as the primary account number for an individual except as permitted under the Social Security Number Privacy Act.
3. Visibly print all or more than 4 sequential digits of the Social Security Number on any identification badge or card, membership card, or permit or license.
4. Require a person served to use or transmit all or more than 4 sequential digits of his or her Social Security Number over the internet or a computer system or network unless the connection is secure or the transmission is encrypted.
5. Require a person served to use or transmit all or more than 4 sequential digits of his or her Social Security Number to gain access to an internet website or a computer system or network unless the connection is secure, the transmission is encrypted, or a password or other unique personal identification number or other authentication device is also required to gain access to the internet website or computer system or network.
6. Include all or more than 4 sequential digits of the Social Security Number in or on any document or information mailed or otherwise sent to an individual if it is visible on or, without manipulation, from outside of the envelope or packaging.
7. Include all or more than 4 sequential digits of the Social Security Number in any document or information mailed to a person, unless any of the following apply:
  - a. State or federal law, rule, regulation, or court order or rule authorizes, permits, or requires that a Social Security Number appear in the document.
  - b. The document is sent as part of an application or enrollment process initiated by the individual.

- c. The document is sent to establish, confirm the status of, service, amend, or terminate an account, contract, policy, or employee or health insurance benefit or to confirm the accuracy of a Social Security Number of an individual who has an account, contract, policy, or employee or health insurance benefit.
- d. The document or information is mailed by or at the request of an individual whose Social Security Number appears in the document or information or his or her parent or legal guardian.
- e. The document or information is mailed in a manner or for a purpose consistent with subtitle A of title V of the Gramm-Leach-Bliley Act, 15 USC 6801 to 6809; with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191; or with Section 537 or 539 of the Insurance Code of 1956, 1956 PA 218, MCL 500.537 and 500.539.

The employer may use all or more than 4 sequential digits of the Social Security Number if the use is an administrative use of all or more than 4 sequential digits of the Social Security Number in the ordinary course of business to do any of the following:

- a. Verify person's identity, identify a person's, or do another similar administrative purpose related to an account, transaction, product, service, or employment or proposed account, transaction, product, service, or employment.
- b. Investigate a person's claim, credit, criminal, or driving history.
- c. Detect, prevent, or deter identity theft or another crime.
- d. Lawfully pursue or enforce a person's legal rights, including, but not limited to, an audit, collection, investigation, or transfer of a tax, employee benefit, debt, claim, receivable, or account or an interest in a receivable or account.
- e. Lawfully investigate, collect, or enforce a child or spousal support obligation or tax liability.
- f. Provide or administer employee or health insurance or membership benefits, claims, or retirement programs or to administer the ownership of shares of stock or other investments.

Those documents that include Social Security Numbers that are discarded are to be shredded.

Any violation of this policy will result in discipline up to and including termination of employment.

## **900 LIFE-THREATENING ILLNESSES IN THE WORK PLACE**

Employees with life threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. Creative Empowerment Opportunities supports these endeavors as long as employees are able to meet acceptable performance standards. As in the case of other disabilities, Creative Empowerment Opportunities will make reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life threatening illnesses to perform the essential functions of their jobs.

Medical information on individual employees is treated confidentially. Creative Empowerment Opportunities will take reasonable precautions to protect such information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment.

Employees with questions or concerns about life threatening illnesses are encouraged to contact the Executive Director or appointee for information and referral to appropriate services and resources.

## **901 VOLUNTEERS**

It is the policy of Creative Empowerment Opportunities, to encourage volunteers to work within our programs and with the Person Served. Each volunteer working must certify in writing that he or she tested negative for TB and is free from a communicable disease. He/she must also certify that his/her physical and mental health will not negatively affect either the health of the Person Served or the quality of the Person Served care before volunteering in any facility.

All volunteers must have a TB Tines test with a negative reaction at their own expense. Creative Empowerment Opportunities will reimburse the volunteer for the expense of the test after it is completed.

A volunteer under the direction of Creative Empowerment Opportunities shall sign a statement indicating whether he or she is on court-supervised probation or parole or has been convicted of a crime. We will require a criminal history record check. The volunteer under the direction of the licensee shall be in such physical and mental health so as not to negatively affect either the health of the Person Served or the quality of his or her care and must be suitable to assure the welfare to Person Served.

A volunteer under the direction of Creative Empowerment Opportunities will be required to review and familiarize himself or herself with the policies and procedures of Creative Empowerment Opportunities and submit to all new hire requirements including Recipient Rights, Universal Precautions, and HIPAA. A file with such information as name, address, telephone number, will be kept with all other employment files.

## **902 VISITORS AND UNWANTED VISITORS**

All visitors must check in at the front office, sign in and obtain a visitors pass. All visitors entering the building will enter via the front door and will wait until assisted and/or accompanied by an employee. Any visitors entering from the rear doors of the building will be requested to report to the front office. All visitors who come to the building to drop off or pick up a Person Served will be requested to sign the Person Served pick up/drop off log.

If an unwanted visitor does arrive at Creative Empowerment Opportunities, they will be asked to leave the building and parking lot. In the event that an unwanted visitor refuses to leave the premises, then the management personnel should be contacted to facilitate the unwanted person with complying with the request to leave. In the event that the visitor becomes hostile, management personnel will immediately call 911 and report the situation.

## **903 NO SOLICITATION**

In the interest of efficiency and for the protection of our employees, Creative Empowerment Opportunities has adopted the following policy concerning solicitation and distribution of materials by employees and non-employees. There shall be no solicitation or distribution of material by any employee or non-employee during the working time of the employee or the working time of the person being solicited.

Solicitation or distribution of materials or literature by non-employees on Creative Empowerment Opportunities premises is expressly prohibited at all times. Please escort unauthorized persons to management.

## **904 MEDIA RELEASES AND PHOTOGRAPHY OF PERSON SERVED**

Information is not to be given to the media. If contact is made by the media directly to Creative Empowerment Opportunities, employees on duty should request the name of the caller, the telephone number where the person can be reached, and the name of the media represented. Inform the media representative that the Executive Director will return the call. The employer shall respond to the media in a timely and professional manner through its designated spokespersons. Only those officially designated by the employer have the authorization to speak on behalf of the organization. The employee shall advise management

of any such calls at once. Employees must not speak to the media on the employer's behalf. Employees must respond to all media questions only by replying that you are not authorized to comment for the employer or that you do not have the information being sought. Employees should then take the name and contact information of the media organization and inform their supervisor. Employees should never release the home telephone number of any other employee or Person Served, including management staff. No member of the press should be allowed in Creative Empowerment Opportunities without the express approval of the Executive Director.

No employee of Creative Empowerment Opportunities may take photographs of any Person Served except for purposes of company identification badges and authorization release. Additionally, employees of Creative Employment Opportunities may not allow any other person to photograph or tape a Person Served while in the care of Creative Empowerment Opportunities. In case of unauthorized photography or taping of a Person Served, the employee must notify management immediately.

## **905 INSPECTION OF CONTAINERS AND PACKAGES**

Creative Empowerment Opportunities reserves the right to inspect all containers and packages being brought into or leaving the premises such as boxes, bags, lunch buckets, brief cases, etc. at all locations on Creative Empowerment Opportunities premises.

## **906 CODE OF ETHICS**

### **Business:**

1. Creative Empowerment Opportunities will conduct all business practice within the legal standards that are established by the federal, state and local governments.
2. Creative Empowerment Opportunities will implement and maintain all rules and requirements that are outlined within the contracts with funding agencies.
3. Creative Empowerment Opportunities will maintain adequate insurance as required by funding agency contracts.
4. All persons connected with Creative Empowerment Opportunities will refrain from using the organization's resources for personal gain. No person shall use staff time, mailing lists, equipment, money or any other company resource for private gain.
5. No person connected with Creative Empowerment Opportunities will disclose any real or potential conflict of interest.
6. All persons connected with Creative Empowerment Opportunities will refrain from taking any actions with the intent to bind the organization legally or ethically, with the only exceptions of the Executive Director and Chief Finance Officer.
7. All persons connected with Creative Empowerment Opportunities will make all decisions based on the best interest of the organization as a whole.

### **Marketing:**

1. Creative Empowerment Opportunities will conduct all marketing activities in an honest and forthright manner. All marketing activities will be reviewed prior to implementation to assure compliance with local ordinances, government regulations and rules regarding non-profit 501 C (3) status.

### **Contractual Relationships:**

1. Employees will maintain professional relations with all contracting agencies.
2. Employees will disclose if there is a conflict of interest with a contracting agency.
3. Creative Empowerment Opportunities will not engage in illegal activities to obtain contracts.

## **Service Delivery**

### a. Conflict of Interest:

Employees and the Board of Directors have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which Creative Empowerment Opportunities wishes the business to operate. The purpose of these guidelines is to provide general direction so those employees and the Board of Directors can seek further clarification on issues related to the subject of acceptable standards of operation.

### **Actual or Potential Conflict of Interest:**

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in personal gain for that employee, member of the Board of Directors, or for a relative as a result of Creative Empowerment Opportunities business dealings. Other actual or potential conflicts of interest may occur when an employee or member of the Board of Directors is in a position to influence the care being given to a Person Served receiving services from Creative Empowerment Opportunities in a positive or negative manner, such as a relative. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

### **Personal Relationship with Persons Served:**

Except for very limited and specifically defined situations, Creative Empowerment Opportunities will not schedule immediate family members as an employee to care for family members who are receiving services from Creative Empowerment Opportunities. This may occur in emergency situations only.

An employee or representative of Creative Empowerment Opportunities shall not act as a guardian, trustee, conservator, or act as power of attorney for a person currently being served in the program, unless such person served is related to the person acting as guardian, trustee, conservator, or power of attorney within the third degree of blood relationship, or the person was guardian prior to employment at Creative Empowerment Opportunities. If an employee has an affidavit of Domestic Partnership on file in the HR office, they may serve as guardian, conservator or trustee of the children of their domestic partner. Employees who are a step parent to a person served are allowed to serve as guardian, conservator or trustee for their step child.

### **Outside Transactions:**

Transactions with outside firms must be conducted within a framework established and controlled by the executive level of Creative Empowerment Opportunities. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit Creative Empowerment Opportunities, the employee, the Board of Directors, or all. Promotional plans that could be interpreted to involve unusual gain require specific executive level approval.

### **Presumption of Culpability:**

No "Presumption of Culpability" is created by the mere existence of a relationship with outside firms or employees/member of the Board of Directors and Person Served outside of service hours. However, if an employee or member of the Board of Directors has any influence on transactions involving purchases, contracts, or leases, etc. it is imperative that he or she disclose to an officer of Creative Empowerment Opportunities as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

If a Person Served feels that he/she has been treated differently or unjust as a result of their relationship with an employee/member of the Board of Directors after service hours, he/she should report this to management immediately, if this does not rectify the situation you should then begin the grievance procedure.



**Personal Gain:**

Personal gain may result not only in cases where an employee, member of the Board of Directors, or relative has a significant ownership in a firm with which Creative Empowerment Opportunities does business but also when an employee, member of the Board of Directors, or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving Creative Empowerment Opportunities. Creative Empowerment Opportunities believes that the only proven basis for the maintenance of good business relationships are mutual cooperation and respect based on quality, service and price. In line with these beliefs, it is essential that all management personnel and other employees of Creative Empowerment Opportunities conduct their business in keeping with the highest standards of business ethics at all times.

The receipt of business gifts, by any member of management or any other employee of Creative Empowerment Opportunities is inconsistent with these principles. Such action by an employee is highly improper, in that it raises questions with respect to the integrity of both the donor and the recipient of the gift, and it may represent a definite conflict of interest for persons involved. It is the policy of Creative Empowerment Opportunities that no employee is to accept personal favors, gifts, (other than normal advertising novelties of nominal cost), or unusual or elaborate entertainment from any individual or firm with which Creative Empowerment Opportunities has any past, present, or possible future business relationship. Employees of Creative Empowerment Opportunities are prohibited from accepting gifts of money, goods, services or gratuities from any person who receives benefits or services from the agency, or who is otherwise in a position to benefit from such gifts to our employees.

**Products/Services:**

Products or services shall not be purchased by Creative Empowerment Opportunities from employees or members of employee's immediate family without approval of the Executive Director.

**Volunteering:**

Employees cannot volunteer to do work for Creative Empowerment Opportunities where the work is the same or similar to the work they are normally paid to perform. Furthermore, workers with disabilities may volunteer to perform certain tasks for a non-profit without creating an employment relationship if:

1. The worker is legally competent to freely volunteer (or, when appropriate, his or her parent or guardian approves).
2. The task performed is substantially different from work that the individual performs during duty hours.
3. The task is performed outside normal duty hours.
4. The task is of the type that would normally be classified as "volunteer" work.
5. The task is not part of the business or commercial activities of a non-profit organization.

**Non-Disclosure:**

The materials, products, designs, plans, ideas, and data of Creative Empowerment Opportunities are the property of Creative Empowerment Opportunities and should never be given to an outside firm or individual except through normal channels and with appropriate authorization. Any improper transfer of material or disclosure of information, even though it is not apparent that an employee has personally gained by such action, constitutes unacceptable conduct. Any employee or member of the Board of Directors who participates in such a practice will be subject to disciplinary action, up to and including termination of employment and legal action.

**b. Exchange of:**

1. Gifts are permitted to be given to Persons Served when given by a group of employees to recognize Birthdays or holidays. It is not acceptable for employees to give a Person Served a gift and gifts are never to be given as a bribe or for personnel gain.

2. It is acceptable for guardians to donate to Creative Empowerment Opportunities.
  3. Person Served money will be maintained in separate zipper bags and in a locked area if required by the IPOS. All money that is held for a Person Served will be recorded when spent in the daily SOAP note and will have a monthly ledger done. Their money will only be spent on items that they select and will not be used to purchase items or activities for others or employees.
  4. We are strongly opposed to having employees accept gifts of any kind from firms, family members or Persons Served for whom we provide care or who have a direct business relationship with us. It must be made clear that our business decisions are made entirely on the basis of merit, as accurately as can be determined. If you receive a gift or are asked to accept a gift, promptly contact management.
  5. Employees are not permitted to borrow money from a Person Served or family members of a Person Served under any circumstances. Employees are also strictly prohibited from borrowing money from other employees.
  6. Employees are not to co-mingle, borrow or pledge funds of a Person Served. Michigan law makes it a misdemeanor, with the possibility of 2 years in jail, a \$25,000.00 fine or both, if convicted.
  7. All gratuities in the community for activities will be paid for employees by Creative Empowerment Opportunities.
- c. Personal Fundraising:
1. Employees are not permitted to conduct personal fundraising during the course of employment.
- d. Personal Property:
1. Employees are not permitted to bring personal property to work that could cause harm to the Person Served or distract them from doing their job duties.
  2. All personal property brought on the premise of Creative Empowerment Opportunities is the responsibility of the Person Served, employee, or visitor.
- e. Setting Boundaries:
1. Employees will follow each Person Served Individual Plan of Service as it relates to vocational services, psychological guidelines, physical, medical, and emotional needs.
  2. Employees and Board of Directors will provide quality services to all Persons Served who attend Creative Empowerment Opportunities programs.
  3. Creative Empowerment Opportunities employees and Board of Directors are committed to the principles of Gentle Teaching. All employees that have contact with Persons Served will be trained in Gentle Teaching and will be instructed to use these non-aggressive, reaffirming, and pro-active techniques in all dealings with Persons Served.
  4. Employees will be trained in non-violent crisis intervention and practices.
  5. Employees will refrain from having a personal relationship with Persons Served outside the course of employment unless it is written into the IPOS or through the course of additional employment.
  6. Employees are not permitted to have sexual relationships with Persons Served.

The employment of relatives of employees is permitted by Creative Empowerment Opportunities as long as qualifications for the position are met and, in the opinion of Creative Empowerment Opportunities, employing the relative will not create an actual or perceived conflict of interest. Managers who seek to hire, transfer or promote their own relatives must obtain prior approval from the Executive Director. Employees who are related are permitted to work in the same environment but are not permitted to supervise a relative. Direct supervision of an employee must be done by a non-related employee. In the event that conflict arises between relatives the employees could be transferred to another Creative Empowerment Opportunities location.

Relatives include a spouse, parent, parent-in-law, child, grandparent, grandchild, sibling, sibling-in-law, aunt, uncle, niece, nephew, step-relationships and any individual with whom an employee has a personal relationship.

Personal relationships may create an actual or perceived conflict of interest, and/or create the risk of sexual harassment/hostile work environment related claims. Thus, supervisors may not hire, promote or directly supervise any person with whom they have a personal relationship, nor may they engage in any personal relationships with their subordinates. A personal relationship includes, but is not limited to the following activities: dating, sharing the same household or other activities that may give rise to an inherent subjectivity or conflict of interest.

An employee must notify management of Creative Empowerment Opportunities if his or her relationship to another employee changes to fit the definition of “relative” above. The employee must notify management within 2 weeks of the change in the relationship status. This is considered adequate notice in order for Creative Empowerment Opportunities to make the appropriate changes. If a personal relationship develops between management and a subordinate, both employees are required to inform the appropriate manager.

Creative Empowerment Opportunities reserves the right to use its sole discretion in hiring, assigning and transferring relatives in a manner calculated to eliminate potential conflicts of interests or other employment complaints. To do this, Creative Empowerment Opportunities will take action that is fair and equitable and that will remove any direct reporting or management relationship between employees who are defined as “relatives”.

Similarly, Creative Empowerment Opportunities reserves the right to use its sole discretion in hiring, assigning or transferring employees who have personal relationships with co-workers. Creative Empowerment Opportunities will take action that is fair and equitable to eliminate any direct reporting or management relationship between employees who are involved in a personal relationship. Finally, Creative Empowerment Opportunities may change the placement of relatives and individuals involved in a personal relationship regardless of whether there is a direct reporting or management relationship if Creative Empowerment Opportunities determines that the personal relationship actually or potentially interferes with the employee’s job performance.

f. Witnessing of Documents:

1. Employees are permitted to witness the signatures of guardians on the authorizations for services.
2. Employees are not permitted to witness powers of attorney, guardianship, or advance directives.

**Professionalism:**

1. Creative Empowerment Opportunities employees and Board of Directors will treat people with dignity and respect regardless of their limitations, gender, culture, religion, age, socioeconomic status, language or sexual orientation.
2. All employees and Board of Directors will follow the written policies and procedures of Creative Empowerment Opportunities in the course of delivering service to the Person Served.
3. All employees and Board of Directors of Creative Empowerment Opportunities will maintain good moral character.
4. All persons connected with Creative Empowerment Opportunities will refrain from using the organization’s resources for personal gain. No person shall use staff time, mailing lists, equipment, money or any other company resource for private gain.
5. No person connected with Creative Empowerment Opportunities will disclose any real or potential conflict of interest.

6. All persons connected with Creative Empowerment Opportunities will refrain from taking any actions with the intent to bind the organization legally or ethically, with the sole exception of the Executive Director.

### **Human Resources:**

1. Creative Empowerment Opportunities will adhere to all established hiring practices within our personnel policies.
2. Creative Empowerment Opportunities will seek to hire employees with good moral character and the ability to be gentle teachers.
3. Creative Empowerment Opportunities will conduct all hiring and human resource practices within the legal standards that are established by the federal, state and local governments.
4. Creative Empowerment Opportunities will implement and update all trainings/hiring as outlined within the contracts of our funding agencies.
5. Creative Empowerment Opportunities will ensure that all employees are treated fairly and equally without discrimination against anyone based on their race, sex, sexual orientation, marital status, religion, disabilities, weight, etc.

### **Technology:**

1. Creative Empowerment Opportunities will utilize technology to promote integration and the wellbeing of all Persons Served and stakeholders.
2. The technology policy of Creative Empowerment Opportunities will be followed.
3. Employees are not permitted to post personal information or images of Person Served on social media.

### **Social Media**

As an employee of Creative Empowerment Opportunities, it is your responsibility to know and adhere to the Code of Conduct set forth in the Employee Handbook. Social media is monitored and discussing Creative Empowerment Opportunities on social media is discouraged.

Creative Empowerment Opportunities respects the legal rights of our employees, and this policy is not intended to nor will it be applied to limit those rights. Activities inside or outside of work that affect the employer's interests in confidential or proprietary information, our partners and competitors, or the privacy, comfort and safety of our individuals and employees is the proper focus for this policy. What an employee writes online can be read by anyone, and to the extent that an employee's personal behavior negatively impacts the employer's interests, the employer has the right to take disciplinary action against the employee up to and including termination.

1. Posting anything on any form of social media is permanent. Be responsible, respectful and use your best judgment when referring to any aspect of your employment or past employment with Creative Empowerment Opportunities. You are responsible for all of the content you publish on social media forums.
2. If you choose to post information regarding your employment or past employment, you must disclose that the information and/or views you are expressing is solely yours and not those of Creative Empowerment Opportunities.
3. Employees must comply with all securities regulations and other laws. Employees must comply with HIPAA regulations and employer confidentiality procedures.
4. It is never acceptable to post information regarding a Person Served, including pictures of a Person Served receiving services from Creative Empowerment Opportunities. If you violate this policy, you may be subject to disciplinary action up to and including termination of employment and Recipient Rights will be contacted and will be forwarded all information regarding the violation of a Person Served rights.

5. Any social media use that violates the employer's discrimination or harassment policies is strictly prohibited. This includes comments and images that are vulgar, obscene, defaming, threatening, intimidating, or harassing, or comments or images that in any way target someone on the basis of age, race, religion, sex, ethnicity, nationality, disability, pregnancy or other protected classes, status, or characteristic. Show proper consideration for others' privacy and for topics that may be considered objectionable or inflammatory such as politics and religion.
6. It is never acceptable to post any proprietary information of Creative Empowerment Opportunities. The commercial use of any of Creative Empowerment Opportunities protected intellectual property, including trademarks, logos, and photographs on social media forums without permission are strictly prohibited. If you violate this policy, you may be subject to disciplinary action up to and including termination of employment.
7. Harassing or unreasonably pressuring other employees to connect with you via social media is strictly prohibited.
8. Creative Empowerment Opportunities may observe content and information made available by employees through social media.
9. Accessing Social Media during working hours is strictly prohibited and may result in disciplinary action up to and including termination of employment. The Office of Recipient Rights will also be contacted with your information and the Individuals' in your care that you have neglectfully disengaged.
10. Subject to applicable law, after-hours online activity that violates Creative Empowerment Opportunities Code of Conduct and policies may be subject to disciplinary action up to and including termination of employment.
11. As an employee of Creative Empowerment Opportunities, you have acknowledged that you will adhere to all company policies and procedures. Remember, it is your responsibility to disclose any information regarding a Person Served that has been posted on social media to management immediately. Failure to do so may result in a Recipient Rights violation against you as well as disciplinary action up to and including termination of employment.
12. Duty to Report. All employees have a responsibility to immediately report to their supervisors any violation of this social media policy.
13. No Retaliation. The employer prohibits taking negative action against any employee for reporting a possible violation of the social media policy or for cooperating in an investigation. Any employee who retaliates against another for reporting a violation or for cooperating in an investigation will be subject to disciplinary action.

### **Advocacy:**

1. Creative Empowerment Opportunities will advocate on the behalf of the Person Served to ensure that standards of care and freedoms are maintained.
2. Creative Empowerment Opportunities will be in regular attendance at Easter Seals MORC Vocational Provider, Easter Seals MORC General Providers, Macomb County Provider, Macomb County Provider Alliance, Provider Alliance of Wayne County, Community Living Services, Detroit Wayne Community Mental Health Authority, and any additional groups to advocate.

### **Corporate Citizenship:**

1. Creative Empowerment Opportunities will function as a positive member of the community by providing supports for citizens with Intellectual Disabilities and in recovery from mental illness.
2. Creative Empowerment Opportunities will follow all state and federal guidelines for employment, business operations, transportation, financial, tax liabilities, etc.

**Education of the Code of Ethics:**

1. The Code of Ethics will be provided in the Employee Handbook and taught to all new hires upon initial hire and with retraining in the event that it is updated.
2. The Code of Ethics will be provided to all new Board of Directors in the Employee Handbook upon accepting a position with retraining in the event that it is updated.
3. The Code of Ethics will be provided to the Person Served in the Person Served Handbook which is available on DVD format for training.
4. The Code of Ethics will be posted for stakeholders to review at each location.

**Prohibition of:**

## a.) Waste:

1. Creative Empowerment Opportunities employees and Board of Directors will completely document all expenditures, will open financial records for audits by state or federal authorities when required, and will budget responsibly for present and future expenditures in order to continue Creative Empowerment Opportunities as a solvent entity.
2. All Person Served funds will only be used for the Person Served needs and will follow the guidelines established in the Plan of Service in addition to Creative Empowerment Opportunities policies on personal property.

## b.) Fraud:

1. Creative Empowerment Opportunities will monitor documentation to reduce the potential of fraud.
2. All documentation errors that have caused improper billing of Medicaid funds will be reported to the funding agency and if needed retribution will be made.

## c.) Abuse:

1. Abuse of the Person Served will not be tolerated and will be immediately reported to the Office of Recipient Rights in addition to all other stakeholders (Police, Adult Protective Services, Funding Agencies, and Guardians) as required.

## d.) Other Wrongdoing:

1. All other wrongdoing that is addressed in the Employee Handbook and the Personnel Policies will be addressed by following the written protocol.

**Grievances:**

1. A Person Served or employee can file a grievance form if she/he has a concern or problem that needs resolution.
2. Creative Empowerment Opportunities will follow the policies established for addressing a grievance.
3. Persons Served will be provided assistance in filling out a grievance if needed.
4. There will be no retaliation or reduction of services for filing a grievance against Creative Empowerment Opportunities.
5. The statute of limitations to file a grievance is 10 calendar days.

**Violations:**



1. A violation of the Code of Ethics that is made by personnel will be recorded on a Disciplinary Action form and will be maintained in the personnel file.
2. A violation of the Code of Ethics that is recipient rights violation will be reported to the Office of Recipient Rights.
3. A violation of Creative Empowerment Opportunities Code of Ethics shall be submitted in writing to the Executive Director.
4. A minor violation of the Code of Ethics (one which does not cause substantial harm to Creative Empowerment Opportunities, its employees, Persons Served or stakeholders) shall result in disciplinary verbal counseling by the Executive Director or designee. The written verbal

disciplinary action will be given within 24 hours of acknowledgment of the incident or when the employee reports back to work.

5. A substantial violation of the Code of Ethics (one which does cause substantial harm to Creative Empowerment Opportunities employees, Persons Served, or stakeholders) shall result in disciplinary action up to and including discharge by the Executive Director. The written disciplinary action will be given with 24 hours of acknowledgment of the incident or when the employee reports back to work. Reports of substantial violation of the Code will be made to the Board of Directors at the next regular meeting.
6. Persons Served will be provided assistance in filling out a violation of the Code of Ethics if required.
7. There will be no retaliation against anyone who reports a violation of the Code of Ethics.

### 907 COMMUNITY PROCEDURE CHECKLIST

Employees are expected to follow the Community Procedure Checklist when engaging Persons Served in community-based skill building activities. All rules and social etiquette of the community-based activity should be followed and role modeled by Direct Supports Professionals. Direct Supports Professionals and management will be required to sign the checklist before leaving the facility (see below) and will be held responsible for all duties he/she is assigned for the day. All deviations from the Community Procedure Checklist must be approved by management prior to implementation. Unauthorized deviations from the checklist will result in disciplinary action and possible termination of employment. Refer to Policy and Procedure #508 for further details.


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 "Empowering People for Success"
 

**COMMUNITY PROCEDURE CHECKLIST**

Date: \_\_\_\_\_ Vehicle # \_\_\_\_\_ Gas Card: \_\_\_\_\_ Cell Phone # ( ) \_\_\_\_\_

Funds Received: Yes [  ] No [  ] Amount Received: \$ \_\_\_\_\_ (Receipts must be turned into the Manager upon return.)  
 If personal vehicle is being used, is a Personal Vehicle Inspection Current and on file? Yes [  ] No [  ]

Person Served Name	Person Served Name	Person Served Name	Person Served Name
1.	1.	1.	1.
2.	2.	2.	2.
3.	3.	3.	3.
4.	4.	4.	4.
5.	5.	5.	5.
6.	6.	6.	6.

**HEAD COUNT ACKNOWLEDGEMENT			**HEAD COUNT ACKNOWLEDGEMENT			**HEAD COUNT ACKNOWLEDGEMENT			**HEAD COUNT ACKNOWLEDGEMENT		
#1:	#2:	#3:	#1:	#2:	#3:	#1:	#2:	#3:	#1:	#2:	#3:
Responsible Direct Support Professional's Signature			Responsible Direct Support Professional's Signature			Responsible Direct Support Professional's Signature			Responsible Direct Support Professional's Signature		

**\*Do NOT switch your Person Served assignment without approval from your manager.**  
**\*\*DIRECT SUPPORT PROFESSIONAL SHOULD PERFORM A MINIMUM OF 3 HEAD COUNTS WHILE OUT IN THE COMMUNITY. #1: FIRST CHECK TO BE DONE AFTER ARRIVING TO THE ACTIVITY LOCATION. #2: SECOND HEAD COUNT TO BE DONE AFTER LEAVING THE ACTIVITY LOCATION AND ENTERING THE VAN. #3: THIRD HEAD COUNT TO BE DONE WHEN RETURNING BACK TO THE CEO FACILITY (EXITING THE VAN/ENTERING THE BUILDING). DSP INITIAL FOR HEAD COUNT AFTER IT IS PERFORMED.**  
**\*\*TIME DEPARTING THE PROGRAM: ARRIVAL TIME BACK TO THE PROGRAM:**  
**\*The departure and return times must reflect the Attendance sheet and the Data Collection sheet.**  
**\*\*There will be two (2) times entered in time departing. 1<sup>st</sup> time is for OCHN prep time 1/2 hour before and the 2<sup>nd</sup> time will be the actual time departing the program. Only OCHN Person Served uses the prep time on their attendance. The 2<sup>nd</sup> time will be for all CMH Person Served attendance.**

Activity Description	Start/End Time	Location
AM		
LUNCH		
PM		
Deviated Activity		Approved Signature: _____

Do you have the following items?	Yes	No	NA	Do you have the following items?	Yes	No	NA
Copy of Community Procedure Checklist (with hard copy of map and QR code)				Universal Precautions Supplies/Sun Block/Bug Spray			
Emergency Vehicle Kit				Data Collection Books/Progress notes (must remain locked in van)			
Medications				Activity Supplies			
Need to Know/Name tags				Community Readiness Kit			
Community Flash Cards				Other:			

Medications		
Medication Recipient's Name	Medication/Dose/Time/Route	Trained Direct Support Professional Responsible

\*Trained Direct Support Professional is responsible for all Medications. Medications must be kept in a locked container. Medications must be signed out.

By signing below, I understand and will adhere to the following:

**Before Departure:**

1. Gather name tags and Need to Know cards.
2. Review and obtain all necessary medications, medical requirements, and adaptive equipment.
3. Have a copy made and turn in original Community Procedure Checklist.
4. Gather all items required for the community outing including the Community Readiness Kit & Flash Cards.
5. Complete all required documentation in the vans.
6. Ensure all lunches are secured in the back of the van or under direct supervision of a DSP. **THERE IS TO BE NO SMOKING, EATING OR DRINKING IN THE VANS.**

**In Community:**

7. Maintain a professional image. Adhere to all policies.
8. In the event that a group arrives at a greater community outing location and fifty percent or more of the persons served do not wish to exit the van to participate in the outing, the Direct Support Professional should park and notify their Program Manager/Supervisor to re-assign the group to a new activity location.
9. Each community location will have a Community Information profile which provides a picture of the location, location information on address, contact, safety, lunch, restroom, outing guidelines, etc. as well as a map which displays the route CEO vehicles/Direct Support Professionals should follow for entering and exiting the location. In the event that the transporter is unable to follow the designate route on the map due to construction, emergency vehicle etc. they will follow all traffic laws and exercise caution in choosing an alternate route with the least amount of hazards/amount of traffic present.
10. **DO NOT DEPART** from the Community Procedure Checklist, without management approval. **DEVIATIONS INCLUDE STOPPING FOR PERSONAL BUSINESS OF ANY KIND AND/OR STOPPING FOR FOOD INCLUDING FAST FOOD/DRIVE THRU.** Deviations from the schedule, in the event of emergency situation and/or a behavioral issue that requires immediate attention will be allowed.
11. Obtain receipts for any money spent that the Direct Support Professional was responsible to track.
12. Do not complete your data collection in the community. Data Collection Manuals should be left locked in the van during the activity.
13. Clean up all areas that the group uses.
14. No cell phone use UNLESS for emergency purposes.

**Upon Return:**

15. Inform Management of any concerns (writing an Incident Report if necessary)
16. Address any vehicle concerns by completing a work order.
17. Document in data collection books addressing goals and objectives.

**Always:**

Follow the Person Served Plan of Service regarding level of supervision required.

**\* Failure to follow the above rules can result in immediate termination of employment.**

Direct Support Professional Signature \_\_\_\_\_ Date \_\_\_\_\_

Direct Support Professional Signature \_\_\_\_\_ Date \_\_\_\_\_


Direct Support Professional Signature \_\_\_\_\_ Date \_\_\_\_\_

Direct Support Professional Signature \_\_\_\_\_ Date \_\_\_\_\_

Direct Support Professional Signature \_\_\_\_\_ Date \_\_\_\_\_

Monitoring Personnel \_\_\_\_\_ Date \_\_\_\_\_

Revised 1/2022-CLF - Person Served: Community Procedure Checklist  
 Creative Empowerment Opportunities Inc. DBA Creative Empowerment Opportunities, a Michigan non-profit service corporation and an equal opportunity at-will employer.



### 908 COMMUNITY EMPLOYMENT SITES

Employees assigned to provide employment training and mentoring are expected to abide by the rules and safety guidelines of the employer. Employees should familiarize themselves with the employer handbook, and ensure that they teach the workplace rules to the Person Served through positive role modeling.

**909 COMMISSION OF ACCREDITATION FOR REHABILITATION FACILITIES**

Creative Empowerment Opportunities is accredited by the Commission of Accreditation for Rehabilitation Facilities, (Hereinafter referred to as CARF) and has made a commitment to continue to pursue accreditation on a regular basis.

CARF is a private, not-for-profit organization that promotes quality rehabilitation services. It does this by establishing standards of quality for organizations to use as guidelines in developing and offering their programs or services to Person Served. CARF uses the standard to determine how well an organization is serving its Persons Served and how it can improve.

CARF accredited programs and services have demonstrated that they substantially meet internationally recognized standards. CARF accreditation means that you can be confident that an organization has made a commitment to continually enhance the quality of its services and programs, and its focus is on Person Served satisfaction.

**910 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

Health Insurance Portability and Accountability Act, (hereinafter referred to as HIPAA) was enacted as a broad attempt at healthcare reform. One of the more difficult practical aspects of HIPAA is its Minimum Disclosure requirement. This means that we must take reasonable efforts not to use or disclose more personal information than is actually necessary to do the job, and only to those with a need to know the information.

A training manual has been developed to train all employees on HIPAA. All employees are required to complete HIPAA training during orientation and annually.

HIPAA also requires all covered entities to designate a Privacy Officer to deal with questions and complaints. Our Privacy Officer is the Chief Financial Officer. If you have questions, please see management for the Privacy Officer’s name and address. This person’s name and address is also posted in a prominent place in the workplace.

a. Acknowledgement – 910 Health Insurance Portability and Accountability Act;



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“Empowering People for Success”



**EMPLOYEE HANDBOOK: 910 HIPAA  
HEALTH INSURANCE PORTABILITY AND  
ACCOUNTABILITY ACT**

**ACKNOWLEDGEMENT**

By signing below, I agree to the following terms:

- I. I have read and completed the Health Insurance Portability and Accountability Act (Hereinafter referred to as HIPAA) training in-service.
- II. I understand and agree that any computers, software, printed material and storage media provided by Creative Empowerment Opportunities, for my use contains proprietary and confidential information about Creative Empowerment Opportunities, and the Persons Served receiving services. I understand that this information and the media provided are the sole property of Creative Empowerment Opportunities, at all times.
- III. I agree that I shall not copy, duplicate (except as part of my job at Creative Empowerment Opportunities), otherwise disclose or allow anyone else to copy or duplicate any of this information or any media.
- IV. I agree that if I leave the employment of Creative Empowerment Opportunities, for any reason, I shall immediately return the original and any copies of any printed material or other media provided to me by Creative Empowerment Opportunities, that is either in my possession or otherwise in my control.
- V. I understand that violations of the HIPAA Privacy Policy and/or any non-disclosure statements of Creative Empowerment Opportunities may result in disciplinary action, up to and including termination of employment.
- VI. I agree that I will not share proprietary information concerning any Persons Served with persons not employed by Creative Empowerment Opportunities. I further agree that I will report any breaches of this policy immediately to management.
- VII. I agree that I will limit my searches for information to that which is needed for me to do my job. I will use care to safeguard all Persons Served information.

\_\_\_\_\_  
Employee Name (Printed) Date

\_\_\_\_\_  
Employee Signature Date <sup>28</sup> Revised  
10/17/15 SE-R-3149-3149 Policy 910 Health Insurance Portability and Accountability Act (Acknowledgement)  
Creative Empowerment Opportunities Inc. DBA Creative Empowerment Opportunities, a Michigan non-profit  
service corporation and an equal opportunity at-will employer.





## 911 WHISTLEBLOWER'S ACT

Creative Empowerment Opportunities Code of Ethics and Conduct requires directors, officers and employees to observe high standards of business and person ethics in the conduct of their duties and responsibilities. As employees and representatives of the organization, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

- A. Reporting Responsibility – It is the responsibility of all directors, officers and employees to comply with the Code to report violations or suspected violations in accordance with this Whistleblower Policy.
- B. No Retaliation – No director, officer or employee who, in good faith, reports a violation of the Code shall suffer harassment, retaliation or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to disciplinary action up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within the organization prior to seeking resolution outside the organization.
- C. Corporate Compliance Officer – The organization's Compliance Officer is responsible for investigating and resolving reported complaints and allegations concerning violations of the Code and, at his/her discretion, shall advise the Executive Director and/or the Board of Directors. The Corporate Compliance Officer has direct access to both the Executive Director and the Board of Directors and is required to report to both parties at least annually on compliance activity.
- D. Reporting Violations – The Code addresses the organization's open door policy and suggests that employees share their questions, concerns, suggestions or complaints with someone who can address them properly. In most cases, an employee's Program Manager is in the best position to address an area of concern. However, if you are not comfortable speaking with your Program Manager or if you are not satisfied with your supervisor's response, you are encouraged to speak with your Program Supervisor anyone else in the management team whom you feel comfortable in approaching. Management is required to report suspected violations of the Code of Conduct to the organization's Corporate Compliance Officer, who has specific and exclusive responsibility to investigate all reported violations. For suspected fraud, or when you are not satisfied or are uncomfortable with following the organization's open door policy, employees may identify themselves or anonymously contact the organization's Corporate Compliance Officer via writing at: "Attention Corporate Compliance Officer, 34820 Harper Ave., Clinton Twp., MI 48035".
- E. Accounting and Auditing Matters – The Board of Directors shall address all reported concerns or complaints regarding corporate accounting practices, internal controls or auditing. The Corporate Compliance Officer or Executive Director shall immediately notify the Board of Directors of any substantial complaint and work with the board of Directors until the matter is resolved.
- F. Acting in Good Faith – Anyone filing an offense concerning a violation or suspected violation of the Code must be acting in good faith and have reasonable grounds for believing the information disclosed constitutes a violation of the Code. Any allegations that prove not to be substantiated or which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offence.
- G. Confidentiality – Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.
- H. Handling of Reported Violations – The Corporate Compliance Officer will notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

## TABLE OF CONTENTS

	POLICY	PAGE
INTRODUCTION	Introductory Statement	2
	Mission Statement	2
	Vision Statement	2
	Handbook Changes	2
	(insert) Employee Acknowledgement	2
EMPLOYMENT	POLICY	PAGE
	101 Nature of Employment	3
	102 Employee Relations	3
	103 Equal Employment Opportunity	3
	104 Hiring of Relatives	4
	105 Employee Medical Examinations	4
	106 Immigration Law Compliance	5
	107 Conflicts of Interest	5
	(insert) Conflicts of Interest Acknowledgment	7
	108 Outside Employment	8
	109 Nondisclosure	8
	110 Management Rights	8
	111 Grievance Policy and Procedure	9
(insert) Grievance Form	10	
EMPLOYMENT STATUS & RECORDS	POLICY	PAGE
	201 Employment Categories	10
	202 Access to Personnel Files	10
	203 Employment Reference Checks	12
	204 Orientation Period	12
	205 Employment Applications	13
	206 Employment Requirements and Conditions	13
	207 Performance Evaluation	15
	208 Job Description	15
	209 Promotions & Demotions	16
	210 Training	16
	211 Motor Vehicle Record Guidelines	17
	(insert) Acknowledgement of Compliance With Employee Handbook 211 and Motor Vehicle Guidelines and 508 Transporting Persons Served	19
	(Insert) Vehicle Mileage Log	20
(Insert) Vehicle Daily Checklist	21	
212 Data Collection Requirements	22	

EMPLOYEE BENEFIT PROGRAMS	POLICY	PAGE
	301 Employee Benefits	25
	302 Paid Sick Leave and Vacation Pay	25
	303 Paid Sick Leave	26
	304 Holidays	26
	305 Workers' Compensation Insurance	27
	306 Group Insurance	28
	307 Bereavement Leave	28
	308 Jury Duty	29
	309 Benefits Continuation (COBRA)	29
310 Social Security	30	

TIMEKEEPING/ PAYROLL	401 Timekeeping	30
	402 Paydays	31
	403 Employment Termination	31
	404 Attendance and Punctuality	32
	(Insert) Personal Days Log	34
	405 Mileage	34
	406 Expense Reports	34

WORK CONDITIONS & HOURS	POLICY	PAGE
	501 Safety	35
	502 Work Schedules	36
	503 Employer Phone & Mail Systems	36
	(Insert) Employer Phone & Mail Systems Acknowledgement	37
	504 Use of E-mail, Voice Mail, Internet, Cell Phones & Social Media	37
	505 Breaks	40
	506 Overtime	40
	507 Use of Equipment & Vehicles	41
	508 Transporting Person's Served	41
	509 Emergency Closings	47
	601 Maternity Related Absences	47
	602 Medical Evaluations	47
	603 Family Medical Leave Act	48
604 Military Leave	53	

	POLICY	PAGE
EMPLOYEE CONDUCT & DISCIPLINARY ACTION	701 Employee Conduct & Work Rules	54
	702 Acceptance of Gifts and Loans	55
	703 Sexual & Other Unlawful Harassment	55
	704 Employee Honesty and Integrity	58
	705 Personal Appearance	58
	706 Creative Empowerment Opportunities-Property	59
	707 Criminal Conviction and Charges	59
	708 Resignation	60
	709 Drug & Alcohol Use/Substance Screening	60
	(Insert) Substance Screening Acknowledgment	63
	710 Workplace Violence	64

	POLICY	PAGE
PERSON SERVED	800 Person Served Rights	64
	801 Incidents and Accidents	65
	802 Person Served Absence without notice	65
	803 Reporting Recipient Rights Violations Including Abuse & Neglect	66
	(Insert) Requirements for Reporting Abuse and Neglect	68
	804 Mistreatment	75
	805 Confidentiality	75

	POLICY	PAGE
MISCELLANEOUS	900 Life Threatening Illnesses in the Workplace	77
	901 Volunteers	78
	902 Visitors and Unwanted Visitors	78
	903 No Solicitation	78
	904 Media Releases and Photography of Persons Served	78
	905 Inspection of Containers and Packages	79
	906 Code of Ethics	79
	907 Community Procedure Checklist	87
	(insert) Community Procedure Checklist	87
	908 Community Employment Sites	87
	909 Commission of Accreditation for Rehabilitation Facilities	88
	910 Health Insurance Portability and Accountability Act	88
	(Insert) HIPAA Acknowledgment	88
911 Whistleblower Act	89	

# Creative Empowerment Opportunities



# EMPLOYEE HANDBOOK

Revision Dates:	August 1995	November 2007	July 2019	June 2023
	October 1995	June 2008	March 2018	October 2023
	January 1996	May 2009	October 2018	
	November 1998	October 2010	May 2019	
	February 2002	March 2012	September 2019	
	April 2003	January 2013	November 2019	
	June 2004	January 2014	August 2021	
	October 2004	July 2014	January 2022	
	January 2006	January 2015	June 2022	
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	September 2007	April 2017	March 2023	

ISSUE DATE: JANUARY 26, 1993

Creative Employment Opportunities Inc. DBA Creative Empowerment Opportunities, a Michigan non-profit service corporation and an equal opportunity at-will employer.

