

# **GREATER REGIONAL HEALTH POLICIES & PROCEDURES**

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**GREATER REGIONAL HEALTH  
CRESTON, IOWA**

**Disciplinary Policy**

**SECTION: Human Resources**

**SECTION #: 1**

**SUBJECT: Disciplinary Policy**

**REFERENCE (TAG #):**

**REVIEWED BY: Human Resource Officer, Medical Center  
Administration, Board of Trustees**

**PRIMARY RESPONSIBILITY: Human Resource Officer**

**DISTRIBUTION: Administrative Policy Manual**

**DEPARTMENT DIRECTOR:**

**DATE:**

**ADMINISTRATIVE APPROVAL:**

**DATE:**

**MEDICAL DIRECTOR APPROVAL:**

**DATE:**

**EFFECTIVE DATE: 5/93**

**POLICY:** It is the policy of Greater Regional Health that all employees, volunteers, students, physicians and other persons whose conduct in the performance of work for the medical center is under the control of the medical center, whether paid or unpaid by the facility, are expected to comply with the medical center's Invisible Architecture and all policies and procedures. Any noncompliance with these standards must be remedied. The medical center is also committed to protecting the confidentiality, integrity and availability of protected health information at all times. Violations of privacy and security policies are taken seriously and will result in sanctions when workforce behaviors violate HIPAA privacy and security rights and the medical center's HIPAA policies and procedures. Due to the nature of the HIPAA regulation, the disciplinary procedure for HIPAA violations is addressed in a stand-alone section of this policy.

Following are some examples of conduct which may lead to disciplinary action, including discharge. The examples are not exhaustive and other instances of unacceptable performance or conduct may also result in an employee receiving various levels of disciplinary action, up to and including discharge:

- Performance that needs improvement as defined by the performance standards established for the job, and if not corrected, will result in not meeting standard.
- Failure to consistently meet the department work schedule, including excessive absenteeism, tardiness, not working the hours scheduled (i.e., clocking in or out earlier or later than scheduled) as well as refusal to work scheduled overtime.
- Failure to report absence or tardiness before shift begins.

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- Non-compliance with EMTALA rules and regulations including chart documentation requirements as specified within departmental policies and procedures.
- Personal grooming and dress not appropriate for work being performed.
- Demonstrated interpersonal relations that fall below standards.
- Unjust or unprofessional gossip or criticism of others.
- Carelessly damaging, destroying, defacing, or wasting property/supplies of GR.
- Sleeping on duty during your scheduled shift except in extenuating circumstances with pre-approval from management.
- Fighting or attempting bodily injury to another employee on GR premises or the use of abusive or threatening language to others at work.
- Unauthorized disclosure of confidential GR or patient information.
- Failure to provide proof of eligibility to work in the United States to Human Resources within **three** days from start date.
- The unlawful manufacture, distribution, dispensation, purchase, possession, use, or sale of a controlled substance or alcohol on GR premises or while conducting company business off GR premises.
- Falsifying GR records, including but not limited to, personnel or payroll records, including an employee's time record.
- Unauthorized possession of firearms or explosives on GR premises.
- Insubordination (absolute refusal to comply with reasonable instructions of an authorized supervisor).
- Violation of HIPAA security and confidentiality rules; detailed HIPAA disciplinary policy/procedure below. See HIPAA policies under HIPAA and HIPAA Health Plan in Administrative Policy Manual.
- Using tobacco products while on regular paid work time.
- *Failure of employee to report to GR within 48 hrs of a criminal conviction or founded child/dependent abuse as required by Iowa Code 135B.34 (5).*

#### OTHER APPLICABLE RULES:

- A. The progressive disciplinary process may also be applied to an employee who is experiencing a series of unrelated problems involving job performance and/or behavior.
- B. The use of progressive discipline is based on the belief that through open communication and cooperation, minor problems can be corrected before they become major problems, and the working relationship can continue and be improved. Because each situation is unique, the medical center may take any corrective action deemed necessary under the circumstances, in its discretion. In cases involving serious misconduct, such as a major breach of policy or violation of law, or in any case where medical center administration feels that the facts warrant an increase or decrease in the normal discipline, the normal

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progression of discipline will not be followed.

- C. The Medical Center CEO will assume the disciplinary responsibility in the absence of a human resources representative.
- D. Employees who believe that they have been disciplined too severely or without good cause are encouraged to utilize the grievance procedure.
- E. If an employee works three (3) years without further action being instituted under the disciplinary policy, the employee's past disciplinary record will normally not be considered for future performance appraisals or disciplinary action.

### **SCOPE OF POLICY; HIPAA**

GR is committed to protecting patient privacy and security by investigating all alleged/suspected patient privacy violations, violations of GR privacy and security policies and procedures, and setting facility wide standards for the discipline/corrective action of its employees regarding breaches and inappropriate access of patient's protected health information ("PHI") and violations of GR privacy and security policies and procedures. We intend these sanctions to serve as a deterrent to violations. Under the HIPAA privacy and security rules, we are obligated to enforce our privacy policies and procedures. Sanctions will be imposed on any individual who accesses, uses, or discloses sensitive information without proper authorization. Employees are not allowed to use their system access rights to access the system for personal reasons. Access to all medical center health information systems is for legitimate business purposes only.

Sanctions may include:

- Oral, written, and final written warnings
- Unpaid suspension
- Immediate termination of employment
- External reporting, possibly resulting in civil and criminal legal consequences:
  - To government agencies
  - To law enforcement
  - To licensing and registration boards

### **DEFINITIONS**

"Protected Health Information (PHI)" is defined as information that:

- Is created or received by a Covered Entity or employer; and
- Relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or payment therefor; and
- Identifies the individual or could be used to identify the individual.

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The following is a non-exclusive list of data items considered to be identifiable:

- Name;
- Geographic subdivision smaller than state;
- All elements of date of service except year;
- Telephone number(s);
- Fax number(s);
- E-mail addresses;
- Social Security numbers;
- Medical record numbers;
- Health plan beneficiary numbers;
- Account numbers;
- Certificate/license numbers;
- Vehicle identifier and serial numbers;
- Device identifiers and serial numbers;
- Web universal resource locators (URLs);
- Internet protocol (IP) address numbers;
- Biometric identifiers, including finger and voice prints;
- Full face photographic images and any comparable images; and
- Any other unique identifying number, characteristic or code.

PHI excludes the following:

- Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g;
- Student medical records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and
- Employment records held by a Covered Entity in its role as employer.

“Access” means to locate and read or view the information.

“Disclosure” means to release, transfer, provide access to, or divulge in any manner the information to other employees who do not need the information to do their jobs, or outside the entity holding the information.

### **Types of Violations:**

The type of privacy or security violation shall be determined according to the severity of the violation, whether the violation was intentional or unintentional (e.g., by reason of an error or inadvertently because of patient care), and whether the violation indicates a pattern or practice of improper use or disclosure of confidential patient information, violation of patient privacy, or violation of GR security policies and procedures. The degree of discipline may range from coaching to immediate termination, as determined by the investigation and the severity of the violation.

Generally, the four types of breach or violation are as listed below. However, GR may treat a violation as a higher category of violation based upon the facts of a specific violation.

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***Carelessness or Inadvertent:*** Defined as an unintentional or careless access, review, or disclosure by an employee and/or disclosure of PHI without authority. Examples include, but are not limited to:

- Employee discusses confidential patient information in a public area.
- Employee leaves a patient’s medical record unattended in an accessible area.
- Employee forgets to log off a computer terminal.
- Employee unintentionally leaves a computer terminal unattended in an accessible area with PHI unsecured.
- Employee carelessness or inattention to detail relating to PHI, such as faxing to the wrong fax number or selecting the wrong physician upon registration.
- Failure to de-identify or redact PHI for operations or business use.

***Failure to Follow Established Privacy and Security Policies and Procedures:*** Defined as acts resulting from failure to follow established privacy and security policies.

Examples include, but are not limited to:

- Failure to comply with established privacy and security policies such as policies prohibiting the sharing of passwords or leaving mobile devices containing PHI unattended or failing to secure electronic information in transit.
- Employee releases information to a caller about a patient who is designated as “No Information” status.
- Failure to take reasonable precautions to prevent incidental disclosure of highly sensitive PHI, such as incidental disclosure of HIV status.
- Employee routinely fails to log off computer terminal.
- Employee routinely leaves a computer terminal unattended in an accessible area with PHI unsecured.
- Employee fails to follow the minimum necessary standard (e.g. releasing more information than relevant regarding a work-related injury to a worker’s compensation carrier).
- Employee accesses their personal medical records outside of established policy/procedure (Self Access).
- Employee provides patient information i.e. discharge instructions, prescriptions, etc. to the wrong patient.
- Employee encourages another co-worker to access a record inappropriately.

***Deliberate or Purposeful Violation Without Harmful Intent or Malice:*** Defined as a deliberate unauthorized or inappropriate access or use, generally out of curiosity or concern, of PHI without harmful or malicious intent. Examples include, but are not limited to:

- Sharing ID/password with another coworker or requesting to use another person’s ID/password.
- Employee looks up birth dates or addresses of friends or relatives.
- Accessing and reviewing the medical record of a patient without authority solely out of curiosity or concern (includes accessing records of friends or family where verbal permission to review records has been expressed by the friend or family member). Verbal permission does not meet HIPAA authorization requirements.

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- Employee reviews a patient i.e. VIP, high profile, or public personality’s medical record without authority out of curiosity.
- Accessing patient census lists other than those designated for the employee’s job out of curiosity.
- Unauthorized disclosure of PHI (e.g. posting information, comment, picture without consideration of patient’s privacy which can lead to the identity of the patient on a social media platform).
- Repeated incidents of unintentional, inappropriate, or self-reported accidental acts.
- Employee discloses patient information without authority.

***Harmful Intent or Malice.***: Defined as an intentional access or disclosure of PHI with harmful intent or malice. Examples include, but are not limited to:

- Employee accesses or discloses PHI for use in a personal relationship.
- Employee gathers PHI to be sold.
- Accessing or allowing access to PHI without having a legitimate reason and disclosure or abuse of the PHI for with harmful or malicious intent.
- Tampering with or unauthorized destruction or disposal of PHI or other sensitive information.
- Deliberate acts that adversely affect the integrity, security, and confidentiality of patient information stored on UPH information systems (e.g. navigating to personal sites and introducing a virus or malware).
- Posting information, pictures, or other obvious identifiable information about a patient on a social media platform.

***Discipline/Corrective Action.***

All employees are subject to discipline/corrective action for privacy or security violations, regardless of position or job title. The following are guidelines for discipline/corrective action for, privacy and security violations. Risks to patient or employees and other serious offenses may warrant deviation from these guidelines. All levels of Discipline/Corrective Action related to Privacy/Security Violations are to be documented. Mandatory reporting to healthcare licensing boards should be completed if applicable.

***Carelessness or Inadvertent.***

- First Offense: Discipline/corrective action plan developed, documented, and signed by employee. Discipline/corrective action may include coaching, education, additional training, a verbal or written warning, suspension or termination of employment. Except in the case of termination, the employee may be required to repeat the HIPAA CareLearning module.
- Second and Later Offense(s) that occur within twelve (12)-month period: Progressive discipline. Additional violations of this type (careless or inadvertent) that occur after twelve (12) months shall be treated as a First Offense.

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**Failure to Follow Established Privacy and Security Policies and Procedures.**

- First Offense: Depending on the facts, discipline/corrective action may include a final written warning and suspension without pay, or termination. Except in the case of termination, a discipline/corrective action plan will be developed, documented, signed by employee, and employee may be required to repeat the HIPAA CareLearning module.
- Second Offense: Termination, with option to exercise discretion and consider recognized mitigating factors that may affect the final course of discipline.

**Deliberate or Purposeful Violation Without Harmful Intent or Malice.**

- Termination, with option to exercise discretion and consider recognized mitigating factors that may affect the final course of discipline.

**Deliberate or Purposeful Violation With Harmful Intent or Malice.**

- Termination.

**Considerations: Cooperation/Mitigation.** In determining the appropriate discipline or corrective action for privacy or security violations, an affiliate shall consider the following factors:

- Whether the employee took prompt and appropriate steps to mitigate the harmful effects of the violation.
- Whether the employee promptly and voluntarily reported the violation.
- Whether the employee has previous violations or relevant disciplinary history.
- The extent to which the employee cooperated in the investigation of the matter.
- The extent of the potential risk caused to the patients and to GR (e.g. the nature of the PHI and the amount of patients affected).
- Accessing records of friends or family where verbal permission to review records has been expressed by the friend or family member is a violation of this policy. Verbal permission does not meet HIPAA authorization requirements. In emergency settings or isolated settings where there is no other qualified staff available, staff should not hesitate to access or treat themselves or family members until another staff member becomes available.

**Reviewed/Revised/Date**

5/95,6/964/06,6/06	6/97 2/07,3/08	12/98 3/09,3/10	3/00 6/01, 3/11, 2/13, 2/14, 5/15	1/02 2/03	1/04,2/04	2/05,2/06
4-16 11-16	6/17	6/18; 5/19				

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**SANCTION GUIDELINES**

Level	Description of Violation	Recommended Disciplinary Action
<b>1</b>	<p><b><i>Carelessness or Inadvertent:</i></b> Defined as an unintentional or careless access, review, or disclosure by an employee and/or disclosure of PHI without authority. Examples include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Employee discusses confidential patient information in a public area.</li> <li>• Employee leaves a patient’s medical record unattended in an accessible area.</li> <li>• Employee forgets to log off a computer terminal.</li> <li>• Employee unintentionally leaves a computer terminal unattended in an accessible area with PHI unsecured.</li> <li>• Employee carelessness or inattention to detail relating to PHI, such as faxing to the wrong fax number or selecting the wrong physician upon registration.</li> <li>• Failure to de-identify or redact PHI for operations or business use.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>First Offense:</b> Discipline/corrective action plan developed, documented, and signed by employee. Discipline/corrective action may include coaching, education, additional training, a verbal or written warning, suspension or termination of employment. Except in the case of termination, the employee may be required to repeat the HIPAA CareLearning module.</li> <li>• <b>Second and Later Offense(s)</b> that occur within twelve (12)-month period: Progressive discipline. Additional violations of this type (careless or inadvertent) that occur after twelve (12) months shall be treated as a First Offense.</li> </ul>

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Level	Description of Violation	Recommended Disciplinary Action
2	<p><b><i>Failure to Follow Established Privacy and Security Policies and Procedures:</i></b>            Defined as acts resulting from failure to follow established privacy and security policies. Examples include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Failure to comply with established privacy and security policies such as policies prohibiting the sharing of passwords or leaving mobile devices containing PHI unattended or failing to secure electronic information in transit.</li> <li>• Employee releases information to a caller about a patient who is designated as “No Information” status.</li> <li>• Failure to take reasonable precautions to prevent incidental disclosure of highly sensitive PHI, such as incidental disclosure of HIV status.</li> <li>• Employee routinely fails to log off computer terminal.</li> <li>• Employee routinely leaves a computer terminal unattended in an accessible area with PHI unsecured.</li> <li>• Employee fails to follow the minimum necessary standard (e.g. releasing more information than relevant regarding a work-related injury to a workers compensation carrier).</li> <li>• Employee accesses their personal medical records outside of established policy/procedure (Self Access).</li> <li>• Employee provides patient information i.e. discharge instructions, prescriptions, etc. to the wrong patient.</li> <li>• Employee encourages another co-worker to access a record inappropriately.</li> </ul>	<ul style="list-style-type: none"> <li>• First Offense: Depending on the facts, discipline/corrective action may include a final written warning and suspension without pay, or termination. Except in the case of termination, a discipline/corrective action plan will be developed, documented, signed by employee, and employee may be required to repeat the HIPAA CareLearning module.</li> <li>• Second Offense: Termination, with option to exercise discretion and consider recognized mitigating factors that may affect the final course of discipline.</li> </ul>

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Level	Description of Violation	Recommended Disciplinary Action
3	<p><b><i>Deliberate or Purposeful Violation Without Harmful Intent or Malice:</i></b>            Defined as a deliberate unauthorized or inappropriate access or use, generally out of curiosity or concern, of PHI without harmful or malicious intent. Examples include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Sharing ID/password with another coworker or requesting to use another person's ID/password.</li> <li>• Employee looks up birth dates or addresses of friends or relatives.</li> <li>• Accessing and reviewing the medical record of a patient without authority solely out of curiosity or concern (includes accessing records of friends or family where verbal permission to review records has been expressed by the friend or family member). Verbal permission does not meet HIPAA authorization requirements.</li> <li>• Employee reviews a patient i.e. VIP, high profile, or public personality's medical record without authority out of curiosity.</li> <li>• Accessing patient census lists other than those designated for the employee's job out of curiosity.</li> <li>• Unauthorized disclosure of PHI (e.g. posting information, comment, picture without consideration of patient's privacy which can lead to the identity of the patient on a social media platform).</li> <li>• Repeated incidents of unintentional, inappropriate, or self-reported accidental acts.</li> <li>• Employee discloses patient information without authority.</li> </ul>	<ul style="list-style-type: none"> <li>• Termination, with option to exercise discretion and consider recognized mitigating factors that may affect the final course of discipline.</li> </ul>

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Level	Description of Violation	Recommended Disciplinary Action
4	<p><b><i>Harmful Intent or Malice.</i></b>: Defined as an intentional access or disclosure of PHI with harmful intent or malice. Examples include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Employee accesses or discloses PHI for use in a personal relationship.</li> <li>• Employee gathers PHI to be sold.</li> <li>• Accessing or allowing access to PHI without having a legitimate reason and disclosure or abuse of the PHI for with harmful or malicious intent.</li> <li>• Tampering with or unauthorized destruction or disposal of PHI or other sensitive information.</li> <li>• Deliberate acts that adversely affect the integrity, security, and confidentiality of patient information stored on UPH information systems (e.g. navigating to personal sites and introducing a virus or malware).</li> <li>• Posting information, pictures, or other obvious identifiable information about a patient on a social media platform.</li> </ul>	<ul style="list-style-type: none"> <li>• Step 4 - Termination</li> <li>• Criminal/Civil penalties as provided under HIPAA or other applicable Federal/State/Local law.</li> </ul>

**GREATER REGIONAL HEALTH  
CRESTON, IOWA**

**PROCEDURE: Disciplinary**

**DEPARTMENT: Human Resources**  
**SECTION: Disciplinary**  
**SECTION #: 1**  
**SUBJECT: Disciplinary**  
**REFERENCE (TAG #)/POLICY:**  
**REVIEWED BY: Human Resource Officer**  
**DISTRIBUTION: PROCEDURE MANUAL**

**EFFECTIVE DATE: May 2017**

The medical center endorses a progressive disciplinary process to remedy any deficiencies in an employee's behavior and/or performance. The disciplinary action serves to provide employees with notice of their deficiencies and an opportunity to improve. The normal application of discipline will be as follows:

When an employee is not meeting the medical center's Invisible Architecture, the employee's department director/supervisor should discuss the situation with the employee to correct the unacceptable behavior or performance. Notes from these discussions should be kept in the director/supervisor's files for reference. If after repeated attempts and no improvement have been made by the employee the director/supervisor will take the following action:

1. Unacceptable behavior or performance the director/supervisor will discuss the situation with the employee and give guidance to the employee as to what will be expected to improve the behavior or performance level. This will be considered a documented verbal warning (*Step 1*) for that employee. The original counseling statement will be sent to Human Resources for placement into the employee's personnel file.
2. If the employee does not improve the unacceptable behavior or performance the director/supervisor will conduct a formal disciplinary action on the employee at the First Written Warning step (*Step 2*) of the process using the Employee Counseling Statement form. The employee will be in a corrective action period for 24 months from the date of this warning. The original counseling statement will be sent to Human Resources for placement into the employee's personnel file.
3. If the director/supervisor must meet with the employee again regarding the employee's unacceptable behavior or performance this will be considered the Second Written Warning (*Step 3*) stage of the disciplinary process. The employee will be suspended for one - three days without pay. The original

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- counseling statement will be sent to Human Resources for placement into the employee's personnel file.
4. If the director/supervisor must meet with the employee again, disciplinary action at the Third Written Warning stage (*Step 4*) will occur and the employee will be terminated from employment.

If the employee who needs disciplinary action is a non-bargaining unit member, all steps will remain the same except #2 and #3 which will be changed as follows:

1. If the employee does not improve the unacceptable behavior or performance their Administrative Staff liaison will conduct a formal disciplinary action on the employee at the First Written Warning step (Step 2) of the process using the Employee Counseling Statement form. The employee will be in a corrective action period for 24 months from the date of this warning. During this period the employee will not be eligible to receive any scheduled pay increases. The original counseling statement will be sent to Human Resources for placement into the employee's personnel file.
2. If the Administrative Staff liaison must meet with the employee again regarding the employee's unacceptable behavior this will be considered the Second Written Warning stage (Step 3) of the disciplinary process. If the unacceptable behavior is performance related, the employee will be suspended for one workweek (Sun-Sat) without pay. If the behavior is a violation of a work rule, the employee will be suspended for three days without pay. The original counseling statement will be sent to Human Resources for placement into the employee's personnel file.

#### **HIPAA PROCEDURE:**

1. All workforce members will receive education and sign a confidentiality acknowledgement. The Human Resources Department shall maintain all signed confidentiality acknowledgements.
2. All workforce members are responsible for protecting sensitive information from unauthorized use or disclosure always.
3. Unauthorized access, use, or disclosure of protected health information, including viewing employee's personal medical record via the patient access software, will result in disciplinary action up to and including termination of employment, fines, criminal penalties, civil actions, suspension of employment or any privileges of whatever nature granted by medical center.
4. It is the duty of all workforce members, volunteers, and students to report

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actual and suspected violations and breaches. Failure to report a breach of which one has knowledge may result in disciplinary action. Falsely reporting a breach in bad faith or for malicious reasons will result in disciplinary action.

5. All HIPAA complaints, breaches, and security audits are reviewed on a case by case basis by the HIPAA Privacy Officer and/or Security Officer. Documentation is submitted to Administration for review and determination of a sanction. Before sanctions are imposed, they are reviewed by the Privacy Officer and Human Resources Officer to ensure appropriateness, consistency, and fairness across all members of the workforce. The HIPAA Privacy Officer and/or Security Officer will determine if the behavior in question must be reported to the federal authorities, law enforcement officials, and/or accreditation and licensure organizations as a HIPAA violation.
6. All sanctions applied to an employee because of a violation of the HIPAA policies/procedures and regulations will be administered by the Department Director or A-staff supervisor with Human Resources present and will be documented in the employee's personnel file. Documentation will be retained for a minimum of six years. Copies of such documentation should be forwarded to the Privacy Officer, who also shall maintain the documentation for the minimum retention period of six years.
7. Disclosure of violations by whistleblowers and workforce member crime victims will not result in disciplinary action. Medical Center employees who are the victim of a work-related crime may release information to law enforcement representatives without disciplinary action. The information may be released provided that:
  - a. The protected health information disclosed is about the suspected person responsible for the crime; and
  - b. The protected health information disclosed is limited to facility directory information (patient name, location in the hospital, and general condition such as critical, stable, etc)
8. Medical Center will not intimidate, threaten, coerce, discriminate against, or take retaliatory action against any individual or other person for:
  - a. Exercising his or her rights or participating in the complaint process;
  - b. Filing a complaint with the Secretary of Health and Human Services, Office for Civil Rights, or Centers for Medicare & Medicaid Services;
  - c. Testifying, assisting or participating in an investigation, compliance review, proceeding, or hearing; or

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- d. Opposing any act or practice unlawful under HIPAA, providing that the individual acted in good faith, believing that the practice was unlawful, the manner of opposition is reasonable, and the opposition does not involve the disclosure of PHI in violation of the HIPAA regulations.

Reviewed/Revised/Date

5/17	6/17	6/18; 5/19				
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**GREATER REGIONAL HEALTH  
CRESTON, IOWA**

**PROCEDURE: Attendance**

**SECTION: Human Resources**

**SECTION #: 3**

**SUBJECT: Attendance**

**REFERENCE (TAG #)/POLICY:**

**REVIEWED BY: Human Resources Officer**

**DISTRIBUTION: ADMINISTRATIVE PROCEDURE MANUAL**

**EFFECTIVE DATE: May 2017**

Policy: It is the policy of Greater Regional to require employees to report for work punctually as scheduled and to work all scheduled hours and any required overtime.

Procedure:

1. When it is not possible to report to work as scheduled, whether for sudden illness or other emergency, notify the Department Manager or designated supervisor at least two hours in advance of the start of your shift. Except in rare circumstances, it should always be possible to call in when you cannot report to work. Failure to do so may result in possible disciplinary action for an unexcused absence(s).
2. Excessive absenteeism or tardiness may result in termination. A doctor's statement does not excuse an employee's absence or tardiness but will be taken into consideration.
3. Absences of three (3) consecutive working days without notifying your supervisor will be considered job abandonment and will be recorded as a voluntary resignation.
4. Disciplinary action will be implemented under the following:
  - a. Employees missing three (3) or more days of unexcused absences or tardies during their initial introductory period will be subject to dismissal.
  - b. Any employee who has three (3) or more unexcused absences or tardies or combination of the two in any one quarter will have his/her status reviewed by the respective supervisor. The employee will be subject to the disciplinary policy regarding the frequency of absences and/or tardies; discussion for improvement will follow.
  - c. Any employee who has six (6) or more unexcused absences or tardies or combination of the two in a twelve (12) month period will have his/her status reviewed by the respective supervisor. The employee will be given a verbal warning if it is his/her first notification of an attendance problem. The employee will be given a written warning if he/she has already been notified of an attendance problem either from a verbal warning or from

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discussion in a performance appraisal interview. Discussion for improvement will follow in both situations; the employee will be informed that failure to improve will likely result in dismissal.

- d. Any employee who has twelve (12) or more unexcused absences or tardies in any twelve (12) month period will be subject to the following: if the employee has previously been notified of an attendance problem, either verbally or in writing, the employee’s status will be reviewed and the employee’s supervisor will likely recommend dismissal. The supervisor and the human resources department will then thoroughly review the employee’s attendance record. Reasons for the absences and tardies will be considered before final decision for dismissal will be made.

5. ABSENCES/TARDIES:

- a. A scheduled day missed due to an absence will be counted as one absence.
- b. Excused absences that are not illness-related, such as PTO leave, will not count as an absence.
- c. Consecutive days missed due to hospitalization or an illness will count as one absence for the entire period.
- d. In reference to the light-duty program only, days missed subsequent to hospitalization or illness that are directly the result of that hospitalization or illness will not be counted separately
- e. A diagnosed chronic illness and/or repeated hospitalization there from will be dealt with on an individual basis separately from the above guidelines. Employees with a diagnosed chronic illness may be asked to take a leave of absence until the problem is resolved rather than risk disciplinary action due to the absence(s). Refusal to take such leave will subject the employee to the disciplinary process.
- f. A tardy is reporting to work past your scheduled start time.

Greater Regional provides sick leave benefits for employees missing work due to illness. Accrued PTO for full-time staff shall be utilized during the first 24 hours of sick leave. Accrued PTO for part-time staff shall be utilized during the first 24 hours prorated for percentage of assignment (i.e. 80% employee would be required to utilize 19 hours of sick leave. Paid-time-off, PTO, benefits are provided for employees for personal time off.

Reviewed/Revised/Date

5/17; 6/18	5/19					

**GREATER REGIONAL HEALTH  
CRESTON, IOWA**

**Tuition Assistance Policy**

**SECTION: Human Resources**

**SECTION #: 4**

**SUBJECT: Tuition Assistance Policy**

**REFERENCE (TAG #):**

**REVIEWED BY: Human Resource Director  
Medical Center Administration  
GRMC Employee Association  
Board of Trustees**

**PRIMARY RESPONSIBILITY: Human Resource Director**

**DISTRIBUTION: Administrative Policy Manual**

**DEPARTMENT DIRECTOR:**

**DATE:**

**ADMINISTRATIVE APPROVAL:**

**DATE:**

**MEDICAL DIRECTOR APPROVAL:**

**DATE:**

**EFFECTIVE DATE: 7/87**

**POLICY:** It is the policy of the Medical Center to encourage further educational/training pursuits by the employees. There are many different educational/training opportunities available to employees that would improve an employee's productivity and potential growth within the organization. The purpose of this policy is to outline for the employee the different options available to them.

**SECTION 127 EDUCATIONAL ASSISTANCE PLAN**

**Section 1**

**NAME, PURPOSE, EFFECTIVE DATES, AND PLAN YEAR**

Greater Regional Health, Creston, Iowa (the "Employer") hereby establishes, effective January 1, 2002, a plan for the provision of educational assistance for the benefit of eligible employees of the Employer.

- (a) This Plan is designed to furnish educational benefits to assist employees to maintain and improve their working skills. It is the intention of the Employer that the educational assistance provided under the Plan be eligible for exclusion from the employees' income to the maximum extent possible under Internal Revenue Code Section 127(a).
- (b) The effective date of the Plan shall be January 1, 2002.

Subject/Title: Tuition Assistance Policy	Section #: 4
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- (c) The records of the Plan shall be kept based on a Plan Year that is the calendar year.

**Section 2**  
**DEFINITIONS**

The terms used herein shall have the following meanings, unless a different meaning is clearly required by the context:

- (a) “Code” shall mean the Internal Revenue Code of 1986, as now in effect or as it may be amended hereafter, and includes any regulations or rulings issued there under.
- (b) “Covered Costs” means that the tuition, fees (including seminar fees) and costs of books and non-returnable supplies and equipment paid or incurred by a participant in an educational course, as approved by the Plan Administrator. Such term shall not include the cost of any tools or supplies purchased by a participant that could be kept and used by the participant after the course is completed, or the cost of meals, lodging or transportation incurred by a participant incidental to taking an educational course. Educational courses shall not include any course, which instructs the participant in any sport, game or hobby. Covered costs may not exceed the Code limitations (currently \$5,250 per employee, per year).
- (c) “Plan Administrator” means Greater Regional Health, Creston, Iowa.

**Section 3**  
**ELIGIBILITY AND BENEFITS**

- (a) Eligible employees will include those employed on regular full-time or part-time status (regularly scheduled a minimum 30 hours per week) who have completed their initial probationary period. Temporary and casual employees are not eligible.
- (b) Eligible educational courses include classes of study which are related to or support the employee’s job abilities in his or her current position or another position for which the employee might become eligible at Greater Regional Health.
- (c) Requests for educational assistance shall be submitted for approval by the Department Director and the Administrative Staff.

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- (d) Approval of a request will depend on the nature of the requested course of study, the relationship between the course of study and the employee's position or prospective position of employment, the cost/amount of assistance requested, the number of requests for a specific area of study at any given time, and the overall budget dollars available for this program at any given time.
- (e) In most instances, employees whose applications are approved will be reimbursed at 50 percent of approved Covered Costs upon approval, and 50 percent upon proof of successful completion of the educational course with a grade of "C" or better. Receipts must be provided, and the employee will be required to sign an agreement to repay the entire amount of the reimbursement received if the employee should fail to pass with a grade of "C" or better, or should voluntarily reduce his or her hours to less than part-time or voluntarily leave employment with Greater Regional Health within less than 12-month period after completion of the course.
- (f) Employees are required to submit the request for assistance and receive approval prior to the beginning of the educational course.
- (g) Employees must try to schedule educational courses outside of their regular work schedule. In rare instances, supervisors may be able to work around an employee's class schedule. This Plan does not provide for employees to receive pay for time spent in educational courses.

**Section 4  
FUNDING**

The Employer may contribute the amount required to pay benefits under this Plan out of the general assets of the Employer at the time such benefits are to be paid. There shall be no requirement of a special fund out of which benefits shall be paid, nor shall participants be required to make contributions as a condition of receiving benefits.

**Section 5  
AMENDMENT OR TERMINATION**

This Plan may be amended or terminated at any time by the Employer. ~~subject to approval of the Greater Regional Health Employees Association with respect to employees covered by the collective bargaining agreement.~~

**Section 6  
MISCELLANEOUS**

Subject/Title: Tuition Assistance Policy	Section #: 4
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- (a) If a participant ceases eligibility for or participation in the Plan for any reason, no benefits shall be paid to the former participant for expenses incurred after the date of such change; and no requests for benefits may be made after such date for Covered Costs incurred prior to such date.
- (b) The Plan is intended not to discriminate in favor of highly compensated employees (as defined in Code Section 414 (q)) as to eligibility to participate or benefit distribution, and to comply in this respect with the requirements of Code Sections 127 (b) (2) and (3) and the regulations to those sections.
- (c) If any benefit under the Plan becomes taxable, whether as a result of nondiscrimination tests or payment of benefits in excess of statutory limits, any employment tax withholding owed with respect to the taxable portion of any benefit shall be deducted from the employee's other compensation in the same calendar year in which the benefit is provided.
- (d) All final decisions interpreting provisions of the Plan shall be the responsibility and authority of the Plan Administrator.
- (e) Nothing contained herein shall impose on any officers or directors of the employer any personal liability for any benefit due to an employee pursuant to this Plan.
- (f) Any rules, regulations or procedures that may be necessary for the proper administration or functioning of this Plan that are not covered in this Plan shall be promulgated and adopted by the Plan Administrator.
- (g) This Plan shall not give any employee the right to be retained in the service of the Employer or interfere with the right of the Employer to discharge any employee at any time regardless of the effect which such discharge shall have upon such person as a participant in this Plan. This Plan shall not restrict any employee's right to terminate his or her employment at any time, subject to the repayment provisions set forth herein.
- (h) If any provision of this Plan shall be held invalid for any reason, such invalidity shall not affect the remaining parts of this Plan, and this Plan shall be construed and enforced as if such invalid provisions had never been included.
- (i) This document sets forth the entire Plan. Except as provided in this

Subject/Title: Tuition Assistance Policy	Section #: 4
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Plan, no other employee benefit plan which is, or may hereafter be, maintained by the Employer shall constitute a part of this plan.

**Reviewed/Revised/Date**

6/81,6/94	6/96,2/97	12/98	12/99	2/00 7/01	1/02 2/03	3/04 2/05
2/06, 2/13	5/13 2/14	5-15	03/16,5/17	3/18; 5/19		

**GREATER REGIONAL HEALTH  
CRESTON, IOWA**

**PROCEDURE: Sick Leave & LTD**

**SECTION: Human Resources**

**SECTION #: 05**

**SUBJECT: Sick Leave & LTD**

**REFERENCE (TAG #)/POLICY:**

**REVIEWED BY: Human Resources Officer**

**DISTRIBUTION: ADMINISTRATIVE PROCEDURE MANUAL**

**EFFECTIVE DATE: May 2017**

These are procedures related to Greater Regional's Sick Leave, Short Term Disability and Long Term Disability programs.

Procedure:

1. Full-time employees with accrued PTO shall utilize PTO during the first 24 hours of sick leave. Accrued PTO for part-time staff shall be utilized during the first 24 hours prorated for percentage of assignment. Employees with accrued PTO will receive 1 hour at their regular hourly rate for each hour of scheduled work missed on these days.
2. Beginning immediately after appropriate amount of ill PTO is used, **bargaining unit** employees shall be paid at the rate of 1 hour for each scheduled hour missed at 70% of their pay through the 30<sup>th</sup> day of absence. No additional pay, such as shift differential, shall be included in the computation of payment. **Bargaining unit** employees will have the option to supplement with PTO. **Management** and **non-bargaining unit** employees shall be paid at the rate of 1 hour for each scheduled hour missed at 100% of their pay through the 60<sup>th</sup> day of absence. **Providers** (Physicians, ARNP's, PA's, CRNA's) shall be paid at the rate of 1 hour for each scheduled hour missed at 100% of pay through the 30<sup>th</sup> day of absence.
3. For bargaining unit employees, beginning on the 31<sup>st</sup> day of absence to a maximum duration of 180 days, employees may receive 70% of their pay to a maximum weekly benefit of \$1,500 via the Short-Term Disability Plan. Employee will have the option to supplement with PTO. For management and non-bargaining unit employees, beginning on the 61<sup>st</sup> day of absence to a maximum duration of 180 days, they may receive 70% of their pay to a maximum weekly benefit of \$3,500 via the Short-Term Disability Plan. Employees will have the option to supplement with PTO. For providers, beginning on the 31<sup>st</sup> day of absence to a maximum duration of 90 days, providers may receive 70% of their pay to a maximum weekly benefit of \$3,500. Once approved for Short-Term

Subject/Title: Sick Leave & LTD	Section #: 16
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	Effective Date: May 2017

Disability, GRH will supplement the Short-Term Disability up to 100% of pay through the 90<sup>th</sup> day of absence.

4. Short-term disability ceases at the end of 180 days for bargaining unit, management and non-bargaining unit employees and after 90 days for providers. Employees on short-term disability leave shall be maintained in employment status with the same health insurance benefits so long as employee continues to pay their portion of the premium during their leave and return-to-work rights as provided under the FMLA policy, even if the sick leave exceeds the FMLA policy coverage period. Employees who have exhausted their short-term disability and are unable to return to their prior position may be separated from employment with notice of COBRA rights under the health insurance plan after considering the specific facts and circumstances of each employee's condition, staffing needs of GRH and other factors applicable under the law; employees in this situation will be provided long-term disability application information.
  
5. Plan booklets for Short-Term and Long-Term Disability will be provided to all employees eligible for the coverage.

Procedure for Requesting Leave

Employees must provide at least 30 days' advance notice of the need to take FMLA leave, when the need is foreseeable, to the appropriate human resources representative. When 30 days' notice is not possible, the employee must provide notice as soon as practical and must comply with GRH's normal call-in procedures required for other absences. If less than thirty (30) days' notice is given, the employee must explain why providing timely notice was not practicable.

Notice must be provided either in writing (for foreseeable leave only), or by calling (for either foreseeable or unforeseeable leave). When requesting leave for the first time for a particular FMLA-qualifying reason, the employee must provide sufficient information for GRH to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization, or continuing treatment by a health care provider. Calling in "sick" is not enough.

Employees must also inform the appropriate human resources representative if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Reviewed/Revised/Date						
6/18; 5/19						

**GREATER REGIONAL HEALTH  
CRESTON, IOWA**

**PROCEDURE: Hiring Procedure**

**SECTION: Human Resources**

**SECTION #: 06**

**SUBJECT: Hiring Procedure**

**REFERENCE (TAG #)/POLICY: Iowa Code 135B.34**

**REVIEWED BY: Human Resources Officer**

**DISTRIBUTION: ADMINISTRATIVE PROCEDURE MANUAL**

**EFFECTIVE DATE: June 2017**

**PURPOSE:**

The hiring procedure is intended to streamline the hiring process to have all new employee information processed prior to the new employees', or new contracted individual's, first day of work. This will not only give the person a good first impression of GRH but also will ensure all necessary paperwork is completed and ready for payroll.

**NEW EMPLOYEE HIRING PROCEDURE:**

1. When a position vacancy is determined to exist, either by an employee leaving a position, or by expansion of a department, the hiring director/manager will complete a HR.FR.26 Personnel Requisition Form which will be provided to them by the Human Resources Department.
2. Upon receipt of the Personnel Requisition Form, the HR department will review the request with the CEO. The CEO will approve or deny all requisitions presented.
3. Upon approval from the CEO, the HR department will notify the hiring director/manager and post an internal job posting. If no qualified internal applications are received, an advertisement will be placed in appropriate media.
4. Internal applicants must notify the HR department of their interest in an opening by submitting a written notice of interest. Once received by HR, it will be determined whether the applicant will need an updated application form. If it is determined that an updated application is not needed, the applicant's application in their personnel file will be copied and forwarded along with the notice of interest to the hiring director. If more than one year has elapsed since the applicant originally began work with GRH, they will be requested to complete a new application form to accompany their notice of interest.
5. All external applications/resumes received by the HR department will be dated, logged and filed. Copies of the application will be forwarded to the appropriate hiring director/manager. In some cases, an application may be forwarded to several hiring directors who may be looking for similar applicants. If an original application/resume is received by anyone other than the HR department that application must be forwarded to the HR department for copying, logging and filing.
6. The hiring director/manager or upon request by the hiring director/manager, the HR department will review all applications and determine candidates to be interviewed. The

Subject/Title: Hiring Procedure	Section #: 06
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	Effective Date: 9/1/01

HR department, unless otherwise requested by hiring director/manager, will schedule and conduct interviews for their openings. An HR representative will be present at any interviews as requested by the director.

7. The director/manager or HR department may conduct reference checks prior to an offer being extended.
8. Upon satisfactory reference checks the HR department will then make a verbal offer, followed by a written offer letter. The offer will be **contingent upon satisfactory drug screen, background check(which includes checking the following: abuse registry, Office of Inspector General (OIG), Excluded Parties List System (EPLS), Motor Vehicle Record), TB, health assessment; adequate documentation of CDC recommended immunizations and successful completion of a pre-employment physical assessment.** The HR department will inform the applicant of the requirement to bring immunization records to the pre-employment screening appointment. (July 1, 1997, was the effective date that required hospitals to conduct criminal background and dependent adult abuse record checks for new employees. Greater Regional implemented the background checks with that effective date.) These checks are completed via the SING website. If there is a time lapse of more than 30 days between the “hire” date (this is the date the verbal offer is extended and accepted) and the “start” date (this is the date the employee actually starts work) the background check must be run again to ensure no events have occurred during the time lapse. All new hires will have a background check completed within 30 days of their “start” date.
9. All individuals extended a verbal offer must satisfactorily complete a Physical Capacity Profile (PCP) by a PCP trainer. If the individual is unable to satisfactorily complete the pre-employment physical assessment the offer of employment will be rescinded.
10. For the health and safety of employees and patients, GRH follows CDC guidelines for Healthcare Personnel Vaccination Recommendations. Prior to being allowed to work, new employees must provide proof of having either the immunization or an immunity for the following:
  - MMR; Varicella (Chicken Pox)
  - Tetanus, diphtheria, pertussis
 Failure to provide this information will result in the employment offer being withdrawn.
11. When satisfactory results are received on the drug screen, background check, TB, health assessment, pre-employment physical assessment, and immunization records the HR department will confirm the offer with the individual and set a date for the individual to start work. \*If unsatisfactory results are received on any of the above, the offer will be rescinded. The director/manager will be notified that they must choose another candidate.
12. The HR department will notify the director/manager when this process is complete and when the new employee is scheduled to start work.
13. Immediately upon completion of the previous steps, the HR department along with the hiring director/manager will complete a Personnel Change Action Form.

#### **NEW EMPLOYEE PROCESSING PROCEDURE:**

1. Upon completion of the Personnel Change Action form, the HR department will then contact the new employee and schedule a time for that employee to come to the HR department to

Subject/Title: Hiring Procedure	Section #: 06
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	Effective Date: 9/1/01

complete payroll paperwork (W-4's, I-9's etc), assign employee number, and issue a badge. **Employee numbers and badges will not be given until the new employee meets with the HR department to complete the paperwork.**

2. Newly hired employees must complete and sign Form I-9 to document verification of the identity and employment authorization of each new employee (both citizen and noncitizen) hired after November 6, 1986, to work in the United States. HR must physically examine each original document that is from the approved Lists of Acceptable Documents to establish identity and employment authorization. Employees will be terminated if they are unable to present the appropriate document(s) within 3 business days of date of employment.
3. Upon completion of all paperwork by new employee the HR department will notify appropriate personnel for new employee preparation (voicemail, IT clearance, disaster listings, etc.)
4. All new employees will be referred to Employee Health for counseling regarding immunizations for Hepatitis B and Influenza.
5. All new employees will be required to attend New Employee Orientation within their first sixty (60) days of employment. New employees may start working before attending new employee orientation for purposes of departmental orientation and training. All new employees who are 60% and above **must** complete Mandatory Education prior to having one-on-one patient contact.

#### **INDEPENDENT CONTRACTOR:**

Individuals considered for an Independent Contractor will be required to satisfactorily complete a drug screen, and background check which include child and adult abuse registry check, and TB exam before approval of their contract will be obtained.

#### **CLINICAL STUDENTS/JOB SHADOWERS**

Refer to GRMC Policy #15, Career Exploration for requirements related to students and job shadow students.

Reviewed/Revised/Date

1/02,5/02	2/03,8/03	4/04,8/04	9/04,2/05	2/06,2/07	11/07, 3/08	11/08
2/11,1/12	5/12,4/13	5-15	4-16; 5/17	5/18; 5/19		

**GREATER REGIONAL HEALTH  
CRESTON, IOWA**

**Attendance Policy**

**SECTION: Human Resources**

**SECTION #: 8**

**SUBJECT: Attendance Policy**

**REFERENCE (TAG #):**

**REVIEWED BY: Human Resources Director  
Hospital Administration**

**PRIMARY RESPONSIBILITY: Human Resources Director**

**DISTRIBUTION: Administrative Policy Manual**

**DEPARTMENT DIRECTOR:**

**ADMINISTRATIVE APPROVAL:**

**MEDICAL DIRECTOR APPROVAL:**

**DATE:**

**DATE:**

**DATE:**

**EFFECTIVE DATE: 12/93**

**POLICY:** Quality patient care is provided to our patients when our employees are here when scheduled. It is the policy of Greater Regional Health to require employees to report for work punctually as scheduled and to work all scheduled hours and any required overtime. Excessive tardiness and poor attendance places a hardship on fellow employees, it affects quality of care, and it increases the costs for the Medical Center. All employees should regard coming to work on time, working their shift as scheduled, and leaving at the scheduled time as essential functions of their jobs, i.e. good attendance habits form an integral part of every employee's job description. Any employee failing to fulfill a work schedule due to unauthorized or excessive absences or tardiness will be subject to discipline.

Among other things, "good attendance habits" mean the following:

- Appearing for work no sooner than 5 minutes prior to the start of the shift and no later than the start of the shift;
- Being at your desk or unit ready to work by the start of the shift;
- Taking only the time normally allowed for breaks;
- Remaining at work during the shift; unless excused by the department director
- Not leaving work until the scheduled end of the shift; unless excused by the department director or supervisor on duty;
- Leaving promptly at the end of the shift, unless advance permission from the department director to work past that point has been given; and
- Calling in and personally notifying the department director or supervisor on duty of the need to be absent or tardy.

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**RECORDS/REVIEW:**

Absenteeism and tardiness records are maintained through the payroll system and edit sheets. The Department Directors should review and sign their department's payroll edit sheet(s) each pay period for any incidents of unacceptable absenteeism or tardiness for action as mentioned in the procedure below. The key factor is that directors must regularly review all records, not only those of employees with previously unsatisfactory records.

**DEFINITIONS:**

**Excused Absence/Tardy:**

1. Any pre-arranged, approved absence from work, i.e. vacation/personal time
2. Military leave
3. Jury Duty
4. Death in family
5. Work related injury or illness
6. Family medical leave under the guidelines of the Family and Medical Leave Act (FMLA)

**Unexcused Absence/Tardy:**

1. Unscheduled, non-work related illness or injury of employee
2. Illness or injury of family member (not associated with FMLA above).
3. Any unscheduled absence from work not covered under the Excused Absence section above
4. Leaving work prior to completing ¾ of the scheduled shift. GRMC reserves the right to send an employee who comes to work but appears too ill to do their job to the employee health nurse for evaluation. The employee health nurse will determine if the employee is too ill to remain at work or if they should go home.

When an employee's unexcused absence is due to reasons other than his/her own illness or injury, the first day of absence is considered unexcused and additional days may be scheduled in advance with the department director and would then be considered excused.

Additional information regarding disciplinary decisions can be found in the Attendance Procedures.

**Reviewed/Revised/Date**

12/94	6/96,6/97	12/98	3/00 6/01	1/02lh	1/04 3/04	7/04 2/05
2/06,2/07	3/08,1/09	3/10, 5/11	1/12,4/13	2/14 5-15	4-16,5/17	6/18

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	Effective Date: 12/93

5/19						
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**GREATER REGIONAL HEALTH  
CRESTON, IOWA**

**Coordination of Employees Between Departments**

**SECTION: Human Resources**

**SECTION #: 9**

**SUBJECT: Coordination of Employees Between Departments**

**REFERENCE (TAG #):**

**REVIEWED BY: Human Resources Director, Administration**

**PRIMARY RESPONSIBILITY: Human Resources Director**

**DISTRIBUTION: Administrative Policy Manual**

**DEPARTMENT DIRECTOR:**

**DATE:**

**ADMINISTRATIVE APPROVAL:**

**DATE:**

**MEDICAL DIRECTOR APPROVAL:**

**DATE:**

**EFFECTIVE DATE: 11/97**

**POLICY:** Greater Regional values the abilities of the employees and encourages the employees, when feasible, to cross-train to other departments of the Hospital where their talents may be utilized. This policy is designed to promote the most effective and efficient manner to implement coordinating employees between departments.

Department managers/or designee will be responsible for discussing the intent to share an employee between their departments in advance. Human Resources should be notified prior to conversations with the employees to ensure ACA and other rules and regulations are followed. Appropriate paperwork (i.e. personnel change action and IT checklist) must be completed.

Department managers/or designee will review and coordinate the work schedule of the shared employee before the work schedule is posted. Requests to utilize an employee by the “secondary” department after a schedule is posted for additional non-emergent staffing needs will be made no less than one week in advance. The request will be approved contingent upon the ability of the primary department to cover its workload. In the event of emergencies, requests to utilize an employee by the “secondary” department will be approved if the primary department can cover its workload without the requested employee.

It is necessary for departments sharing an employee to review staffing needs daily. Changes in staffing needs will be communicated immediately between departments who share employees. **EXAMPLE:** When the “secondary” department determines that a shared employee will not be utilized “tomorrow” due to low census or other changes in workload, they will inform the “primary” department of such in a timely manner so the primary department can make a decision on whether the employee can be utilized in their department.

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Compensation of a shared employee are based on the primary department. If 50% or more of their hours are at a higher rate of pay, then they will receive that rate of pay at all times. If 50% or more of their hours are at a lower rate of pay, the employee will have 2 rates of pay. It will be HR/Payroll's responsibility to ensure employee is paid appropriately per department and per classification.

Reviewed/Revised/Date

12/99	1/02 2/03	2/06 2/07	3/10 5/11	4/14	4-16,5/17	
6/00 6/01	3/04 2/05	3/08 3/09	1/12 4/13	5-15;6/18	5/19	

**GREATER REGIONAL HEALTH  
CRESTON, IOWA**

**PROCEDURE: Payroll Edits**

**DEPARTMENT: Human Resources**

**SECTION: Payroll Edit Protocol**

**SECTION #: 11**

**SUBJECT:**

**REFERENCE (TAG #)/POLICY:**

**REVIEWED BY: Human Resource Officer/Accounting/Administration**

**DISTRIBUTION: Administrative Procedure Manual**

**EFFECTIVE DATE: August 2018**

**Definitions Regarding Employees and Benefits**

- A. Full-time Employees are those who are scheduled to work forty (40) hours or more per workweek. Employees who are assigned to twelve-(12-) hour shifts shall be considered full-time if they are regularly scheduled to work thirty-six (36) or more hours per week.
- B. Part-time Employees or 80% are those who are scheduled to work thirty-two (32) or more hours and are eligible for fringe benefits.
- C. Part-time Employees or 60% are those who are scheduled to work less than twenty-four (24) hours are not eligible for fringe benefits.
- D. Casual Employees are those who work on a PRN (as needed) basis.
- E. Temporary Employees are those who work less than four (4) months.
- F. Probationary Employees are those who are hired on a regular basis and who have worked less than one hundred eighty (180) calendar days. After ninety (90) calendar days, they are entitled to the fringe benefits. Probation will automatically be extended for the same duration as any absence from work of seven calendar days or more during the first 180 days.
- G. Students are not employees. Students must be in our facility under a clinical affiliation agreement with a University or College entity.

**Payday** - Greater Regional/Employer shall pay on the Thursday immediately following the two-week pay period in which the wages were earned. If the payday falls on a scheduled holiday, payroll will be available on the Wednesday immediately preceding the normal payday. Any substantial errors of the employer or the employee shall be immediately corrected. Substantial is defined as any error of \$100 or more and is requested by the employee to be paid immediately. Anything less than \$100 will be adjusted on the next paycheck.

**Hours of Work** - Scheduled Weekend (Saturday and Sunday) Work - The employer shall endeavor to provide employees with every other weekend off the schedule. Weekend shifts shall be defined as those shifts that occur between the hours of 6 p.m. Friday and 6 a.m. Monday.

Subject/Title: Payroll Edits	Section #: 11
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	Effective Date: August 2018

**Overtime** - Any employee working more than forty (40) hours in any normal workweek shall be paid one and one-half (1-1/2) times such employee's regular rate of pay for each hour and portion thereof worked. Overtime pay will not be paid in addition to holiday pay.

**PTO** - Each eligible employee shall earn paid time off in accordance with the following schedule:

<u>Years of Service</u>	<u>Hours Earned</u>
0 through 6 years	7.69 per 80 hours worked (25 days per year FTE) Maximum
7 through 12 years	9.23 per 80 hours worked (30 days per year-FTE) Maximum
13 through 20 years	10.77 per 80 hours worked (35 days per year-FTE) Maximum
Over 20 years	11.38 per 80 hours worked (37 days per year-FTE) Maximum

Employees may accumulate PTO up to a maximum limit of 380 hours.

<u>Years of Service</u>	<u>Maximum Limit</u>
0 through 6	300 hours
7 through 12	360 hours
13 + years	380 hours

**Sell Back Option** - One time each year, during the month of December, an employee may elect to "sell" accrued PTO to the employer. The number of hours to be "sold" by the employee cannot reduce their account to less than 80 hours.

For each hour the employee "sells" to the employer, the employee shall receive 1 hour of pay at a rate equal to one hundred percent (100%) of their regular hourly rate. No additional pay, such as shift differential, shall be included in the computation of payment.

- If a FT 12 hour employee has a full week off, the employee will be granted 40 hours of PTO instead of 36 plus low census. If a FT 12 hour employee has 2 full weeks off, the employee will be granted 80 hours PTO instead of 72 plus low census.
- Employees may only utilize PTO up to their status weekly. No PTO will be paid out above an employee's status. If the employee does not meet their status for the week and has requested PTO the employee will be given PTO to status only. The employee will not be given PTO exceeding their status.

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For example; a full-time, 40 hour per week employee submits an edit or PTO request slip to take 8 hours of PTO on Monday, but from Tuesday through Saturday (pay weeks run from Sunday to Saturday) the employee works 40 hours. The employee will not be paid for the 8 hours of PTO in addition to the 40 worked hours. The same protocol applies if the employee is an 80% employee and worked 32 hours in a week but edited or submitted a PTO request for PTO hours. The employee will not be paid PTO hours.

### **Low Census**

1. If a FT employee who works 12-hour shifts (72 hrs per pay period) works their 72 hours a pay period, they will be granted low census to 80. If the employee misses any shifts (not due to low census) the employee must edit as to the reason for the missed hours. If the employee does not have PTO in their account, the employee will not get PTO for that shift, however, the employee will still get 4 hours low census for the week to their status. The employee must have worked at least 1 shift during the week to qualify for the low census.
2. If a 12-hour employee of status is still in their probationary period (no PTO yet) and misses a scheduled shift(s) for any reason other than low patient census, the employee will not be granted low census for that shift, however the employee will still get low census (4 hours for FT) for the week to their status.
3. If an employee of status misses an entire week for reasons other than low census, no low census will be granted for that week. PTO must be utilized if the employee has it in their account.
4. If an employee leaves a shift early due to being sent home on low census an edit must be made by the employee and signed off by the department director. This edit may be done either on an individual basis, or if numerous edits would be required in one week, one edit indicating "low census to status" may be made.
5. If the employee is sent home on low census, the employee must specify on the edit sheet if they also want PTO for that shift.

**Oncall** - Any employee who is scheduled to be on call shall be paid \$4.00 per hour for each hour on call. All on call personnel on recognized holidays will receive \$4.50 per hour for each hour of such call. In addition, all actual time worked shall be paid at one and one-half (1-1/2) times hourly rate. Employees who are called in shall be paid a minimum of one hour at one and one-half times their regular hourly rate each time they are called in to work. An employee who is off duty and is called back to work by the Employer shall be guaranteed a minimum of one hour or actual time worked, whichever is greater.

1. An employee cannot be clocked in for "regular" hours (not CBOT) & also be oncall unless it is a continuation of their shift. If an employee is scheduled to take oncall at

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the end of their shift & stays extra hours for a non-emergent situation (paperwork), the employee will be paid straight time & the oncall begins at the normal end time.

2. If on the clock for a regular shift, the employer can pull an employee to where the greatest need is & not have to pay call back. For example: An employee is scheduled 8 hours for mandatory education. The employee knows she/he is the only one available if the Birthing Center gets busy. If the employee is pulled to that department those hours will be paid at straight time, not call back.
3. An employee can be clocked in to Call Back & also be paid oncall at the same time. For example, a nurse is paid for 12 hours of oncall from 6p to 6a. If the nurse is called back from 8p to 10p, the employee will still be paid for the full 12 hours of oncall even though the employee was called back for 2 hours of it.
4. If an employee calls in sick, the supervisor cannot place the employee oncall. If the employee is too sick to work, they are too sick to come in if needed.
5. If oncall starts at the end of the employee's normally scheduled shift, the employee must work 4 hours or more of Call. In between 2pm & 8pm from the point oncall started to qualify for shift 2 differentials. The employer agrees to pay the shift 2 differential only for hours from 2pm until 6pm. For example, if the normal shift ended at 4:00 pm and oncall started at that time, the employee would not qualify for shift 2 from 2pm to 4pm. Therefore, the call in must be more than 4 hours after 4 pm to qualify for shift 2. If the employee was called back in from 4pm to 8pm (4hrs), the employee would get shift 2 diff from 4pm to 6pm.
6. If an employee is oncall for 1 department, they employee will not be granted CBOT if they agree to work in another department. Those hours will be paid at straight time plus incentive pay if applicable. The employee would have the option of saying "no" to the requesting department. Once again, an employee cannot be clocked in (except for CBOT) & also be oncall.
7. An employee will be paid call pay for the entire shift of oncall regardless of how many times the employee is called back in. Example: A nurse is oncall from 6a – 6p. He/She will be paid 12 hours of oncall even if they are called back for all or part of the shift.
8. If an employee is scheduled to take call at the end of their shift and an emergency arises that must be taken care of, the employee will be paid call back and oncall starting at their normal end time.

### **Surgery Center**

1. If a Surgery Center Employee does not work the day she/he is scheduled to take call & the department closes early, oncall pay will begin at the time the department closes. In this situation, if the department does not close early, oncall pay begins at 3:30 pm.

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2. If Surgery Center is closed for the entire day & no staff reports to work, all 3 oncall employees will get 24 hours of oncall pay.
3. The Department Director/designee will be responsible for notifying payroll of the date & time the Surgery Department is closed by making an edit on the OR edit sheet. If no edit appears on the edit sheet, oncall will begin at the end of the scheduled shift for whichever employees are on call for that day.
4. Oncall Surgery Center staff will not be sent home on low census before other Surgery Center staff.
5. Surgery Center call back time will begin at the end of the scheduled shift for whichever employees are oncall for that day. A minimum of 8 minutes must lapse from the end of the employee's scheduled shift before a "Call In" punch will be added. For example, if an oncall employee is scheduled to work 6:00am to 4:30pm and punches out at 4:38pm or later, a "Call In" punch will be added at 4:31.
6. Surgery Center call back that is a continuation of a scheduled shift, will be paid for the time worked.
7. A Surgery Center employee who is off duty and is called back to work by the Employer shall be guaranteed call back pay for a minimum of one hour or actual time worked, whichever is greater.
8. Surgery Center oncall pay will begin when the oncall employee punches out. For example, if the employee punches out at 4:00pm, oncall time will begin at 4:00pm.
9. If a Surgery Center employee covers call for another Surgery Center employee, call begins when the employee who is covering call leaves.

### **CEU's**

1. The Employer will pay for the tuition cost of the course, as well as the time the employee actually spends in the class for any course that is required by law or the employer for their job. The employer will maintain a list of courses mandated by the employer. For example, Lead Nurse nurses must have TNCC, PALS, and ACLS in order to work as a Lead Nurse; the employer will pay for the course and their time while attending the course. Arrangements must be made through the department director for these courses. If the employee fails to pass the course they must reimburse the Employer, the cost of the course through payroll deduction as mutually agreed.
2. For any other courses that are not required for their job but are voluntarily taken to acquire the appropriate number of CEU hours for license or

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certification renewal, or to just expand their knowledge base, the employer allows up to twenty-four (24) paid CEU hours a year to be taken in at least one-hour increments. The employer will reimburse at an employee's base hourly rate for the number of hours required to acquire the CEU's. For example, an employee attends a seminar lasting five hours and earns 3 CEU credits for that seminar. The employee must turn in a copy of their certificate of completion along with a request for payment of 5 CEU (not 3) hours to the payroll staff. The request must be approved and signed off by the department director. The employer will not pay tuition/registration costs.

3. The employer will cover the registration expenses for employees to attend approved job-related conferences or seminars per year. The employee must complete a Meeting Attendance Request form and submit it to their supervisor for approval prior to registering for any conference or seminar. Approval is discretionary to the department director and the administrative staff. The amount of expenses related to each request will be considered during the approval process. Reimbursable expenses may include: mileage, airfare, meals, hotel, telephone, etc. Approval must be obtained in advance, with anticipated expenses itemized for approval. Receipts must be turned in to the department director for approval after the conference attached with a Reimbursable Expense Account form. Employee will be paid for their time in the conference and travel time based on Wage and Hour guidelines.

**Travel Guidelines** - refer to Travel Policy for mileage reimbursement.

**In-Service**

1. Employees will be paid at their regularly hourly rate of pay for in-service hours. Employees should clock to "in-service".
2. All in-service hours will be added to regular hours for purposes of reaching status for the week.

**Holidays**

The following six (6) days are recognized as holidays:

- New Year's Day - January 1
- Memorial Day - Last Monday in May
- Independence Day - July 4
- Labor Day - 1<sup>st</sup> Monday in September
- Thanksgiving Day - 4<sup>th</sup> Thursday in November
- Christmas Day - December 25

Any employee scheduled to work on a holiday shall receive one and one-half (1-1/2) times their regular hourly rate for each hour worked on the holiday. If an

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employee's shift extends into a holiday, then the employee shall receive one and one-half (1 ½) times their regular rate for the entire shift. If an employee is called in on a holiday, they may reduce their PTO amount for the holiday by the number of hours worked, at their discretion.

Any employee working on Independence Day, Thanksgiving Day, or Christmas Day, including employees on standby, will be paid One Hundred(\$100) for the day on those holidays in addition to any other compensation. Any employee working on New Years Day, Memorial Day, or Labor Day, including employees on standby, will be paid Fifty (\$50) for the day on those holidays in addition to any other compensation.

The Patient Financial Services Department day shift (2 employees) does not get lunch on non-weekend holidays. Must manually cancel meal.

**Phone Calls**

1. Phone calls are not considered call back even if the employee is oncall. The employee will be paid a minimum of 15 minutes per phone call unless otherwise specified on the timesheet.
2. Phone calls are not part of a regularly scheduled shift; therefore, phone calls do not qualify for shift 2 or 3.

**Nurse Managers**

1. The Nursing Managers are salaried & will not be paid for oncall or call back. They do not qualify for LC or LCPTO. Their meeting hours are not entered as in-service. All time (except during illness) will be Regular, PTO or PTOsell.

**Continuation of Shift**

1. If an emergency situation arises just before the end of the normally scheduled work day & can be taken care of in a matter of minutes, call back pay will not be provided. However, if an emergency situation arises after the normally scheduled work day at the end of their shift, it is automatically call back for an employee that is oncall.

**Edits**

1. Payroll is not always aware if an employee had PTO or actually called in sick which would result in ILL PTO. It is the employee's and/or director's responsibility to document this on the edit sheet.
2. Signed and approved edits, including PTO slips and on-call lists must be turned in **every Monday by Noon** for the previous Sunday through Saturday time period.

On the Monday following the end of a pay period; if, after the initial submission of edits at noon, there is information the payroll editor needs to finalize timecards, these

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edits must be submitted to the payroll editor no later than 3 p.m. on Monday. Absolutely no edits will be accepted after 3 p.m.

These timelines must be held to allow the payroll editors to finalize all timecards. Timecards must be approved, signed-off and locked by 4:30 p.m. on Monday of payroll week so processing may begin first thing Tuesday morning.

**Shift Diff -**

1. Shift 2 Diff – For regularly scheduled shifts that have four (4) hours which occur between 2pm and 8pm, the employer agrees to pay in addition to the employee’s regular hourly rate, a \$1.00 differential per hour for the hours from 2pm to 6pm. The differential is paid on call back hours as long as they meet the above guidelines.
2. Shift 3 Diff – For regularly scheduled shifts which have hours that occur between 6:01pm and 6am, the employer agrees to pay in addition to the employee’s regular hourly rate, a \$3.00 differential per hour for the hours between 6:01pm & 6am. A minimum number of hours worked is not required. The differential is paid on call back hours.
3. Employees are not eligible for either differential as a result of an extension of their regular work day.
4. Subtract from any employee not normally scheduled the 2nd & 3rd shift. These departments do not qualify for Shift differential except in cases of a call back situation. Specialty Clinics, Rehab Services, Pharmacy, Radiology, Cardio Pulmonary Rehab, HIMS, Facilities (except 5am person), Purchasing, Quality, Surgery Center (except 5:30am nurse), Accounting, Administration, Human Resources, Laundry, Nursing Adm., Radiation, Senior Housing, Wellness, Cancer Center and Insurance Clerks.
5. The shift differential does apply to call back hours.

**Incentive Pay** – If an employee who is off work and not oncall for a shift responds to a call from the employer by coming in to work additional hours/shifts within the following 24-hour period, then a “Day Off Premium Pay Incentive” of \$4.00 shall be added to the employee’s hourly rate of pay for such extra work.

The request must be made by the appropriate management personnel or their designee. Management must log edits for INC Pay on the edit sheet & sign off on those edits.

To qualify for INC Pay, all regularly scheduled shifts must be worked within that week. Employees who are sent home due to low census will not be disqualified for that reason. INC Pay will not apply if the employee has already worked 40 regular hours and is already on OT. OT pay is incentive enough to come in extra. INC Pay is not added in to total hours when figuring status. Those hours are already included in the Regular hours.

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**Modality Pay – Clinical Ladders**

Radiology: Radiology Techs who qualify in multiple modalities, and who are willing and able to work when scheduled in the modality area, shall be paid at a higher hourly rate for all hours worked, as reflected in the scales for modality (MOD 1), 2 modalities (MOD 2) or 3 modalities (MOD 3) in the Appendix (MOD 1 applies to employees who do not qualify for multiple modalities).

Rad Techs: general diagnostic, CT, mammography, Bone Densitometry

Employees in the category of Registered Nurse (RN), or Licensed Practical Nurse (LPN) who qualify and are approved to work in multiple departments/ modalities, and who are willing and able to work when scheduled in the additional departments/modalities, shall be paid a modality differential of \$1.30 per hour only while working in the approved modality. Employees must apply for the modality by submitting the signed Ladder Agreement along with appropriate qualification sheets to the necessary management personnel. Employer has the right to determine a limit for the number of employees for each modality. Employees must work in the modality area frequently enough to maintain their skills. Employer has the right to determine competency of employees and to remove an employee from a modality who has not worked enough to maintain their skills. Employees must submit a six (6) month notice to the department director prior to dropping a modality. The available departments/modalities are as follows:

LPN's: OB, med/surg,

RN's: Birthing Center, Cancer Center, Cardiopulmonary Rehab, ER, ICU, Inpatient, Lead Nurse.

**Dual Classifications.**

Employees who work in more than one classification shall be paid for all hours worked at the highest rate of pay for the classifications worked if the employee usually works fifty percent (50%) or more in the classification with the higher/highest rate of pay. Otherwise, the employee will be paid the rate of pay for the hours worked in each classification.

**Veterans Pay**

In accordance with Iowa Code Chapter 91A, Employer will provide eligible military veterans (as defined in Section 35.1 of the Iowa Code) with holiday time off for Veteran's Day, November 11, if the employee would otherwise be required to work on that day. The employee shall receive this holiday as unpaid time. The employee must give the employer at least one month's advance notice of his/her intent to take off Veteran's Day. Further, the military veteran must provide the employer with a federal certificate of release or discharge from active duty, or a similar official federal document.

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**Management** – includes hourly non-union employees.

1. Holidays – If a manager is required to work a scheduled holiday, they get 4 hours of PTO added to the account for every 8 hours worked. Hours will be pro-rated. \*Hours worked divided by 2. Hourly employees receive time and ½ for hours worked on the holiday.
2. When a holiday falls on a payroll Monday or Tuesday and the Payroll staff is required to work Monday to complete payroll, they will be paid at time and ½ if work is done on the holiday.
3. Employees receiving management benefits do not qualify for the holiday bonus. If a salaried employee works a holiday, they are compensated via their PTO account as noted above.
4. Ill ins is paid at 100% STD is paid at 70%. Must use first 3 days ILLPTO.
5. Salaried employees (including their immediate family) do not have to use PTO for on-campus appointments. PTO must be used for all other appointments, including doctor's appointments, located off campus that exceed one hour.
6. If salaried employees work a minimum of 40 hours each week, the Employer will not use their PTO. Hours may be adjusted accordingly Monday – Friday to equal 40. Weekend hours cannot be added in unless approved by their A-Staff Supervisor. It is up to the employee to turn in a PTO request.
7. 90-day probationary period for management health insurance is waived. Health insurance is effective immediately. However, management employees must still wait 90 days to qualify for sick leave & PTO benefits.

**Sick Leave**

1. A full-time employee is required to use ILL PTO for the first 24 hours of sick leave. An 80% employee is required to use ILL PTO for the first 19 hours of illness. ILL PTO will be utilized based on a pro rated basis with no rounding applied. Once the ILL PTO requirements are met, ILL INS will be applied through the 30<sup>th</sup> day. Beginning on the 31<sup>st</sup> day employees may receive short-term disability for 70% of their pay through the 180<sup>th</sup> day of absence.
2. If a 12-hour FT employee is on medical leave, the employee will be granted 80 hours of ill ins, not 72.
3. Ill ins will be granted to status only for each week of the pay period. The employer will look at each week separately, but an employee cannot get more ill ins than their status warrants.

**Work Comp**

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1. First 3 days are paid REG with an HR Signoff comment. HR will monitor & advise after that.
2. If an employee is hurt in the middle of the day, the employee will be paid until the end of their shift.
3. An employee on work comp may elect to utilize PTO for the uncompensated portion of their leave.

**One-Time Deductions:**

Splitting deductions between pay periods adds too much administrative overhead to an already lengthy payroll process. Therefore, except for Pharmacy deductions, no one-time payroll deductions (gift shop, clothing & book sales, weight watchers, etc) will be split between multiple pay periods. The entire amount will be deducted from the employee's check as soon as the accounting department receives the proper documentation from the vendor. Pharmacy deductions in excess of 100 dollars will be split across two pay periods unless the employee notifies accounting not to split. Any exceptions must be requested in writing to accounting before the end of the pay period.

The cutoff date for Pharmacy is the pay period end date. If payments are made after this date the employee will be responsible to let accounting or pharmacy know the deduction will come out of their pay check. Any refund due will be made on the next pay check.

**Termination of Employment**

A minimum of two (2) weeks written notice of resignation of employment shall be given by all employees unless waived by Employer in writing or in case of death. A four (4) week notice is requested of licensed individuals. To ensure adequate staffing, no PTO may be used by the resigning employee during the two (2) week notice period unless requested by the employee due to low census. An exit interview shall be arranged at the request of the employee or the Human Resources Department.

Reviewed/Revised/Date

8/08 8/09	8/10, 4/11	8/18; 5/19				
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**GREATER REGIONAL HEALTH  
CRESTON, IOWA**

**Sick Leave, STD & LTD**

**SECTION: Human Resources**

**SECTION #: 16**

**SUBJECT: Sick Leave & LTD**

**REFERENCE (TAG #):**

**REVIEWED BY: Human Resources Officer  
Hospital Administration**

**PRIMARY RESPONSIBILITY: Human Resources Officer**

**DISTRIBUTION: Administrative Policy Manual**

**DEPARTMENT DIRECTOR:**

**ADMINISTRATIVE APPROVAL:**

**MEDICAL DIRECTOR APPROVAL:**

**DATE:**

**DATE:**

**DATE:**

**EFFECTIVE DATE: 7/1/04**

General Provisions

It is the policy of Greater Regional to maintain a protection program, referred to as "Ill Insurance & Short-Term Disability (STD) for employees who must miss up to 180 calendar days due to the illness or injury of the employee. Employees unable to return to work after the allotted days of Ill Insurance may be terminated from employment after considering the specific facts and circumstances of each employee's condition, staffing needs of GRH and other factors applicable under the law. Employees are eligible to apply for Long Term Disability Insurance. This program runs concurrently with the 12 weeks (84 calendar days) required by the Family Medical Leave Act. The program shall apply to sick leave commencing on or after July 1, 2011, and shall cover full-time and part-time employees who have completed the first 90 days of their probationary period prior to commencement of sick leave.

Eligibility

All employees who work 30 hours or more per pay period are eligible.

Type of Leave Covered

Employees are eligible for Ill Insurance, STD and LTD consideration due to the serious health condition (definition follows) of the employee. "Serious Health Condition" is an illness, impairment or physical or mental condition which requires:

- a.) Any period of incapacity or treatment in connection with or consequent to In-patient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility;

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- b.) Any period of incapacity requiring absence from work, or other regular daily activities, of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider;
- c.) Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or
- d.) Prenatal care.

Employee Status & Benefits During Leave

Employees on paid sick leave shall be maintained in employment status with the same health insurance benefits and return-to-work rights as provided under the FMLA policy, even if the sick leave exceeds the FMLA policy coverage period. Employees who have exhausted their sick leave and are unable to return to their prior position may be terminated from employment with notice of COBRA rights under the health insurance plan after considering the specific facts and circumstances of each employee's condition, staffing needs of GRH and other factors applicable under the law.

An employee who is taking leave because of a serious health condition eligible under workers' compensation will not be counted as Sick Leave.

Intermittent Leave or a Reduced Work Schedule

Leave may be taken intermittently or on a reduced leave schedule for an employee's own serious illness when "medically necessary". Intermittent leave is leave taken in separate blocks of time spread over the year due to a single illness or injury. A reduced leave schedule is a leave schedule which reduces the usual number of hours per workweek or hours per day worked by the employee.

Greater Regional 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. If Greater Regional transfers a person under these circumstances, once the intermittent or reduced leave has been completed, the employee shall be transferred back to the same position that the employee held prior to taking the leave or to an equivalent position (as defined by the FMLA).

Certification of the Serious Health Condition

Greater Regional will require certification of the serious health condition. Failure to provide certification may result in a denial of continuation of leave until the certification is provided. A Medical Certification form will be provided by Greater Regional. It will include: the date when the condition began, its expected duration, diagnosis, and a brief statement of treatment. For medical leave for the employee's own medical condition, the

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certification must also include a statement that the employee is unable to perform work of any kind or a statement that the employee is unable to perform the essential functions of the employee's position. For intermittent leave or reduced schedules, the certification must include dates and the duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule.

If Greater Regional requests a second opinion it would be at their own expense if there is reasonable doubt regarding the certification. If the opinions of the employee- and employer-designated health care providers differ, the employer may require the employee to obtain certification from a third health care provider at the employer's expense. The third health care provider must be designated or approved jointly by the employer and the employee. This third opinion will be final and binding.

Greater Regional may not regularly contract with or otherwise regularly utilize the services of the health care provider furnishing the second opinion unless the hospital is in an area where access to health care is extremely limited (e.g. a rural area where no more than 1 or 2 doctors practice in the relevant specialty in the vicinity).

Reviewed/Revised/Date

11/06 2/07 3/08	1/09 2/10 4/11	11/11 1/12 4/13	3-14 5-15	4-16 5-17 6/18	5-19	

**GREATER REGIONAL HEALTH  
CRESTON, IOWA**

**Promotions & Transfers Policy**

**SECTION: Human Resources**

**SECTION #: 36**

**SUBJECT: Promotions & Transfers Policy**

**REFERENCE (TAG#):**

**REVIEWED BY: Human Resources, Administration**

**PRIMARY RESPONSIBILITY: Human Resources**

**DISTRIBUTION: Administrative Policy Manual**

**DEPARTMENT DIRECTOR:**

**DATE:**

**ADMINISTRATIVE APPROVAL:**

**DATE:**

**MEDICAL DIRECTOR APPROVAL:**

**DATE:**

**EFFECTIVE DATE:**

**PURPOSE:**

Greater Regional endeavors to offer employees opportunities for development and career advancement through transfer/promotions from within.

**POLICY:**

Employees of Greater Regional wishing to transfer will contact Human Resources when applying for any open position. The applicant must have acceptable performance (not on a performance improvement plan or at a step 2 or 3 on the discipline scale in the past 3 years), although it is recognized that in some circumstances it may be preferable to transfer an employee to a position as to which he or she is better suited than to insist upon satisfactory performance in one position before permitting transfer to another.

Applicants must meet the experience and educational requirements as outlined in the job posting announcement.

Newly hired GRH employees will be eligible to take advantage of the posting process after completion of 180 days of service. Employees who have transferred to a new position or department will be eligible for the posting process after 180 days in the new department. GRH reserves the right to grant exceptions based on business needs.

The hiring manager and/or Human Resources will determine the most qualified internal candidate(s). Simply meeting minimum requirements does not necessarily guarantee an interview. Should the internal candidate(s) not meet the qualifications for the posted position, or are not otherwise selected for interview or hire, the hiring manager provides an explanation to the candidate(s) of why they were not selected. If the hiring manager is not available, the HR Representative will provide the appropriate feedback to the candidate(s).

Hiring manager may conduct a reference check with employee's supervisor with employee consent.

All positions will be filled (whether internally or through external sources) by the most qualified individuals without regard to race, color, religion, age, sex, military or veteran status, national origin, disability, genetic information and other applicable protected class status.

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The hiring manager and HR collaboratively determine the starting salary to be offered. Any deviation from the compensation guidelines needs prior approval by the Administrative Staff member and the Chief Human Resource Office.

The hiring manager negotiates a transfer date for the employee with the releasing manager, insuring a minimal negative impact on business while remaining cognizant of the employee's needs. A reasonable period is typically two to four weeks for non-exempt and four weeks for exempt employees.

The releasing manager and the hiring manager may agree to another transfer date based on overall business needs; in periods of extreme need, the length of the hold over period can be extended for up to thirty days, providing the hiring manager's and releasing manager's common manager approves of the extension period, and a "best guess" date for release is set and agreed upon. Any further extensions require approvals by the Administrative Staff member and Chief HR Officer.

The employee is subject to a new 180 introductory period when transferring to a new department. If an employee does not successfully complete the introductory period in the new position, there is no guarantee an open position will be available.

Reviewed/Revised/Date

5/19 AR							