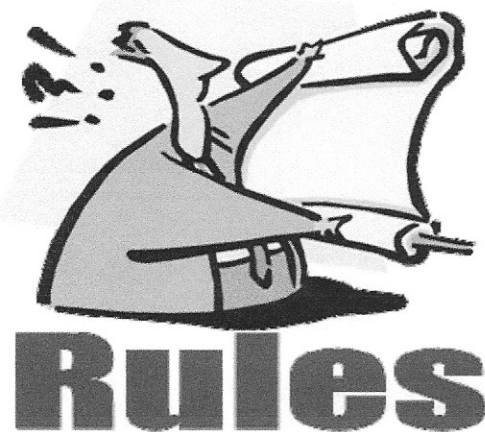


# Florida EMPLOYEE HANDBOOK



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## WELCOME TO **CARE AND LIFE HOME HEALTH SERVICES**

Starting a new job is exciting, but at times can be overwhelming. This employee handbook has been developed to help you become acquainted with our company and answer many of your initial questions.

As an employee of our company, the importance of your contribution cannot be overstated. Our goal is to provide the finest-quality products and services to our patients and to do this more efficiently and economically than our competitors. By satisfying our patients' needs, they will continue to do business with us and will recommend us to others.

You are an important part of this process as your work directly influences our companies' reputation.

We are glad you have joined us, and we hope you will find your work to be both challenging and rewarding.

Sincerely,

Mirtha Hernandez, Administrator



## **SECTION 1: THE WAY WE WORK**

### **1.01 A WORD ABOUT THIS HANDBOOK**

This Employee Handbook contains information about the employment policies and practices of the company. We expect each employee to read the Employee Handbook carefully, as it is a valuable reference to understanding your job and the company. The policies outlined in this Employee Handbook should be regarded as management guidelines only, which in a developing business will require changes from time to time. The company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the company. This Employee Handbook supersedes and replaces any and all prior Employee Handbooks and inconsistent verbal or written policy statements. Except for the policy of at-will employment, which can only be changed by the President of the company in writing, the company reserves the rights to revise, delete, and add to the provisions of this Employee Handbook. All such revisions, deletions, or additions must be in writing and must be signed by the President of the company. No oral statements or representations can change the provisions of this Employee Handbook.

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

OUR COMPANY IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS HANDBOOK, EITHER YOU OR THE COMPANY MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT WILL. NO OFFICE EMPLOYEE OR REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO ENTER INTO AN AGREEMENT, EXPRESS OR IMPLIED, WITH ANY EMPLOYEE FOR EMPLOYMENT OTHER THAN AT-WILL UNLESS THOSE AGREEMENTS ARE IN A WRITTEN CONTRACT SIGNED BY THE PRESIDENT OF THE COMPANY.

The Employee Handbook refers to current benefit plans maintained by the company. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan.

## **1.02 EQUAL EMPLOYMENT OPPORTUNITY**

Our company is committed to equal employment opportunity. We will not discriminate against employees or applicants for employment regarding any legally-recognized basis including, but not limited to: race, age, color, religion, sex, national origin, physical or mental disability or veteran status.

You may discuss equal employment opportunity-related questions with your supervisor or any other member of management.

## **1.03 AMERICANS WITH DISABILITIES ACT**

Our company is committed to providing equal employment opportunities to otherwise qualified individuals with disabilities, which may include providing reasonable accommodation where appropriate. In general, it is your responsibility to notify the company of any need for accommodations. Upon doing so, you may be asked for your input or the type of accommodations you believe may be necessary or the functional limitations caused by your disability.

Also, when appropriate, we may need your permission to obtain additional information from your physician, other medical or rehabilitation professionals.

## **1.04 A WORD ABOUT OUR EMPLOYEE RELATIONS PHILOSOPHY**

We are committed to providing the best possible climate for maximum development and goal achievement for all employees. Our practice is to treat each employee as an individual. We seek to develop a spirit of teamwork, individuals working together to attain a common goal.

In order to maintain an atmosphere where these goals can be accomplished, we provide a comfortable and progressive workplace. Most importantly, we have a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere. We take into account individual circumstances and the individual employee.

We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.

## **1.05 NON-HARASSMENT**

We prohibit harassment of any employee by another employee, supervisor or third party for any reason including, but not limited to, race, age, color, religion, sex, national origin, physical or mental disability or veteran status. Harassment of third parties by our employees is also prohibited.

The purpose of this policy is not to regulate the personal morality of employees, but to assure that, in the workplace, no employee harasses another for any reason.

While it is not easy to define precisely what harassment is, it includes: Slurs, epithets, threats, derogatory comments or visual depictions, unwelcome jokes, teasing, sexual advances, requests for sexual favors and other similar verbal or physical contact.

Any employee who feels that he or she is a victim of such harassment should immediately report the matter to the Administrator or any other member of management. The company will investigate all such reports as confidentially as possible. Adverse action will not be taken against an employee because he or she, in good faith, reports or participates in the investigation of a violation of this policy. Violations of this policy are not permitted and may result in disciplinary action, up to and including discharge.

## **1.06 SEXUAL HARASSMENT**

Sexual harassment is against company policy and is unlawful under state and federal law.

We firmly prohibit sexual harassment of any employee by another employee, supervisor or third party. Harassment of third parties by our employees is also prohibited. The purpose of this policy is not to regulate the morality of employees. It is to assure that, in the workplace, no employee is subject to sexual harassment. While it is not easy to define precisely what sexual harassment is, it may include: unwelcomed sexual advances, requests for sexual favors and/or verbal or physical conduct of a sexual nature including, but not limited to, sexually-related drawings, pictures, jokes, teasing, uninvited touching or other sexually-related comments.

Sexual harassment of an employee will not be tolerated. Violations of this policy will not be permitted and may result in disciplinary action, up to and including discharge. There will be no adverse action taken against employees who, in good faith, report violations of this policy or participate in the investigation of such violations.

Any employee who feels that he or she is a victim of sexual harassment should immediately report such actions in accordance with the following procedure. All complaints will be promptly and thoroughly investigated as confidentially as possible.

1. Any employee who believes he or she is a victim of sexual harassment or has been retaliated against for complaining of sexual harassment should report the act immediately to the Administrator. If you prefer not to discuss the matter with the Administrator, you may contact any other member of management.
2. The company will investigate every reported incident immediately. Any employee, supervisor or agent of the company who has been found to have violated this policy may be subject to appropriate disciplinary action, up to and including immediate discharge.
3. The company will conduct all investigations in a discreet manner. The company recognizes that every investigation requires a determination based on all the facts in the matter. We also recognize the serious impact a false accusation can have. We trust that all employees will continue to act responsibly.
4. The reporting employee and any employee participating in an investigation under this policy, have the company's assurance that no reprisals will be taken as a result of a sexual harassment complaint. It is our policy to encourage discussion of the matter, to help protect others from being subjected to similar inappropriate behavior.

#### **1.07 NEW EMPLOYEE ORIENTATION**

Upon joining our company, you were given a copy of the employee handbook. After reading the employee handbook, please sign the receipt page and return it to the Administrator. You will also be asked to complete personnel, payroll and benefit forms.

If you lose your employee handbook or if it becomes damaged in any way, please notify the Administrator as soon as possible to obtain a replacement copy.

The Administrator is responsible for the operations of your department. The Administrator will be a good source of information about the company and your job.

#### **1.08 CATEGORIES OF EMPLOYMENT**

**INTRODUCTORY PERIOD:** All employees are on an introductory period during their first six months of employment.

During this period of time, you will be able to determine if your new job is suitable for you, and your supervisor will have an opportunity to evaluate your work performance.

However, the completion of the introductory period does not guarantee employment for any period of time thereafter.

FULL-TIME EMPLOYEES regularly work 32 hours or more each week.

PART-TIME EMPLOYEES work less than 32 hours each week.

SEASONAL EMPLOYEES perform a job for a specified time, normally less than one year.

PER DIEM EMPLOYEES do not work regularly scheduled hours, but are called in to work on an as-needed basis.

In addition to the preceding, employees are also categorized as "exempt" or "non-exempt."

NON-EXEMPT EMPLOYEES are entitled to overtime pay as required by applicable federal and state law.

EXEMPT EMPLOYEES pursuant to applicable federal and state laws, exempt employees are not entitled to overtime pay, and are not subject to certain deductions to their weekly salary under the company's policies.

Upon hire, your manager will notify you of your employment classification.

#### **1.09 IMMIGRATION REFORM AND CONTROL ACT**

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the company.

#### **1.10 TALK TO US**

We encourage you to bring your questions, suggestions and complaints to our attention. We will carefully consider each of these in our continuing effort to improve operations. If you feel you have a problem, present the situation to your supervisor so that the problem can be settled by examination and discussion of the facts. We hope that the supervisor will be able to satisfactorily resolve most matters.



Your suggestions and comments on any subject are important, and we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you have chosen to use this procedure.

If at any time you do not feel comfortable speaking with your supervisor or the next level of management, discuss your concerns with any other supervisor with whom you feel comfortable.

## **SECTION 2: YOUR PAY AND PROGRESS**

### **2.01 RECORDING YOUR TIME**

You are required to maintain an accurate record of all time worked. Employees must record their hours either on a paper timesheet or in the agency's software. You will be instructed during orientation regarding this process.

All time sheets must be completed and given to your supervisor by Friday each week.

For payroll purposes, the work week starts on Saturday and ends on Friday.

### **2.02 PAYDAY**

You will be paid bi-weekly every other Friday for the period(s) which have ended on the previous week. When the payday is a holiday, you normally will be paid on the first working day before the holiday.

You may pick up your paycheck after 11am.

Please review your paycheck for errors. If you find a mistake, report it to the *Supervisor immediately*.

The Supervisor will assist you in taking the steps necessary to correct the error.

### **2.03 PAYCHECK DEDUCTIONS**

The company is required by law to make certain deductions from your paycheck each pay period. Such deductions typically include federal and state taxes and Social Security (FICA) taxes. Depending on the state in which you are employed and the benefits you choose, there may be additional deductions. All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

It is the policy of the company that exempt (salaried) employees' pay will not be "docked," or subject to deductions, in violation of salary pay rules issued by the United States Department of Labor and any corresponding rules issued by the state government, as applicable. However, the company may make deductions from employees' salaries in a way that is permitted under federal and state wage and hour rules. Employees will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law.

Exempt employees may be subject to the following salary deductions, except where prohibited by state law, but only for the following reasons:



- Absences of one or more full days for personal reasons, other than sickness or disability,
- Absences of one or more full days due to sickness or disability, if there is a plan, policy, or practice providing replacement compensation for such absences,
- Absences of one or more full days before eligibility under such a plan, policy, or practice or after replacement compensation for such absences has been exhausted,
- Suspensions for violations of safety rules of major significance,
- Suspensions of one or more full days for violations of workplace conduct rules, such as rules against sexual harassment and workplace violence,
- Any unpaid leave taken under the Family and Medical Leave Act, or
- Negative paid-time off balances, in whole-day increments only.

If questions or concerns about any pay deductions arise, employees may discuss and resolve them with your supervisor or the Administrator.

## **2.04 PERFORMANCE REVIEWS**

Your performance is important to our company. At 90 days and at least every year, according to your anniversary date, your supervisor will review your job progress within our company and help you to set new job performance plans.

Our performance review program is designed to provide the basis for better understanding between you, and your supervisor with respect to your job performance and any potential development within the company.

## **2.05 PROMOTIONS AND TRANSFERS**

We believe that career advancement is rewarding for both the employee and our company. We will promote qualified employees to new positions whenever possible.

## **2.06 PAY RAISES**

Depending upon your performance and our company's profitability, adjustments in your pay may be made when there has been an improvement in or sustainment of an already good performance during the review period.

## **2.07 PAY ADVANCES**

Pay advances will not be granted to employees.

## **2.08 OVERTIME**

There may be times when you will need to work overtime so that we may meet the needs of our customers. Although you will be given advance notice when feasible, this may not always be possible.

Non-exempt employees must have all overtime approved in advance by their supervisor. Non-exempt employees will be paid at a rate of time and one-half their regular hourly rate for hours worked in excess of 40 hours in a workweek, unless state law provides otherwise.

Only actual hours worked count towards computing weekly overtime.

## **SECTION 3: TIME AWAY FROM WORK AND OTHER BENEFITS**

### **3.01 HOLIDAYS**

Our company observes the following holidays each year:

New Year Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

If one of the above holidays falls on Saturday, it normally will be observed on the preceding Friday. If one of the above holidays falls on Sunday, it normally will be observed on the following Monday.

Full time employees are eligible for paid holidays immediately upon hire.

Non-exempt employees must work their scheduled workday before and after the holiday in order to be paid for the holiday, unless they are absent with prior permission from their immediate supervisor.

### **3.02 VACATION**

Full time employees are eligible for paid vacation time.

Vacation is calculated according to company policy as follows:

After 3 months, you shall be entitled to 5 days of vacation.

After 3 year(s), you shall be entitled to 10 days of vacation annually.

After 5 years, you shall be entitled to 15 days of vacation annually.

After 10 years, you shall be entitled to 20 days of vacation annually.

After 15 years, you shall be entitled to 25 days of vacation annually.

Full time employees are eligible for vacation pay in proportion to the number of hours they could have been scheduled to work.

Submit vacation requests in writing at least 2 week(s) in advance to your supervisor. When possible, vacation periods will be assigned in accordance with employee requests, taking operating requirements into account. Length of employment may determine priority in scheduling vacation times.

Vacation time may be carried over to the following year with a maximum of 300 hours. Vacation pay will not be granted in lieu of taking the actual time off. Management will determine the vacation dates for those employees who fail to make proper advance arrangements to take their remaining vacation time.

Upon termination, eligible employees will be paid for any accrued but unused vacation.

### **3.03 SICK DAYS**

Full Time employees are eligible for five (5) paid sick days each year.

Eligible employees qualify for this plan after completing three months or 90 days of employment.

Sick days are calculated according to hours worked.

During your initial year of employment, you will receive sick days on a prorated basis. Your supervisor will inform you of the number of days and the date on which you become eligible.

Exempt employees will receive sick pay in compliance with state and federal wage and hour laws.

Sick days may not be carried over to the following year. Employees are not paid in lieu of taking the actual time off.

Employees are not paid for earned but unused sick days upon termination.

### **3.04 JURY DUTY**

Employees summoned for jury duty will be granted an unpaid leave in order to serve. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Make arrangements with your supervisor soon as you receive your summons.

We expect you to return to your job if you are excused from jury duty during your regular working hours.

### **3.05 VOTING LEAVE**

Our company believes that every employee should have the opportunity to vote in any state, federal, general primary or special primary election. Any employee whose work schedule does not provide him/her 2 hours to vote while the polls are open, will be granted up to 2 hours unpaid time off in order to vote.

Exempt employees may be provided time off with pay, when necessary, to comply with state and federal wage and hour laws.

Notify your supervisor of the need for voting leave as soon as possible. When you return from voting leave, you must present a voter's receipt to your supervisor as soon as possible.

### **3.06 MILITARY LEAVE**

Employees who are required to fulfill military obligations for any branch of the Armed Forces of the United States or a state military service will be given the necessary time off and reinstated in accordance with federal and state law.

The time off will be unpaid, except where state law dictates otherwise. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage hour laws.

Accrued vacation may be used for this leave if the employee chooses. Military orders should be presented to your supervisor and arrangements for leave made as early as possible before departure. Employees are required to give advance notice of their service obligations to the company unless military necessity makes this impossible.

You must notify your manager of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the period of leave in accordance with state and federal law.

### **3.07 WITNESS LEAVE**

Employees are given the necessary time off without pay to attend or participate in a court proceeding in accordance with state law. We ask that you notify your supervisor of the need to take witness leave as far in advance as is possible.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

### **3.08 BEREAVEMENT LEAVE**

Fulltime employees who have completed 3 month(s) of employment are eligible for 3 paid day(s) off for the death of an immediate family member. Members of the immediate family include: parent, siblings, spouse, child, and grandparent.

Full time employees are eligible for bereavement pay in proportion to the number of hours they normally are scheduled to work.

Exempt employees may be provided additional time off with pay when necessary to comply with state and federal wage hour laws.

Requests for bereavement leave should be made to your immediate supervisor as soon as possible. Our company reserves the right to request written verification of an employee familial relationship to the deceased and his or her attendance at the funeral service as a condition of the bereavement pay.

### **3.09 LEAVE OF ABSENCE**

Under special circumstances, employees who have completed 1 year(s) of employment may be granted a leave of absence without pay. The granting of this type of leave is normally for compelling reasons and is dependent upon the written approval of your immediate supervisor. Leaves may not exceed days during which time no benefits will accrue. Leaves of absence are granted only after earned vacation is exhausted. We will continue to provide medical insurance for of your leave.

We will make reasonable efforts to return you to the same or similar job as held prior to the leave of absence, subject to our staffing and business requirements.

### **3.10 MEDICAL INSURANCE**

Eligible full time employees may enroll in a single, single plus one dependent or a family contract after three (3) months of employment. Information and enrollment forms may be obtained from the Administrator.

To assist you with the cost of this insurance, our company pays a portion of a single or a family contract. You are responsible for paying the balance through payroll deduction. Participating employees are also covered under our medical insurance plans' prescription drug and vision care and dental programs.

A booklet containing the details of the plan and eligibility requirements may be obtained from your supervisor. Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan.



Upon termination you may be entitled to continuation or conversion of the group medical insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, speak with your supervisor.

### **3.11 COBRA**

You and your covered dependents will have the opportunity to continue medical and/or dental and vision benefits for a period of up to 36 months under the provisions of the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) when group medical (and/or dental and vision)\* coverage for you and your covered dependents would otherwise end due to your death or because:

- \* Your employment terminates, for a reason other than gross misconduct,
- \* Your employment status changes due to a reduction in hours,
- \* Your child ceases to be a "dependent child" under the terms of the medical, (and/or dental and vision) plan,
- \* You become divorced or legally separated, or
- \* You become entitled to Medicare.

In the event of divorce, legal separation, or a child's loss of dependent status, you or a family member must notify the plan administrator within 60 days of the occurrence of the event. The plan administrator will notify the individuals eligible for continuation coverage of their right to elect COBRA continuation coverage.

### **3.12 SECTION 125 PLANS**

Our company offers a pre-tax benefits contribution option for employees. This employee benefit is known as a Section 125 plan.

A Section 125 plan is a benefit plan that allows you to make contributions toward premiums for \_\_\_\_\_ insurance on a "before tax," rather than an "after tax" basis. Your premium contributions are deducted from your gross pay before income tax and Social Security are calculated.

To participate in this plan, complete an election form and return it to your supervisor.

You cannot make any changes to your \_\_\_\_\_ insurance coverage until \_\_\_\_\_, unless your family status changes or you become eligible for a special enrollment period due to a loss of coverage. Family status changes include marriage, divorce, death of a spouse or child, birth or adoption of a child or termination of



employment of your spouse. A change in election due to a change in family status is effective \_\_\_\_\_.

### **3.13 DISABILITY LEAVE**

\_\_\_\_\_ employees are eligible for an unpaid disability leave of absence after completing 3 month(s) of employment. Disability leaves due to non-occupational illness, injury or pregnancy-related disability is not to exceed weeks.

Granting this leave prior to the completion of the eligibility period and/or beyond the maximum period stated above may be required as a reasonable accommodation in accordance with the Americans with Disabilities Act.

Employees requesting leave must provide written notice of the disability, including a doctor's certificate, stating the nature of the disability and the expected date of return to work.

We will continue to provide medical insurance coverage for employees on authorized disability leave for the first month of disability. During this time you will be responsible for paying your portion of the monthly premium. When the above period expires, you may continue medical insurance coverage by making arrangements with your supervisor to pay the appropriate monthly premium in advance each month.

When you are able to return to work, give us at least one week's advance notice. Include a doctor's certificate stating that you are medically able to return to your normal duties.

We will return you to the same or similar position you held prior to the disability leave, subject to our staffing and business requirements. Your continued absence from work beyond your disability (as determined by your physician) will be deemed a voluntary termination of your employment.

This leave may run concurrently with any other leave where permitted by state and federal law.

### **3.14 FAMILY MEDICAL LEAVE ACT (FMLA)**

Employees who have completed 12 months(s) of employment and have worked 1,250 hours over those previous 12 months may be granted a leave of absence without pay upon the birth or adoption of a child, to care for an immediate family member (spouse, child, or parent) with a serious health condition, to take medical leave when the employee is unable to work because of a serious health condition.

Employees may also take up to 26 work weeks of leave to care for a "member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness" FMLA permits a "spouse, son, daughter, parent, or next of kin" to take the Military FMLA.

Parental leave must begin within six months of the birth of the child and/or placement of a child for adoption.

FMLA may not exceed 12 weeks in a 12 month period. Employees will be required to substitute their accrued sick or vacation time for all or part of their parental leave. In addition, benefits, such as paid time off and holidays, will not accrue while employees are on a parental leave.

Employees seeking FMLA must provide a minimum of 30 days advance notice of their intent to take parental leave and the anticipated date of their return. Employees may not accept other employment or apply for unemployment insurance while on parental leave. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment.

We will make a reasonable effort to return you to the same or a similar position upon your return from leave subject to our staffing and business requirements.

This leave may run concurrently with any other leave where permitted by state and federal law.

### **3.15 SOCIAL SECURITY**

During your employment, you and the company both contribute funds to the Federal Government to support the Social Security program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

### **3.16 WORKERS' COMPENSATION (Not applicable for Texas)**

On-the-job injuries are covered by our Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to your immediate Supervisor or Human Resources.

Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim we ask for your assistance in alerting

management to any condition which could lead to or contribute to an employee accident. Additionally, the company will attempt to provide a reasonable accommodation which is medically necessary, feasible and does not impose an undue hardship on the company as prescribed by applicable Federal, state or local law.

### **3.17 401(k) QUALIFIED RETIREMENT PLAN**

Our company provides eligible employees with a 401(K) Qualified Retirement plan which offers an excellent means of long-term savings for your retirement. The company's contribution, if any, is determined by the employer on an annual basis.

You can obtain a copy of the Summary Plan Description which contains the details of the plan including eligibility and benefit provisions from your supervisor. In the event of any conflict in the description of any plan, the official plan documents, which are available for your review, shall govern. If you have any questions regarding this plan, see your plan administrator.

## **SECTION 4: ON THE JOB**

### **4.01 ATTENDANCE AND PUNCTUALITY**

Attendance and punctuality are important factors for your success within our company. We work as a team and this requires that each person be in the right place at the right time.

If you are going to be late for work or absent, you must notify your immediate supervisor as soon as possible but no later than 60 minutes before the start of your workday.

Personal issues requiring time away from your work such as doctor's appointments should be scheduled during non-working hours if possible.

If you are absent for 3 days without notifying the company, it is assumed that you have voluntarily abandoned your position with the company, and you will be removed from the payroll.

### **4.02 WORKWEEK**

Because of the nature of our business, your work schedule may vary depending on your job. Our normal business hours are;

Monday: 9:00a.m. to 5:00 p.m.

Tuesday: 9:00a.m. to 5:00 p.m.

Wednesday: 9:00a.m. to 5:00 p.m.

Thursday: 9:00a.m. to 5:00 p.m.

Friday: 9:00a.m. to 5:00 p.m.

Saturday CLOSED

Sunday CLOSED

Check with your immediate supervisor if you have questions about your hours of work.

### **4.03 BREAKS**

Each employee shall receive two 10 minute breaks for every 2 hours of work separated by the 30 minute required lunch break. Breaks are not to be missed in lieu of dismissing early and will not be taken within an hour of the working day end.

#### **4.04 MEAL TIME**

A 30 minute, non-paid meal break should be taken each day. Your immediate supervisor is responsible for approving the scheduling of this time.

#### **4.05 STANDARDS OF CONDUCT**

Each employee has an obligation to observe and follow the company's policies and to maintain proper standards of conduct at all times. If an individual's behavior interferes with the orderly and efficient operation of a department, corrective disciplinary measures will be taken.

Disciplinary action may include a verbal warning, written warning, and suspension with or without pay and/or discharge. The appropriate disciplinary action imposed will be determined by the company. The company does not guarantee that one form of action will necessarily precede another.

The following may result in disciplinary action, up to and including discharge violation of the company's policies or safety rules, insubordination, unauthorized possession, use or sale of alcohol or controlled substances on work premises or during working hours, unauthorized possession, use or sale of weapons, firearms or explosives on work premises, theft or dishonesty, physical harassment, sexual harassment, disrespect toward fellow employees, visitors or other members of the public, poor attendance, performing outside work or use of company property, equipment or facilities in connection with outside work while on company time, or poor performance. These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

Nothing in this policy is designed to modify our employment-at-will policy.

#### **4.06 CUSTOMER AND PUBLIC RELATIONS**

Our company's reputation is built on excellent service and quality work. To maintain this reputation requires the active participation of every employee.

The opinions and attitudes that customers have toward our company may be determined for a long period of time by the actions of one employee. It is sometimes easy to take a customer for granted, but if we do, we run the risk of losing not only that customer, but his or her associates, friends or family who may also be customers or prospective customers.

Each employee must be sensitive to the importance of providing courteous treatment in all working relationships.

#### **4.07 SOLICITATION AND DISTRIBUTION**

In order to avoid unnecessary annoyances and interruptions from your work, solicitation by an employee of another employee is prohibited while either person is on working time.

Employee distribution of literature, including handbills, in work areas is prohibited at all times.

Trespassing, soliciting or distribution of literature by non-employees on these premises is prohibited at all times.

#### **4.08 CHANGES IN PERSONAL DATA**

To aid you and/or your family in matters of personal emergency, we need to maintain up-to-date information.

Changes in name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries should be given to your supervisor promptly.

#### **4.09 PROTECTING COMPANY INFORMATION**

Protecting our company's information is the responsibility of every employee, and we all share a common interest in making sure it is not improperly or accidentally disclosed. Do not discuss the company's confidential business with anyone who does not work for us. You may be required to sign a non-compete or nondisclosure agreement as a condition of your employment, in accordance with state and federal law.

All telephone calls regarding a current or former employee's position/compensation with our company (reference check) must be forwarded to the Administrator.

The company's address shall not be used for the receipt of personal mail.

#### **4.10 CARE OF EQUIPMENT**

You are expected to use proper care when using the company's property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break or damage any property, report it to your immediate supervisor at once.



#### **4.11 COMPANY VEHICLES**

Operators of company vehicles are responsible for the safe operation and cleanliness of the vehicle. Accidents involving a company vehicle must be reported to the Administrator immediately.

Employees are responsible for any moving and parking violations and fines which may result when operating a company vehicle. Company vehicles should be operated by the employee only. Company vehicles may only be used for job-related travel.

The use of seat belts is mandatory for operators and passengers of company vehicles.

Texting, checking email and making cellphone calls while driving is prohibited.

#### **4.12 SEVERE WEATHER**

Severe weather is to be expected during certain months of the year. Although driving may at times be difficult, when caution is exercised, the roads are normally passable. Except in cases of severe storms, we are all expected to work our regular hours. Time taken off due to poor weather conditions must be approved by your immediate supervisor.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

If extreme weather conditions require closing of the building, you will be notified by your supervisor.

#### **4.13 PERSONAL TELEPHONE CALLS**

It is important to keep our telephone lines free for customer calls. Although the occasional use of the company's telephones for a personal emergency may be necessary, routine personal calls are prohibited. Personal cellular telephones must be turned off or set to a silent alert during working hours while on company premises.

Any personal calls that must be made may be made on the employee break time.

#### **4.14 CELLULAR TELEPHONES**

Employees in certain positions are issued company cellular telephones so they may maintain contact with patients and co-workers when they are out of the office on business.

Employees are encouraged to take appropriate safety precautions when using their cellular telephones. The use of cellular telephones while driving is prohibited.



Employees are expected to comply with applicable state laws regarding the use of cellular telephones.

Company cellular telephones are for business purposes. Although the occasional use of your company cellular telephone for personal calls may be necessary, incoming and outgoing personal calls are discouraged. Employees must reimburse the company in accordance with applicable state and federal wage and hour laws for any personal calls made or received on a company cellular telephone.

The use of cellular telephones is not a work requirement for most employees. Employees who are not issued a company cellular telephone will not be reimbursed for the use of their personal cellular telephones and are expected to make business calls from the office.

Employees are expected to demonstrate proper care of their cellular telephones. If you lose, break or damage your company cellular telephone, report it to your immediate supervisor at once. All cellular telephones issued by the company must be returned upon leaving our company or upon transferring to a position that does not require a company cellular telephone.

Employees are not allowed to use company or personal cellphones to post any information regarding patients or agency business on social media including face book. Violation of this policy may result in disciplinary action, up to and including discharge.

#### **4.15 ELECTRONIC MAIL MONITORING**

We recognize your need to be able to communicate efficiently with fellow employees and customers. Therefore we have installed an internal electronic mail (e-mail) system to facilitate the transmittal of business-related information within the company and with our customers.

The e-mail system is intended for business use only. The use of the company's e-mail system to solicit fellow employees or distribute non job-related information to fellow employees is strictly prohibited.

Our company's policies against sexual and other types of harassment apply fully to the e-mail system. Violations of those policies are not permitted and may result in disciplinary action, up to and including discharge. Employees are also prohibited from the display or transmission of sexually-explicit images, messages, ethnic slurs, racial epithets or anything which could be construed as harassment or disparaging to others.

Employees shall not use unauthorized codes or passwords to gain access to others' files.

All e-mail passwords must be made available to the company at all times. Please notify your supervisor if you need to change your password.

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

For business purposes, management reserves the right to enter, search and/or monitor the private company e-mail system and the files/transmission of any employee without advance notice and consistent with applicable state and federal laws.

#### **4.16 VOICEMAIL MONITORING**

We recognize your need to be able to communicate efficiently with fellow employees and customers. Therefore we have a voicemail system to facilitate the transmittal of business-related information with the company and with our customers.

The voicemail system is intended for business use only. The use of the company's voicemail system to solicit fellow employees or distribute non job-related information to fellow employees is strictly prohibited.

Our company's policies against sexual and other types of harassment apply fully to the voicemail system. Violations of those policies are not permitted and may result in disciplinary action, up to and including discharge. Employees are also prohibited from the transmission of sexually-explicit images, messages, ethnic slurs, racial epithets or anything which could be construed as harassment or disparaging to others.

All voicemail passwords must be made available to the company at all times. Please notify your supervisor if you need to change your password.

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

For business purposes, management reserves the right to enter, search and/or monitor the private company voice mail system and the voicemail of any employee without advance notice and consistent with applicable state and federal laws.

#### **4.17 INTERNET USAGE**

As a growing company, we recognize the need to stay on the cutting edge of technology. This is one of the reasons we allow employees to have access to the internet.

The internet is intended for business use only. Use of the internet for any non-business purpose, including but not limited to, personal communication or solicitation, purchasing personal goods or services, gambling and downloading files for personal use, is strictly prohibited.

Our company's policies against sexual and other types of harassment apply fully to internet usage. Violations of those policies are not permitted and may result in disciplinary action, up to and including discharge. Therefore, employees are also prohibited from displaying, transmitting and/or downloading sexually explicit images, messages, ethnic slurs, racial epithets or anything which could be construed as harassment or disparaging to others.

Consistent with applicable federal and state law, the time you spend on the internet may be tracked through activity logs for business purposes. All abnormal usage will be investigated thoroughly. Employees learning of any misuse of the internet shall notify a member of management.

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

#### **4.18 DRESS POLICY**

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times.

Our customers' satisfaction represents the most important and challenging aspect of our business. Whether or not your job responsibilities place you in direct customer contact, you represent the company with your appearance as well as your actions. The properly attired individual helps to create a favorable image for the company, to the public and fellow employees.

The company maintains a business casual environment on Fridays for the office staff. All employees should use discretion in wearing attire that is appropriate for the office and customer interaction.

#### **4.19 BULLETIN BOARD**

Information of interest and importance to you is regularly posted on our bulletin board in the break area. We suggest that you look at it regularly. The bulletin board is for administrative use only, employees may not post or remove any information from the board.

#### **4.20 CONTACTS WITH THE MEDIA**

All media inquiries regarding the company and its operations must be referred to the Administrator. Only the Administrator is authorized to make or approve public statements pertaining to the company or its operations. No employees, unless specifically designated by the Administrator, are authorized to make statements to the media.

#### **4.21 IF YOU MUST LEAVE US**

Should you decide to leave your employment with us, we ask that you provide your immediate supervisor with at least 2 weeks' advance written notice. Your thoughtfulness is appreciated and will be noted favorably should you ever wish to reapply for employment with the company.

Employees who are rehired following a break in service in excess of 6 month(s) other than an approved leave of absence must serve a new initial introductory period. Such employees are considered new employees from the effective date of their reemployment for all purposes, including the measuring of benefits.

Our company does not provide a "letter of reference" to former employees. Generally, we will confirm, upon request, our employees' dates of employment, salary history and job title.

All resigning employees will be asked to complete a brief exit interview prior to leaving. All company property, including the employee handbook and ID badge, must be returned upon termination. The company may take action to recoup any replacement costs and/or seek the return of company property through the appropriate legal recourse.

You should notify the company if your address changes during the calendar year in which termination occurs so that your tax information will be sent to the proper address.

## **SECTION 5: SAFETY IN THE WORKPLACE**

### **5.01 EMPLOYEE RESPONSIBILITY**

Safety can only be achieved through teamwork at our company. Each employee, supervisor and manager must practice safety awareness by thinking defensively, anticipating unsafe situations and reporting unsafe conditions immediately to their supervisor.

Please observe the following precautions:

1. Notify your supervisor of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform your supervisor immediately.
2. The unauthorized use of alcoholic beverages or illegal substances during working hours will not be tolerated. The possession of alcoholic beverages or illegal substances on the company's property is forbidden.
3. Use, adjust and repair machines and equipment only if you are trained and qualified.
4. Know the proper lifting procedures. Get help when lifting or pushing heavy objects.
5. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess, ask your supervisor.
6. Know the locations, contents and use of first aid and firefighting equipment.
7. Wear personal protective equipment in accordance with the job you are performing.
8. Comply with OSHA standards as written in our safety procedures manual.
9. Unauthorized possession, use or sale of weapons, firearms or explosives on work premises is forbidden.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including discharge.

### **5.02 GOOD HOUSEKEEPING**

Good work habits and a neat place to work are essential for job safety and efficiency. You are expected to keep your place of work organized and materials in good order at all times. Report anything that requires repair or replacement to your supervisor.



### **5.03 SMOKING IN THE WORKPLACE**

Our company is committed to providing a safe and healthy environment for employees and visitors. To accomplish this, smoking is prohibited.

### **5.04 WORKPLACE VIOLENCE**

Violence by an employee or anyone else against an employee, supervisor or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage of company property in the event someone, for whatever reason, may be unhappy with a company decision or action by an employee or member of management.

If you receive or overhear any threatening communications from an employee or outside third party, report it to your supervisor at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential, to the extent possible, investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence.

Violations of this policy, including your failure to report or fully cooperate in the company's investigation, may result in disciplinary action, up to and including immediate discharge.

### **5.05 SUBSTANCE ABUSE**

The company has vital interests in ensuring a safe, healthy and efficient working environment for our employees, their co-workers and the customers we serve. The unlawful or improper presence or use of controlled substances or alcohol in the workplace presents a danger to everyone. For these reasons, we have established as a condition of employment and continued employment with the company the following substance abuse policy.

The company has implemented a drug testing program in compliance with state and federal laws. Employees are prohibited from reporting to work or working while using illegal or unauthorized substances. Employees are prohibited from reporting to work or working when the employee uses any controlled substances, except when the use is pursuant to a doctor's orders and the doctor advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties.

In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal substances and alcohol in the workplace including on company paid time, on company premises, in company vehicles, or while engaged in company activities. Employees are also prohibited from reporting for duty or remaining on duty with any alcohol in their system. Employees are also prohibited from consuming alcohol during working hours, including meal and break periods. This does not include the authorized use of alcohol at company-sponsored functions or activities.

Your employment or continued employment with the company is conditioned upon your full compliance with the company's substance abuse policy. Any violation of this policy may result in disciplinary action up to and including discharge. Furthermore, any employee who violates this policy who is subject to termination may be permitted in lieu of termination, at the company's sole discretion, to participate in and successfully complete an appropriate treatment, counseling or rehabilitation program as recommended by a substance abuse professional as a condition of continued employment and in accordance with applicable federal, state and local laws.

Consistent with its fair employment policy, the company maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before their substance or alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves, or others. The company will attempt to assist its employees through referrals to rehabilitation, appropriate leaves of absence, and other measures, consistent with the company's policies and applicable federal, state or local laws.

The company further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of company issued lockers, desks or other suspected areas of concealment, as well as an employee's personal property when the company has reasonable suspicion to believe that the employee has violated this substance abuse policy. This policy represents management guidelines only and should not be interpreted as a contract of employment.



## RECEIPT OF EMPLOYEE HANDBOOK

This is to acknowledge that I have received a copy of the Agency Employee Handbook and understand that it sets forth the terms and conditions of my employment as well as the duties, responsibilities, and obligations of employment with the company. I understand and agree that it is my responsibility to read the Employee Handbook and abide by the rules, policies, and standards set forth in the Employee Handbook.

I acknowledge that my employment with the Agency is not for a specified period of time and I can be terminated at any time for any reason, with or without cause or notice, by me or by the company. I acknowledge that no oral or written statements or representations regarding my employment can alter the foregoing. I also acknowledge that no employee has the authority to enter into an employment agreement-express or implied-providing for employment other than at-will.

I acknowledge that except for the policy of at-will employment, the company reserves the right to revise, delete, and add to the provisions of this Employee Handbook. All such revisions, deletions, or additions must be in writing and must be signed by the President of the company. No oral statements or representations can change the provisions of this Employee Handbook. I also acknowledge that, except for the policy of at-will employment, terms and conditions of employment with the company may be modified at the sole discretion of the company with or without cause or notice at any time. No implied contract concerning any employment-related decision, term of employment, or condition of employment can be established by any other statement, conduct, policy, or practice. I acknowledge that I have received written information about interacting with patient/clients who have Alzheimer's disease or dementia-related disorders.

I understand that the foregoing agreement concerning my at-will employment status and the company's right to determine and modify the terms and conditions of employment is the sole and entire agreement between me and our Agency concerning the duration of my employment, the circumstances under which my employment may be terminated, and the circumstances under which the terms and conditions of my employment may change. I further understand that this agreement supersedes all prior agreements, understandings, and representations concerning my employment with the company.

If I have questions regarding the content or interpretation of this handbook, I will bring them to the attention of my supervisor.

**NAME** \_\_\_\_\_

**DATE** \_\_\_\_\_

**EMPLOYEE SIGNATURE** \_\_\_\_\_

Original: Personnel file    cc: Employee