

**Care Professional Employee Handbook**

**Arch Home Care Inc., an independently owned and operated franchise of Home Instead, Inc., an Honor Company.**

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Dear Care Pro,

We are pleased to welcome you as an employee of Arch Home Care Inc., *dba an independently owned and operated Home Instead® franchise*), America’s trusted source of companionship and home care for seniors!

We’re passionate about helping seniors, and we welcome any opportunity to help them remain independent as long as possible. As a company, it is our goal to provide our Care ProSM what they need to deliver superior quality care with dignity, pride, love and compassion.

There are essentially three factors we use to provide our clients with one of our Care Pros. Availability, reliability, and compatibility are all considerations we make when we assign a Care Pro to a client. Our staff takes pride in making the best match for everyone involved.

Our Care Pros really do make a difference in the lives of our clients. We believe our greatest asset is our Care Pros, and our success comes in part from hiring the best! You have joined a group of the most dedicated, caring, and compassionate people in the local community. You’ll find that our Care Pros have the highest degree of trust, integrity and pride.

Our entire staff is available to encourage you, to support you, and to answer any question that you may have. We know it takes all of us, many we haven’t even met yet, to accomplish our vision.

Again, we wish you the best in your career with Home Instead®.

# INTRODUCTION

This Handbook is intended to describe some of the expectations of our employees and to outline the policies, programs, and benefits available to eligible employees. Employees should familiarize themselves with the contents of this Handbook as it will answer many questions about employment with, Arch Home Care Inc., dba Home Instead.

No employee handbook can anticipate every circumstance or question. Except for the at-will employment provisions, this Handbook can be amended at any time. As such, we reserve the right to modify, interpret, rescind or supplement any policies, process or procedures as we deem appropriate, with or without prior notice, at our discretion. This Handbook supersedes all previously issued Handbooks.

You are employed as a Care ProSM by an independently owned and operated franchise office that provides in-home services to seniors under a federally registered service mark, Home Instead®. Your employer, which has a license to use the Home Instead® service mark, is:Arch Home Care Inc., dba Home Instead.

Neither Home Instead, Inc. nor Home Instead® is your employer.

Note: For the purpose of this Handbook your employer, Arch Home Care Inc., dba Home Instead.will be referred to as the “Company,” “us” or “we.”

Following your review of this Handbook.

## Mission Statement

Enhancing the Lives of Aging Adults and Their Families

## About Us

Home Instead® is the world’s largest and most trusted provider of comprehensive, companionship and home care services for the seniors. These services are provided through a network of over 1000 franchise offices located throughout the United States and Internationally. The Omaha based company has been providing services to clients since 1994, and there are over 90,000 Care ProsSMcumulatively worldwide.

Home Instead® provides a meaningful solution for the seniors, who prefer to remain at home. Their quality of life is enhanced without the stress and hardships of interrupted routines and changes in their daily habits. Our part-time, full-time and around-the-clock services are designed for people who are capable of managing their physical needs, but require assistance, supervision, light housework, errands and/or companionship to remain in their homes.

As our population ages, Home Instead® will play an even more important role as a provider of these services. Just look at the facts:

* Today, about 13% of all Americans are age 65 and older. By the year 2050, this figure will increase to 20%.
* Only 5% of the senior population lives in a nursing home. The remaining 95% live alone, with a spouse or move in with a family member.
* Senior care is expected to replace childcare as the top concern among U.S. employees.

An estimated 35.6 million people live with dementia worldwide in 2010 and will increase to 65.7 million by 2030.

## Purpose of Employee Handbook

This Handbook contains information about the employment policies and practices of Arch Home Care Inc., dba Home Instead. These policies reflect the Company’s values, and we expect each employee to read this Handbook carefully as it is a valuable reference for understanding your job and Arch Home Care Inc., dba Home Instead.

This Handbook supersedes all previously issued Handbooks. Except for the policy of at-will employment, Arch Home Care Inc., dba Home Instead reserves the right to revise, delete, and add to the provisions of this Handbook. All such revisions, deletions, or additions must be in writing. No oral statements or representations can change the provisions of this Handbook.

This Handbook does not constitute an express or implied contract guaranteeing continued employment for any employee. No manager or supervisor has any authority to enter into a contract of employment express or implied that changes or alters the fact that employment with Arch Home Care Inc., dba Home Instead is at-will. **Only the President/Owner of the Company or an authorized representative has the authority to enter into an employment agreement that alters the fact that employment with** Arch Home Care Inc., dba Home Instead is at-will, **and any such agreement must be in writing signed by the President/Owner of the Company or an authorized representative**.

Not all of the Company’s policies and procedures are set forth in this Handbook. We have summarized only some of the more important ones. If an employee has any questions or concerns about this Handbook or any other policy or procedure, please ask your supervisor, Human Resources, or another member of management.

Nothing in this Handbook or in any other document or policy is intended to violate any local, state or federal law. Not all of the Company’s policies and procedures are set forth in this Handbook. We have summarized only some of the more important ones. If an employee has any questions or concerns about this Handbook or any other policy or procedure, please ask your supervisor, your Human Resources representative, or another member of management.

## Equal Employment Opportunity

The Company is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination against any applicant or employee based on any legally-recognized basis, including, but not limited to: race, color, religion, sex (including pregnancy, lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, citizenship status, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status or any other status protected by federal, state or local law. Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits unlawful discrimination by any employee, including supervisors and co-workers.

### Complaint Procedure

Any employee who believes that they have been harassed, discriminated against or subject to retaliation by a co-worker, supervisor, agent, vendor or client of the Company, in violation of the foregoing policies, or who is aware of such harassment, discrimination of or retaliation against others, should immediately provide a written or verbal report to their supervisor, any other member of management or to the Owner to report such incidents. After a report is received, a thorough and objective investigation by management will be undertaken. The investigation will be completed and a determination made and communicated to the employee as soon as practical. The Company expects all employees to fully cooperate with any investigation conducted by the Company into a complaint of proscribed harassment, discrimination or retaliation, or regarding the alleged violation of any other Company policies.

If we determine that this policy and/or any applicable law has been violated, remedial action will be taken, commensurate with the severity of the offense. If a complaint of prohibited harassment, discrimination or retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken. Appropriate action will also be taken to deter any future harassment or discrimination prohibited by this policy.

The Equal Employment Opportunity Commission (“EEOC”) and equivalent state agencies will accept and investigate charges of unlawful discrimination or harassment at no charge to the complaining party.

### Protection Against Retaliation

Retaliation is prohibited against any person by another employee or by the Company for using this complaint procedure, reporting proscribed harassment, or for filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

An employee should report any retaliation prohibited by this policy to their supervisor, any management team member or to Human Resources. Employees can contact the Owner to report such incidents. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

## Disability and Pregnancy Accommodation

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result. Any employee who requires an accommodation in order to perform the essential functions of their job, enjoy an equal employment opportunity, and/or obtain equal job benefits should contact Human Resources to request such an accommodation. Human Resources will communicate with the employee and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation(s) may be appropriate. In some cases, this interactive process may be triggered without a request from the employee, such as when the Company receives notice from its own observation or another source that a medical impairment may be impacting the employee’s ability to perform essential job functions.

Employees who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The Company will evaluate information obtained from the employee, and possibly the employee’s health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations, and will then work with the employee to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). If an identified accommodation is reasonable and will not impose an undue hardship on the Company and/or a direct threat to the health and/or safety of the individual or others. The Company will generally make the accommodation, or it may propose another reasonable accommodation which may also be effective. Employees are required to cooperate with this process by providing all necessary documentation supporting the need for accommodation, and being willing to consider alternative accommodations when applicable.

The Company will also consider requests for reasonable accommodations for conditions related to pregnancy, childbirth and lactation where supported by documentation and/or as required by applicable federal, state or local law.

Employees who wish to request unpaid time away from work to accommodate a disability should speak to Human Resources.

## Religious Accommodation

The Company will provide reasonable accommodation for employees’ religious beliefs, observances, and practices when a need for such accommodation is identified and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee’s religious beliefs, observances, or practices and the employee’s job requirements, without causing undue hardship to the Company.

The Company has developed an accommodation process to assist employees, management, and Human Resources. Through this process, the Company establishes a system of open communication between employees and the Company to discuss conflicts between religion and work and to take action to provide reasonable accommodation for employees’ needs. The intent of this process is to ensure a consistent approach when addressing religious accommodation requests. Any employee who perceives a conflict between job requirements and religious belief, observance, or practice should bring the conflict and request for accommodation to the attention of **Amy Best, Owner,** to initiate the accommodation process. The Company requests that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible.

## Background Checks

The Company recognizes the importance of maintaining a safe, secure workplace with employees who are qualified, reliable, and nonviolent, and who do not present a risk of serious harm to their coworkers, our clients, or others. To promote these concerns and interests, the Company reserves the right to investigate an individual’s prior employment history, personal references, and educational background, as well as other relevant information. Consistent with legal or contractual requirements, the Company also reserves the right to obtain and to review an applicant’s or an employee’s criminal conviction record, and related information, and to use such information when making employment decisions, but only to the extent permissible under applicable law.

All background checks will be conducted in strict conformity with the federal Fair Credit Reporting Act (“FCRA”), applicable state fair credit reporting laws, and state and federal anti-discrimination and privacy laws. The Company is an equal opportunity employer and will comply with applicable federal, state and local laws relating to the use of background checks for employment purposes.

## Employee Eligibility and Work Authorization

The Company is committed to employing only individuals who are authorized to work in the United States and who comply with applicable immigration and employment law. As a condition of employment, every individual must provide satisfactory evidence of their identity and legal authority to work in the United States. If the employee cannot verify their right to work in the United States within three business days of employment, the Company will be required to terminate their employment immediately.

## Employment At-Will

Employment with the Company is at-will, unless state law provides otherwise. This means that employment may be terminated for any or no reason, with or without cause or notice at any time by the employee or by the Company. Nothing in this Handbook or any oral statement shall limit the right to terminate at-will. This at-will employment policy is the sole and entire understanding between the employee and the Company regarding the fact that employment with the Company is at-will. No manager or supervisor has any authority to enter into a contract of employment express or implied that changes or alters the at-will employment relationship. **Only the President/Owner of the Company or an authorized representative has the authority to enter into an employment agreement that alters the at-will employment relationship and any such agreement must be in writing signed by the President/Owner of the Company or an authorized representative.**

## Sexual and Other Prohibited Harassment

The Company is committed to providing a work environment that is free of illicit harassment. As a result, the Company maintains a strict policy prohibiting sexual harassment and harassment against applicants and employees based on any legally-recognized status, including, but not limited to: race, color, religion, sex, pregnancy (including lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status or any other status protected by federal, state or local law.

**Our anti-harassment policy applies to all persons involved in our operations, regardless of their position, and prohibits harassing conduct by any employee of the Company, including supervisors, managers and nonsupervisory employees. This policy also protects employees from prohibited harassment by third parties, such as vendors, clients, visitors or temporary or seasonal workers. If such harassment occurs on the job by someone not employed by the Company, the procedures in this policy should be followed.**  **The workplace includes: actual worksites, any setting in which work-related business is being conducted (whether during or after normal business hours), company-sponsored events, or company owned/controlled property.**

The Company prohibits unlawful harassment, including sexual harassment, as well as conduct that does not rise to the level of being unlawful. This policy is not designed or intended to limit the Company’s authority to discipline or take remedial action for workplace conduct that the Company deems unacceptable, regardless of whether that conduct satisfies the definition of unlawful harassment or sexual harassment.

### Sexual Harassment Defined

Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

* Submission to such conduct is made a term or condition of employment; or
* Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
* Such conduct has the purpose or effect of unreasonably interfering with an employee’s work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment also includes various forms of offensive behavior based on sex. The following is a non-exhaustive list of the types of conduct prohibited by this policy:

* Unwanted sexual advances or propositions (including repeated and unwelcome requests for dates);
* Offers of employment benefits in exchange for sexual favors;
* Making or threatening reprisals after a negative response to sexual advances;
* Visual conduct: leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, posters, websites, social media, emails or text messages;
* Verbal conduct: making or using sexually derogatory comments, innuendos, epithets, slurs, sexually explicit jokes, or comments about an individual’s body or dress, whistling or making suggestive or insulting sounds;
* Verbal and/or written abuse of a sexual nature, graphic verbal and/or written sexually degrading commentary about an individual’s body or dress, sexually suggestive or obscene letters, notes, invitations, emails, text messages, tweets or other social media postings;
* Physical conduct: touching, assault or impeding or blocking normal movements;
* Retaliation for making reports or threatening to report sexual harassment.

### Other Types of Harassment

Harassment on the basis of any legally protected status is prohibited, including harassment based on: race, color, religion, sex, pregnancy (including lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status or any other status protected by federal, state or local law. Prohibited harassment may include behavior similar to the illustrations above pertaining to sexual harassment. It also includes, but is not limited to:

* Verbal conduct including taunting, jokes, threats, epithets, derogatory comments or slurs based on an individual’s protected status;
* Visual and/or written conduct including derogatory posters, photographs, calendars, cartoons, drawings, websites, social media, emails, text messages or gestures based on an individual’s protected status; and
* Physical conduct including assault, unwanted touching or blocking normal movement because of an individual’s protected status.

### Complaint Procedure

Any applicant or employee who believes that they have been subjected to prohibited harassment, discrimination or retaliation by a co-worker, supervisor, manager, client, visitor, vendor, customer or temporary or seasonal worker of the Company, or who believes another individual has been subject to such conduct, should report it immediately. Applicants and employees are encouraged to report concerns, even if they relate to incidents in the past, involve individuals who are no longer affiliated with the Company, or concern conduct occurring outside of work if it impacts the individual at work.

Complaints can be made verbally, or in writing, to the highest-ranking on-site supervisor or manager or to the President/Owner of the Company. Employees are not required to report any prohibited conduct to a supervisor or manager who may be hostile, who has engaged in such conduct, who is a close associate of the person who has engaged in such conduct, or with whom the employee is uncomfortable discussing such matters.

Employees are encouraged, but not required, to communicate to the offending person that the person’s conduct is offensive and unwelcome. Any supervisor or manager who receives a complaint of harassment, discrimination or retaliation must immediately report the allegation to Human Resources.

After a report is received, a thorough and objective investigation will be undertaken. Confidentiality will be maintained to the extent practical and permitted by law. Investigations will be conducted as confidentially as possible and related information will only be shared with others on a need-to-know basis. The investigation will be completed and a determination made and communicated to the employee as soon as practical. The Company expects all employees to fully cooperate with any investigation conducted by the Company into a complaint of proscribed harassment, discrimination or retaliation, or regarding the alleged violation of any other Company policies.

If a complaint of prohibited harassment or discrimination is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken. If a complaint cannot be substantiated, the Company may take appropriate action to reinforce its commitment to providing a work environment free from harassment.

The Equal Employment Opportunity Commission (“EEOC”) and equivalent state agencies will accept and investigate charges of unlawful discrimination and harassment at no charge to the complaining party. The nearest office of the EEOC and equivalent state agencies can be found in your local telephone directory or online at www.eeoc.gov.

### Manager’s Responsibility

All supervisors and managers are responsible for:

* Implementing this policy, which includes, but is not limited to, taking steps to prevent harassment and retaliation;
* Ensuring that all employees under their supervision have knowledge of and understand this policy;
* Promptly reporting any complaints to the designated Human Resources Representative so they may be investigated and resolved in timely manner;
* Taking and/or assisting in prompt and appropriate corrective action when necessary to ensure compliance with this policy; and
* Conducting themselves, at all times, in a manner consistent with this policy.

Failure to meet these responsibilities may lead to disciplinary action, up to and including termination.

### Protection Against Retaliation

Retaliation is prohibited against any person by another employee or by the Company for using this complaint procedure, reporting proscribed harassment, objecting to such conduct or filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

Individuals who believe they have been subjected to retaliation, or believe that another individual has been subjected to retaliation, should report this concern to the highest ranking on-site supervisor or manager or to the President/Owner of the Company. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation prohibited by this policy is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken. If a complaint cannot be substantiated, the Company may take appropriate action to reinforce its commitment to providing a work environment free from retaliation.

### Good Faith

The initiation of a good faith complaint of harassment or retaliation will not be grounds for disciplinary action, even if the allegations cannot be substantiated. Any individual who makes a complaint that is demonstrated to be intentionally false may be subject to discipline, up to and including termination.

### Support for Individuals Impacted by Harassment or Retaliation

The Company will strive to assist anyone who has been subjected to unwelcome harassment or retaliation to feel more comfortable in the work environment. Such assistance may, but does not necessarily include, transfer or reassignment. Any such assistance is at the Company’s sole discretion.

# workplace CONDUCT

## Standards of Conduct

To ensure safety and security and provide the best possible work environment, we expect employees to follow basic, common-sense rules of conduct that will protect everyone’s interests and safety. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace, but the following are examples of infractions of rules of conduct that may result in disciplinary action, including suspension, demotion or termination of employment:

* Falsification of employment records, employment information or other records;
* Recording the work time of another employee, allowing any employee to record another employee’s work time, or allowing falsification of any time card, whether yours or another employee’s;
* Theft or the deliberate or careless damage of any Company property or the property of any employee or client;
* Use of Company materials, supplies, tools or products for personal reasons without advanced permission from management;
* Use of client materials, supplies, tools or products for personal reasons without advanced permission from your immediate supervisor;
* Abuse of the Company’s electronic resources, including sending personal emails during working time or in a manner that interferes with the employee’s work performance;
* Possessing, distributing, selling, transferring or using or being under the influence of alcohol or illegal drugs in the workplace or otherwise violating the Drug-Free Workplace Policy;
* Provoking a physical fight or engaging in physical fighting during working hours or on premises owned or occupied by the Company;
* Carrying firearms, weapons or dangerous substances at any time, on premises owned or occupied by the Company, unless state law provides otherwise. **Note: This prohibition applies only to the extent allowed by applicable state law. In those states that specifically give the employee the right to maintain a lawfully possessed firearm in a locked vehicle in the employer’s parking lot, employees will be permitted to maintain a firearm in their own locked vehicle in compliance with the law. Under those circumstances, employees are strictly prohibited from removing the firearm from their vehicle or carrying it on their person or into a building.**
* Using abusive, violent, threatening or vulgar language at any time during working hours or while on premises owned or occupied by the Company or by a client;
* Absence of multiple consecutive scheduled workdays without prior notice to the Company;
* Failing to obtain permission to leave work, whether in the office or at a client location, during normal working or scheduled hours;
* For Care Pros, leaving a shift prior to the scheduled end time or leaving a shift prior to a necessary replacement Care Pro arriving;
* Failing to observe working schedules, including any meal and rest breaks;
* Abusing or misusing paid sick leave (note: for employee’s subject to mandatory sick leave laws, the provisions of the applicable policy govern sick leave issues);
* Failing to provide a certificate from a health care provider when requested or required to do so in accordance with applicable law;
* Working overtime without authorization or refusing to work assigned hours;
* Violating any safety, health or security policy, rule or procedure of the Company; and
* Committing a fraudulent act or intentional breach of trust under any circumstances.

Although employment may be terminated at-will by either the employee or the Company at any time, without following any formal system of discipline or warning, we may exercise discretion to utilize forms of discipline that are less severe than termination. Examples of less severe forms of discipline include verbal warnings, written warnings, demotions and suspensions. Although one or more of these forms of discipline may be taken, no formal order or procedures are necessary. The Company reserves the right to determine which type of disciplinary action to issue in response to any type of performance issue or rule violation.

This statement of prohibited conduct does not alter or limit the policy of at-will employment. Either the employee or the Company may terminate the employment relationship at any time for any reason, with or without cause, and with or without notice. As previously set forth in this Handbook, **only the President/Owner of the Company or that person’s authorized representative has the authority to enter into an employment agreement that alters the fact that the employment relationship is at-will, and any such agreement must be in writing signed by the President/Owner of the Company or an authorized representative.**

## Phone Use/Texting While Driving/Internet Usage

Use of cellular phones for personal reasons is prohibited during working hours. Employees should refrain from text messaging friends and family members during working hours as this can contribute to performance and safety issues on the job or while driving. Employees found to be making calls of a personal nature, text messaging friends and family during working hours, or accessing the internet via a cellular phone will be subject to disciplinary action.

Other than clocking in and out from a client’s phone to document a Care Pro’s arrival or departure from a shift, personal phone calls from the client’s phone are prohibited.

Employees whose job responsibilities include regular or occasional driving and who are issued a company cellular telephone or use their personal cellular telephone for business-related work are expected to put safety first. Therefore, personal and Company-supplied cellular telephones are not to be used while driving.

If an employee receives a call on a cellular telephone while driving, if the employee wants to answer the call, the employee must pull over safely, park, and then either answer the telephone or return the call or text message. Furthermore, if an employee needs to make a Company-related cellular telephone call, they must also pull over safely, park and then place the call.

Employees also may not send or review text messages while driving as part of their job responsibilities. The purpose of this policy is to ensure the safety of employees, other motorists and company property. Employees who are charged with traffic violations, or cause accidents or injuries, resulting from their use of personal or company-issued cellular telephones or blackberries while driving will be solely responsible for all liabilities, fines, etc., that result, to the extent permissible under the law.

Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued a company-provided cellular telephone for business use or who use their personal cellular telephone for business use, are also expected to abide by the provisions of this policy.

The use of a client’s computer and/or Internet usage is prohibited during work assignments, unless you are assisting a client with their computer or Internet needs.

## Electronic Resources

This policy describes the Company’s general guidelines for using its electronic resources, including electronic mail (email), voicemail, internet access and computer systems.

Employees should use the Company’s electronic resources with the understanding that these resources are provided for the benefit of the Company’s business. Employees may use company electronic resources for personal use, during nonworking time, as long as such use complies with company rules and applicable laws. Employees should never use the Company’s electronic resources for personal use in a manner that interferes with their work duties or any responsibilities to customers.

Sending, saving, accessing, or viewing obscene or similarly offensive material on the Company’s electronic resources is prohibited. Messages stored and/or transmitted by the Company’s electronic resources, including the computer, voicemail, email, or the telephone system, must not contain content that may reasonably be considered to be obscene or other patently offensive material. Prohibited material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments, or any comments, jokes or images that would discriminate against or harass someone on the basis of their race, color, sex, age, national origin or ancestry, disability, or any other category protected by federal, state or local law. Likewise, any use of the internet, email, or any other electronic resource to engage in threats, stalking, harassment, retaliation or discrimination prohibited by Company policies is unlawful and strictly prohibited. Violators may be subject to discipline, up to and including termination of employment.

Unless otherwise noted, all software on the internet should be considered copyrighted work. Therefore, employees are prohibited from downloading software and/or modifying any such files without permission from the copyright holder.

### No Solicitation

The Company’s electronic resources must not be used for solicitation purposes during working time. The Company’s no solicitation rule applies to the use of electronic resources.

### Software Code of Ethics

Employees may not duplicate any licenses, software or related documentation for use either on the Company’s premises or elsewhere unless the Company is expressly authorized to do so by agreement with the licenser. Unauthorized duplication of software may subject users and/or the Company to both civil and criminal penalties under the United States Copyright Act. Employees may not give software to any outsiders including contractors, customers or others. Employees may use software on local area networks or on multiple machines only in accordance with applicable license agreements. Employees may not download software from the internet and install it on their computers.

The Company reserves the right to audit any company computer to determine what software is installed on the local drive(s).

### Employee Responsibility

Each employee is responsible for the content of all text, audio or images that they place or send using the Company’s electronic resources. The same standards should be utilized for the creation of email messages in connection with an employee’s work as would be utilized for other company correspondence or memoranda. All email usage must comply with all of the policies in this Handbook.

### Computer and Systems Security

All computers and the data stored on them are, and remain at all times, the property of the Company. As such, all messages created, sent or retrieved over the internet or the Company’s electronic mail systems are the property of the Company, and should be considered company information. The Company reserves the right to retrieve and read any message composed, sent or received using the Company’s electronic resources, including all computer equipment and the electronic mail system, for any business reason, including but not limited to, ensuring compliance with this and all company policies.

Employees should be aware that even when a message is deleted or erased, it is still possible to recreate the message; therefore, ultimate privacy of a message cannot be ensured to anyone. Accordingly, internet and email messages are not private. Furthermore, all communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.

Employees should also be aware that duplicates of email transmitted through a personal, web-based email account using company equipment could be stored on that equipment; likewise, information regarding internet sites that an employee has accessed may also be stored.

### Email Content Screening

The Company maintains the right to screen all inbound and outbound email content. Email messages or attachments that contain obscene or similarly offensive material may be quarantined and held from transmission or receipt until the sender or recipient can verify the message or attached document is work related.

The Company may, in its discretion, review communications to and from a personal account, subject to state laws regarding attorney-client communications.

If an employee wants to communicate with an attorney or send an otherwise confidential piece of communication that the employee does not want the Company to monitor, the employee should consider using a personal email address and personal computer equipment. If an employee does use Company equipment, the employee consents to any monitoring by the Company and should understand that the employee has no right to privacy with respect to such communications, to the extent permissible under applicable law.

## Scope of Practice Policy

For Care Pros, there are several factors that determine the scope of care you can provide on an assignment, including:

* What the Company is contractually allowed to provide;
* What state regulations will allow;
* What the Company is licensed to provide; and
* What the client has requested.

## Training Requirements

All Care Pros are required to complete certain required training prior to their anticipated start date and may be required to complete specific skills training prior to providing certain services to clients and continuing training on an annual basis. Failure to complete the training in accordance with the guidelines may adversely affect wage increases and bonuses and may also result in corrective action up to and including termination of employment.

## Care Pro Meetings

Care Pro meetings are held once per quarter. These meetings are part of your on-going training program. Care Pros must attend all Care Pro meetings in order to qualify for pay increases and vacation pay. Care Pros are to record time associated with these meetings in the manner prescribed by the Company, and they will be paid for the time spent for these meetings.

## Communication

Prior to serving a new client, Care Pros will be briefed on the services the client needs.If Care Pros have doubts about anything the client is requesting, please call the office.

Care Pros are expected to maintain an attitude of caring, consideration, and personal interest in each assigned client. As significant physical, mental and/or emotional changes in the client occur, Care Pros must report this information to the supervisor or other office member. Client problems of any nature must be reported to the Company immediately for review and counseling.

## Client Concerns

Client concerns about another Care Pro should be directed to your supervisor.

## Notice of in-home surveillance

Employees should be aware that it is becoming more common for clients and family members to install in-home electronic surveillance equipment.  As a result, employees should be aware that audio or video equipment may be recording any care or services provided in a client’s home.  This trend highlights the need to adhere to the highest standards of conduct in the workplace and to act in accordance with the provisions of this Handbook.  The Company in no way condones any illegal surveillance activity in a client’s home.  Please contact the Company immediately if you believe that a client or family member is illegally capturing audio or video of you while in a client’s home.

## Social Networking Policy

The Company understands that social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers around the world. The use of social media, however, also presents certain risks and carries with it certain responsibilities.

### Guidelines

The Company also recognizes that employees may engage in social networking for personal reasons while off duty. “Social networking,” for purposes of this policy, means posting or uploading information, photos, videos, links, opinions, images, memes, GIFs or anything else on a personal or public website, social networking or affinity website, bulletin board, or chat room.

Employees who engage in personal, non-work-related social networking should be mindful that their postings, even if done off site and off duty, could have an adverse effect on the Company’s legitimate business interests and/or subject the employee or the Company to liability. For example, the information posted could be the Company’s (or another’s) trade secret, copyrighted or confidential business information. In addition, some readers may view the employee as a de facto spokesperson for the Company even when you are acting in your personal capacity. To reduce the risk of legal liability for employees or the Company, the Company asks that employees observe the following guidelines:

* NEVER engage in social networking using any Company resources during working time, including the Company’s Computer Systems or Smartphones, unless doing so is part of your job duties and you are doing so on behalf of, and with explicit authorization from, the Company;
* NEVER disclose any Confidential Information or trade secrets, as defined in this Handbook or as defined in any separate non-disclosure agreement you may have with the Company;
* Conform social networking to comply with all of the policies in this Handbook, including (but not limited to) the Company’s policies against harassment, discrimination and workplace violence;
* If the social networking includes any information related to the Company, please:

o Ensure it is clear to your readers that the views expressed are yours alone and that they do not reflect the views of the Company.

o Do not maliciously defame or otherwise discredit the products or services of the Company, its partners, affiliates, customers or vendors.

o Do not maliciously defame any employees of the Company.

o Do not unlawfully use a trademark, or other proprietary and protected logos, graphics or photographs of the premises or materials of the Company, its partners, affiliates, customers or vendors.

Notwithstanding, the foregoing is not intended to restrict statutory employee rights under the National Labor Relations Act to discuss terms and conditions of employment. If you need clarification of any aspect of this policy, contact your supervisor.

Failure to comply with this policy may lead to discipline up to and including termination and if appropriate, the Company will pursue all available legal remedies.

### Media contacts

Employees should not speak to the media on the Company’s behalf without contacting the Owner. All media inquiries should be directed to the Owner.

This policy in no way prohibits employees from engaging in activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to speak with others, engage in workplace debates and protest about their terms and conditions of employment.

## Important Care Pro Guidelines

* All clients are to be addressed by their last names (such as Mrs. Jones) unless otherwise instructed by the client.
* When answering the telephone in a client’s home, you must identify yourself by first name, for example, “Hello, Smith residence, Delores speaking.” Personal use of the client’s phone is reserved for emergencies only. You must never give your phone number to a client or their family members.
* We provide light housekeeping services by maintaining an already clean home. We do not allow deep cleaning or scrubbing. If a client requests cleaning of drapes, blinds, showers, ceiling fans, or hard to reach areas, please ask them to contact our office.
* All Care Pros have a 25-pound lifting restriction. To prevent injury to you, you may not transfer a client or lift a client if they have fallen. You should promptly contact the office if you have any question regarding this area.
* We can provide a safe bathing environment and assist the client to and from the bath area if needed and any required bathing assistance.
* We provide dressing assistance if needed. You may assist getting socks and shoes on, and assist pulling up slacks or buttoning blouses, or any additional assistance they may need.
* We provide medication reminders and monitor that medications are taken. No injections may be given or other medical procedures performed.
* We can assist the client to and from the bathroom and to stabilize them while they are using the bathroom. You can provide peri-care, or perform personal hygiene cleaning.
* Protection from bodily fluids is a primary concern for everyone’s safety. Gloves should be used when contamination is inevitable.
* We can polish clients’ fingernails only. Trimming or filing of nails is prohibited.
* No massages are to be given. This is for trained personnel only.
* If the client wants you to have a key to their home, you must let the office know. We will let the clients know that we are unable to have access to their key but suggest a lockbox.
* If the client wishes to give you anything including money, gifts, or discarded items, you must first notify the office.
* Care Pros are not allowed to rake leaves, trim branches, mow lawns or shovel snow. If it is a light dusting of snow, then we can use a broom to sweep the outside stairs. You should promptly contact the office if your client insists that you do these services.
* All Care Pro meals for the duration of the shift are to be furnished by the Care Pro. Clients may provide meals on an invitational basis, but should not be expected. All Care Pro meals in a community is at the expense of the Care Pro.
* No children, spouse, relative, friend, or pet may accompany a Care Pro to an assignment.

# EMPLOYEE BENEFITS

## Bereavement Leave

A full-time employee of the Company may request a leave of absence with pay for a maximum of three (3) consecutive working days upon the death of a member of their immediate family. Members of the immediate family are defined as: father, mother, spouse, registered domestic partner (or legal equivalent), child, sister, brother, grandmother, grandfather, father-in-law, or mother-in-law or the step-family member thereof and similar relatives of a registered domestic partner (or legal equivalent), or any other relation required by applicable law. Proof of death may be required.

Employees must notify their supervisor as soon as possible if they need to take bereavement leave. Approval of bereavement leave will occur in the absence of unusual Companyoperating requirements. Any employee may, with their supervisor’s approval, use any available paid leave for additional time off beyond three days as necessary.

## Cobra

Under the federal Consolidated Omnibus Budget Reconciliation Act (COBRA), employees may be allowed to continue their health insurance benefits, at the employee’s expense, for up to 18 months after either voluntary or involuntary termination, and up to 36 months for spouses due to divorce, legal separation or loss of dependent child status under the insurance plan. To qualify, employees must be covered under a health plan by an employer which has 20 or more employees (full or part-time, including partners and also independent contractors if eligible to participate in the plan) for at least half of the working days during the calendar year.

## Family and Medical Leave

The Company will grant family and medical leave in accordance with the requirements of applicable federal and state law in effect at the time the leave is granted. Although the federal and state laws sometimes have different names, the Company refers to these types of leaves collectively as “FMLA Leave.” In any case, employees will be eligible for the most generous benefits available under applicable law.

### Employee Eligibility

To be eligible for FMLA Leave benefits, employees must: (1) have worked for the Company for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (3) work at a location where at least 50 employees are employed by the Company within 75 miles, as of the date the leave is requested. Eligibility requirements may differ for employees who have been on a protected military leave of absence. If employees are unsure whether they qualify, they should contact Human Resources.

### Reasons for Leave

Federal and state laws allow FMLA Leave for various reasons. Because employees’ legal rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. FMLA Leave may be used for one of the following reasons, in addition to any reason covered by an applicable state family/medical leave law:

* The birth, adoption or foster care of an employee’s child within 12 months following birth or placement of the child (Bonding Leave);
* To care for an immediate family member (spouse, child, or parent with a serious health condition (Family Care Leave);
* An employee’s inability to work because of a serious health condition (Serious Health Condition Leave);
* A “qualifying exigency,” as defined under the FMLA, arising from a spouse’s, child’s, or parent’s “covered active duty” (as defined below) as a member of the military reserves, National Guard or Armed Forces (Military Emergency Leave); or
* To care for a spouse, child, parent or next of kin (nearest blood relative) who is a “Covered Servicemember,” as defined below (Military Care Pro Leave).

### Definitions

* **“Child”** for purposes of Bonding Leave and Family Care Leave, means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Family and Medical Leave is to commence. “Child,” for purposes of Military Emergency Leave and Military Care Pro Leave, means a biological, adopted or foster child, stepchild, legal ward, or a child for whom the person stood in loco parentis, and who is of any age.
* **“Parent”** for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents-in-law. For Military Emergency leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the FMLA.
* **“Covered Active Duty”** means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.
* **“Covered Service member”** means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, 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 incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform their military duties, or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran.
* **“Spouse”** means the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into, or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This includes common law marriage and same sex marriage in places where these marriages are recognized.
* **“Key employee”** means a salaried FMLA-eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within 75 miles of the employee’s worksite.

### Length of Leave

The maximum amount of FMLA Leave will be 12 workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave.

The maximum amount of FMLA Leave for an employee wishing to take Military Care Pro Leave will be a combined leave total of 26 workweeks in a single 12-month period. A “single 12-month period” begins on the date of the employee’s first use of such leave and ends 12 months after that date.

If both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Care Pro Leave only or is for a combination of Military Care Pro Leave, Military Emergency Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

To the extent required by law, some extensions to leave beyond an employee’s FMLA entitlement may be granted when the leave is necessitated by an employee’s work-related injury or illness or by a “disability” as defined under the Americans with Disabilities Act and/or applicable state or local law. Certain restrictions on these benefits may apply.

### Intermittent or Reduced Schedule Leave

Under some circumstances, employees may take FMLA Leave intermittently, which means taking leave in blocks of time, or by reducing the employee’s normal weekly or daily work schedule. An employee may take leave intermittently whenever it is medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

Leave taken intermittently may be taken in increments of no less than one hour. Employees who take leave intermittently or on a reduced work schedule basis for a planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the Company’s operations. Please contact the office prior to scheduling planned medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to foreseeable planned medical treatment, we may require employees to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If an employee’s request for intermittent leave is approved, the Company may later require employees to obtain recertification of their need for leave. For example, the Company may request recertification if it receives information that casts doubt on an employee’s report that an absence qualifies for FMLA Leave.

To the extent required by law, some extensions to leave beyond an employee’s FMLA entitlement may be granted when the leave is necessitated by an employee’s work-related injury/illness or a “disability” as defined under the Americans with Disabilities Act and/or applicable state or local law. Certain restrictions on these benefits may apply. If you require additional time off, you must contact Human Resources at least 14 days before the end date of your approved FMLA leave.

### Notice and Certification

*Bonding, Family Care, Serious Health Condition and Military Care Pro Leave Requirements*

Employees are required to provide:

* When the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day);
* When the need for leave is not foreseeable, notice within the time prescribed by the Company’s normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
* When the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (for Military Care Pro Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form);
* Periodic recertification (if required by law); and
* Periodic reports during the leave.

At our expense, we may require a second or third medical opinion regarding the employee’s own serious health condition or the serious health condition of the employee’s family member. In some cases, we may require a second or third opinion regarding the injury or illness of a Covered Service member. Employees are expected to cooperate with the Company in obtaining additional medical opinions that we may require.

When leave is for planned medical treatment, employees must try to schedule treatment so as not to unduly disrupt the Company’s operation. Please contact the office prior to scheduling planned medical treatment.

### Recertification After Grant of Leave

In addition to the requirements listed above, if an employee’s Family and Medical Leave is certified, the Company may later require medical recertification in connection with an absence that the employee reports as qualifying for Family and Medical Leave. For example, the Company may request recertification if (1) the employee requests an extension of leave; (2) the circumstances of the employee’s condition as described by the previous certification change significantly (e.g., employee absences deviate from the duration or frequency set forth in the previous certification; employee’s condition becomes more severe than indicated in the original certification; employee’s encounter complications); or (3) the Company receives information that casts doubt upon the employee’s stated reason for the absence. In addition, the Company may request recertification in connection with an absence after six months have passed since the employee’s original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the Company will be at the employee’s expense.

### Military Emergency Leave Requirements

Employees are required to provide:

* As much advance notice as is reasonable and practicable under the circumstances;
* A copy of the covered ’military member’s active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the ’military member’s leave; and
* A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

### Failure to Provide Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If an employee fails to return to work at leave’s expiration and has not obtained an extension of the leave, the Company may presume that the employee does not plan to return to work and has voluntarily terminated their employment.

### Compensation During Leave

Generally, FMLA Leave is unpaid. However, employees may be eligible to receive benefits through state-sponsored programs or the Company’s sponsored wage-replacement benefit programs. Employees may also choose to use accrued vacation and sick leave, to the extent permitted by law and the Company’s policy. All payments of wage-replacement benefits and accrued paid leave will be integrated so that employees will receive no greater compensation than their regular compensation during this period. The use of paid benefits will not extend the length of a FMLA Leave.

### Benefits During Leave

The Company will continue making contributions to employee group health benefits during their FMLA leave on the same terms as if employees had continued to actively work. This means that if employees want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12 workweek period. Employees taking Military Care Pro Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, the Company may recover premiums it paid on the employee’s behalf to maintain health coverage if the employee fails to return to work following a FMLA Leave.

The employee’s length of service as of the leave will remain intact, but accrued benefits such as vacation and sick leave may not accrue while on an unpaid FMLA Leave.

### Job Reinstatement

Under most circumstances, employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. However, employees have no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an employee would have been laid off if the employee had not gone on leave or, if the employee’s position was eliminated during the leave, then the employee will not be entitled to reinstatement.

Key employees may be subject to reinstatement limitations in some circumstances. If employees are considered a “key employee,” those employees will be notified of the possible limitations on reinstatement at the time the employee requests a leave of absence.

### Confidentiality

’Documents relating to medical certifications, recertification or medical histories of employees or employees’ family members will be maintained separately and treated by the Company as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel or government officials.

### Fraudulent Use of FMLA Prohibited

An employee who fraudulently obtains Family and Medical Leave from the Company is not protected by FMLA’s job restoration or maintenance of health benefits provisions. In addition, the Company will take all available appropriate disciplinary action against such employee due to such fraud.

### Nondiscrimination

The Company takes its FMLA obligations very seriously and will not interfere, restrain or deny the exercise of any rights provided by the FMLA. We will not terminate or discriminate against any individual for opposing any practice, or because of involvement in any proceeding related to the FMLA. If an employee believes that their FMLA rights have been violated in any way, the employee should immediately report the matter to the office.

### Additional Information Regarding FMLA

A Notice to Employees of Rights Under FMLA (WHD Publication 1420) is attached to this handbook.

Employees should contact the office as to any FMLA questions they may have.

### State Law

A number of states have family leave laws that provide leave benefits which exceed those available to employees under the FMLA. Employees should contact the office for additional information.

## Holidays

Due to the nature of our business, it is possible Care Pros may be required to work an assignment that falls on a holiday.

Holidays

New Year’s Day, Easter, Mother’s Day, Father’s Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, New Year’s Eve

## Jury Service and Witness Duty Leave

Employees must notify their supervisor of the need for time off for jury or witness duty upon receipt of a subpoena, notice or summons from the court. Time off for jury or witness duty will be unpaid except where required otherwise by applicable state law. The Company will comply with all state laws regarding pay for jury leave. Any mileage allowance, fee, etc. paid for jury or witness duty will be credited against any payments made to employees by the Company.

Employees may be required to provide verification of jury duty or witness service from the court clerk. Any employee on jury or witness duty is expected to report or return to work for the remainder of the work schedule when dismissed from jury or witness duty.

If state law provides for greater or different leave benefits, the Company will comply.

## Military Leave

Federal law provides employees with the right to take leave to serve in the military. At the federal level, military leave rights are governed by the Uniformed Services Employment and Reemployment Rights Act, commonly referred to as USERRA. This policy discusses military leave under USERRA.

State laws may also provide an employee with rights to take military leave. If the state law provides rights in addition to those provided under USERRA, the Company will provide those rights. If an employee plans to request leave based on military service, they should contact the office for information on any additional rights or requirements, if applicable, under state law.

### Eligibility for Leave

Employees will be granted a leave of absence for service in the uniformed services according to USERRA and applicable state law. Leave is available to all employees who are eligible to take it and seek reinstatement under USERRA or applicable state law for the purpose of performing service in the uniformed services.

Employees are eligible under USERRA to seek reinstatement if they meet the following requirements:

* The employee provides proper notice (as discussed below);
* The cumulative total of the employee’s service periods does not exceed five years, except as otherwise permitted by USERRA (as discussed below);
* The employee seeks reinstatement within the time frames outlined by USERRA (as discussed below); and

The employee is discharged from service in the uniformed services in a manner that does not disqualify the employee for USERRA’s protections (as discussed below).

### Definitions

For purposes of this policy, “uniformed services” means the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, the commissioned officer corps of the National Oceanic and Atmospheric Administration, System members of the National Urban Search and Rescue Response System during a period of appointment into Federal service under section 327 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, intermittent personnel who are appointed into Federal Emergency Management Agency service under section 306(b)(1) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act or to train for such service, and any other category of persons designated by the President in time of war or national emergency.

For purposes of this policy, “service in the uniformed services” means voluntary or involuntary active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, State active duty for a period of 14 days or more, State active duty in response to a national emergency declared by the President under the National Emergencies Act (50 U.S.C. 1601 et seq.), State active duty in response to a major disaster declared by the President under section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170), a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty, a period for which a System member of the National Urban Search and Rescue Response System is absent from a position of employment due to an appointment into Federal service under section 327 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a period for which a person is absent from a position of employment due to an appointment into service in the Federal Emergency Management Agency as intermittent personnel under section 306(b)(1) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5149(b)(1)), and a period for which a person is absent from employment for the purpose of performing funeral honors duty as authorized by section 12503 of title 10 or section 115 of title 32.

### Notice of Leave

An employee must notify the office of the need to take a leave as far in advance as feasible. The Company requests notice at least 30 days prior to the beginning of the leave, if possible. Verbal notice is sufficient, but the Company may request documentation from the employee. If giving notice is impossible or unreasonable for reasons not attributable to the employee, notice should be provided as soon as possible. Notice may not be required when precluded by military necessity, which is defined by the Department of Defense, the Administrator of FEMA for FEMA service, or the Secretary of Health and Human Services for intermittent disaster-response appointees of the National Disaster Medical System.

### Length of Leave

An employee is entitled to leave for up to five years of service in the uniformed services, subject to certain exceptions that may require the Company to provide leave, but not count the service period towards the five-year limit. Employees who have questions about whether their service period counts toward the five-year limit, please contact the office.

### Nature of Discharge

Reinstatement may be denied under USERRA if an employee is released from service under conditions that would, under USERRA Section 4304, disqualify the employee for the protections provided for under USERRA (for example, a dishonorable discharge).

### Use of Accrued, Unused Paid Time Off During Leave

Any employee on a military leave may use accrued, but unused, paid time off to compensate the employee during the leave. The employee is not required to use such paid time off during a military leave, but may choose to do so.

***[Optional: Differential Compensation***

An employee involuntarily called into service in the uniformed services may receive differential compensation according to this policy.

Employees who volunteer for service are entitled to leave under this policy but are not entitled to differential compensation from the Company. Such employees may use accrued but unused paid time off.

The Company is the sole arbiter of whether an employee’s period of service qualifies as involuntary. An employee seeking differential compensation under this policy must demonstrate to the Company that a period of service is involuntary and must provide appropriate documentation showing that service period is involuntary. Failure to do so means the employee is ineligible for differential compensation for that period of service.

The Company provides differential compensation for the following types of involuntary service:

Annual Training: Up to \_\_\_ days per calendar year.

Active Duty: Up to \_\_\_ days per calendar year.

“Differential compensation” is the employee’s base pay from the Company (calculated immediately prior to the start of a period of service) minus all compensation the employee receives from the military during the period of service. (i.e., differential compensation = base pay – military pay.) Employees are not entitled to differential compensation either prior to or after completion of a period of service in the uniformed services.

An employee’s base pay excludes overtime, bonuses, shift differentials, salary increases, or other amounts an employee may receive as part of employment with the Company, including pay increases that may occur during a period of leave. An employee’s military pay includes all amounts the employee receives as compensation for their military service. Should an employee’s military pay during the period in question be equal to or exceed the employee’s base pay as defined above, no differential compensation will be paid.

An employee requesting differential compensation must provide a copy of the employee’s military orders, if any, and all military earnings statements for the period for which they are requesting differential compensation. Unless an employee submits the required documents, the employee is not entitled to receive differential compensation. The employee must provide the required documents no later than 10 days after being reinstated to receive differential compensation.

If an employee seeks to use accrued paid time off during a period of military leave, the employee is not eligible to receive differential compensation for the same dates on which the employee uses accrued paid time off.

The Company reserves the right to interpret and apply the provisions of this differential compensation policy to specific situations in any manner it sees fit and use whatever discretion it desires to use. This compensation is a voluntary benefit provided by the Company and, as such, the Company can modify, change, alter, or eliminate the payment of such compensation at any time, without notice, as it sees fit, including while an employee is on a leave of absence for service in the uniformed services. Any exceptions to any portion of this compensation policy must receive advanced written approval from the Managing Director or Chief Operating Officer. This policy of paying differential compensation in certain circumstances does not create a contract of any type or kind with any employee who requests differential compensation.]

### Employee Responsibility to Seek Reinstatement

The following rules apply to an employee who seeks reinstatement after completing a period of service in the uniformed services.

**For uniformed service that is Less than 31 Days or fitness for duty examinations**: The employee must return to work at the beginning of the first regularly scheduled work period that starts on the first full day after release from service, following reasonable travel time home, plus an eight-hour rest period.

**For uniformed service that is more than 30 days, but less than 181 days**: An employee must seek reinstatement within 14 days of release from uniformed service if the employee’s service was greater than 30 days but less than 181 days.

**For uniformed service that is more than 180 days:** An employee must seek reinstatement within 90 days of release from uniformed service if the employee’s service was greater than 180 days.

**In case of Injury or illness:** If an employee is hospitalized, convalescing, or recovering from an injury or illness incurred or aggravated during uniformed service, the periods for seeking reinstatement may be extended for a period of up to two years, unless seeking reinstatement after expiration of that period is impossible or unreasonable due to no fault of the employee.

### Reinstatement Positions

An employee returning from leave who properly seeks reinstatement according to the requirements of USERRA and applicable state law will be entitled to be reinstated as follows:

**If uniformed service is 91 days or less**: The employee will be returned to the position they would have held if there had been continuous employment if the employee is qualified to perform the required duties of that position (“escalator position”). If the employee is not qualified to perform the required duties of the escalator position, the Company will make reasonable efforts to qualify the employee for that position. If the employee is not qualified for the escalator position after these reasonable qualification efforts are made, the employee will be reinstated to the position the employee held immediately prior to starting the leave.

**If uniformed service is greater than 90 days**: The employee will be returned to the escalator position. If the employee is not qualified to perform the required duties of the escalator position, the Company will make reasonable efforts to qualify the employee for that position. If the employee is not qualified for the escalator position after these reasonable efforts are made, the employee will be returned to the position they held immediately prior to taking a leave, or a position of like status, pay, and seniority.

**Disabled Employees:** An employee who has a disability that is incurred in, or aggravated during, uniformed service is entitled to receive reasonable accommodations in the performance of the escalator position. If the employee is not qualified for the escalator position even with the consideration of reasonable accommodations, the employee will be reemployed in a position of equivalent seniority, status and pay for which the employee could become qualified or is qualified after reasonable accommodation. If the employee cannot meet the qualifications of this second position even with the consideration of reasonable accommodations, the Company will reemploy the employee in a position that is the nearest approximation in terms of seniority, status, and pay to the second position, with reasonable accommodations.

Prompt reinstatement will vary depending on the amount of time the employee has been out on military leave. Prompt reinstatement may require a delay in employment of up to two weeks following the date the employee seeks reinstatement. Only in unusual circumstances will this period exceed two weeks.

The Company may require an employee returning from military leave for a period of service that exceeds 30 days to provide documentation of the employee’s right to reinstatement, which requires the employee to show they gave reasonable notice of the need for leave, the employee has not exceeded five years of non-exempt service, the employee sought reinstatement within the time frame required by USERRA, and the employee was discharged from service in the uniformed services in a manner that does not disqualify the employee for USERRA’s protections.

An employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave period. Additionally, if an employee fails to seek reinstatement within the time frames discussed below, the Company will apply its normal work rules regarding absence from employment without notice or permission.

### Discharge Restrictions Following Reinstatement

Employees who are reinstated after uniformed service that lasts between 30-180 days will not be discharged except for cause for a period of six months following reinstatement. Employees who are reinstated after uniformed service that lasts more than 180 days will not be discharged except for cause for a period of one year following reinstatement.

For purposes of this section of the policy, “cause” means: (1) with respect to employee conduct, that it is reasonable to discharge the employee for the conduct in question, the employee had notice, which was express or can be fairly implied, and the conduct would constitute cause for discharge; and (2) with respect to other reasons for termination of employment, such as a position elimination or a layoff, that there are legitimate, nondiscriminatory reasons for the action.

### Health & Welfare Benefits While on Leave

Active military personnel and their dependents typically are covered by TRICARE, the military healthcare plan, if the deployment is longer than 30 days.

An employee on military leave who elected health care coverage under the Company’s health care plan immediately prior to the start of a leave will retain that coverage for the first 30 days of any military leave at the rates the employee paid immediately prior to the start of the leave. After 30 days of leave, the employee may elect to continue their health care coverage, including coverage for dependents, for up to 24 months, under USERRA. If this continuation coverage is elected, the employee will be required to pay the entire cost of such coverage, which may be up to 102% of the full premium amount for that coverage. Employees also may be entitled to coverage under COBRA for up to 18 months of a military leave. COBRA coverage runs concurrently with any continuation coverage under USERRA, and the employee is entitled to only one form of continuation coverage. The employee is responsible for all premium payments attributable to the employee; failure to pay such premiums will result in cancelation of coverage.

### Prohibition Against Discrimination and Retaliation

Any employee who believes they have been discriminated or retaliated against based on their past, present, or future participation in the uniformed services, request for military leave, complaint or participation in any investigation of a complaint of discrimination or retaliation based on a military leave request or service participation, or any other situation protected under USERRA should immediately provide a written or verbal report to their supervisor, any other member of management, to Human Resources to report such incidents. After a report is received, a thorough and objective investigation will be undertaken, according to the Equal Employment Opportunity policy set forth in the Company’s National Handbook. The Company prohibits retaliation against employees who make such a complaint.

## Sick Leave

The Company will comply with federal, state and local laws with regard to providing paid sick leave.

## Time Off to Vote

The Company encourages all employees to fulfill their civic responsibilities and to vote in official public elections. Generally, working hours are such that an employee will have ample time to cast a vote before or after the work shift or assignment. If employees do not have sufficient time to vote, however, that employee should discuss the matter with a supervisor. The Company will comply with all applicable state and municipal voting time laws.

## Requesting Time Off

Flexibility is one of the many benefits of being a Care Pro. We require at least 20 day advance notice if you will not be available for a scheduled shift. This allows us to find a suitable replacement, and to contact the client.

## Vacation

## Personal Leave of Absence

Requests for personal leave by all regular full-time and regular part-time employees who meet eligibility requirements will be considered and evaluated on an individual basis. Unpaid leaves may be granted for up to **365** days for Care Pro.

Approval or denial of such requests will be entirely at the Company’s discretion. In determining the feasibility of granting such requests, factors such as the purpose of requested leave, availability of coverage for job responsibility during the requested leave, previous absences, length of employment, prior work records and performance and similar considerations, will be considered.

An employee’s benefits will typically cease during a personal leave of absence.

The Company will attempt to return an employee to their former position or a comparable position upon return from personal leave, at our discretion. Given changing business needs, however, no guarantee of reinstatement can be made.

Employees on leave are asked to confirm their return date at least two weeks before they return to work. Any requests for additional leave must be made as soon as possible. Employees on leave who do not return as scheduled, and fail to request or cannot show good reason why an extension should be granted, will be considered to have been voluntarily terminated their employment as of the day the original leave expired.

## Other Leaves of Absence

Many states require employers to provide their employees with additional leaves of absence, such as pregnancy disability leave, bone marrow donation leave and school activities leave. Please check the applicable state supplement to this Handbook for additional information and contact Human Resources or management with any questions.

## Workers’ Compensation

When work-related accidents, injuries or illnesses occur, employees may be eligible for workers’ compensation insurance benefits. The Company provides a comprehensive workers’ compensation insurance program at no cost to employees and in accordance with applicable state law. This program covers most injuries or illnesses, sustained in the course of employment, that require medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers’ compensation insurance provides benefits or, if the employee is hospitalized, treatment immediately.

### Reporting Work-Related Injury or Illness

Employees who sustain a work-related injury or illness must inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage.

### Leaves of Absence/Accommodation

Employees who need to take time off from work due to a workers’ compensation illness or injury may also be eligible for a leave of absence under federal or state law or the Company’s leaves of absence or reasonable accommodation policies. All such leaves will run concurrently with any workers’ compensation leave.

### Return to Work

Employees who are ready to return to work following a workers’ compensation-related leave of absence must supply a certification from a health care provider confirming the employee’s ability to return to work.

### Fraud

The Company will notify the workers’ compensation insurance company if we have reason to believe an employee has supplied false or misleading information in connection with a claim and/or has filed a fraudulent claim. Workers’ compensation fraud is a crime and may also be grounds for disciplinary action, up to and including termination of employment.

# GUIDELINES OF EMPLOYMENT

## Attendance and Punctuality

Employees are expected to be regular in attendance and to be punctual. Any tardiness or absence causes problems for the clients, fellow employees and supervisors. If employees are absent, their workload must be performed by others, just as they must assume the workload of others who are absent. Our clients depend on us to maintain their quality of living, and in some cases their well-being is dependent on the Care Pro regular in attendance and punctual. To limit problems caused by absence or tardiness of employees, we have adopted the following policy that applies to absences not previously approved by the Company.

All employees are expected to report to work as scheduled, be on time and be prepared to start work.

For Care Pros, upon accepting an assignment, it is your responsibility to ensure you are able to fully commit to the shift(s) as assigned. This will require you to ensure you have the appropriate means of transportation and time available to fulfill the assignment in its entirety. You will only be replaced with sufficient notice and in the case of short notice, only under the most serious of circumstances, unless your absence is legally protected. You must report any expected absences directly to your manager.

Abandonment of any shift will not be tolerated and will be considered voluntary termination. Where applicable, Care Pros may be reported to the appropriate state licensing bodies.

Although we expect punctuality and regular attendance, we do recognize that circumstances may arise causing you to be late for an assigned shift or interfering with your work assignment. In these situations, you must call your supervisor or other office employee as soon as possible. If the office is not yet open, you must leave a message. Do not call the client.

The Company will not subject employees to disciplinary action or retaliation for an absence, tardiness or early departure which is protected under applicable law. If an employee believes they have mistakenly been subject to disciplinary action for an absence, tardiness or early departure that the employee believes is or should be excused/approved, the employee should promptly discuss the matter with the office.

## Scheduling and Availability

Care Pros are required to update the Company when their availability changes with a minimum of 2 week notice. We will contact you regarding clients based on the most current information we have on file for you. Any changes to your available days, times and preferred duties, should be called in to the office prior to when the change need to occurs. If your availability changes without notice, you may be subject to disciplinary action.

Each Care Pro is required to maintain contact with the office on a monthly basis. Because of the nature of our business, the Company cannot guarantee you any amount of hours. There may be times when no work is available. The following are examples of types of time off that will not be considered grounds for disciplinary action under this policy:

* Time off that was previously approved, including [paid time off];
* Paid sick and safe time, if applicable, provided under a mandatory sick and safe time leave law;
* Approved state and federal leaves of absence, including but not limited to, jury duty leave, military leave, leave protected under the FMLA, and time off or leave specifically approved by the Company as an accommodation under the Americans with Disabilities Act or similar state laws; and/or
* Time off due to a work-related injury that is covered by workers’ compensation.

## Work Assignments

The Company reserves the right to assign Care Pros to a client based on availability, reliability, and compatibility. The Company goes to great efforts to properly match the Care Pro to the client based on personalities and interests.

The Company cannot guarantee employment based on the location of a client or the number of work hours available. When serving any client, the assignment is considered temporary. Situations may arise that result in relocation of a client to an assisted living or skilled care facility. These situations can adversely affect work hours for an employee; therefore, we cannot guarantee a specific number of hours for any Care Pro.

Sometimes initial matches are not the best for one or both parties. A client may request a different Care Pro. You may request to be withdrawn from an assignment. If so, an attempt will be made to develop a solution that is acceptable to all parties. If a solution is not satisfactory to both parties, the Company will work diligently to make a change. However, it is necessary that you continue with the assignment until a replacement is found. Failure to help make a smooth service transfer could result in loss of work for another Care Pro, a loss of our much-needed service for the client, and a loss of income for the business.

All assignments are made through the office without exception. If you need to alter your schedule, you must notify the office. If a client requests a schedule change, the client must contact the office.

## Business Gifts, Tips and Gratuities

It is the express policy of the Company that you are prohibited from, either directly or indirectly, asking, demanding, exacting, soliciting, or seeking, anything of value for yourself or for any other person or entity.

It is the express policy of the Company that you are prohibited from, either directly or indirectly, accepting, receiving, or agreeing to receive anything of value for yourself or for any other person or entity (other than your paycheck from the Company) for or in connection with any transaction or business of the Company. Acceptance of money or other valuable gifts directly from clients, family of clients, facilities, and family residents are strictly prohibited. This includes borrowing of money or personal effects. This action is considered a violation of patient’s rights and can lead to elder abuse charges. For licensed personnel, this can mean suspension or complete loss of licensure. For all personnel, this can mean criminal prosecution. This is for the protection of the client and the employee.

If you are promised, offered, or given anything of significant value from any client, family member or perspective client for or in connection with any transaction or business of the Company, you are to advise the office at once.

## Conflict of Interest

The Company strives to preserve its reputation and the reputation of its employees. Thus, the Company holds itself and its employees to the highest standards of lawful and ethical conduct.

Therefore, you must be very careful that your relationship with clients, client’s family members, or vendors are honest and ethical. You must refrain from engaging in any activity that could be in conflict with your status as a Company employee. This includes the use of your position with the Company for personal profit or advantage or entering into transactions or relationships where it may appear you have a conflict of interest, or are improperly benefiting from your affiliation with the Company.

The following are examples of prohibited conflicts of interest in any aspect of their jobs:

* Acting as a director, officer, consultant, agent or employee of a supplier, client, competitor or any entity that engages in business with the Company;
* Owning a material interest in or being a creditor of or having other financial interest in a supplier, client, competitor or any entity that engages in business with the Company;
* Receiving from or giving to any supplier, client or competitor gifts, gratuities, special allowances, discounts or other advantages not generally available to employees of the Company;
* Having any significant direct or indirect personal interest in a business transaction involving the Company;
* Conducting outside activities that materially detract from or interfere with the full and timely performance of an employee’s job duties for the Company;
* Influencing commercial transactions involving purchases, contracts or leases in a way that would have a negative impact on the Company or its business.

This policy in no way prohibits employee communications that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to speak with others about their terms and conditions of employment.

## Confidentiality

As a Care ProSM for the Company, you will have access to certain confidential and proprietary information regarding our clients, particularly information that may be subject to various privacy laws such as the Health Insurance Portability and Accountability Act (“HIPAA”), and applicable state laws and regulations. The Company’s confidential and proprietary information is vital to its current operations and future success. Each employee must use all reasonable care to protect or otherwise prevent the unauthorized disclosure of such information.

In no event should employees disclose or reveal confidential information within or outside the Company without proper authorization or purpose.

“Confidential Information” refers to a piece of information, or a compilation of information, in any form (on paper, in an electronic file, or otherwise), related to the Company’s business that the Company has not made public or authorized to be made public, and that is not generally known to the public through proper means. By way of example, confidential or proprietary information includes, but is not limited to, nonpublic information regarding the Company’s business methods and plans, databases, systems, customer sources, customer lists, and methods of competing. Additionally, by virtue of your performance of your job responsibilities, you may have access to the following information, which you should not disclose for any reason except as required to complete job duties:

* Client’s name;
* Client’s address, city, state, zip/postal code;
* All elements of dates (i.e. date s/he became a client, birth date, date s/he was admitted into a hospital);
* Telephone number/Fax number/Email address;
* Social Security Numbers;
* Medicare number/long-term care insurance policy number;
* Medical history (Diagnosis);
* VIN numbers and license plates; and
* Full face photographic images.

The following are the Company’s guidelines for our employees regarding the handling and safeguarding of client information:

* During your shift with a client, protect the client’s information in the Client Journal. The Client Journal should be safely stored and secured before leaving the client’s residence.
* Protect and safeguard at all times any and all client information that you include in your time journal or in other formats that you maintain in connection with providing care to the clients you serve, including your phone, laptop, tablet or other mobile devices. This information should be safeguarded from the public and family members. Please immediately destroy any client information that becomes unnecessary for providing service to the client.
* Do not discuss a client’s private information, including health information, with staff during doctor’s office visits and hospital visits, or with staff in a retirement community, assisted living facility, or nursing home.
* All communication regarding appointments, office visits, or general health of the client should be addressed to the client, the client’s family, power of attorney, or such other legally designated agent, so long as the client has given his/her approval to share such information with the specified third party.
* Do not discuss the client or the client’s personal health information in public or with family members. This includes sharing with anyone outside of the Company.
* Do not make a referral or coordinate any other in-home services on the client’s behalf. These may include a consultation with doctors, nurses, health care personnel, facilities and providers who specialize in health-related products. If a client requests such services or appears to need such services, you should promptly contact the Company Owner and/or General Manager to discuss the situation and to determine next steps.

If you inadvertently disclose confidential information to an outside third-party, please notify the Company Owner and/or General Manager immediately. We will work with you to address the potential data breach and to notify the client as necessary.

Confidential information does not include information lawfully acquired by non-management employees about wages, hours or other terms and conditions of employment, if used by them for purposes protected by §7 of the National Labor Relations Act such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for their mutual aid or protection. Nothing in this Handbook prohibits an employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing Confidential Information which the employee acquired through lawful means in the course of employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission, the Department of Labor, or any other appropriate government authority.

Further, employees are hereby notified that under the 2016 Defend Trade Secrets Act (DTSA): (1) no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that: (A) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or, (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and, (2) an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court or arbitration proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order or arbitration award .

## Employee Classification

The Company has established the following Employee Classifications for salary and benefit purposes only. You will be notified in writing of your classification and status at the time of hire, re-hire, promotion, or at any time a change in status occurs. These classifications do not alter your at-will employment status.

1. Temporary Employee: An employee who is scheduled to work on a specific need of the Company on a full or part-time basis. The employee will not receive any benefits unless specifically authorized in writing or otherwise required by applicable law. The employee is non-exempt and is compensated on an hourly basis. They are eligible for overtime as defined in this manual.
2. Full-Time Employee: Unless otherwise defined by law, employees who are normally scheduled to work and who do work a schedule of 40 hours per week and who were not hired on a temporary basis.
3. Part-Time Employee: Unless otherwise defined by law, employees who are normally scheduled to work and who do work a schedule of less than 40 hours per week and who were not hired on a temporary basis.
4. Exempt/Non-Exempt status: Federal and state law generally divides all employees into two categories. An exempt employee does not fall under certain wage and time requirements of the FLSA. That is, an exempt employee does not receive overtime pay or compensatory time off. Management will inform any exempt employee of his or her status and responsibilities at the time of hire, rehire or promotion. Non-exempt employees receive compensation for overtime. Unless notified otherwise in writing by management, all employees of the Company are non-exempt.

## Office Hours

Our office is open from 8:30 a.m. to 4:30 p.m. Monday through Friday. A staff member is on call after hours during the week and during the weekend, for emergency purposes only. Please call during regular business hours of 8:30 a.m. to 4:30 p.m. for all non-emergency questions or concerns.

## Pay Periods, Paydays and Shift/Time Record Keeping

The Company has established this policy to ensure that its employees are compensated in accordance with all applicable federal, state and local laws. Non-exempt employees are responsible for recording all time worked. Because employees in non-exempt positions must be paid based on all time worked, it is essential that all time worked be accurately and timely recorded and reported for payroll processing. Non-exempt employees are expected to certify the accuracy of their reported working time or notify the Company of any inaccuracies with respect to reported working time.

The Company primarily uses a timekeeping technology called Telephony for most assignments. Care Pros will dial a toll-free number from the client’s home telephone upon arrival, enter an assigned code and wait for confirmation. The process is basically repeated when leaving the client’s home. Non-exempt employees must clock-in via the Telephony system before performing any work-related activity at their assignment and must complete all work related activities at the assignment before clocking out using Telephony. This technology mostly eliminates time-slips for timekeeping and allows the office to know when Care Pros arrive at and leave a client’s home. If Care Pros cannot call from the client’s phone because it is in use, call as soon as the phone is free, and then call the office who will speak with the client to verify the actual arrival time. It is important that Care Pros timely report any working time not otherwise captured via the Telephony system. Each employee must keep a daily written record of the hours worked for each client. Also, it is essential that Care Pros’ records be detailed in order to distinguish between hours you provide Companionship, Home Helper, Personal, Specialized, and Sleepover services.

Mileage for client errands or any other compensable travel time is reported in the app and must state the destination and purpose of travel and must be signed by the client or client’s family member or power of attorney for each mileage entry.

In some cases, such as working for clients who reside in facilities, the Telephony system does not work, and paper time-slips are used as a substitute. Any working time that is not reported via Telephony must be accurately recorded on a paper time-slip and timely submitted to the Company for processing. This may include compensable travel time, time working in the Company office, or time working at the employee’s own home.

Time must be submitted by end of day of shift in order to be included in the Care Pro’s next paycheck.

Because employees’ timecards are very important, to the extent non-exempt employees fill out paper time sheets, non-exempt employees must print legibly and check to make sure that it they are completely filled out and completely accurate. Please use a blue or black pen, pressing firmly to ensure legibility.

Employees will be paid on the 10th and 25th of each month by check or direct deposit. The pay periods are the 1st through the 15th and the 16th through the end of the month. Employees are paid on the 25th for the pay period of the 1st through 15th, and employees are paid on the 10th for the pay period that begins on the 16th and ends on the last day of the month.

You may elect to receive your paycheck via direct deposit or paycheck. If the regular payday falls on a company-recognized holiday, then employees will be paid on the work day before the regular payday. Employees who enjoy the benefit of electronic direct deposit will receive deposit advice (either via email or U.S. mail).

If an employee must be late for, or absent from, work, the employee is to notify the office before the beginning of the workday or as soon after as possible. All employees are considered tardy if they are not at their assigned shift at their assigned time unless they have notified the office as previously stated. Repeated tardiness may be cause for disciplinary action.

No employee is authorized to clock-in/out for another employee or sign in/out on behalf of another employee. Any employee who engages in this practice will be subject to disciplinary action, up to and including termination. Non-exempt employees must record their start time contemporaneously with the time they actually start working and record their end time contemporaneously with the time they actually stop working. No employee is authorized to record a start or stop time before beginning or completing work (*i.e*., pre-filling out a timesheet). Time worked must be reported the workday on which it was actually performed.

It is a violation of the Company’s policy for any employee to falsify a time record. Non-exempt employees are responsible for ensuring that their reported time is correct. If a non-exempt employee under-reports or over-reports their hours worked, the non-exempt employee is subject to disciplinary action, up to and including termination of employment.

At the end of each pay period, all non-exempt employees are required to review the hours recorded by the timekeeping system or on their timesheet and certify that all of their working time for the pay period is accurately reported.

It is a violation of the Company’s policy for anyone to alter an employee’s reported time. Any changes to an employee’s reported time must be discussed with the employee and documented. Employees must always be paid for all time worked, whether or not authorized, and whether or not the time worked falls within the employee’s scheduled shift.

It is a violation of the Company’s policy for anyone to instruct or encourage another employee to work off-the-clock, to incorrectly report hours worked or to alter another employee’s time records. If anyone instructs or encourages an employee to incorrectly report hours worked, work off-the-clock, or to alter another employee’s time records, or if an employee is aware of any other possible deviations from this policy, that employee is required to immediately report such violations to the Owner in addition to speaking with any member of management or Human Resources. Any failure to report such misconduct in accordance with this procedure is a violation of this policy. The Company will investigate promptly and thoroughly any report of a possible violation of this policy. Employees who violate this policy will be subject to discipline, up to and including termination of employment.

If employees have other questions or concerns related to pay, hours, or similar issues, employees must follow the reporting procedure set forth in the section titled “Reviewing Your Pay Stub, Reporting Errors, and Obtaining More Information.”

The Company will not tolerate any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination of employment.

## Reviewing Your Pay Stub, Reporting Errors, and Obtaining More Information

The Company works hard to ensure that all employees are paid correctly, but mistakes can happen. When mistakes do occur and are brought to the Company’s attention, the Company will promptly make any corrections necessary. Employees should review each paycheck and pay stub when received to make sure their pay and/or reported hours are correct.

If an employee believes an error has occurred or if an employee has any questions about their paycheck, pay stub, deductions from pay, if an employee believes that they have been subject to any improper deductions, or if an employee’s pay does not accurately reflect their hours worked, you should promptly report the matter to Office Management or the payroll representative. Reports of errors will be promptly investigated.

If Office Management or the payroll representative is unavailable, if you believe it would be inappropriate to contact those persons, or if you have not received a prompt and acceptable reply from them, you should immediately contact the Owner. Every report will be fully investigated, and the Company will make every effort to ensure that you receive the pay to which you are entitled.

The Company will not allow any form of retaliation against individuals who make good faith reports of alleged violations of this policy, or who cooperate in the Company’s investigation of such reports, even if the reports do not reveal any errors or wrongdoing. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, up to and including discharge. Any employee who believes they have been subjected to retaliation should contact a supervisor or manager, or the Owner.

The Company will investigate all claims of retaliation promptly and, to the extent reasonably possible consistent with a thorough investigation, on a confidential basis. If the Company concludes that an employee has violated this policy, corrective action will be taken, where appropriate, up to and including termination of employment.

## Meal Periods and Rest breaks

Due to the nature of our business and the services we provide, the guidelines surrounding meal periods and rest breaks will vary from assignment to assignment. The Company will fully comply with all applicable laws in regard to meal periods and rest breaks. Employees should refer to their state-specific supplement for additional information regarding meal and rest breaks required under state law.

If an employee works in a state where there are no applicable meal or rest break requirements, the Company will provide break time as appropriate, subject to operational needs and supervisor discretion. The Company does not contract to provide such break time in these states.

## Employees Who Work Extended Periods of Time

Employees are not permitted to reside permanently on a client’s premises. Employees who work for 5 days and nights (and 120 hours or more) or for 5 consecutive days (regardless of the number of hours) are considered live-in staff. Unless applicable state law requires otherwise, employees who qualify as live-in staff may agree to exclude bona fide sleep time (pursuant to the same rules expressed in the Employees Working Twenty-Four Hour Shifts Policy), bona fide meal time, and other off-duty time. Such exclusions from compensable working time will be set forth in a written agreement.

## Travel Time

The Company will compensate non-exempt employees for time spent traveling for purposes of conducting the Company’s business in compliance with applicable local, state and federal law. This compensation is for the time the non-exempt employee spends traveling and does not include mileage, which may be compensated separately, if required by law.

Compensable travel time includes a non-exempt employee’s business travel between work sites during the workday, but does not apply to time spent in the non-exempt employee’s regular commute to work, which includes travel from home to the first work site at the beginning of the workday and travel from the last work site to home at the end of the workday, unless applicable law requires otherwise.

Non-exempt employees are not expected to accept or make calls or complete any paperwork before they begin their commute or after they finish their commute. Any work that is approved for a non-exempt employee to do at home can be done on their own schedule. There is no work that a non-exempt employee will be asked to do immediately before or immediately after their commute.

Travel Between Work Sites: For your convenience, travel time between work sites is calculated through WellSky. WellSky uses Google Maps to estimate a reasonable approximation of driving time from between work sites. Time spent traveling between work sites during the workday is counted as hours worked for purposes of calculating hours of work and overtime premiums, and eligible non-exempt employees will be paid overtime in accordance with applicable federal and state law.

## Off-the-Clock Work

The Company is committed to compensating every employee for all work performed in accordance with all applicable state and federal laws. The Company prohibits all “off-the-clock” work, and non-exempt employees are prohibited from performing any “off-the-clock” work. “Off-the-clock” work means work a non-exempt employee performs but fails to report to the Company. Non-exempt employees may not perform any work without compensation.

Examples of prohibited off-the-clock work include but are not limited to:

* Performing work-related activities before a non-exempt employee has started recording work time or after a non-exempt employee has stopped recording work time;
* Performing work during the non-exempt employee’s meal period and not reporting the missed or interrupted meal period;
* Completing work-related paperwork at home without recording or reporting the time; and
* Sending or responding to work-related e-mails or making or responding to phone calls without reporting the time worked.

Non-exempt employees who perform work while not clocked/signed in, must keep track of all time worked and immediately report that time to the employee’s manager. The Company pays non-exempt employees for all working time, even if the work performed was not initially reported in the Company’s timekeeping system or on a timesheet. Therefore, if a non-exempt employee determines they have not been paid for work, the non-exempt employee must follow the reporting procedure set forth in the section titled “Reviewing Your Pay Stub, Reporting Errors, and Obtaining More Information.”

Non-exempt employees may not perform any work without compensation. Performing off-the-clock work is a policy violation for which non-exempt employees will be subject to discipline, up to and including termination. Non-exempt employees may not work off-the-clock at any time, even if a manager asks the non-exempt employee to do so. No member of management may request, require, or permit non-exempt employees to perform work without compensation. If a non-exempt employee is instructed by a member of management not to report time worked, the non-exempt employee must report this immediately to an appropriate member of management.

Non-exempt employees are prohibited from traveling to and visiting a client’s home or location during unscheduled hours for any reason without the advance permission of their immediate supervisor. Although any unauthorized work performed will be compensated appropriately, any employee who violates this prohibition may be subject to disciplinary action, up to and including termination of employment.

It is a violation of the Company’s policy for any employee to falsify a time record, or to alter another employee’s time record. Non-exempt employees are responsible for ensuring that the time stated on their time card is correct. Any employee who under-reports or over-reports hours worked is subject to disciplinary action, up to and including termination of employment.

All employees must certify that the time recording system accurately reflects the total amount of time worked for the pay period. This is accomplished by reviewing the hours recorded in the time recording system and acknowledging that all of your actual time worked for the pay period is accurately recorded.

It is a violation of the Company’s policy for anyone to instruct or encourage another employee to work off-the-clock, to incorrectly report hours worked or to alter another employee’s time records. If anyone instructs or encourages an employee to incorrectly report hours worked, work off-the-clock, or to alter another employee’s time records, or if an employee is aware of any other possible deviations from this policy, that employee is required to immediately report such violations to a manager, Human Resources or the Owner. Any failure to report such misconduct in accordance with this procedure is a violation of this policy. The Company will investigate promptly and thoroughly any report of a possible violation of this policy. Employees who violate this policy will be subject to discipline, up to and including termination of employment.

The Company will not tolerate any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination of employment.

## Minimum Wage

It is the policy of the Company to compensate employees at a rate equal to or greater than the established federal minimum wage. If applicable state or local law requires a minimum wage greater than the federal minimum wage, the Company will compensate non-exempt employees in compliance with applicable state or local law.

## Overtime

All non-exempt employees are eligible for overtime pay. Exempt employees are not eligible for overtime pay. If an employee is unclear as to whether or not the employee qualifies for overtime pay, the employee should speak to their manager or Human Resources.

Non-exempt employees will typically be paid overtime compensation at a rate of one and one-half (1 ½) times their regular rate of pay for all hours worked in excess of forty (40) compensable hours in a workweek, or in accordance with the law of the state in which you work. Non-exempt employees are responsible for accurately reporting all time worked, including overtime hours.

Managers must approve overtime in advance of a non-exempt employee actually working any overtime hours. Non-exempt employees will be paid for all overtime work, but may be subject to discipline up to and including termination of employment if the overtime work was not pre-authorized.

For purposes of determining whether you are entitled to overtime pay, only hours worked during a work week will be counted. Paid time off such as sick pay, holiday pay, vacation pay and jury duty pay (where applicable) will not count toward hours worked for the purpose of determining overtime pay, with the exception of periods of time during these categories of time when the employee performed actual work on behalf of the Company.

If daily overtime is required, daily and weekly overtime pay may not be pyramided or duplicated. Accordingly, non-exempt employees are not eligible to receive both daily and weekly overtime pay; only one overtime premium will apply.

For overtime pay calculation purposes, the Company’s work week begins at 12:00 a.m. Sunday and ends at 11:59 p.m. the following Saturday.

## Remote Training Time

Employees utilizing remote training modules must complete the module within the time period specified by the Company, if any. If an employee requires additional time to complete a remote training module, the non-exempt employee should seek approval from their manager and that additional time may be accommodated. A non-exempt employee who engages in unauthorized training time will be subject to disciplinary action, up to and including termination of employment.

The Company is committed to compensating every employee for all work performed in accordance with all applicable state and federal laws. As stated in the Off-the-Clock Work Policy, the Company prohibits all “off-the-clock” work, and non-exempt employees are prohibited from performing any “off-the-clock” work. As such, all time spent in Company-required training will be compensated.

As stated in the Time Reporting Policy, it is a violation of the Company’s policy for any employee to falsify a time record. You are responsible for ensuring that your reported time is correct. If you under-report or over-report your hours worked is subject to disciplinary action, up to and including termination of employment.

## Client Activity Documentation

Care Pros are required to completely and accurately document all activity in the Client Activity Log for all shifts worked. Often family members, doctors, as well as the office staff will review a client’s activity for various reasons, including health concerns, emotional stability, and to ensure that we are meeting the needs of the client. All documentation should be factual and be done objectively without personal opinion. All time spent on client activity documentation must be accurately reported to the Company as hours of work. Failure to do so may result in disciplinary action including but not limited to discharge.

## On-Call Pay

To ensure that employees will be available to address and resolve issues that may arise, the Company has instituted this on-call compensation policy to cover those non-exempt employees who may be required to be on-call and/or come back into work following their regularly scheduled shift.

During the on-call period, Care Pros are free and encouraged to engage in personal activities during the on-call period. However, the Company asks that the employee refrain from the use of alcohol to ensure soundness of judgment.

On-call employees are expected to keep their cell phone accessible during all on-call hours, and are also expected to respond to a call within 15 minutes of receipt. Failure to respond to a call during the employee’s designated on-call time may result in discipline.

## Lactation Accommodation

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee’s child up to the age required by applicable law. Non-exempt Employees needing breaks for lactation purposes may use ordinary paid rest breaks (if any). Employees needing breaks for lactation purposes may take other reasonable break time when needed. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the non-exempt employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed for the non-exempt employee, the lactation break time will be unpaid for non-exempt employees, unless state law requires otherwise.

Non-exempt employees will be relieved of all work-related duties during any unpaid break. Where unpaid breaks or additional time are required, employees should work with their supervisor or the Owner regarding scheduling and reporting the extra break time. Where state law imposes more specific requirements regarding the break time or lactation accommodation, the Company will comply with those requirements.

The Company will provide employees with the use of a room or a private area, other than a bathroom or toilet stall, that is shielded from view and free from intrusion from coworkers and the public. The Company will make a reasonable effort to identify a location within close proximity to the work area for the employee to express milk. This location may be the employee’s private office, if applicable.

The Company will otherwise treat lactation as a pregnancy-related medical condition and address lactation-related needs in the same manner that it addresses other non-incapacitating medical conditions, including requested time off for medical appointments, requested changes in schedules and other requested accommodations.

Employees should discuss with their manager the location for storage of expressed milk. In addition, employees should contact their manager during their pregnancy or before their return to work to identify the need for a lactation area.

For employees working in a jurisdiction that has a mandatory lactation accommodation law, the Company will comply with all legal requirements, including providing greater or different benefits than those indicated here.

## Care Pro Probationary Period

The first 90 days of a Care Pro’s employment is considered a probationary period. During this time, Care Pros are required to work a minimum of 12 shifts per month. After the conclusion of the probationary period, Care Pros may take time off (unless the Care Pro specifically requested such time off during the hiring process). During the Care Pro’s probationary period, the availability that the Care Pro provided on their application must remain the same as the stated availability in the employment application.

## Performance Evaluation

Performance evaluations are generally scheduled once a year or upon a change in assignments, however, supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis.

A positive performance review does not guarantee a pay increase or a promotion. These decisions are made at the discretion of the Company and depend on a number of factors in addition to an employee’s individual performance. .

We reserve the right to make any personnel changes (including termination) before or after performance evaluations.

## Personal Appearance

The image the Companyprojects to the public and to our clients is reflected in the appearance of our employees. Simply stated, employees should look neat, clean and well-groomed and should be dressed appropriately for the working environment. Employees are expected to use good judgment in their appearance and grooming, keeping in mind the nature of the work, their own safety and the safety of co-workers and clients, and their need to interact with the public.

Below are a few guidelines for professional appearance:

* Clothing should not constitute a safety hazard.
* All employees should practice commonsense rules of neatness, cleanliness and comfort.
* Jean shorts, tank tops, tee-shirts, tube tops, flip-flops, garments that are unnecessarily revealing, sweat pants and other similar apparel are not permitted.
* Employees may wear jeans,dress slacks, khaki-style slacks, skirts or knee length dress shorts. Dress shoes, tennis shoes are generally appropriate.
* Personal appearance should include good personal hygiene, clean hair and facial hair. If an employee shaves, then the employee’s facial hair should be clean-shaven or trimmed. If an employee does not shave, facial hair should be clean and well-groomed.
* Perfume, cologne, and aftershave should be used in moderation.
* All employees will wear name tags provided by the Company when present at a client location.
* Jewelry may be restricted for safety reasons, based on the position.

We encourage employees to seek the advice of their supervisor or Human Resources or the Owner if they have questions regarding appropriate dress or appearance at work. Employees who report to work improperly dressed or groomed may be instructed by their supervisor to return home to change. The time that non-exempt employees are absent for this purpose will be unpaid unless state law requires otherwise.

Nothing in this policy is intended to prevent employees from wearing a hair or facial hair style that is consistent with their cultural, ethnic or racial heritage or identity. This policy will be interpreted to comply with applicable local, state or federal law.

### Religious, Medical and Disability Accommodations

The Company will reasonably accommodate exceptions to this policy if required due to an employee’s religious beliefs, pregnancy, medical condition or disability. Employees who need such an accommodation should contact their supervisor or Human Resources.

## Solicitation and Distribution

The Company has established the following rules applicable to all employees and nonemployees that govern solicitation, distribution of written material and access to Company property:

* Employees may engage in solicitation activities only during nonworking times. No employee may engage in solicitation during their own working time or during the working time of the employee or the employees at whom such activity is directed;
* Employees may distribute or circulate any written or printed material only in non-work areas, during nonworking times. No employee may distribute or circulate any written or printed material in work areas at any time, or during their own working time or the working time of the employee or employees at whom such activity is directed;
* Nonemployees are not permitted to solicit or to distribute written material for any purpose on Company property; and
* Off-duty employees are not permitted in work areas.

Strict compliance with these rules is required.

As used in this policy, “working time” includes all time for which an employee is paid and/or is scheduled to be performing services for the Company; it does not include break periods, meal periods, or periods in which an employee is not performing and is not scheduled to be performing services or work for the Company.

## Personal Property

The Company is not liable for lost, misplaced or stolen property. You should take all precautions necessary to safeguard your personal possessions while on assignments with clients.

## Records

The Company will maintain various employment files while you remain an employee of the Company. Examples of these files are: your personnel file, your attendance file, your U.S. Citizenship and Immigration Services (USCIS) file and files for medical purposes. These files are maintained separately from one another and confidentially.

Your files have restricted access. You and Arch Home Care Inc., dba Home Instead Office Management, or its designated agents, may have access. However, the Company will cooperate with—and provide access to an employee’s personnel file to—law enforcement officials or local, state or federal agencies in accordance with applicable law, or in response to a subpoena, in accordance with applicable law.

In the event that you wish to review your personnel file, you must do so in the presence of management or designee. You should contact Human Resources or the Owner to schedule a time. Employees may not be allowed to view investigation records or any letters of reference that have been prepared or collected by management. Employees will be provided access to personnel records in accordance with applicable state law.

## Personal data Changes

To better assist employees and/or their families in the event of personal emergencies, the Company needs to maintain up-to-date contact information. Maintaining accurate information in our files also is important for recordkeeping, payroll and benefits related purposes.

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

## Miscellaneous Client Expenses

Any additional miscellaneous expenses incurred during the course of a shift must be approved by the client in advance and must be reported to the office immediately (*i.e*., client sends you to the store to pick up a few items and gives you $10.00, when you finish checking out the bill comes to $12.50 so you pay $2.50 out of your pocket). If the client does not reimburse you, mail or drop off the receipt at the office to be reimbursed. Report the miscellaneous expense to the office when you report your hours for that shift. The Company will reimburse you for the miscellaneous expense on your next paycheck and bill the client.

## Leaving the Company

### Separation from Employment

Employees of the Company are employed on an at-will basis. This means that employment may be terminated by either party at any time, with or without cause or notice. Nothing in this policy is intended to limit or alter the at-will nature of your employment.

Employees may leave the Company for a variety of reasons. Regardless of the reason, we strive to ensure that all separations from employment are handled fairly, efficiently and in compliance with applicable federal and state laws.

Reasons for termination include, but are not limited to, the following:

### Voluntary Termination

A voluntary termination means an employee has made the decision to end the working relationship with the Company. Voluntary resignations include, but are not limited to, written or verbal resignation, retirement (more fully discussed below) and job abandonment. An employee is considered to have abandoned the job if they fail to show for a shift and has not notified the company of their intention to resign.

Employees who voluntarily leave the Company are encouraged to provide their supervisor with written notice in order to allow a reasonable amount of time to transfer ongoing work. Upon resignation, an employee must return all keys, uniforms, credit cards, name tags, tools, equipment, phones, client lists, employee rosters, handbooks, confidential and proprietary information employees have received or which they have had access, or other Company-issued property.

Employees in good standing who retire or resign from their positions and Care ProsSM who complete all of their assigned shifts during that period may be eligible for re-hire.

### Retirement

Nothing in this policy shall be deemed to modify any employee benefit plan or plans referred to herein or that may subsequently be established.

### Involuntary Termination

An involuntary termination occurs when the Company decides to end the working relationship with an employee. Involuntary terminations may occur for cause or for reasons other than cause.

Involuntary terminations for cause include, but are not limited to, terminations for violating Company policy, misuse or theft of resources, the falsification of information, or unsatisfactory work performance.

Involuntary terminations for reasons other than cause include, but are not limited to, a reduction in workforce.

### Pay and Benefits Upon Termination

Final wages will be paid in accordance with applicable law. In accordance with Company policy, vacation, sick leave and floating holidays will not be paid upon termination unless otherwise required by law.

### Return of Company Property

Employees are required to return all Company property (e.g., computers, tablets, phones, vehicles, passwords, client lists, employee rosters, uniforms, keys, name tags, credit cards) that is in their possession or control in the event of termination of employment, resignation, retirement or layoff or immediately upon request. When allowed by law, and in accordance with applicable law, the Company may withhold from the employee’s check or final paycheck the cost of any items that are not returned when required. No information belonging to the Company can be retained, transmitted, printed or copied for the employee’s use. We may also take all action deemed appropriate to recover or protect company property.

### References/Verifications of Employment

So that the Company can handle requests for job references in a consistent, fair and lawful manner, all requests for official job references on behalf of the Company should be forwarded to Human Resources or the Owner. No other manager or supervisor is authorized to release references on the Company’s behalf for current or former employees. Our policy concerning references for former employees is to disclose only the dates of employment and the title of the last position held. If an employee authorizes disclosure in writing, we will also provide a prospective employer with information on the amount of the salary or wage last earned.

### Exit Interviews

Before leaving the Company, employees may be asked to participate in a voluntary exit interview. This will provide closure to the employee’s employment with the Company and will allow the Company to ensure that it has resolved various administrative matters, answered any questions about continuation of benefits and listened to any of the employee’s comments or ideas about improving the Company’s operations.

# WORKPLACE SAFETY AND SECURITY

## Workplace Violence

The safety and security of employees and clients is of vital importance to the Company. Therefore, the Company has adopted a zero-tolerance policy concerning workplace violence. Threats or acts of violence—including intimidation, bullying, physical or mental abuse and/or coercion—that involve or affect company employees or clients or that occur on the Company’s or a client’s premises, will not be tolerated.

The prohibition against threats and acts of violence applies to all persons involved in the operation of the Company, including, but not limited to, Company employees and other personnel, contract and temporary workers, consultants, contractors, clients, vendors, visitors and anyone else on the Company’s or a client’s premises.

Violations of this policy by an employee will result in disciplinary action, up to and including termination from employment.

It is our goal to have a workplace, including anywhere related to the workplace, such as client sites, online interactions, remote work and/or social media, free from acts or threats of violence and to respond effectively in the event that such acts or threats of violence do occur.

Workplace violence is any intentional conduct that is sufficiently severe, abusive or intimidating to cause an individual to reasonably fear for their personal safety or the safety of their family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or several employees.

Examples of workplace violence include, but are not limited to:

* Threats or acts of violence occurring on Company or a client’s premises, regardless of the relationship between the parties involved in the incident;
* Threats or acts of violence occurring off Company premises involving someone who is acting in the capacity of a representative of the Company;
* Threats or acts of violence occurring off Company premises involving an employee if the threats or acts affect the business interests of the Company;
* All threats or acts of violence occurring off Company premises, of which an employee is a victim, if we determine that the incident may lead to an incident of violence on Company or a client’s premises; and
* Threats or acts of violence resulting in the conviction of an employee or agent of the Company, or an individual performing services for the Company on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence when that act or the conviction adversely affect the legitimate business interests of the Company.

Examples of conduct that may be considered threats or acts of violence under this policy include, but are not limited to:

* Threatening physical contact directed toward another individual;
* Threatening an individual or the individual’s family, friends, associates or property with harm;
* The intentional destruction or threat of destruction of the Company’s, a client’s or another’s property;
* Menacing or threatening phone calls;
* Stalking;
* Veiled threats of physical harm or similar intimidation; and/or
* Communicating an endorsement of the inappropriate use of firearms or weapons.

Workplace violence does not refer to workplace arguments or debates that are zealous or impassioned, provided there is no resort to any form of coercion. Discussions about sporting activities, popular entertainment or current events are not considered workplace violence when there is no threat of violence being directed to the workplace or any individual connected with it. Rather, workplace violence refers to behavior that demonstrates an intention to engage in violence, condones violence in our workplaces, or targets any individual with acts or threats of violence.

Employees must help maintain a violence-free workplace. To that end, employees are encouraged to immediately report any incident that violates this policy to a supervisor or manager or the Owner.

**No provision of this policy statement or any other provision in this policy alters the at-will nature of employment with the Company. We will make the sole determination of whether and to what extent, threats or acts of violence will be acted upon by the Company. In making this determination we may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred.**

## Workplace Bullying

The Company does not tolerate bullying behavior. Individuals who engage in workplace bullying may be disciplined, up to and including termination of employment.

Workplace bullying is the use of force, threats or coercion to abuse, intimidate, or humiliate another employee. Workplace bullying includes, but certainly is not limited to, the following:

* Verbal abuse, such as the use of patently offensive, demeaning and harmful derogatory remarks, insults and epithets;
* Verbal or physical conduct that is threatening, intimidating or obscene;
* Pushing, shoving, kicking, poking, tripping, assaulting, or threatening physical assault, or intentionally damaging a person’s work area or property; or
* Sabotage, or deliberately subverting, obstructing or disrupting another person’s work performance.

Cyberbullying refers to bullying, as defined above that occurs through the use of a computer, cell phone, smartphone, tablet, pager or other device that transmits electronic information, regardless of whether the device is owned by or located at the Company or connected to the Company network. Cyberbullying is also prohibited.

This policy in no way prohibits employees from engaging in activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to speak with others, engage in workplace debates and protest about their terms and conditions of employment.

### Reporting and Response

Employees who are subject to, or witness, workplace bullying are encouraged to notify the office immediately. The Company will promptly investigate the complaint. The Company will maintain confidentiality to the extent possible, consistent with its commitment to investigating the complaint promptly and thoroughly.

If the complaint is verified, the Company will take appropriate remedial and disciplinary action, which may include, but is not limited to, verbal or written warnings, suspension, termination of employment, counseling and other actions. The Company will also report to law enforcement, if appropriate. The complaining party will be advised of the results of the investigation.

### Anti-Retaliation

The Company strictly prohibits retaliation against an employee for making a good-faith claim of bullying or for participating in good faith in an investigation of bullying.

## Weapons in the Workplace

The Company strictly prohibits employees or any other person providing services to the Company or located on the Company’s or a client location, from possessing weapons of any kind at the workplace. The workplace includes any property owned or leased by the Company or occupied by groups of company employees or persons providing services to the Company, including client locations. Unless this prohibition is contrary to state or local law, the workplace specifically includes any company parking areas and company vehicles. Employees are not permitted to transport or store weapons in vehicles owned or leased by the Company and used by the employee for work purposes, unless applicable state law requires otherwise. This policy prohibits the possession of concealed weapons as well as weapons carried openly.

This prohibition specifically includes guns, rifles and firearms of any type, including those for which the holder has a legal permit. Other examples of prohibited weapons include, but are not limited to, knives, ammunition, bombs, bows and arrows, clubs, slingshots, blackjacks, metal knuckles and similar devices that by their design or intended use are capable of inflicting serious bodily injury or lethal force.

Additionally, employees must notify the Company if they know of any weapons located in a client’s home or location.

## Work-Related Injuries

An employee who sustains a work-related injury or illness should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately.

Employees who sustain work-related injuries may receive workers’ compensation benefits. See the Company’s Workers’ Compensation Insurance policy for more information. Employees who need to take time off from work due to a workers’ compensation illness or injury may also be eligible for a leave of absence under the Company’s leaves of absence or reasonable accommodation policies.

## Drug-Free Workplace

The Company strives to provide a safe environment for employees, clients and others and to minimize the risk of accidents and injuries. Accordingly, each employee has a responsibility to co-workers and the public to deliver services in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of illegal drugs, abused prescription drugs or alcohol can impair reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic consequences. Moreover, studies have shown that impairment by controlled substances may last long after the user believes the effects to have worn off. For these reasons, the Company has adopted a policy that all employees must report to work and remain completely free of illegal drugs, abused or non-prescribed prescription drugs and alcohol.

The Company has a separate Drug and Alcohol Policy with a separate signed acknowledgement form. Please refer to this document or ask the Company Owner for any questions regarding the Company’s Drug and Alcohol Policy.

## Smoke-Free Workplace

The Company provides a work environment that is smoke-free. Smoking and the use of all tobacco-related products, including but not limited to, smoking, the use of chewing tobacco and the use of e-cigarettes is strictly prohibited inside the office and at client locations even if the client smokes or uses tobacco-related products. Employees who observe other individuals smoking in the workplace or in the presence of a client have a right to object and should report the violation to their supervisor or to another member of management. Employees will not be disciplined or retaliated against for reporting smoking that violates this policy.

Employees who violate this policy or who tamper with “no smoking” signs may be subject to disciplinary action up to and including termination.

## Company’s Right to Search

The Company wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives or other improper materials. To this end, the Company prohibits the control, possession, transfer, sale or use of such materials on its premises to the extent permitted by applicable law. We require the cooperation of all employees in administering this policy.

Desks, lockers and other storage devices may be provided for the convenience of employees but remain the sole property of the Company. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the Company at any time, either with or without prior notice.

In addition, to ensure the safety and security of employees and clients, and to protect our legitimate business interests, we reserve the right to question and inspect or search any employee or other individual entering or leaving company premises or job sites, including client locations. The inspection or search may include any packages or items that the individual may be carrying, including backpacks, handbags, knapsacks, shopping bags, et cetera. If a non-exempt employee is present during any search or inspection, the employee must report the time spent during the search or inspection as working time.

These items are subject to inspection and search at any time, with or without prior notice. We also may require employees to agree to reasonable inspection of their personal property and/or person while on the job or on the Company’s premises. The individual may be requested to self-inspect their personal property or person by displaying the contents of any packages and/or turning out their pockets, etc., in the presence of a representative of the Company, typically a management employee of the same gender. The Company will not tolerate any employee’s refusal to submit to a search.

## Visitors

Restricting access to Company premises and client locations helps maintain safety standards, protect against theft, ensure security of equipment, protect confidential information, safeguard employee welfare, and avoid potential distractions and disturbances. For this reason, only authorized visitors are allowed in the workplace and all authorized visitors, including friends, family and former associates, must be pre-approved.

Employees being visited are responsible for the actions of their guest(s). Should a guest of an employee act in such a manner that disrupts the normal working conditions of the Company or threatens the security of the Company and/or its employees, the employee accompanying the guest may be held responsible for the guest’s actions and subject to disciplinary action up to and including termination of employment.

The Company reserves the right to verify the contents of packages and handbags brought onto Company premises by visitors.

If an employee suspects or becomes aware of any unusual situation, they should immediately notify Human Resources.

## Inclement Weather

For Care Pros, given the nature of our business, many of our clients need services daily, no matter the weather conditions. Therefore, we do not close to our clients due to inclement weather. The Company requires that Care Pros make their best effort to cover clients needing essential services during inclement weather. At the same time, each Care Pro is expected to make their own personal safety decisions with regards to reporting to a client home on days where driving conditions are poor. All Care Pros are required to speak to their supervisor or the Owner when there is a concern about their safety and attending to their scheduled shift.

Employees should not take unnecessary risks to report to work in unsafe conditions.

## Emergency Responsibilities

In the event of an emergency or natural disaster, your safety needs and those of the client are your top priority. You are responsible for the client, so remain with him or her at all times, including during an evacuation, until another responsible party arrives.

Care Pros must maintain contact with Office Management using any means possible during an emergency. If you are in an unsafe situation or you or the client is injured, call “911,” and notify your supervisor as soon as possible.

## Motor Vehicle Safety Policy

To ensure the safe operation of personally owned vehicles used for Company business, including driving or running errands for a client, employees are to adhere to the following policy. Failure to do so may result in immediate termination or suspension of shifts.

You are to have a current, valid driver’s license in the state in which you reside. You are also to obtain insurance to cover the operation of your private vehicle. The policy must meet the minimum automobile liability and medical coverage as required by state law. **In the event you are in an accident while providing transportation or running errands for a client, your own personal auto coverage will be primary. When that limit is exhausted, the Company’s Non-Owned Policy will be secondary. We encourage you to contact your insurance agent to inquire about adequate liability protection and physical damage protection for your vehicle, including the Business Use exclusion.**

All employees operating a motor vehicle while on Company business are expected to comply with all traffic laws. You must report any traffic violations and offenses within twenty-four (24) hours to your immediate supervisor throughout the duration of your employment.

**Any employee involved in an accident while operating a vehicle used on Company business, while on or off duty, must submit an accurate, written report within twenty-four (24) hours of the accident or at the beginning of the employee’s next scheduled shift.**

All vehicles used for Company business will be equipped with a shoulder and seatbelt combination. The seatbelt/shoulder harness shall be worn by all occupants of the vehicles at all times. All occupants in the vehicle must be asked to wear the seatbelt/shoulder harness.

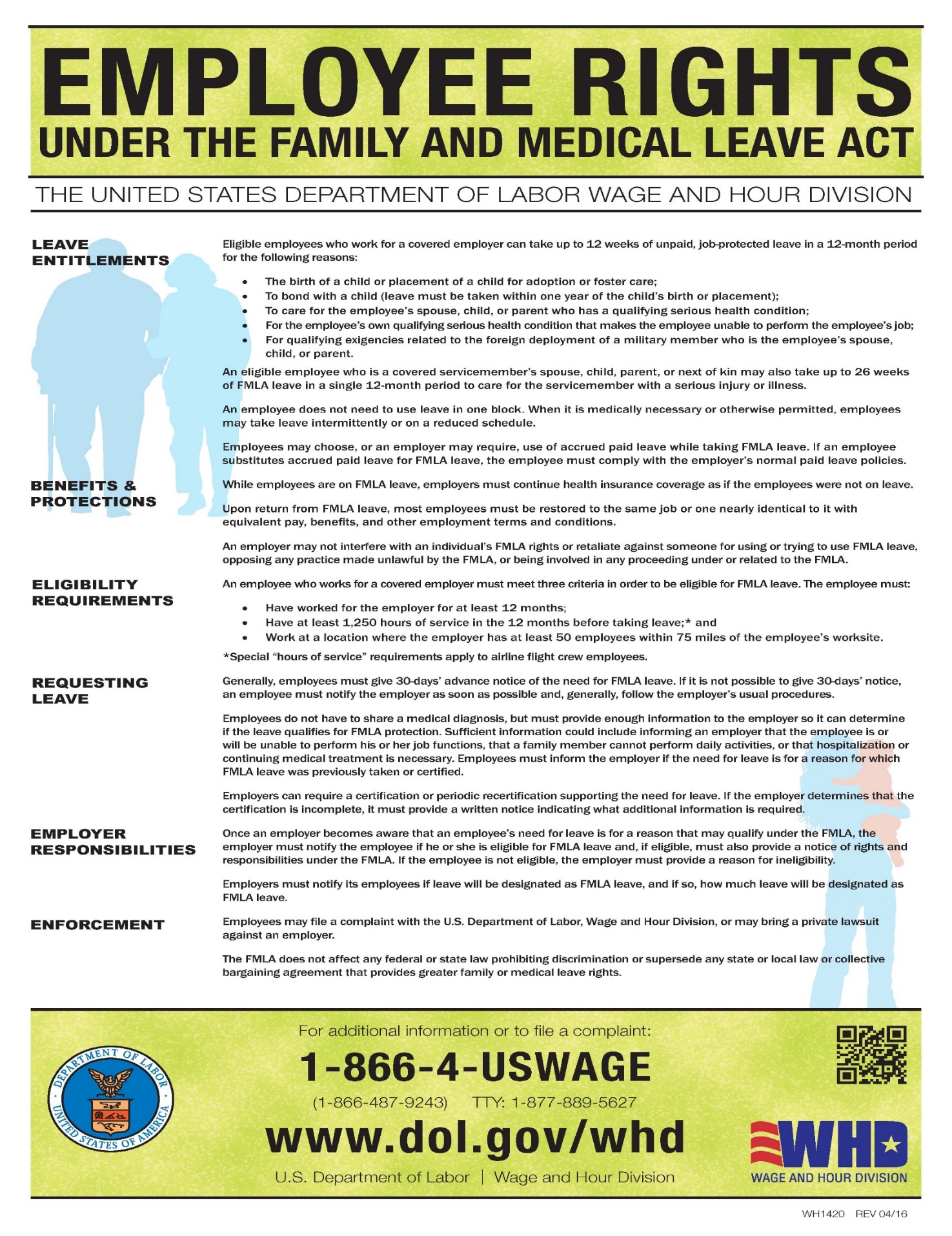
Motor vehicle checks will be done on a random basis throughout the length of your employment.

When transporting clients, you must be the driver of the vehicle and you may not provide transportation for anyone other than the client

This policy will be interpreted and applied in accordance with applicable law. If at any time, any provision of it is at variance with applicable law, applicable law will govern.

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# appendix: fmla notice

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