



# Employee Handbook

March 2020



**CASA COMPANION HOMECARE SOLUTIONS  
EMPLOYEE HANDBOOK**

**March 2020**

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## INTRODUCTION

Welcome to Casa Companion Homecare Solutions and to what I'm sure will be a mutually rewarding relationship!

A key part of your success is a work environment that allows you to concentrate on your job. With this in mind, Casa Companion Homecare Solutions has established a variety of programs and policies, and valuable and comprehensive benefits designed to be fair to all. This handbook will serve as an introduction to these programs, and Casa Companion Homecare Solutions.

It is my belief, that only by making each employee successful will we make our clients successful and achieve the organization's goals. The more productively we work together to meet our clients' needs, the more successful Casa Companion Homecare Solutions, as a Company will be. Your individual success and the personal satisfaction you derive from your association with Casa Companion Homecare Solutions are an integral part of achieving these goals. There is no question that our most valuable asset is our people. Casa Companion Homecare Solutions is committed to doing its part to assure its employees have a positive work experience. Together we can make a work environment that demands our best while leaving room for fun and personal fulfillment.

As a member of the Casa Companion Homecare Solutions team, you will be expected to contribute your talents and energies to improve the environment and quality of Casa Companion Homecare Solutions, as well as Casa Companion Homecare Solution's services. In return, you will be given the opportunity to grow and learn in a challenging and safe work environment. We also hope "fun" will be a part of your work at Casa Companion Homecare Solutions!

You have joined an organization that prides itself on delivering quality services to our clients. The culture at Casa Companion Homecare Solutions is one of continuous learning and growth opportunities. Hard work and customer service are the roots of our growth and success. We are continuing to build an organization, which our industry will recognize for its excellence.

I sincerely welcome your ideas and suggestions for making Casa Companion Homecare Solutions the best that it can be. I also extend to you my personal best wishes for your success and happiness at Casa Companion Homecare Solutions. Again, welcome! On behalf of the entire staff, we're happy you've joined our team.

Sincerely,

Christine Lee  
Owner

## **INTRODUCTORY STATEMENT**

This Employee Handbook contains information about the employment policies and practices of Casa Companion Homecare Solutions (the “Company”) in effect at the time of publication. Except for employment at-will status and the arbitration agreement, the Company reserves the right to change, in its sole discretion, all such policies and practices and the hours, wages, working conditions, job assignments, positions, titles, compensation rates and benefits for any employee. Other than the Owner, no manager, supervisor or representative of the Company has any authority to enter into any agreement for employment for any specified period of time or to make any agreement for employment other than at-will. Only the Owner has the authority to make any such agreement, and then only in writing signed by the Owner and the employee expressly making this change.

The policies set forth in this Handbook replace any and all previous policy statements, whether written or oral, which differ from or are inconsistent with the policies expressed in this Handbook. No such prior policies or procedures shall have any force or effect after the effective date of this Handbook.

## **EMPLOYEE RESPONSIBILITY**

It is the responsibility of each employee to learn and abide by all of the Company’s policies, including those contained in this Handbook. If you are unclear on any policy, ask your supervisor or the designated HR Representative. Failure to follow any Company policies will result in disciplinary action, up to and including termination.

## **AT-WILL EMPLOYMENT**

Nothing in this Employee Handbook creates, or is intended to create, a promise or representation of continued employment for any employee. Employment at the Company is employment at-will. Employment at-will may be terminated at the will of either the employer or the employee. Employment and compensation may be terminated with or without cause and with or without notice at any time by an employee. Likewise, the Company has the right to terminate employment, or otherwise discipline, transfer, demote an employee or make any other employment-related decision, at any time, with or without reason, at their discretion.

## **OUR COMPANY VALUES**

We are a purpose driven company with a higher purpose of connecting back to the people of our community through service, not merely to maximize profits. With this as the energy driving our business, the company is steadfast in our commitment to do right to all we serve – from our awe-inspiring employees who dedicate their lives to providing care, to our remarkable community partners, and our wonderful clients and their families who trust us with providing care at the most vulnerable time. Being founded on the values of service, our success is measured by more than the financial bottom line – our calling is to fulfill our mission and vision guided by our principles:

## People Passion Pride Purpose

Apart from passing the rigorous hiring process, you were hired because we think you have what it takes to help us achieve our purpose-driven calling to the community. This means you have a special gift for understanding and relating to seniors, you have a positive attitude and heart for serving others.

Our team will perform like MVP players because we are empowered by, and held accountable for exemplifying the Mission, Vision and Principles (MVP's) of the Company.

### **Our Mission**

Casa Companion Homecare Solutions offers piece of mind by providing extraordinary care and service in the comfort of home so that clients can maintain their independence, and their families and care providers have the time to focus on what's most important – each other.

### **Our Vision**

To bring contentment to those we serve in the community by becoming the foremost customer-centric and community-focused homecare partner in San Diego with a reputation for delivering remarkable experiences.

### **Our Vision**

Everything we do in pursuit of achieving our mission and values is guided by the following principles:

<b>People</b>	We are committed to the fulfillment of our employees, community partners and clients.
<b>Passion</b>	We love to bring contentment with our actions and our passion will show in our enthusiasm in how we treat others, and in our dedication to service.
<b>Pride</b>	We will exhibit honest, ethical and high quality work that will gratify others, providing a source of esteem and respect.
<b>Purpose</b>	We do this work for the deep significance of providing care and impacting lives, ultimately making a difference in our community.

## **CREATING REMARKABLE CUSTOMER EXPERIENCES**

As an employee of the Company, there is nothing of more importance than providing extraordinary care and service to our clients. Not only do we deliver excellent care, but every

employee is expected to create remarkable experiences that WOW our clients. At every opportunity, employees are actively shaping notable memories of excellent service for clients that delivers above their expectations. Remember, our vision is *“to bring contentment to those we serve in the community by becoming the most customer-centric and community-focused homecare partner in San Diego with a reputation for delivering remarkable experiences.”* In order to achieve this, your approach to serving customers should be delivered with *passion* – one of our guiding principles, which asserts that *“we love to bring contentment with our actions and our passion will show in our enthusiasm, in how we treat others, and in our dedication to service.”* It is our primary objective to see that they are treated with gentle care and dignity, and that their needs are met in a timely and efficient manner. Every act and every decision is guided by our principles of People, Passion, Pride, and Purpose. Your *passion* for caring for others and *purpose* for service, will be reflected in the *pride* you exhibit to the *people* we serve.

## **COMPANY POLICIES & PRACTICES**

### **EQUAL EMPLOYMENT OPPORTUNITIES**

It is the policy of the Company to make all employment, volunteer and internship decisions without regard to an individual’s race, religious creed (including religious dress and/or grooming practices), color, national origin, ancestry, physical disability, mental disability, medical condition, pregnancy (including childbirth, breastfeeding and related medical conditions), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military, veteran and/or reserve status, registered domestic partner status, Medi-Cal enrollment, or any other basis made unlawful by applicable law. The Company is an equal opportunity employer and strictly prohibits unlawful discrimination, harassment or retaliation by any employee, including managers, supervisors and co-workers. This policy pertains to all aspects of our employment terms and conditions including, but not limited to, recruitment, hiring, training, promotion, termination, compensation and benefits. The Company also strictly prohibits discrimination or harassment by any client or person who may be in the client’s home.

The Company will make reasonable accommodations for known physical or mental disabilities or medical conditions of qualified applicants, employees, interns or volunteers. A qualified person who may require an accommodation in order to perform the essential functions of the job should notify their manager or the designated HR Representative. The Company will engage in a timely, good faith, interactive process with the applicant, employee, intern or volunteer to determine the need for a reasonable accommodation. If a reasonable accommodation exists and will not impose an undue hardship on the Company, an accommodation will be made.

If you believe you have been subjected to unlawful discrimination, harassment, retaliation or other offensive conduct, please follow the complaint procedure outlined in this Handbook.

## PROHIBITED HARASSMENT

The Company maintains a strict policy prohibiting harassment, discrimination and/or retaliation because of an individual's race, religious creed, religious dress and/or grooming practices, color, national origin, ancestry, physical disability, mental disability, medical condition, pregnancy (including childbirth, breastfeeding and related medical conditions), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military, veteran or reserve status, registered domestic partner status, Medi-Cal enrollment or any other basis made unlawful by applicable law. Harassment, discrimination or retaliation based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics is also prohibited. This policy applies to all persons involved in the operations the Company and prohibits such harassment by any employee of the Company, including managers, supervisors and co-workers. The policy is also in place to protect employees from prohibited harassment by third parties. It also prohibits employees from prohibited harassment against third parties, including clients or their family members. Prohibited harassment may have occurred even if you have not lost a job or some other economic benefit. Prohibited harassment will not be tolerated, whether or not it rises to the level of unlawful conduct. Conduct that is prohibited under this policy includes, but is not limited to:

- Verbal conduct such as epithets, derogatory comments, slurs or unwanted sexual advances, invitations or comments.
- Visual conduct such as derogatory posters, photography, cartoons, drawings, emails, internet sites or gestures.
- Physical conduct such as unwanted touching, blocking normal movement or interfering with work directed at you because of your sex or any other prohibited basis.
- Threats and demands to submit to sexual requests in order to keep your job or avoid some other loss and offers of job benefits in return for sexual favors.
- Other threats and demands based upon any other prohibited basis.
- Retaliation for opposing, reporting or threatening to report prohibited harassment or for participating in an investigation, proceeding or hearing conducted by the Equal Employment Opportunity Commission or any state fair employment agency.
- Sexually harassing conduct need not be motivated by sexual desire.

You have a right to have your concerns and complaints about prohibited harassment, discrimination or retaliation addressed. If you believe you are being harassed on the job or otherwise subjected to offensive conduct because of your race, religious creed, religious dress and/or grooming practices, color, national origin, ancestry, physical disability, mental disability,

medical condition, pregnancy (including childbirth, breastfeeding and related medical conditions), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military, veteran or reserve status, registered domestic partner status, Medi-Cal enrollment or any other basis protected by applicable law, please follow the complaint procedures outlined below. All employees, volunteers or interns – including all management personnel - must report conduct prohibited by this policy whether or not they are personally involved.

## **ABUSIVE CONDUCT AND BULLYING PROHIBITED**

In addition to harassment based on a protected characteristic, the Company prohibits abusive conduct and acts of bullying. A safe and civil environment is necessary for employees to achieve the high standards we expect. Demonstration of appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment and abusive conduct are expected of all employees.

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

Bullying is repeated, health-harming mistreatment of another employee. Examples of prohibited bullying include, but are not limited to screaming; swearing; name calling; stealing; giving dangerous work assignments; using threatening, intimidating, or cruel behaviors; deliberately humiliating a person; denying advancement; and stealing work credit.

Generally, abusive conduct or bullying:

- Is committed by written, verbal, graphic, or physical acts (including electronically transmitted acts—e.g., using the Internet, a cell phone, a personal digital assistant (PDA), or a wireless handheld device);
- Substantially interferes with work, opportunities, and benefits of one or more employees, sometimes through actual sabotaging of work; *and*
- Adversely affects an employee's ability to function at work by placing the employee in reasonable fear of physical harm or by causing emotional distress.

Because bystander support can encourage bullying, the Company also prohibits both active and passive support for acts of bullying. Employees should either walk away from these acts when they see them or attempt to stop them. In either case, employees should report incidents to a supervisor. Reprisal or retaliation against any person who reports an act of bullying is prohibited.

Employees who engage in abusive conduct or bullying will be subject to appropriate discipline, up to and including termination.

## **PROHIBITED RETALIATION/WHISTLEBLOWER PROTECTION**

The Company prohibits retaliation against any employee because of (1) the employee's opposition to a practice or conduct the employee reasonably believes to be unlawful; (2) the employee's lawfully protected participation in an investigation or proceeding; (3) the employee's request for an accommodation for a disability (4) the employee's request for a religious accommodation; or (5) any other activity of the employee that is protected by law. The Company also prohibits retaliation against an employee because the employee is a family member of a person who has made a wage claim or engaged in other activities protected under the California Labor Code. Any retaliatory adverse action because of such opposition, participation, request, activity or familial relationship may be unlawful and will not be tolerated.

If you believe you have been subjected to retaliation, please follow the complaint procedure outlined in this Handbook below.

## **COMPLAINT PROCEDURE – DISCRIMINATION, HARASSMENT & RETALIATION OR OTHER WRONGFUL OR OFFENSIVE CONDUCT**

The Company encourages employees, volunteers or interns to report all incidents believed to be unlawful discrimination, harassment, retaliation or other wrongful or offensive conduct. You should provide a complaint, preferably in writing, to your own or any other Company supervisor or the designated HR Representative as soon as possible after the incident or incidents you believe to be unlawful or otherwise in violation of Company policy. Your complaint should include the details of the incident or incidents, the names of the individuals involved and the names of any witnesses. Your complaint will be kept as confidential as possible, but no complaint can be kept completely confidential.

Supervisors must promptly refer all complaints to their supervisor or the designated HR Representative. Your supervisor or the designated HR Representative or his/her designee will undertake a thorough, timely and impartial investigation of the allegations and document the investigation and findings. This investigation will be started and completed, and a determination regarding any appropriate remedial action alleged will be made, as soon as practical. Because of the seriousness of a complaint of prohibited discrimination, harassment or retaliation, no employee should knowingly make or knowingly participate in making a false complaint.

The Company's investigation will be documented for reasonable tracking and progress. It will provide all parties due process, and will be conducted by qualified, impartial personnel.

If your supervisor or the designated HR Representative or his/her designee determines that a violation of Company policy has occurred, the Company will take prompt, remedial action commensurate with the severity of the offense. Action will also be taken to deter any future violations of Company policy and ensure a work environment free from unlawful discrimination, harassment and retaliation. You will be kept apprised of such actions taken by the Company to

the extent possible without violating any privacy or confidentiality rights. The Company will not retaliate against you for making a complaint and will not knowingly permit retaliation by anyone.

Complaints of unlawful discrimination, harassment and/or retaliation can be filed with the California Department of Fair Employment and Housing (DFEH) and/or the federal Equal Employment Opportunity Commission (EEOC). These agencies may accept, investigate, prosecute and remedy complaints. The telephone numbers for the nearest agency office are listed in the telephone book and online directories. The agencies' websites are [www.dfeh.ca.gov](http://www.dfeh.ca.gov) and [www.eeoc.gov](http://www.eeoc.gov).

## **OPEN DOOR POLICY**

At some time or another, you may have a suggestion, complaint or question about the Company, your job, your working conditions or the treatment you are receiving. We welcome your suggestions, complaints or questions. For issues other than prohibited harassment, discrimination or retaliation, we ask that you take your concerns first to your supervisor, who will investigate and provide a solution or explanation. If the problem is still not resolved, you may present it to the designated HR Representative, preferably in writing, who will address your concerns.

The Company takes all employee concerns seriously and attempts to resolve them as soon as possible to everyone's satisfaction.

The Company is committed to protecting the rights of its employees and complying with all federal, state and local laws, including the National Labor Relations Act ("NLRA"). As you may know, the NLRA protects the rights of employees to form, join or assist a labor union, in addition to protecting the rights of employees to refrain from engaging in union activity. You can rest assured that the Company is committed to ensuring your rights under the NLRA will be protected, regardless of how you feel about the topic of unionization.

It is our belief that individual relationships between employees and managers provide the best climate for maximum development, teamwork and the attainment of the employee's goals, as well as those of the Company. We are proud of the fact that we provide employees with fair treatment, personal respect, good working conditions, competitive wages and an excellent benefits package.

We encourage employees to express their concerns, suggestions and comments to us so that we can understand each other better and constantly improve the work environment. You have that opportunity at the Company. We operate by having direct relationships with our employees. We work with you to address your thoughts in a collaborative fashion, without a third-party union interrupting your relationship with the management team.

As a Company employee, you can and should speak for yourselves. We will listen.

## EMPLOYMENT CLASSIFICATIONS

Employment at the Company is employment at-will. Employment at-will means that an employee may resign at any time with or without advance notice to the Company and with or without "cause." Likewise, the Company may terminate any employee at any time with or without advance notice and with or without "cause." Employees at the Company are classified by the Company as exempt or nonexempt and full-time, part-time or temporary.

### Exempt Employees

Exempt employees are regular employees whose job assignments meet the federal and/or state requirements for overtime exemption. Exempt employees are compensated on a salary basis and are not eligible for overtime pay.

### Home Care Aides/Personal Attendants

Personal Attendants (the Company titles these employees as 'Home Care Aides') who work for the Company's clients in their private homes are considered exempt under Wage Order 15 from statutory meal and rest period requirements. Home Care Aides are not exempt from overtime, which is payable at time and a half the Home Care Aide's regular hourly rate for all hours worked over 9 in a day or 40 in a week. If a Home Care Aide works for a Company client in a hospital or other facility, overtime is payable after 8 hours in a day and 40 hours in a week and for the first 8 hours worked on the 7<sup>th</sup> consecutive day, and double time is payable for hours worked in excess of 12 in a workday or after 8 on the 7<sup>th</sup> consecutive day. Home Care Aides must always adhere to the "80/20 Rule," meaning that they must spend at least 80% of their working time on duties that directly benefit the client. Such duties include hygiene, ambulating, medication reminders, meals, light housekeeping directly related to the client, companionship, errands, and other such Activities of Daily Living. Home Care Aides are not housekeepers, and should not perform heavy housework, housework of areas of the home that the client does not use, gardening, or cleaning up after people other than the client. Home Care Aides are Nonexempt Employees.

### Nonexempt Employees

Nonexempt employees are regular employees subject to federal and/or state overtime regulations and will be compensated for overtime hours worked in accordance with the law. Nonexempt employees including Home Care Aides must comply with the Company policies regarding timekeeping, overtime and may never work "off-the-clock."

### Commissioned Employees

Employees who are paid wholly or partly on a commissioned basis should refer to their signed commission agreement for specific details.

### Full-Time Employees

Full-time employees are employees who are normally scheduled to work 30 hours per week. (All Home Care Aides are considered On-Call employees regardless of the number of hours worked per week.)

### Part-Time Employees

Part-time employees are employees who are normally scheduled to work fewer than 29 hours per week. (All Home Care Aides are classified as On-Call employees regardless of the number of hours worked per week.)

### On-Call Employees

On-call employees are employees who may be scheduled to work any number of hours per week, but are called in as needed. They normally do not have a set schedule.

### Temporary Employees

Temporary employees are employees who are employed by the Company for short-term assignments. Short-term assignments will generally be periods of three months or less.

Individuals working through an employment agency (leased employees, etc.) and those working as independent contractors are not considered “regular” employees of the Company and are not entitled to any employment benefits provided by the Company. If you have any question about your classification, you should check with your supervisor or the designated HR Representative.

## **HOME CARE AIDE/PERSONAL ATTENDANT DUTIES**

All Home Care Aides are subject to Wage Order 15 and interpreting Opinion Letters, which define “Personal Attendant” as “babysitters and any person employed by a private householder or by any third-party employer recognized in the health care industry to work in a private household to supervise, feed or dress a child or person who by reason of age, physical disability, or mental deficiency needs supervision.”

Home Care Aides are limited to acceptable duties defined by the Department of Health and Human Services which include activities of assistance with daily living such as, bathing, showering, getting in or out of bed, chair or toilet, obtaining medical care, preparation of meals, managing money, shopping for groceries or personal items, use of the telephone, and housework.

Home Care Aides shall perform only those housekeeping duties which the client cannot perform alone due to health or age. All other housekeeping duties unrelated to the daily living of the client shall not exceed 20% of the working time spent by the Home Care Aide.

These non-exempt duties include, but are not limited to:

- Laundry for husband/wife of client or other third party
- Meal prep for husband/wife of client or other third party
- General housekeeping other than that directly related to the independent living of the client him or herself
- Cleaning rooms that the client does not use
- Garage cleaning, lawn care, pet care

Whenever a Home Care Aide spends 20% or more of his or her time on non-exempt duties, Home Care Aide will notify the Company in writing no later than the following day. Additionally, if a Home Care Aide may need to spend 20% or more of his or her time on non-exempt duties, the Home Care Aide will immediately notify the Company so that appropriate overtime and double time can be paid, and meal and rest period requirements can be met.

## **80/20 POLICY REGARDING PERSONAL ATTENDANT DUTIES**

Home Care Aides are responsible for supervising, feeding and dressing clients who because of their age or infirmity cannot do so for themselves. Employment is therefore covered by Wage Order 15, and the following requirements apply:

***AT LEAST 80% of time and work tasks must be directly related to the personal care of any client.*** According to the California Department of Labor Standards Enforcement, personal care means non-medical services related to the personal care and independent living of the client, including: companionship, bathing, hygiene, showering, getting in or out of bed or a chair, using a toilet, medicine reminders, preparing meals, helping the client with basic household budgeting, shopping for groceries or other personal items, accompanying the client on walks or outings, playing games, reading, and light housekeeping ***only when directly related to the client and the space occupied by the client.***

***NO MORE THAN 20% of time may be spent performing tasks that do not relate directly to the client.*** Such related tasks include taking care of a pet, watering the lawn, clipping flowers, cleaning items or areas not used by client, or cleaning up after anyone else besides the client.

***NEVER do the following:*** heavy house cleaning (drapes, rooms not used by the client, cupboards), or services for anyone in the home other than the client.

Again, Home Care Aides may only perform non-medical services that are directly related to the personal care and independent living of the client.

## **INTRODUCTORY PERIOD**

The first 90 days of your new employment with the Company is referred to as your Introductory Period. During the Introductory Period, you will be observed and evaluated based on your leadership, commitment, skills, attitude, and overall performance of your job duties.

Your Introductory Period can be extended for any reason identified by management during the first 90 days of employment. You will be notified by your supervisor if your Introductory Period is extended. A performance evaluation may be conducted by your supervisor at or near the end of your Introductory Period. Successful completion of the Introductory Period in no way changes the at-will employment relationship.

## **PERFORMANCE EVALUATIONS**

Performance evaluations may be conducted periodically. The first evaluation may be conducted at or near the end of the Introductory Period. Thereafter, evaluations may be generally conducted on an annual basis. Evaluations may also be conducted in relation to job changes, transfers, etc. The purpose of evaluations is to let employees know how well they are performing and whether they have any performance problems. Performance evaluations can be verbal or written, formal or informal. How you are rated on these evaluations in no way changes the at-will employment relationship nor does it guarantee a raise or promotion.

You will have the opportunity to submit your own comments to any and all performance evaluations submitted by your supervisor. Your comments must be submitted in writing to your supervisor or the designated HR Representative.

## **PERSONNEL RECORDS**

The information recorded in your personnel file is extremely important to you and to the Company. It is your responsibility to make sure that the personal data in the file is accurate and up to date. Report any change of address, phone number, emergency contact information, etc. to your supervisor or the designated HR Representative in writing immediately. You may add to the file your version of any disputed item in your personnel file.

As a Company employee, you have a right to inspect and/or receive a copy of your personnel file and payroll records, as provided by law.

In order for you or your authorized representative to inspect and/or receive a copy of your records relating to your performance or grievances against you, you or the representative authorized in writing by you, must submit to your supervisor or the designated HR Representative a written request stating the date the request is being made and designating the records that you want to review and/or receive copies of. Alternatively, you may request from your supervisor or the designated HR Representative an employer-provided form to fill out and return to your supervisor or the designated HR Representative.

The requested copies will be sent to you or your representative no more than 30 days from the date of your request. The time you spend inspecting the records is considered non-work time. If copies are requested, at the Company's discretion, the Company may request that you, the employee pay for the actual cost of reproduction.

Employees or their authorized representatives may also receive copies of their payroll records and personnel documents signed by the employee. Speak to your supervisor or the designated HR Representative about how to obtain those. These will be provided no later than 21 days from the date of your written request. You may be required to pay for the actual cost of reproduction of these records.

## **WORKING HOURS**

Normal working hours at the Company office are: Monday through Friday 8:30 AM to 5:00 PM and Field: 24 hours a day, 7 days a week. The work schedule for full-time nonexempt employees varies greatly depending upon the needs of our clients. Home Care Aides are not guaranteed any particular schedule or number of hours per week. Your supervisor will assign your work schedule. Once assigned, this work schedule can be changed by your supervisor at any time for such reasons as to better serve the client, fluctuations in production or the reorganization of your team's responsibilities. Changes to your work schedule should and will not interfere with the laws governing meal and rest break periods.

## **OVERTIME**

The Company provides compensation for all overtime hours worked by nonexempt employees and Home Care Aides in accordance with state and federal law. For overtime pay calculation purposes for nonexempt employees, the workweek at the Company begins Sunday at 12:00 AM and ends on Saturday at 11:59PM. The workday begins at 12:00 AM and ends at 11:59PM. Your supervisor will notify you when overtime work is required. Prior authorization from your supervisor must be obtained before working any overtime.

## **OVERTIME AND DOUBLE-TIME POLICY**

Because the overtime and double-time laws applicable to home care companies are a little confusing, the Company has developed this Overtime and Double-time Policy so that all employees understand how the Company pays overtime and double-time.

1. Office Employees: Employees who work in the office will be paid overtime for all hours worked over 8 up to 12 in a workday, the first 8 hours on the 7<sup>th</sup> consecutive day of work in a workweek, and/or any hours over 40 in a workweek. Office employees will be paid double-time for all hours worked over 12 in a single workday, and any hours worked over 8 on the 7<sup>th</sup> consecutive day of work in a workweek. Overtime is paid at one and a half times the employee's "regular rate"; double-time is paid at twice the "regular rate." The "regular rate" may be a single hourly rate, or it may be a "weighted average" rate if you work at more than one straight time rate during a pay period. The "weighted average" rate also includes certain kinds of bonuses and other payments that are required by law to be included.

2. Home Care Aides Working in Private Homes: Under the Domestic Workers Bill of Rights and Wage Order 15, Domestic Workers who are Home Care Aides (Personal Attendants) will be paid one and a half times their "regular rate" for all hours worked over 9 in a workday or 40 in a

workweek. Home Care Aides working in private homes are not entitled to double-time. Home Care Aides must adhere to the Company's 80/20 Policy. Home Care Aides who do not adhere to the Company's 80/20 Policy will be paid overtime and double-time according to Paragraph 1 above, just like office workers.

3. Home Care Aides Working in Hospitals, Skilled Nursing Facilities, or other Facilities: Home Care Aides who work in hospitals, skilled nursing or other facilities will be paid overtime and double-time according to Paragraph 1 above, just like office workers.

## **PUNCTUALITY AND ATTENDANCE**

Employees are expected to observe regular attendance and be punctual. If you are unable to report for work on any particular day, you must call (texting or emailing is not acceptable) your supervisor at least two (2) hours before the time you are scheduled to begin working for that day, or as soon as practical. If you call in less than two (2) hours before your scheduled time to begin work, you will be considered tardy for that day. Absent extenuating circumstances, you must call in on any day you are scheduled to work and will not report to work. The Company understands that in some cases, such as when you are using paid sick leave, advance notice may not be possible. In these cases, advance notification is only required to the extent practicable.

More than three instances of tardiness by a nonexempt employee during any twelve-month period are considered excessive. Any unexcused absence is considered excessive. Any absence or tardy that is excused by law will not be counted against your attendance record. Tardiness or absence related to paid sick leave or disability, or other legally-protected reason, will not be counted against you for purposes of this policy.

## **NO SHOW – NO CALL**

### Office employees

If an office employee fails to report for work without any call (texting is not acceptable) to a supervisor, and the absence continues for a period of three (3) business days, the Company will consider them to have abandoned and voluntarily resigned their employment.

### Field employees

Due to the nature and importance of their position, if a field employee fails to report for work without any notification to a supervisor for one (1) business day, the Company will consider them to have abandoned and voluntarily resigned their employment.

This policy does not apply if the no-call no-show is due to the use of paid sick leave, disability, or other legally-protected reason.

## **MAKE-UP TIME (OFFICE EMPLOYEES ONLY)**

The Company allows the use of make-up time when nonexempt employees need time off to tend to personal obligations. Employees may take time off and then make up the time later in the same workweek or may work extra hours earlier in the workweek to make up for time that will be taken off later that same workweek. Make-up time worked will not be paid at an overtime rate.

Make-up time requests must be submitted in writing to your supervisor, with your signature. The request must include the following information:

1. The date on which the time will be taken off;
2. The number of hours that will be taken off; and
3. The new date(s) on which the time will be made up in the same workweek.

Requests will be considered for approval based on the legitimate business needs of the Company at the time the request is submitted. A separate written request is required for each occasion the employee requests make-up time.

If you request time off that you will make up later in the workweek, you must submit your request at least 24 hours before the desired time off. If you ask to work make-up time first to take time off later in the workweek, you must submit your request at least 24 hours before working the make-up time. Your make-up time request must be approved in writing before you take the requested time off or before you work make-up time, whichever is first.

All make-up time must be worked in the same workweek as the time taken off. The Company's seven-day workweek is Sunday through Saturday.

Employees may not work more than 11 hours in a workday or 40 hours in a workweek as a result of making up time that was or would be lost due to a personal obligation.

If you take time off and are unable to work the scheduled make-up time for any reason, the hours missed normally will be unpaid. However, your supervisor may arrange with you another date in the same workweek to make up the time if possible, based on scheduling needs. If you work make-up time before you plan to take time off, you must take that time off, even if you no longer need the time off for any reason.

## **TIME RECORDS**

Time records must be accurately completed using the Company's timekeeping system by nonexempt employees and Home Care Aides. Each time record must show the exact time worked (time the shift and any meal period begins and ends), and your signature. All hours must be accurately recorded. Working "off-the-clock" is strictly prohibited. Absences and overtime must be accurately identified on your time record. Signing your time record certifies that you have

accurately recorded all hours of work that you performed and that you received all your meal periods, rest periods and recovery periods consistent with our policy and applicable law. Any time discrepancies must be reported immediately to your supervisor. If you fail to report inaccuracies or discrepancies in your time record, the Company will assume that the records are accurate and pay you accordingly.

You cannot record time and or submit a time record for another employee or allow another employee to record or submit your time record. Each employee must sign and submit his or her own time record. Time records are due by Sunday, 5:00PM every week without exceptions.

Exempt employees must report absences from work in 4 hours or greater increments. Deductions from an exempt employee's salary will be made only in accordance with applicable law. Employees should immediately contact your supervisor with any questions concerning their pay so that inadvertent errors can be corrected.

## **MEAL PERIODS**

Nonexempt employees who work more than five hours in a day and Home Care Aides who work in hospitals or other facilities or who do not satisfy the 80/20 rule are provided with an uninterrupted 30-60 minute unpaid meal period in which the employee is to be completely relieved of all duties. Employees must start the meal break before the end of the fifth hour of work. However, employees should not cut a meal break short if it is not possible to complete the 30-60 minute duty free meal break before the completion of their fifth hour of work.

Nonexempt employees and Home Care Aides who work in hospitals or other facilities, who work more than ten hours in a day, are provided with a second uninterrupted 30-60 minute unpaid meal period in which the employee is to be relieved of all duties. Employees must start the second meal break before the end of the tenth hour of work. However, employees should not cut a meal break short if it is not possible to complete the 30-60 minute duty free meal break before the completion of their tenth hour of work.

If an employee's work day will be completed within a total of six hours, the employee may waive the meal period. To waive that meal period, the employee must receive prior written approval from the immediate supervisor or your supervisor or the designated HR Representative.

If an employee's work day exceeds ten hours of work time, the employee may waive the second meal period only if the employee has taken the required first uninterrupted 30-60 minute unpaid meal period in which the employee is to be relieved of all duties and the employee's workday will not exceed 12 hours. To waive the second meal period, the employee must do so in writing, and receive prior written approval from the immediate supervisor or your supervisor or the designated HR Representative.

The Company prohibits employees from performing any work during their meal breaks. Employees may leave the premises during their meal breaks. The Company prohibits management or other employees from interrupting an employee who is on his or her meal break.

Nonexempt employees must observe assigned working hours, the time allowed for meal periods and report any missed meal period on the day's time record. Employees are also required to complete and sign the Daily Exception Sheet for each instance where an uninterrupted meal period is not provided and explain why they were not provided the opportunity to take their meal period. Employees who are not permitted to take required meal breaks will be paid an extra hour of pay as a missed meal period premium.

NOTE: Home Care Aides who work in private homes are exempt from meal and rest periods when they spend at least 80% of their time performing tasks that directly benefit the Company's clients. In the event a Home Care Aide in a private home spends more than 20% of his or her time performing duties that do not directly benefit the client, he or she is entitled to a meal period, but because of the nature of the work, Home Care Aide may be unable to be relieved of all duty for an uninterrupted meal period of 30 minutes. For these employees, the Company provides an on-duty meal period which is counted as time worked. This policy is confirmed in a separate acknowledgement signed by each Home Care Aide.

## **REST PERIODS**

Nonexempt employees and Home Care Aides who work in hospitals or other facilities or who do not satisfy the 80/20 rule are required to take the following paid rest periods:

- No break for shifts under 3.5 hours
- 10 minutes for shifts from 3.5 to 6 hours in length;
- A second 10-minute rest period for shifts 6 to 10 hours in length; and
- A third 10-minute rest period for shifts 10 to 14 hours in length, and so on.

Although Home Care Aides are generally exempt from this requirement, the Company strongly encourages Home Care Aides to take breaks whenever possible. Your supervisor may schedule your rest periods and whenever practical rest periods should be taken in the middle of your work period. As a general rule in an eight-hour shift, an employee's first 10-minute rest period should be taken before his or her first meal period and an employee's second 10 minute rest period should be taken after his or her first meal period. Shorter or longer shifts and other factors that make such scheduling impracticable or infeasible may alter this general rule.

Rest periods are paid work time; they cannot be waived by the employee in order to shorten the work day or used towards additional time off. Rest periods cannot be combined with an employee's meal period. Do not leave the premises during your rest period and do not take more than 10 minutes for each rest period allowed provided under this policy.

Employees desiring to express breast milk for the employee's infant child will be provided a reasonable amount of break time and a secluded area that is close to the employee's work area, and other than a bathroom stall, so that this may be done in private. This break time shall coincide with the employee's regularly scheduled break time to the extent possible. If a lactation break is taken outside of or extends beyond a paid break, a nonexempt employee must record the time on the timesheet as an unpaid break period.

Nonexempt employees must observe assigned working hours, the time allowed for rest periods and report any missed rest period on the day's time record. Employees are also required to complete and sign the Daily Exception Sheet for each instance where an uninterrupted rest period is not provided and explain why they did not take their rest period.

If an employee misses a meal or rest period at any time, or takes one that is less than the required time, or begins after the end of the 5<sup>th</sup> hour of work, he or she must notify management as to the reason why the break was missed, so that the Company can determine whether that employee is entitled to a missed meal or rest period premium, equal to one hour of straight time pay.

### **SPLIT SHIFT POLICY**

In compliance with applicable law, the Company ensures that employees receive the equivalent of an extra hour of pay at the applicable city or state minimum wage, whenever an employee works a "split shift."

A split shift is a work schedule that is interrupted by non-paid and non-working time periods established by the Company. For example, if the Company advises an employee that he or she has to visit two clients within the same workday, then the employee may be entitled to an hour of pay at minimum wage because the employee worked a split shift. In order to qualify, the break in between shifts has to be more than an hour. The following are **not** split shifts: (i) when the break in between shifts is an hour or less; (ii) when the employee requests or chooses the schedule and the Company cannot thereafter change it; and/or (iii) when the employee works an overnight shift one day and an overnight shift the next day.

If an employee works a split shift, then the Company will calculate whether the employee's normal pay for that workday is more or less than what the employee would have earned for that same workday at minimum wage, plus an extra hour at minimum wage. If the employee's actual earnings are less than what the employee would have earned at minimum wage plus an extra hour at minimum wage, the Company will pay the difference, which will show on the employee's paystub as a "split shift premium."

For example, if the Company tells an employee that he or she has to work from 10:00 a.m. to 12:30 p.m. at one client's home, and then from 3:00 p.m. to 7:00 p.m. at another client's home (total 6.5 hours, plus 30 minutes of drive time for a total of 7 hours), then that employee has worked a split shift. Let's say the employee earns \$13.00 per hour, and that \$12.00 an hour is the applicable minimum wage. At \$13.00 an hour, the employee earns \$91.00 for that day, and at minimum wage plus an hour, the employee would earn \$96.00. The Company owes this employee \$5.00.

## **PAYDAYS**

Paydays at the Company are weekly, every Friday. Checks are generally available after 8:30 AM and until 5:00 PM and will be distributed by your supervisor or his or her designee. If a normally scheduled pay date falls on a holiday, paychecks will be distributed the preceding business day.

A written, signed authorization is required for mail delivery or for delivery of your paycheck to any other person. If you have automatic deposit for your paycheck, your funds will be deposited in the account you have identified at the financial institution you requested by the end of business on the scheduled payday.

If a garnishing wage order is received by the Company for one of our employees, we are obligated by law to comply with the demand. The affected employee will receive notice from his or her supervisor or the designated HR Representative as soon as possible.

## **MANDATORY MEETINGS & TRAINING**

The Company will pay nonexempt employees and Home Care Aide for tuition and time spent attending meetings and training programs outside of regular working hours under the following conditions:

1. Attendance is mandated by the Company; or
2. The meeting or training program is directly related to the employee's job and the employee's attendance is approved by management in advance.

All mandatory meetings and training programs will be identified as such. Do not assume a meeting or training program is approved by the Company unless identified as mandatory. Check with your supervisor if there is any question.

Nonexempt employees must record the actual hours of attendance on the days' time record. If attendance at a mandatory meeting or training program results in travel beyond that of your normal commute, you will be compensated for this additional time spent traveling. The rate of pay for attending and or traveling to meetings and training programs may vary from the employee's normal pay rate. If you have questions on how to record your time, you should ask your supervisor.

## **COMPANY CREDIT CARDS**

Some employees may be issued company credit cards. These credit cards are for Company business only. Charges over \$100 must be pre-authorized. Personal charges are prohibited.

## **EXPENSES**

The Company reimburses employees for reasonably necessary business expenses. Expenses for personal, home computers or home internet expenses are not reimbursable. Supplies required

for work (such as computer paper) are considered reimbursable with management approval. Employees who have incurred authorized business expenses must submit receipts fully documenting the expense. Do not incur expenses without prior authorization. The Company also will reimburse employees for business use of their personal cell phones, in accordance with the Company's Cell Phone Policy.

## **EMPLOYEES WHO ARE REQUIRED TO DRIVE**

Employees who drive their own vehicle on Company business are required to present proof of a current, valid driver's license. You must notify your supervisor of any changes to your driver's license status. DMV registration, insurance documentation and all other required documentation is to be kept in the vehicle's glove box at all times.

Employees using a personal vehicle for Company business or who drive to more than one assignment in a workday will be reimbursed at the IRS rate and must present proof of current insurance coverage. Any employee wishing to be reimbursed for mileage must accurately log all business miles driven on their timesheets, and then submit those timesheets to the Company for calculation and reimbursement. Motorcycles are not an approved form of transportation for conducting Company business.

It is required that you observe all policies set forth by the Company as well as applicable traffic laws, while driving your own vehicle for the purpose of conducting Company business. Report any type of accident, traffic citation and/or vehicle damage immediately to your supervisor. If you receive a traffic citation while on Company time, you will be responsible for payment of the citation. The Company is not responsible for any physical damage to your vehicle. You must carry your own collision and comprehensive coverage.

Your Personal Auto Liability insurance is the primary payer. The Company's insurance is in excess of your coverage.

The company recommends that employees carry at least \$100,000.00 per occurrence liability coverage. Evidence of insurance coverage is to be provided to either the Company each year, by a copy of your policy's Declaration page or a Certificate of Insurance.

Employees must adhere to Company policies and traffic laws. Employees are prohibited from transporting unauthorized passengers in their personal vehicle during work time.

## **MILEAGE AND DRIVE TIME**

The Company will reimburse employees for their mileage at the IRS rate when employees have two or more assignments within the same workday, and/or when employees drive clients to their errands or for other client-related purposes. Employees must submit a mileage log, noting the number of miles driven. The mileage log should only list the number of miles representing the DIRECT distance between the two clients, even if the employee had enough time to take care of personal errands in between shifts.

Drive time is also considered hours worked and will therefore be paid, but only for the amount of time that it would take for the employee to drive *directly* from Client A to Client B.

The Company also pays employees for their time spent driving for work purposes, again however, based upon the amount of time that it takes to drive *directly* from one client to the next. Drive time is considered hours worked and will be paid at the employee's regular rate.

Example:

Tiffany has two assignments in one day. Assignment A ends at 11:00 a.m., and Assignment B begins at 6:00 p.m. Even though the break is 7 hours long, Client A only lives 15 miles away from Client B, and it takes 30 minutes to drive from Client A to Client B. Tiffany will be reimbursed \$8.70 for her mileage (15 miles at \$.58 cents per mile), and will be paid for 30 minutes of drive time.

The Company does not pay employees for their time spent driving to and from work (nor does it reimburse for mileage), as this is considered commute time and is not compensable.

## **COMPANY PROPERTY AND FACILITIES**

All Company property and facilities, including but not limited to, desks, storage areas, work areas, lockers, file cabinets, computer systems, telephone systems, tools, equipment and vehicles are to be used only for Company business and must be properly used and maintained. The Company reserves the right, at any time, and without prior notice, to inspect any and all of the Company's property or facilities to ensure that Company policy is being followed. Such inspections may be conducted during or after business hours and in your presence or absence.

## **COMPANY KEYS AND ALARMS & SAFE CODES**

If applicable, you will be assigned all appropriate building keys needed to conduct your daily job responsibilities, as well as, alarm and safe codes. You are responsible for all keys and the confidentiality of alarm and safe codes. Duplication of any company key is not allowed nor disclosure of any alarm or safe code. It is against Company policy to loan or distribute your assigned keys to another employee or non-employee of the Company. If your Company keys are lost, misplaced, destroyed or stolen, you must report it immediately to your supervisor.

## **COMPUTER AND ELECTRONIC EQUIPMENT**

The Company's computer and other electronic systems ("technology"), including but not limited to, telephone systems, voice mail systems, electronic mail systems, cellular phones, company-issued computers and workstations, computer hardware, peripheral equipment such as printers and fax machines, software that grants access to external services, such as the Internet or cloud storage accounts, and instant messaging systems, are provided for business use only. Occasional and limited use of the Company's technology for personal purposes is understandable and

permitted, so long as the privilege is not abused, the use does not interfere with the employee's work and the use does not violate any of the Company's policies. The Company has the right to review copy or disclose any files or information found on their technology. All messages sent and received, including personal messages, and all data and information stored on or transported through the Company's Technology Resources are Company property regardless of the content.

Employees should have no expectation of privacy when utilizing the Company's technology. The Company retains the right to monitor at any time employees' use of the technology. Although passwords may be utilized to restrict access to certain systems, the passwords are designed to protect the Company against unauthorized access—not to prohibit access by the authorized Company representatives. The Company may require you to disclose username(s), password(s) or other method(s) of accessing any Company-issued electronic device. The Company retains the right to enter into any technology system and to inspect and review any and all data recorded in the systems. Because the Company reserves this right no message or data placed on the Company's technology should be considered private or confidential. Deleting or erasing information, documents or messages maintained on the Company technology is, in most cases, ineffective. All employees should understand that any information kept on the Company's technology may be electronically recalled or recreated. There should be no expectation of privacy by an employee because they erased or deleted messages.

All employees obtaining access to copyrighted materials must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials, except where expressly allowed by the copyright law or with express written permission from the owner. Unless specifically authorized, employees may not download or install any software on the Company's technology.

The Company's technology may not be used for transmitting, retrieving or storing any communications of a discriminatory or a harassing nature. Harassment of any kind is prohibited. No messages with derogatory or inflammatory remarks about race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, registered domestic partner status or any other basis made unlawful by applicable law, whether about a specific individual or about these protected categories in general, shall be transmitted, received or stored. The Company prohibits the use of abusive, profane or offensive language received or transmitted through the Company's technology systems. The Company's technology may not be used for any purpose that is illegal, against Company policy, causes discredit to the Company or is contrary to the best interests of the Company. Use of the Company technology for personal gain or profit or for personal reasons that would impede the Company's ability to conduct business is prohibited.

Each employee is responsible for the content of all text, audio or images that the employee places on or sends over the Company's technology systems. All electronic communications you send should include the Company's electronic communications privacy notice. No electronic communication may be sent which hides the sender or represents the sender as someone else. Employees who receive text, audio or images over the Company's technology systems that

violate any of the Company's policies should immediately report this receipt to their supervisor or the designated HR Representative.

## **SOCIAL MEDIA**

In this day and age, online commentaries and publications through various social media are commonplace. The means to engage in social media are expanding regularly. This policy is intended to govern the publishing, posting and/or release of information through all existing and developing social media platforms such as: Social Networking Sites such as Facebook, Instagram, Snapchat, Pinterest, etc.; Blogs; Micro-blogs, such as Twitter; Video and photo sharing websites, such as YouTube; Forum Discussion Boards, such as Google Groups; Online Encyclopedias such as Wikipedia; an employee's own website; interactive Websites of other companies or individuals where on line comments are permitted; and other user-generated media.

Employees may not use social media to violate any of the Company's policies. Each situation by which an employee's use of social media may violate the Company's policy cannot be detailed. Below are four basic principles that govern the use of social media by Company employees but this list is not exhaustive. An employee who has a question about whether his or her use of social media is prohibited by this policy should contact your supervisor or the designated HR Representative before engaging in the use.

- Employees are prohibited from using the Company's equipment and technology to engage in personal social media. Whether you are working or not, the Company's equipment and technology are provided to you for the purpose of conducting Company business.
- Employees are prohibited from engaging in personal social media during their working time, regardless of whose equipment and technology are used – unless the Company has authorized it for Company business. As used in this policy, working time excludes meal and break periods.
- Employees are prohibited from disclosing Company trade secrets, proprietary information and other confidential information described in various sections of this Handbook. These policies include but are not limited to the sections covering: Computers and Electronic Equipment; Confidential Information; Conflict of Interest; Personnel Records; and Solicitation.
- If you identify yourself in personal social media as being employed by the Company, you must state that your views are your own personal views and that you are not authorized to and do not speak on behalf of the Company. Remember that once you identify yourself as being employed by the Company, your statements, whether intended by you or not, can reflect unfavorably on the Company, its image and its products/services.

The Company disclaims any legal responsibility for employees' use of personal social media. Employees are legally responsible for their own use of personal social media.

## **CELL PHONE POLICY**

Personal cellular phone use is discouraged and should only be used in emergencies. Cellular phones should be turned off and/or set to silent and stored with your other personal belongings while you are working.

If you are required to perform business on a cellular phone for the Company while driving, you must utilize the hands-free option on the cellular phone or a headset/earpiece device. Sending or reviewing text messages or emails or reviewing the contents of your cellular phone while driving is also prohibited.

If you are assigned a Company cell phone to conduct Company business, please notify your supervisor if the cell phone is misplaced, stolen or damaged. Personal calls, received or placed, are not allowed on Company cell phones. The Company retains the right to enter into any cellular phone system and to inspect and review any and all data recorded in the systems. Because the Company reserves this right, no message or data placed or received on the Company's cellular telephones should be considered private or confidential.

If you are required to use a cell phone for business purposes, you will be reimbursed for a reasonable percentage of your cell phone bill, excluding services unnecessary for work purposes. Please see the Company's Cell Phone Policy for further information.

## **POLICY ON SOLICITATIONS, DISTRIBUTIONS AND ACCESS**

In order to maintain and promote efficient operations, discipline and security, the Company maintains rules applicable to all employees that govern solicitation, distribution of written material and entry onto the premises and work areas. All employees are expected to comply with these rules, which will be strictly enforced. Any employee who is in doubt concerning the application of these rules should consult with his or her supervisor immediately. These rules are:

1. No employee shall sell merchandise or solicit or promote support for any cause or organization during his or her working time or during the working time of the employee(s) at whom such activity is directed. As used in these rules, working time excludes meal and break periods.
2. No employee shall distribute or circulate any written or printed material, other than those approved by management for business purposes, in work areas at any time or during his or her working time or during the working time of the employee(s) at whom such activity is directed other than those approved by management for business purposes.
3. No employee shall enter or remain in Company work areas for any purpose except to report for, be present during and to conclude a work period. Nonexempt employees must not arrive, begin work and clock-in at his or her working area before they are scheduled to begin and must stop work and clock-out and leave

after their work scheduled for the day is completed. Work area does not include Company parking lots, gates or other similar outside areas unless an employee is assigned to work in such areas.

4. Under no circumstances will non-employees be permitted to solicit or distribute written material for any purpose on Company property.
5. Non-employees are forbidden from entering upon Company property at any time except on official business with Company unless expressly authorized.

We will allow limited selling of children's fundraising – please see your supervisor for prior approval.

## **RECREATIONAL AND SOCIAL ACTIVITIES**

Employees of the Company may participate in various recreational and social activities that are either sponsored by or supported by the Company. All recreational and social activities are completely voluntary. No employee is obligated to participate in any recreational or social activity, and no employee's work-related duties include participation in such activities. Any employee who elects to participate in any recreational or social activity does so at his or her own risk. The Company disclaims any and all liability arising out of an employee's voluntary participation in any off-duty recreational or social activity. Unless required by law, the time spent organizing, preparing for, attending and/or participating in these activities is not paid work time.

## **DISCIPLINE AND INVOLUNTARY TERMINATIONS**

Violation of Company policies and rules, whether or not they are included in this Handbook, will result in disciplinary action. Discipline may be in any form deemed appropriate by the Company, including but not limited to, verbal warnings, written warnings, suspensions and termination of employment. The Company's disciplinary system does not require any formal steps or procedures. The Company will, in its sole discretion, utilize whatever form of discipline it deems appropriate under the circumstances, up to and including the immediate termination of employment without any prior discipline. The use of discipline in no way changes the at-will employment relationship.

## **VOLUNTARY TERMINATIONS**

If you decide to leave your employment with the Company, we ask but do not require that you give us at least two weeks written notice. This will give us the opportunity to make the necessary adjustments in our operation.

## **REFERENCES**

All requests for employment verifications and employee references must be directed promptly to your supervisor or the designated HR Representative. Other employees should not provide

any such information. References for employees who have left the Company are limited to disclosure of dates of employment and title of the last position held.

## **MANDATORY ARBITRATION**

The Company has a mandatory arbitration policy, requiring that all disputes that may arise between the employee and the Company must be resolved by way of binding arbitration. As part of this arbitration program, employees also promise that any disputes will be handled on an individual basis, and not on a class or collective basis. Every employee will be given a Mutual Agreement to Arbitrate as part of the hiring process.

## **STANDARDS OF CONDUCT**

### **PERSONAL STANDARDS**

Each employee must be neatly groomed and wear clothing that is professional and appropriate for the employee's position. Your supervisor will inform you of any special clothing requirements. Employees will not be permitted to wear clothing or otherwise present an appearance that may cause disruption, be taken as offensive or reduce productivity or safety.

Exceptions to the Company's policy should be requested in writing, in advance to your supervisor. The Company will make reasonable accommodations for religious dress and religious grooming practices.

### **CUSTOMER AND PUBLIC RELATIONS**

The Company image in front of customers and the general public is critical to our success. All employees are expected to be prompt, polite, courteous and attentive to our customers and the public. We will absolutely not tolerate conduct toward customers or the general public that might be interpreted as unlawful discrimination or harassment. If you witness conduct in violation of this policy, you should immediately bring it to the attention of your supervisor.

### **PROFESSIONAL CONDUCT**

Employees are expected to contribute to a positive, professional, and productive work environment. This includes but is not limited to, being courteous, respectful and professional when interacting with fellow employees and members of management.

### **PROHIBITED CONDUCT**

The following is a list of conduct that is prohibited and will not be tolerated by the Company. It is not an all-inclusive list, but rather a list designed to give examples of the types of conduct prohibited by the Company.

- Falsification of employment records, employment information or other Company records.

- Recording the work time of another employee or allowing any other employee to record your work time or allowing falsification of any time record, either your own or another's.
- Theft, deliberate or careless damage of any Company property or the property of any employee or customer.
- Provoking a fight or fighting during working hours or on Company property.
- Participating in horseplay or practical jokes on Company time or on Company premises where such conduct might be a safety risk or might be interpreted as offensive.
- Carrying firearms or any other dangerous weapons during working hours or on Company premises at any time.
- Consuming, possessing or being under the influence of alcohol and/or illegal drugs during working hours or at any time on Company property or job sites.
- Insubordination, including but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of management or the use of abusive or threatening language toward a supervisor or member of management.
- Unreported absence on scheduled workdays, except when due to illness or disability.
- Unauthorized use of Company technology, equipment, time, materials, facilities or the Company name excluding protected speech.
- Sleeping or malingering on the job.
- Failure to observe working schedules, including the required rest, meal and recovery periods.
- Being convicted of certain kinds of criminal conduct whether or not related to job performance.
- Soliciting other employees for membership, funds or other similar activity in connection with any outside organization during your working time or the working time of the employee(s) solicited.
- Distributing unauthorized literature or any written or printed material during working time or in work areas. ("Working time" does not include your meal and break periods.)
- Failure to timely notify your supervisor when you are unable to report to work or failure to return from an approved leave of absence, except in the case of illness or disability.
- Failure of a nonexempt employee to obtain permission to leave work for any reason during normal working hours, other than for an unpaid meal break and rest periods.

- Abuse of paid time off.
- Making or accepting personal telephone calls during working hours except in emergencies, within reason.
- Failure to provide a physician's certificate when requested or required to do so unless prohibited by law.
- Wearing extreme, unprofessional or inappropriate styles of dress or hair while working.
- Making derogatory racial, ethnic, religious or sexual remarks or gestures; any violation of the Prohibited Harassment, Equal Employment Opportunity or Prohibited Retaliation policies; or using profane or abusive language at any time on Company premises or during working hours.
- Violation of any safety, health, security or Company rule.
- Working "off-the-clock," working overtime without authorization, refusing to work assigned overtime.

## **CONFIDENTIAL INFORMATION**

You may during the course of your duties be advised of certain confidential business matters and affairs of the Company regarding its business practices, customers, suppliers and employees. Your duties may also place you in a position of trust and confidence with respect to certain trade secrets and other proprietary information relating to the business of the Company and not generally known to the public or competitors. Such proprietary information includes customer and prospective customer information, pricing information, product and service information, competitive strategies, marketing plans, information contained in the personnel files of other employees, and financial information. You shall not, either during your employment with the Company or any time in the future, directly or indirectly:

- a. disclose or furnish, directly or indirectly, to any other person, firm, agency, corporation, client, business or enterprise, any confidential information acquired during your employment;
- b. individually or in conjunction with any other person, firm, agency, company, client, business or corporation, employ or cause to be employed any confidential information in any manner whatsoever, except in furtherance of the business of the Company;
- c. without the written consent of the Company, publish, deliver or commit to being published or delivered, any copies, abstracts or summaries of any files, records, documents, drawings, specifications, lists, equipment and similar items relating to the business of the Company, except to the extent required in the ordinary course of your duties.

d. access any documents, files, records, data, information, emails, lists, drawings, specifications, and equipment with the purpose of duplicating or copying the information for personal use or distribution. The Company monitors any duplication of the enumerated items above.

Some of the conduct prohibited by this policy also violates civil law and California Penal Code Section 502. Violations can result in severe penalties, fines, and/or imprisonment.

Upon termination of employment, employees are required to immediately return to the Company all property of the Company in as good condition as when received (normal wear and tear excepted) including, but not limited to, all technology, files, records, documents, drawings, specifications, lists, equipment and supplies, promotional materials and similar items relating to the business of the Company.

## **CONFLICTS OF INTEREST**

Situations that result in actual or even potential conflicts of interest must be avoided by all employees. Personal, social and economic relationships with competitors, suppliers, customers or employees that may impair an employee's ability to exercise good judgment on behalf of the Company or which give the appearance of such impairment create an actual or potential conflict of interest. For example, romantic or personal relationships between a supervisor and subordinate employee can lead to supervisory problems, claims of harassment and morale problems.

Any employee involved in such situations or relationships must immediately and fully disclose the nature of the situation or relationship to management so a determination can be made as to whether an actual or potential conflict exists, and if so, how to correct the situation.

What you do on your free time is your own business. However, outside activities (second jobs, side businesses, clubs, etc.) must not interfere with your ability to fully perform your job duties at the Company or create a conflict of interest with your statutory duty of loyalty to the Company. The Company prohibits employees from working with another company or external organization that competes with the Company whether as a regular employee or as a consultant, except field employees.

## **ACCEPTING GIFTS**

Accepting gifts, discounts, favors or services from a customer or potential customer, competitor or supplier, unless equally available to all Company employees, is unacceptable. Gifts of value greater than \$25.00 should be tactfully declined or returned to avoid any appearance or suggestion of improper influence. Generally, employees may not accept compensation, honoraria or money of any amount from entities with whom the Company does or may do business. Employees with questions about accepting business courtesies should talk to their supervisor or the designated HR Representative.

## **DRUG AND ALCOHOL POLICY**

It is the intent of the Company to promote a safe, healthy and productive work environment for all employees. The Company recognizes that the illegal and/or excessive use of drugs and/or alcohol is not conducive to safe working conditions, employees' health, efficient operations or Company success. It is the objective of the Company to have a work force that is free from the influence of controlled substances and illegal drugs and alcohol during work hours. Marijuana is a controlled substance and prohibited, even if recommended by a physician, because it is illegal under federal law. The Company will not tolerate employees who use or have possession on Company premises or who are under the influence of controlled substances, illegal drugs or alcohol during work hours.

The Company reserves the right to require employees to undergo drug and/or alcohol testing if there is reasonable suspicion that an employee is under the influence of drugs or alcohol.

Employees taking physician-prescribed medications which impair their job performance should not report to work, and should contact their supervisor immediately to discuss further steps that must be taken in such a situation, such as the need and availability of any reasonable accommodations. No employee shall use or have in his or her possession on Company premises any prescription medication other than medications currently prescribed by a physician for that employee.

## **SECURITY**

All employees are responsible for helping to maintain a secure workplace. Be aware of persons loitering for no apparent reason. If you are leaving late at night or are in any other situation that presents security concerns or where you do not feel comfortable, please seek the assistance of your supervisor or other employees. Report any suspicious persons or activities to your supervisor. Secure your desk or work area at the end of the day or when called away from your work area for an extended length of time and do not leave valuable and/or personal articles that may be accessible in or around your work area. Please report any problems with our security systems to your supervisor. The Company will make reasonable accommodations for employees who are victims of stalking in an effort to enhance the employee's security at work.

## **WORKPLACE VIOLENCE**

Because safety and security of employees is of vital importance to the Company, we have created and implemented Workplace Violence Prevention Plan ("WVPP"), which describes that acts or threats of physical violence, including intimidation, harassment, stalking and/or coercion, which involve or affect the Company or which occur on Company property, will not be tolerated. Employees are strictly prohibited from bringing weapons onto Company property or during work time. Any act or threat of violence should be reported to your supervisor or HR Representative immediately. You will receive a copy of our WVPP with this Handbook.

## **SAFETY POLICY**

The Company is firmly committed to maintaining a safe and healthy working environment. All employees of the Company are expected to be safety conscious on the job at all times. All unsafe conditions or hazards should be corrected immediately. Report all unsafe conditions or hazards to your supervisor or the Owner immediately, even if you believe you have corrected the problem. If you suspect a concealed danger is present on Company premises, or in a product, facility, piece of equipment, process or business practice for which the Company is responsible, bring it to the attention of your supervisor or the Owner immediately. Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and immediately contact the Owner regarding the problem.

All workplace injuries and illnesses must be immediately reported to your supervisor and the Owner.

The Company has in place a written Injury and Illness Prevention Program as required by law. Contact your supervisor if you have not received your copy of this Program or if you wish an additional copy. It is your responsibility to read, understand and follow the Injury and Illness Prevention Program provisions applicable to your work assignment.

## **CHEMICAL EXPOSURE WARNING**

Employees should be aware that work areas may contain chemicals known to the State of California to cause cancer or to cause birth defects or other reproductive harm. If you have any questions or concerns about possible chemical exposure in your work area, contact the Owner.

## **EMPLOYEE BENEFITS**

### **PAID SICK LEAVE**

Employees begin to accrue paid sick leave at the commencement of employment. The sick leave accrues at a rate of one (1) hour for every 30 hours worked. The accrual continues up to a maximum of 80 hours at which point the accrual is capped and no further sick time will accrue until paid sick leave is used and the amount available falls below the cap.

Eligible employees can begin to use the accrued sick leave on their 90<sup>th</sup> day of employment. A maximum of 40 hours or five days of paid sick leave may be used annually. Any unused sick time will be carried over from year to year.

Paid sick leave can be used for the diagnosis, care or treatment of an existing health condition or for preventive care for yourself or your spouse, child, parent, registered domestic partner, grandchild, grandparent, or sibling. It may also be used if you are a victim of domestic violence, sexual assault or stalking to obtain medical assistance, counseling, legal protections or other assistance to ensure your health and safety.

Paid sick time will be provided upon the employee's request. Employees may request to use their accrued sick leave in any increment of at least two (2) hours or more. If the need for time off is foreseeable, the employee must notify his or her supervisor as soon as he or she is aware of the need. In an emergency situation, an employee should notify his or her supervisor as soon as practicable.

Nonexempt employees will receive their regular rate of pay while taking the paid sick leave days and do not receive additional compensation beyond their normal salary.

Unused sick leave is not paid out at the termination of employment.

## **HOLIDAYS**

The Company observes the following paid holidays for full-time office employees following 90 days of employment:

- New Year's Day
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

When a holiday falls on a Saturday it is usually observed the preceding Friday and if it falls on a Sunday, it is usually observed on the following Monday. However, the Company may close on another day. Holiday observance will be announced in advance.

Office employees who must work on stated holidays will be given the choice of another paid day off in lieu of or to be paid for the holiday in addition to the hours they actually work on the holiday.

To be eligible for holiday pay, a nonexempt employee must be regularly scheduled to work on the day on which the holiday falls and must work his or her scheduled working day immediately preceding and the scheduled working day immediately following the holiday, unless an absence on either day is approved by your supervisor. Holiday hours paid does not count towards total hours worked when calculating total overtime hours. Exempt employees will receive their regularly scheduled pay during holidays.

## **EMPLOYEE REFERRAL BONUS PROGRAM**

The Company aims to recruit quality applicants and in order to do so we encourage employees to refer qualified candidates to the Company. If your referral is employed by the Company, a finder's referral fee will be paid to employees under the following terms and schedule:

1. Referrals will be paid only if the original employment application completed by the applicant contains the employee's name as the referral source.
2. After the applicant has been hired and successfully completes his/her Introductory Period after six (6) months of service, the referring employee will be paid a finder's fee.
3. Only one referral award can be given per candidate. If candidate is referred by more than one employee, the first referral received will be the one rewarded if candidate is hired.

## **STATUTORY BENEFITS**

### State Disability Insurance

The Company is required by California law to deduct a certain amount from your pay each pay period towards State Disability Insurance (SDI). All eligible employees are covered by SDI pursuant to the California Unemployment Insurance Code. Disability insurance is payable when you cannot work because of illness or injury not caused by employment at the Company or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. Specific rules and regulations governing disability payments are available from your supervisor or the designated HR Representative or the Employment Development Department (EDD) of the State of California.

### Temporary Family Disability Insurance (Paid Family Leave)

The Company is required by California law to withhold an additional percentage of your wages to fund the Paid Family Leave Program (PFL). Employees covered by SDI are also covered under PFL. The benefits under this program are payable when you are required to take time off of work due to the illness of a seriously ill child, spouse, parent, registered domestic partner, grandparent, grandchild, sibling, parent-in-law; or for a spouse, domestic partner, parent or child being on active duty in the armed forces; or to bond with a newborn or newly placed child. Specific rules and regulations governing insurance payments are available from your supervisor or the designated HR Representative or your local EDD office.

Insurance benefits under this State program do not extend the length of leave available to an employee under the FMLA and the CRFA.

### Unemployment Compensation Insurance

The Company contributes to the Unemployment Insurance Fund on behalf of its employees. Specific rules and regulations governing unemployment are available from your supervisor or the designated HR Representative or your local EDD office.

## Social Security

The Company is required by federal law to deduct a percentage of your pay and deposit it with the Social Security Administration. Social Security is an important part of every employee's retirement benefit. The Company pays a matching contribution to each employee's Social Security taxes.

## Workers' Compensation Insurance

At no cost to you, you are protected by Workers' Compensation Insurance while an employee of the Company. The policy covers you in case of occupational injury or illness. Employees make no contribution for this coverage. The Company pays the entire cost.

It is important to report any illness, accident or injury immediately to your supervisor. It is a crime in the State of California to report a workers' compensation claim that is false or fraudulent. The violator of this law can be punished by enforcement of a fine of up to \$50,000, imprisonment of up to five years or both.

All time off granted for this type of leave will be counted against your total twelve-week entitlement under FMLA and applicable state laws as described in the Leave of Absence section of these guidelines.

## **ADMINISTRATION OF COMPANY BENEFITS**

All employee benefit programs at the Company are administered by the Company or its designated administrators. The Company reserves the exclusive authority and discretion to determine all issues of eligibility and questions of interpretation and administration of each benefit program.

## **LEAVES OF ABSENCE**

The Company may grant leaves of absence to employees in certain circumstances. It is important to request any leave in writing as far in advance as possible (except in the case of paid sick leave), to keep in regular contact with your supervisor or the designated HR Representative during your leave and to give prompt notice if there is any change in your return date. If your leave expires and you have not contacted your supervisor or the designated HR Representative, we will notify you in writing and request clarification as to whether you intend to continue your employment with the Company. If you do not reply and/or return to work, it will be assumed you have abandoned and terminated your employment.

This Handbook contains only a summary of the leaves that may be available. Some types of leave have detailed requirements regarding eligibility, duration, benefits, etc. Unless otherwise required by law, leaves are unpaid and benefits do not continue to accrue during the duration of your leave of absence. You should contact your supervisor or the designated HR Representative prior to taking any leave for information about leave requirements and ramifications.

It is understood that you will not obtain other employment (other than military duty pay) or apply for unemployment insurance while you are on a leave of absence. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment with the Company.

## **PARENTAL LEAVE UNDER THE NEW PARENT LEAVE ACT**

Eligible employees may be entitled to take leave to bond with a newborn child or to bond with a child that is newly placed in the employee's home for adoption or foster care placement. To be eligible to take this leave must (1) have been employed by the Company for at least 12 months (which need not be consecutive); (2) have worked for at least 1250 hours during the 12 month period immediately preceding the commencement of the leave; and (3) at a worksite where 20 or more employees are located within 75 miles of the worksite.

An eligible employee may take up to twelve (12) weeks of leave, except that when both parents of a child work for the Company, they may take a combined total of twelve (12) weeks of leave between them. Parental leave is available within the first year following the birth of the employee's child or in the first year following the placement of the child in the employee's home for adoption or foster care. Leave can be taken in a continuous block of time or on an intermittent basis. Generally, employees requesting leave under this policy must provide at least thirty (30) days' notice of any request to use leave.

Leave under this policy is unpaid. At their option, Employees on leave may use any accrued and available paid leave hours during any unpaid parental leave. Employees on leave may be eligible for wage replacement benefits from the California Paid Family Leave Program. Employees will not be required to use paid leave hours during any leave period when the employee is receiving wage replacement benefits from the Paid Family Leave Program. Please see the Paid Family Leave policy for more information on wage replacement benefits.

While on leave, eligible employees are entitled to receive group health plan coverage (if applicable) on the same terms and conditions as if they had continued work. If the employee is using paid leave hours during the parental leave, the Company will deduct employees' shares of the health plan premium (if applicable) as a regular payroll deduction.

The Company's obligation to maintain health care coverage (if applicable) ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date.

At the end of any parental leave, employees generally have a right to return to the same or equivalent positions they held before the parental leave. Use of parental leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's leave. If an employee gives the Company unequivocal notice of the employee's intent not to return to work, the employee will be considered to have voluntarily resigned and the Company's obligation

to maintain health benefits, if applicable, (subject to COBRA requirements) and to restore the employee's positions will cease.

### **PREGNANCY DISABILITY LEAVE**

In addition to family and medical leaves, pregnant employees are entitled to take leave if they are disabled by the pregnancy when the first day that the employee's health care provider certifies that the employee is unable to work because of a pregnancy-related disability. You may request a reduced workday or workweek or intermittent leave. The leave ends when the health care provider certifies the employee is able to return to work or after 17 1/3 weeks of total leave have been provided, whichever occurs first.

Family leave to care for a newborn child may be available following pregnancy disability leave.

### **LEAVE AS REASONABLE SUSPICION**

The Company is committed to the fair and equal employment of individuals with disabilities. It is Company policy to provide reasonable accommodation to a qualified individual with a disability unless the accommodation would impose an undue hardship on the operation of the Company's business. In accordance with the Americans with Disabilities Act (ADA), the Fair Employment and Housing Act (FEHA), and other applicable federal, state, and local law, reasonable accommodations will be provided to qualified individuals with disabilities when necessary to enable them to perform the essential functions of their jobs.

"Disability" refers to a physical or mental impairment that limits one or more of the major life activities of an individual or a record of such impairment. An individual with a disability is qualified if he or she can perform the essential functions of the job with or without reasonable accommodation.

The Company will seek to provide reasonable accommodation for a known disability or at the request of an individual with a disability. When an employee requests time off for a reason related to a disability, the Company will engage in the interactive process with the employee to determine whether the requested accommodation is reasonable or would impose an undue hardship. The Company will comply with applicable law, including the ADA and the FEHA.

#### *Essential job functions*

For each position, the job description typically will identify essential job functions. These are tasks that are fundamental to the job. A job function may be considered essential when, for example, the position exists to perform the function, there are a limited number of employees who can perform the function, or the function is highly specialized and the employee was hired for his or her expertise in performing the function.

#### *Requesting a reasonable accommodation*

An employee with a disability is responsible for requesting an accommodation from the human resources department or his or her supervisor. The Company may require medical documentation regarding the disability when requested. Once medical documentation is received, the human resources department typically will work with the employee to identify possible reasonable accommodations and to assess the effectiveness of each in allowing the employee to perform the essential functions of the job, or to enjoy the same benefits and privileges of employment as similarly situated employees without disabilities. Based on this interactive process, a reasonable accommodation will be selected that is effective and appropriate for both the Company and the individual employee. While an individual's preference will be considered, the Company is free to choose between equally effective accommodations with consideration towards expense and impact on the rest of the organization.

### *Confidentiality*

All information obtained concerning the medical condition or history of an applicant or employee for whom a reasonable accommodation is considered will be treated as confidential information, maintained in separate medical files, and disclosed only as permitted by law.

## **FUNERAL OR BEREAVEMENT LEAVE**

In the event of the death of your current spouse, registered domestic partner, child, parent, legal guardian, brother, sister, grandparent, grandchild or mother-, father-, sister-, brother-, son- or daughter-in-law, you may take up to three (3) consecutive scheduled workdays off without pay with the approval of your supervisor or the designated HR Representative. Your supervisor or the designated HR Representative may also approve additional unpaid time off.

## **ORGAN DONOR AND BONE MARROW DONOR LEAVE**

Employees who have been employed by the Company for at least 90 days will be granted a paid leave of absence not exceeding 30 business days in any one-year period if that employee is an organ donor, for the purpose of donating his or her organ to another person. Employees will be granted a paid leave of absence not exceeding five business days in any one-year period to an employee who is a bone marrow donor, for the purpose of donating his or her bone marrow to another person. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months.

At the employee's initial receipt of bone marrow or organ donation leave, the Company may require that an employee take up to five days of earned but unused PTO (for bone marrow donation) and up to two weeks of earned but unused PTO (for organ donation).

The Company may require written verification that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

## **MILITARY LEAVE OF ABSENCE**

The Company provides military leaves of absence to employees who serve in the uniformed services as required by the Uniformed Services Employment and Reemployment Rights Act of 1994 and applicable state laws. Leave is available for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty and for examinations to determine fitness for any such duty. Total military leave time taken may not exceed five years during employment, except in special circumstances.

Advance notice of leave is required. Please inform your supervisor of anticipated military leave time as far in advance as possible. Accrued PTO will be paid during military leave at your request and health plan coverage continuance can be arranged for up to 24 months during military leave if required premium payments are made by you. As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in termination of employment.

## **MILITARY SPOUSE'S LEAVE OF ABSENCE**

Employees can take up to ten unpaid days off when their spouse is on leave from military deployment. To qualify, you must work more than 20 hours per week and your spouse must be a member of the Armed Forces, National Guard or Reserves who was deployed during a period of military conflict. To request a Military Spouse Leave of Absence, you must notify your supervisor within two business days of receiving notice that your spouse will be on leave. You will be required to provide written documentation certifying that your spouse will be on leave from military deployment during the requested time period.

## **CIVIL AIR PATROL LEAVE**

Members of the Civil Air Patrol who have been employed at least 90 days are eligible for an unpaid leave of absence of a maximum of ten days per calendar year for the purpose of responding to an emergency operational mission of the California Wing of the Civil Air Patrol. Under normal circumstances, the leave for a single emergency operation mission shall not exceed three days.

Employees shall give the Company as much notice as possible of the intended dates upon which the Civil Air Patrol leave will begin and end. The Company may require certification to verify the eligibility of the employee for the leave requested or taken.

Employees taking Civil Air Patrol leave are not required to exhaust accrued PTO but may do so at their election.

## **DRUG/ALCOHOL REHABILITATION ACCOMMODATION**

The Company will reasonably accommodate an employee who wishes to enter and participate in an alcohol or drug rehabilitation program, unless it would impose an undue hardship on the Company. Please contact your supervisor or the designated HR Representative directly. The

Company will take reasonable steps to safeguard the privacy of employees who identify themselves as having enrolled in an alcohol or drug rehabilitation program.

While the Company generally encourages employees to take action to treat drug and alcohol problems, the Company will not reimburse employees for the costs incurred in attending a rehabilitation program. Employees may, however, use accrued PTO during a requested leave.

A request for rehabilitation leave will not protect an employee from disciplinary action where the employee has violated the Company's drug and alcohol policies prior to the request. Further, an employee may be disciplined when, because of the employee's current use of alcohol or drugs, the employee is unable to perform the employee's job duties or cannot perform those job duties in a manner which would not endanger the employee's health or safety or the health and safety of others.

#### **TIME OFF FOR ADULT LITERACY PROGRAMS**

The Company will make reasonable accommodations for any employee who reveals a literacy problem and requests that the Company assist the employee in enrolling in an adult literacy education program, unless undue hardship to the Company would result. The Company will also assist employees who wish to seek literacy education training by providing employees with the location of local literacy education programs.

The Company will take reasonable steps to safeguard the privacy of employees who identify themselves as an individual with a literacy problem. An employee who wishes to identify himself or herself as such an individual can contact your supervisor or the designated HR Representative directly. Further, individuals who are performing satisfactorily will not be subject to termination of employment because they have disclosed literacy problems.

While the Company generally encourages employees to improve their literacy skills, the Company will not reimburse employees for the costs incurred in attending a literacy program. Nonexempt employees may use PTO pay to make up for the work which is missed to attend literacy classes.

#### **TIME OFF FOR REQUIRED ATTENDANCE AT SCHOOL OF SUSPENDED PUPIL**

If you are the parent or legal guardian of a child suspended from school and you receive written notice from the principal of the child's school requesting your attendance at the school, you are entitled to take an unpaid leave to attend, provided you give reasonable advance notice to the Company. Check with your supervisor or the designated HR Representative for eligibility and scheduling before taking any leave to attend.

#### **TIME OFF FOR ATTENDING ACTIVITIES AT CHILD'S SCHOOL OR LICENSED DAY CARE FACILITY**

If you are a stepparent, foster parent, or standing in loco parentis or a parent, guardian or grandparent having custody of a child in kindergarten or grades 1-12, inclusive of facility or a child care provider, and wish to take time off to visit the school or facility of your child for a school or facility activity, to address an emergency or to enroll or reenroll your child in school or child care,

you may take off up to eight hours each calendar month (up to a maximum of 40 hours each school year), provided you give reasonable advance notice to the Company of your planned absence. Employees wishing to take such leave may utilize their existing unused PTO. The Company requires documentation from the school or facility noting the date and time of your visit.

If both parents of a child work for the Company, only one parent -- the first to provide notice -- may take the time off, unless the Company approves both parents taking time off simultaneously.

#### **TIME OFF FOR DUTY AS ELECTION OFFICIAL**

If you serve the official governmental duty of acting as an election officer in a local, special or statewide election, you are eligible for an unpaid leave on the day of the election. Please give your supervisor as much notice as possible if you plan to serve as an election official.

#### **TIME OFF FOR JURY AND WITNESS DUTIES**

The Company will provide time off to employees called for jury duty or when subpoenaed as a witness. As a condition of taking time off, employees are required to provide reasonable advance notice if feasible and documentation establishing the right to such time off. If you are released from jury duty or have completed your witness duty prior to the end of what would be your regular workday schedule, it is your responsibility to report back to work within a reasonable amount of time. Upon returning to work, you must present to your supervisor court documentation for every business day you missed.

Time off to serve jury or witness duty is unpaid. Exempt employees will receive their regular salaries unless they do not perform any services during a workweek because of the jury or witness service. In other instances, employees may use accrued PTO that is otherwise available to the employee for this time off.

#### **TIME OFF FOR VICTIM OF DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING – OBTAINING RELIEF FOR VICTIMS AND CHILDREN**

Employees who are victims of domestic violence, sexual assault or stalking will be given time off as necessary to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order or other injunctive relief to help ensure the safety, health and welfare of themselves or their children. As a condition of taking time off, employees may be required to provide reasonable advance notice if feasible and documentation establishing the right to such time off. The Company will make every effort to maintain the confidentiality of any employee requesting such leave.

The Company shall provide reasonable accommodations for a victim of domestic violence, sexual assault or stalking who requests an accommodation for the safety of the victim while at work, unless it would constitute an undue hardship on the Company's business operations. Upon

receiving an employee's request for accommodation, the Company shall engage in a timely, good faith interactive process with the employee to determine effective reasonable accommodations.

An employee may use accrued PTO that is otherwise available to the employee for this time off.

#### **TIME OFF FOR VICTIM OF DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING – ADDITIONAL TIME FOR VICTIM'S PARTICIPATION**

In addition to the time off permitted for victims of domestic violence, sexual assault or stalking to obtain relief to help ensure the safety, health and welfare of themselves or their children, time off will be given to the victim of domestic violence, sexual assault or stalking: 1) to seek medical attention for injuries caused by domestic violence, sexual assault or stalking, 2) to obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking, 3) to obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking or 4) to participate in safety planning and take other actions to increase safety.

As a condition of taking time off, employees may be required to provide reasonable advance notice if feasible, and under certain circumstances, may be required to provide documentation establishing the right to such time off. Acceptable documentation may include a police report, court order, a doctor's or counselor's note or similar document.

Employees may also request changes in the workplace as an accommodation to ensure safety at work. Examples of potentially reasonable accommodations within the workplace may include, but are not limited to, changing or installing locks, changing an employee's shift or work phone number, transfer or reassignment, or assistance in keeping a record of incidents related to this leave. The Company may also request proof or a signed statement from the employee certifying that the request for an accommodation is consistent with the purpose of this policy. The Company will make every effort to make reasonable accommodations and maintain the confidentiality of any employee requesting such leave.

The Company will not retaliate or discriminate against any employee because they are a victim of domestic violence, sexual assault or stalking or for exercising any right detailed under this policy. Complaints of unlawful discrimination or retaliation can be filed with the Labor Commissioner's Office.

An employee may use accrued PTO that is otherwise available to the employee for this time off.

#### **TIME OFF FOR VICTIM OF CERTAIN FELONIES**

An employee who is the victim of certain crimes (violent felonies, felony thefts and serious felonies as defined by law) or is the immediate family member, registered domestic partner or child of the registered domestic partner of such a victim will be given time off as necessary to attend judicial proceedings in relation to the crime. As a condition of taking time off, employees may be required to provide reasonable advanced notice if feasible and documentation

establishing the right to such time off. The Company will make every effort to maintain the confidentiality of any employee requesting crime victim leave.

An employee may use accrued PTO that is otherwise available to the employee for this time off.

#### **TIME OFF TO ATTEND COURT PROCEEDINGS FOR CERTAIN CRIMES**

The Company will allow time off for employees to appear in court to be heard at any proceeding in which a right of the victim is at issue. The victim may be the employee, spouse, parent, child, sibling or guardian. The crimes to which this time off applies is extensive. You should ask your supervisor or the designated HR Representative about your particular circumstances.

As a condition of taking time off, employees may be required to provide reasonable advance notice if feasible and documentation establishing the right to such time off. The Company will make every effort to maintain the confidentiality of any employee requesting such leave. An employee may use accrued PTO that is otherwise available to the employee for this time off.

#### **TIME OFF FOR VOLUNTEER FIREFIGHTER, RESERVE POLICE OFFICER OR EMERGENCY PERSONNEL DUTIES**

If you are a volunteer firefighter, a reserve peace officer or emergency rescue personnel who intends to perform emergency duty during work hours, please alert a representative of the Company so that we are aware of the fact that you may have to take time off to perform emergency duty. In the event you need to take time off for emergency duty, please alert your supervisor before leaving Company premises.

#### **TIME OFF FOR VOTING**

If you do not have sufficient time outside of working hours to vote in a statewide election, then you will be allowed time off to go to the polls during working hours. You will be allowed off enough working time that, when added to the voting time available outside of working hours, will enable you to vote. This time off for voting shall be only at the beginning or end of your normal working shift, whichever allows the most free time for voting and the least time off from your regular working shift. The maximum number of hours that will be paid is two hours. Any additional time necessary will be without pay.

You must give reasonable notice of the need to have time off to vote. If on the third working day before the election you know or suspect that time off will be needed for you to vote, you must give the Company at least two working days' notice that time off under this policy is desired. You may be requested to bring a copy of your voting receipt upon your return.

#### **WORKERS' COMPENSATION LEAVE**

If you are temporarily totally disabled due to a work-related illness or injury, you will be placed on workers' compensation leave. The duration of your leave will depend upon the rate of your

recovery and the business needs of the Company. Workers' compensation leave will run concurrently with any other applicable medical leave of absence.

## **IT'S UP TO YOU!**

Many Company policies and employee benefits have been treated only briefly in this Handbook. If you have any questions or want more information, contact your supervisor or the designated HR Representative. It is your responsibility to learn Company policies.

You're on your way to what we hope will be a mutually satisfying relationship. You may not remember everything you've read in this handbook, or discussed during your orientation, but what is important to remember at all times is our commitment to delivering remarkable experiences. You are the Company's ambassador in creating these WOW inciting encounters for our clients at every opportunity.

We want you to be proud to work with us, through our values-based and purpose-driven philosophies, so that you'll be able to devote your full energies to WOW'ing clients and shaping notable memories of excellent service.

The real key from this point on is your own attitude and passion! You are empowered to exemplify the Mission, Vision and Principles of Casa Companion Homecare Solutions in a way that feels right to you. We embrace your individuality, and you are part of our team because we believe that you have the character to fulfill on the principles of *People, Passion, Pride, Purpose*.

We are truly grateful for the compassionate service that you provide to the people of our community, and we are committed to nurturing the relationship with you as our partner in service.

We look forward to serving with you!

### **ACKNOWLEDGMENT & AGREEMENT**

I have received access to an electronic copy of Casa Companion Homecare Solutions' Employee Handbook. I understand that a hardcopy is available at the office for review. I have read and understand each of the policies in the Handbook and agree to abide by Casa Companion Homecare Solutions' policies.

I also acknowledge receipt of a copy of Casa Companion Homecare Solutions' Workplace Violence Prevention Plan.

I understand and agree that my employment is at-will and may be terminated by me or Casa Companion Homecare Solutions with or without advance notice and with or without "cause." This Acknowledgment and Agreement sets forth the entire agreement between Casa Companion Homecare Solutions and me regarding the nature of my employment and is the final expression of our agreement. This Acknowledgement and Agreement supersedes any and all prior agreements or understandings, written or oral, regarding the nature of my employment.

I understand and agree that my at-will status can be changed only by a written employment agreement signed by the Owner of Casa Companion Homecare Solutions and me that expressly provides for a relationship other than at-will employment.

I understand and agree that, except for the at-will relationship, Casa Companion Homecare Solutions may change any policy or practice and/or my hours, wages, working conditions, job assignments, position title, compensation rates and benefits in its sole discretion.

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*Employee Name*

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*Employee Signature*

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*Date*

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