



**HOMECARE ASSOCIATES OF CT,  
INC.  
DBA  
VISITING ANGELS  
EMPLOYEE HANDBOOK**

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## **Welcome to Visiting Angels!**

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

As an employee of Visiting Angels, you are very important. Your contribution cannot be overstated. Our goal is to provide the finest-quality services to our clients and to do so more efficiently and economically than our competitors. By satisfying our clients' needs, we ensure they will continue to do business with us and will recommend us to others.

You are an important part of this process because your work directly influences our company's reputation.

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

Sincerely,

George Germano  
Director

Harvey Glazer  
Director

Lauri Olivieri  
Director



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**The Way We Work**

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## A Word About This Handbook

This Employee Handbook contains information about the employment policies and practices of the company. We expect each employee to read this Employee Handbook carefully, as it is a valuable reference for understanding your job and the company. The policies outlined in this Employee Handbook should be regarded as management guidelines only, which in a developing business will require changes from time to time. The company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the company. This Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

The company complies with federal and state law and this handbook generally reflects those laws. The company also complies with any applicable local laws, even though there may not be an express written policy contained in the handbook.

Except for the policy of at-will employment, the company reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook must be in writing and must be signed by the Directors of the company. No oral statements or representations can change the provisions of this Employee Handbook.

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

will be put into writing and signed by the Directors of the company.

Nothing in this Employee Handbook is intended to unlawfully restrict an employee's right to engage in any of the rights guaranteed them by Section 7 of the National Labor Relations Act, including but not limited to, the right to engage in concerted protected activity for the purposes of their mutual aid and/or protection. Nothing in this Employee Handbook will be interpreted, applied or enforced to interfere with, restrain or coerce employees in the exercise of Section 7 rights.

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

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

Likewise, if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

## Equal Employment Opportunity

Our company is committed to equal employment opportunity. We will not discriminate against employees or applicants for employment on any legally-recognized basis ["protected class"] including, but not limited to: race; color; religion; genetic information; national origin; sex; pregnancy, childbirth, or related medical conditions; age; disability; citizenship status; uniform servicemember status; or any other protected class under federal, state, or local law.

In Connecticut, the following also are a protected class: race; color; religious creed; age; sex; pregnancy, child-bearing capacity, sterilization, fertility or related medical conditions; marital status; national origin; ancestry; present or past history of mental disabilities; mental retardation; learning disability or physical disability; blindness; sexual orientation; gender identity or expression; off duty tobacco usage; status as a palliative marijuana patient or caregiver; housing status; and genetic information.

You may discuss equal employment opportunity related questions with the HR Manager or any other designated member of management.

## **Pregnancy Accommodation**

The company will provide reasonable accommodations to female employees related to pregnancy, childbirth, or related medical conditions, to the extent the accommodation can be made without imposing an undue hardship on the business.

When an employee requests a reasonable accommodation, the company will explore with the employee the possible means of providing the reasonable accommodation, which may include, but are not limited to:

- allowing more frequent breaks or periodic rest;
- assisting with manual labor;
- modifying job duties;
- modifying work hours/schedules;
- temporary transfer to a less strenuous or less hazardous position; or
- providing a leave of absence.

The company may require the employee to provide a certification in connection with a request for reasonable accommodation that includes the following:

- the date the reasonable accommodation became medically advisable;
- the probable duration of the reasonable accommodation; and
- an explanatory statement as to the medical advisability of the reasonable accommodation.

If leave is provided as a reasonable accommodation, such leave may run concurrently with the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

For more information, or if you require an accommodation, please contact the HR Manager.

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### **Americans with Disabilities Act**

Our company is committed to providing equal employment opportunities to qualified individuals with disabilities. This may include providing reasonable accommodation where appropriate in order for an otherwise qualified individual to perform the essential functions of the job. It is your responsibility to notify the HR Manager of the need for accommodation. Upon doing so, the HR Manager may ask you for your input or the type of accommodation you believe may be necessary or the functional limitations caused by your disability. Also, when appropriate, we may need your permission to obtain additional information from your physician or other medical or rehabilitation professionals. The company will not seek genetic information in connection with requests for accommodation. All medical information received by the company in connection with a request for accommodation will be treated as confidential.

## **A Word About our Employee Relations Philosophy**

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

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

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

## **No Harassment**

We prohibit harassment of one employee by another employee, supervisor or third party for any reason based upon an individual's race; color; religion; genetic information; national origin; sex (including same sex); pregnancy, childbirth, or related medical conditions; age; disability; or any other category protected under federal, state, or local law ("protected class").

In Connecticut, the following also are a protected class: race; color; religious creed; age; sex; pregnancy, child-bearing capacity, sterilization, fertility or related medical conditions; marital status; national origin; ancestry;



present or past history of mental disabilities; mental retardation; learning disability or physical disability; blindness; sexual orientation; gender identity or expression; off duty tobacco usage; status as a palliative marijuana patient or caregiver; housing status; and genetic information.

**Violation of this policy will result in disciplinary action, up to and including immediate discharge.**

If you have any questions about what constitutes harassing behavior or what conduct is prohibited by this policy, please discuss the questions with your immediate supervisor or one of the contacts listed in this policy. At a minimum, the term "harassment" as used in this policy includes any of the following activities pertaining to an individual's protected class:

- Offensive remarks, comments, jokes, slurs, threats, or verbal conduct.
- Offensive pictures, drawings, photographs, figurines, writings, or other graphic images, conduct, or communications, including text messages, instant messages, websites, voicemails, social media postings, e-mails, faxes, and copies.
- Offensive sexual remarks, sexual advances, or requests for sexual favors regardless of the gender of the individuals involved; and
- Offensive physical conduct, including touching and gestures, regardless of the gender of the individuals involved.

We also absolutely prohibit retaliation, which includes: threatening an individual or taking any adverse action against an individual for (1) reporting a possible violation

of this policy, or (2) participating in an investigation conducted under this policy.

Our supervisors and managers are covered by this policy and are prohibited from engaging in any form of harassing, discriminatory, or retaliatory conduct. No supervisor or other member of management has the authority to suggest to any applicant or employee that employment or advancement will be affected by the individual entering into (or refusing to enter into) a personal relationship with the supervisor or manager, or for tolerating (or refusing to tolerate) conduct or communication that might violate this policy. Such conduct is a direct violation of this policy.

Even non-employees are covered by this policy. We prohibit harassment, discrimination, or retaliation of our employees in connection with their work by non-employees. Immediately report any harassing or discriminating behavior by non-employees, including contractor or subcontractor employees. Any employee who experiences or observes harassment, discrimination, or retaliation should report it using the steps listed below.

**If you have any concern that our No Harassment policy may have been violated by anyone, you must immediately report the matter. Due to the very serious nature of harassment, discrimination and retaliation, you must report your concerns to one of the individuals listed below:**

1. Discuss any concern with the HR Manager at (203) 298-9700 and 264 Amity Rd., Suite 208, Woodbridge, CT 06525.

- 2. If you are not satisfied after you speak with the HR Manager, or if you feel that you cannot speak to the HR Manager, discuss your concern with George Germano, Director at (203) 298-9700 and 264 Amity Rd., Suite 208, Woodbridge, CT 06525.

If an employee makes a report to any of these members of management and the manager either does not respond or does not respond in a manner the employee deems satisfactory or consistent with this policy, the employee is required to report the situation to one of the other members of management designated in this policy to receive complaints.

**You should report any actions that you believe may violate our policy no matter how slight the actions may seem.**

We will investigate the report and then take prompt, appropriate remedial action. The company will protect the confidentiality of employees reporting suspected violations to the extent possible consistent with our investigation.

**You will not be penalized or retaliated against for reporting improper conduct, harassment, discrimination, retaliation, or other actions that you believe may violate this policy.**

We are serious about enforcing our policy against harassment. Persons who violate this or any other company policy are subject to discipline, up to and including discharge. We cannot resolve a potential policy violation unless we know about it. You are responsible for reporting possible policy violations to us so that we can take appropriate actions to address your concerns.

## **Categories of Employment**

**INTRODUCTORY PERIOD:** Full-time and part-time employees are on an introductory period during their first 90 days of employment.

During this time, you will be able to determine if your new job is suitable for you and your supervisor will have an opportunity to evaluate your work performance. However, the completion of the introductory period does not guarantee employment for any period of time since you are an at-will employee both during and after your introductory period.

**FULL-TIME EMPLOYEES** regularly work at least a 35-hour workweek.

**PART-TIME EMPLOYEES** work less than 35 hours each week.

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

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

**EXEMPT EMPLOYEES** are not entitled to overtime pay and may also be exempt from minimum wage requirements pursuant to applicable federal and state laws.

Upon hire, the HR Manager will notify you of your employment classification.



**Driver's License/Driving Record**

Employees in positions where the operation of a motor vehicle is an essential duty of the position must present and maintain a valid driver's license and acceptable driving record to our insurer. Changes in your driving record must be reported to the HR Manager immediately. Violations of this policy may result in immediate termination of your employment.

**Immigration Reform and Control Act**

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, and any state law requirements, if applicable, our company is committed to employing only individuals who are authorized to work in the United States.

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

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

## **New Employee Orientation**

Upon joining our company, you were given this copy of our Employee Handbook. After reading this Employee Handbook please sign the receipt page and return it to your supervisor. You will be asked to complete personnel, payroll and benefit forms.

If you lose your Employee Handbook or if it becomes damaged in any way, please notify the HR Manager as soon as possible to obtain a replacement copy.

Your supervisor is responsible for the operations of your department. (S)he is a good source of information about the company and your job.

## **Suggestions and Ideas**

We are always interested in your constructive ideas and suggestions for improving our operations. Your suggestions should be submitted to the Directors.

After we investigate your suggestion, you will be notified whether it is feasible to be put into practice.

## Talk to Us

We encourage you to bring your questions, suggestions and complaints to our attention. We will carefully consider each of these in our continuing effort to improve operations.

If you feel you have a problem, present the situation to your supervisor so that the problem can be settled by examination and discussion of the facts. We hope that your supervisor is able to satisfactorily resolve most matters.

If you still have questions after meeting with your supervisor or if you would like further clarification on the matter, request a meeting with a Director. (S)he will review the issues and meet with you to discuss possible solutions.

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

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





## Your Pay and Progress

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## Recording Your Time

Non-exempt employees must record their hours on our timekeeping system.

Accurately recording all of your time is required in order to be sure that you are paid for all hours worked. You are expected to follow the established procedures in keeping an accurate record of your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

Exempt employees may be required to accurately record their time worked in accordance with federal and state wage and hour law.

All employees subject to this policy are required to accurately record all time worked.

The workweek starts on Monday and ends on Sunday.



## **Payday**

You will be paid weekly on Friday for the period that ends on the previous Sunday.

If a payday falls on a nonworking day, employees will be paid the preceding workday.

Please review your paycheck for errors. If you find a mistake, report it to the HR Manager immediately. The HR Manager will assist you in taking the steps necessary to correct the error.

## **Paycheck Deductions**

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

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

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

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

The company will not make deductions which are prohibited by the Fair Labor Standards Act or state laws from its exempt employees' pay.

If questions or concerns about any pay deductions arise, discuss and resolve them with the HR Manager. If an error is found, you will receive an immediate adjustment which will be paid no later than on the next regular payday.

## **Garnishment/Child Support**

When an employee's wages are garnished by a court order, our company is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. Our company will, however, honor applicable federal and state guidelines that protect a certain amount of an employee's income from being subject to garnishment.

## **Direct Deposit**

You have the option of receiving your pay in a payroll check or having your pay deposited into your bank account through our direct deposit program.

## **Pay Advances**

Pay advances will not be granted to employees.

## Overtime

There may be times when you will need to work overtime so that we may meet the needs of our clients. Although you will be given advance notice when feasible, this is not always possible. If you are a non-exempt employee, you must have all overtime approved in advance by your supervisor.

Non-exempt employees will be paid at a rate of time and one-half their regular hourly rate for hours worked in excess of 40 hours in a workweek, unless state law provides a greater benefit in which case, we will comply with the state law.

Only actual hours worked count toward computing weekly overtime.

If you have any questions concerning overtime pay, check with the HR Manager.

## On Call

It may be necessary for individuals in certain positions to be available by telephone after hours during the week or on the weekend. Employees who are required to be on call will be compensated in accordance with applicable state and federal wage and hour laws.





**Time Away From Work and Other Benefits**



## **Employee Benefits**

Our company has developed a comprehensive set of employee benefit programs to supplement our employees' regular wages. Our benefits represent a hidden value of additional income to our employees.

This Employee Handbook describes the current benefit plans maintained by the company. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

The company reserves the right to modify and/or terminate its benefits at any time. We will keep you informed of any changes.

## **Holidays (Office Staff Only)**

Our company normally observes the following holidays during the year:

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

Exempt employees will receive holiday pay in compliance with state and federal wage and hour laws. If you work one of the above holidays, you will be paid at a rate of time and a half.



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

### **Paid Time Off (Office Staff Only)**

Full-time employees are eligible for Paid Time Off (PTO).

PTO is calculated according to the calendar year.

During your initial year of employment, you earn PTO on a prorated basis to be taken the following year. The HR Manager will inform you of the amount of PTO and the date on which you become eligible. Thereafter, you receive PTO as follows:

Immediately upon hire, you shall be entitled to five days of PTO annually.

After 2 full calendar years, you shall be entitled to six days of PTO annually.

After 3 full calendar years, you shall be entitled to seven days of PTO annually.

After 4 full calendar years, you shall be entitled to eight days of PTO annually.

After 5 full calendar years, you shall be entitled to nine days of PTO annually.

After 6 full calendar years, and each year thereafter, you shall be entitled to ten days of PTO annually.

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

Submit PTO requests in writing at least four weeks in advance to the Directors. When possible, PTO requests are granted, taking into account operating requirements. Length of employment may determine priority in scheduling PTO times.

PTO can be used as vacation time, sick time or to take care of personal matters.

You may use accrued PTO to care for a child who is sick.

PTO cannot be carried over from one year to the next nor is pay granted in lieu of taking the actual time off.

PTO should be taken in blocks of one day at a time.

At the end of employment, eligible employees will not be paid for accrued but unused PTO, unless state law dictates otherwise.



## **Jury Duty**

Employees who have completed at least 90 days of employment and who regularly work 30 hours or more each week who are summoned for jury duty receive their regular wages for the first five days. Thereafter, you will be granted an unpaid leave in order to serve. All other employees summoned for jury duty will be granted an unpaid leave in order to serve.

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

Make arrangements with the HR Manager as soon as you receive your summons.

We reserve the right to request proof of jury service issued by the Court upon return.

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

An employee who has served eight hours of jury duty in any one day will not be required to return to work that same day.

## **Military Leave**

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

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

Accrued paid time off (PTO) (if any) may be used for this leave if the employee chooses, but the company will not require the employee to use paid time off (PTO). Military orders should be presented to the HR Manager and arrangements for leave made as early as possible before departure. Employees are required to give advance notice of their service obligations to the company unless military necessity makes this impossible. You must notify the HR Manager of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the period of leave in accordance with state and federal law.

Additional information regarding military leaves may be obtained from the HR Manager.



## **Volunteer Firefighter Leave**

Employees who serve as a volunteer firefighter or member of a volunteer ambulance service are entitled to an unpaid leave when late or absent from work in order to respond to an emergency call received prior to or during the employee's regular hours of employment.

To be eligible for leave under this policy, an employee must:

- Submit to the company a written statement signed by the chief of the volunteer fire department or the medical director or chief administrator of the ambulance service or company, no later than 30 days after the date on which the employee is certified as a volunteer, notifying the company of the employee's status as a volunteer;
- Make every effort to notify the company that they may report to work late or be absent from work in order to respond to an emergency fire or ambulance call prior to or during their regular hours of employment;
- When necessary, submit to the company a written statement signed by the chief of the volunteer fire department or the medical director or chief administrator of the volunteer ambulance service or company, explaining why the employee was unable to provide prior notification of a late arrival to work or an absence from work in order to respond to an emergency fire or ambulance call;
- Submit a written statement from the chief of the volunteer fire department or the medical director or chief administrator of the volunteer ambulance service verifying that the employee responded to a fire or ambulance call and



specifying the date, time and duration of such response; and

- Promptly notify the company of any change to the employee's status as a volunteer firefighter or member of a volunteer ambulance service, including, the termination of such status.

For more information regarding this leave, please see the HR Manager.

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

### **Witness Leave**

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

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



## **Leave of Absence**

Under special circumstances, full-time and part-time employees who have completed one year of employment may be granted a leave of absence without pay. The granting of this type of leave is normally for compelling reasons and is dependent upon the written approval of the Directors.

Leaves may not exceed 30 days during which time no benefits will accrue.

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

## **Domestic Violence Leave**

An employee who is a victim of domestic violence may receive up to 12 days of unpaid leave during any calendar year in which such leave is reasonably necessary (1) to seek medical care or psychological or other counseling for physical or psychological injury or disability for the victim, (2) to obtain services from a victim services organization on behalf of the victim, (3) to relocate due to such family violence, or (4) to participate in any civil or criminal proceeding related to or resulting from such family violence.

Leave under this policy shall not affect any other leave provided under state or federal law.

Employees may substitute accrued, but unused paid time off in lieu of unpaid leave.

If the employee's need for leave under this policy is foreseeable, they must notify the company at least seven days prior to the date such leave is to begin.

If the employee's need for leave is not foreseeable, they must give the company notice as soon as is practicable.

An employee who takes leave under this policy shall provide the company with a signed written statement certifying that the leave is for a purpose authorized by this policy. The statement may be a police or court record related to the family violence or a signed written statement that the employee is a victim of family violence from an employee or agent of a victim services organization, an attorney, an employee of the Judicial Branch's Office of Victim Services or the Office of the Victim Advocate, or a licensed medical professional or other licensed professional from whom the employee has sought assistance with respect to the family violence.

The company will keep all information provided by an employee concerning leave under this policy confidential, including the employee's request and approval for leave, the fact that the employee or employee's family member was involved in a domestic incident, and verification documentation for leave. The company will only disclose such information if requested or consented to by the employee, ordered by a court or administrative agency, or otherwise required by state or federal law.



## **Victims of Crime Leave**

The company will grant reasonable and necessary leave from work, without pay, to employees who are victims of a crime to attend or participate in legal proceedings pertaining to the crime. Affected employees must give the company reasonable notice that leave under this policy is required.

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

## **COBRA**

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

- your employment terminates, for a reason other than gross misconduct; or
- your employment status changes due to a reduction in hours; or
- your child ceases to be a "dependent child" under the terms of the medical plan; or
- you become divorced or legally separated; or
- you become entitled to Medicare.

In the event of divorce, legal separation, or a child's loss of dependent status, you or a family member must notify

the plan administrator within 60 days of the occurrence of the event.

The plan administrator will notify the individuals eligible for continuation coverage of their right to elect COBRA continuation coverage.

For more information regarding COBRA, you may contact the HR Manager.

## **Disability Leave**

Full-time and part-time employees are eligible for an unpaid disability leave after one year of employment. Disability leave due to non-occupational illness, injury or pregnancy related disability is not to exceed thirty days.

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

Employees requesting leave must provide written notice of the disability, including a doctor's certificate stating the nature of the disability and the expected date of return to work. The company will not seek genetic information in connection with requests for disability leave. All medical information received by the company in connection with a request for leave under this policy will be treated as confidential.

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



your normal duties. We reserve the right to require a physical examination by a physician of our own choosing prior to your resumption of duties, as allowed by state law.

If your leave is covered by the Family and Medical Leave Act, we will return you to the same or an equivalent position, consistent with our policy. Otherwise, we will return you to the same or similar position you held prior to the disability leave, subject to our staffing and business requirements. Your continued absence from work beyond your disability (as determined by your physician) will be deemed a voluntary discharge of your employment.

This leave may run concurrently with the Federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

## **Federal Family and Medical Leave Act**

The Family and Medical Leave Act ("FMLA") provides eligible employees the opportunity to take unpaid job-protected leave for certain specific reasons. The maximum amount of leave an employee may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave.

### **Employee Eligibility**

To be eligible for FMLA leave, you must:

1. have worked at least 12 months for the company in the preceding seven years (limited exception apply to the seven-year requirement);

2. have worked at least 1,250 hours for the company over the preceding 12 months; and
3. currently work at a location where there are at least 50 employees within 75 miles.

All periods of absence from work due to or necessitated by service in the uniformed services are counted in determining FMLA eligibility.

### **Conditions Triggering Leave**

FMLA leave may be taken for the following reasons:

1. birth of a child, or to care for a newly-born child (up to 12 weeks);
2. placement of a child with the employee for adoption or foster care (up to 12 weeks);
3. to care for an immediate family member (employee's spouse, child, or parent) with a serious health condition (up to 12 weeks);
4. because of the employee's serious health condition that makes the employee unable to perform the employee's job (up to 12 weeks);
5. to care for a Covered Servicemember with a serious injury or illness related to certain types of military service (up to 26 weeks) (see Military-Related FMLA Leave for more details); or
6. to handle certain qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty or call to covered active duty status in the Uniformed Services (up to 12 weeks) (see Military-Related FMLA Leave for more details).



The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks.

### **Definitions**

A "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

### **Identifying the 12 Month Period**

The 12-month period in which 12 weeks of leave may be taken is a rolling backward 12-month period from the date an employee uses any FMLA. For leave to care for a covered servicemember, the company calculates the 12-month period beginning on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.



**Using Leave**

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a covered servicemember, his or her injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is not permitted for birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the company's operations.

**Use of Accrued Paid Leave**

Depending on the purpose of your leave request, you may choose (or the company may require you) to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with some or all of your FMLA leave. In order to substitute paid leave for FMLA leave, an eligible employee must comply with the company's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.).

**Maintenance of Health Benefits**

If you and/or your family participate in our group health plan, the company will maintain coverage during your FMLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the company may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA leave will not result in

the loss of any employment benefit that accrued prior to the start of your leave.

### **Notice and Medical Certification**

When seeking FMLA leave, you are required to provide:

1. sufficient information for us to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You must also inform the company if the requested leave is for a reason for which FMLA leave was previously taken or certified.

If the need for leave is foreseeable, this information must be provided 30 days in advance of the anticipated beginning date of the leave. If the need for leave is not foreseeable, this information must be provided as soon as is practicable and in compliance with the company normal call-in procedures, absent unusual circumstances.

2. medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within 15 calendar days of the company request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with

our standard leave of absence and attendance policies, subjecting you to discipline up to and including termination. Second or third medical opinions and periodic re-certifications may also be required;

3. periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and
4. medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition. The company will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.

### **Employer Responsibilities**

To the extent required by law, the company will inform employees whether they are eligible under the FMLA. Should an employee be eligible for FMLA leave, the company will provide him or her with a notice that specifies any additional information required as well as the employee's rights and responsibilities. If employees are not eligible, the company will provide a reason for the ineligibility. The company will also inform employees if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against the employee's leave entitlement. If the company determines that the leave is not FMLA-protected, the company will notify the employee.



### **Job Restoration**

Upon returning from FMLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

### **Failure to Return After FMLA Leave**

Any employee who fails to return to work as scheduled after FMLA leave or exceeds the 12-week FMLA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), will be subject to the company's standard leave of absence and attendance policies. This may result in termination if you have no other company-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, the company's obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

### **Other Employment**

The company generally prohibits employees from holding other employment. This policy remains in force during all leaves of absence including FMLA leave and may result in disciplinary action, up to and including immediate termination of employment.

### **Fraud**

Providing false or misleading information or omitting material information in connection with an FMLA leave will result in disciplinary action, up to and including immediate termination.

### **Employer's Compliance with FMLA and Employee's Enforcement Rights**

The FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA, or discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

While the company encourages employees to bring any concerns or complaints about compliance with FMLA to the attention of the Directors, FMLA regulations require employers to advise employees that they may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer.

Further, FMLA does not affect any Federal or state law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

### **Military-Related Federal FMLA Leave**

FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

#### **Definitions**

A "covered servicemember" is either: (1) a current servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the servicemember is undergoing medical



treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or (2) a “covered veteran” who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A “covered veteran” is an individual who was discharged under conditions other than dishonorable during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between October 28, 2009 and March 8, 2013 is excluded in determining this five-year period.

The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition.” For current servicemembers, the term “serious injury or illness” means an injury or illness that was incurred by the member in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service, that may render them medically unfit to perform the duties of their office, grade, rank or rating.

For covered veterans, this term means a serious injury or illness that was incurred in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service and manifested itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when they were a member of the Armed Forces and rendered them unable to perform the duties of their office, grade, rank or rating; (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical

or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

"Qualifying exigencies" include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

### **Military Caregiver Leave**

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. Military Caregiver Leave is a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period.

To be "eligible" for Military Caregiver Leave, the employee must be a spouse, son, daughter, parent, or next of kin of the covered servicemember. "Next of kin" means the nearest blood relative of the servicemember, other than the servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of



Military Caregiver Leave. The employee must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible employee may take up to 26 workweeks of Military Caregiver Leave to care for a covered servicemember in a "single 12-month period." The "single 12-month period" begins on the first day leave is taken to care for a covered servicemember and ends 12 months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If an employee does not exhaust his or her 26 workweeks of Military Caregiver Leave during this "single 12-month period," the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each servicemember. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered servicemember, and/or for each and every serious injury or illness of the same covered servicemember. A total of no more than 26 workweeks of Military Caregiver Leave, however, may be taken within any "single 12-month period."

Within the "single 12-month period" described above, an eligible employee may take a combined total of 26 weeks of FMLA leave including up to 12 weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the "single 12-month period," an eligible employee may take up to 16 weeks of FMLA leave to care for a covered servicemember when combined with up to 10 weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or covered servicemember and



completed by an authorized health care provider within 15 days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

### **Qualifying Exigency Leave**

Eligible employees may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “military member” (i.e. the employee's spouse, son, daughter, or parent). Up to 12 weeks of Qualifying Exigency Leave is available in any 12-month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of 26 weeks of leave in a “single 12-month period”). Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed 12 weeks in any 12-month period (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air



National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a *federal* call to active duty, and *state* calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

1. **Short-notice deployment.** To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.
2. **Military events and related activities.** To attend any official military ceremony, program, or event related to active duty or call to covered active duty status or to attend certain family support or assistance programs and informational briefings.
3. **Childcare and school activities.** To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
4. **Financial and legal arrangements.** To make or update various financial or legal arrangements; or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.
5. **Counseling.** To attend counseling (by someone other than a health care provider) for

the employee, for the military member, or for a child or dependent when necessary as a result of duty under a call or order to covered active duty.

6. **Temporary rest and recuperation.** To spend time with a military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to 15 days of leave for each instance of rest and recuperation.
7. **Post-deployment activities.** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to 90 days following termination of the military member's active duty status. This also encompasses leave to address issues that arise from the death of a military member while on active duty status.
8. **Parental care.** To care for the military member's parent who is incapable of self-care. The parent must be the military member's biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age.
9. **Mutually agreed leave.** Other events that arise from the military member's duty under a call or order to active duty, provided that the company and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation



in the form of a copy of the military member's active duty orders or rest and recuperation orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within 15 days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

**Limited Nature of This Policy**

This Policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by FMLA. The company reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

## **Maternity Leave**

Employees are granted a reasonable leave of absence due to a pregnancy-related disability. An employee returning from maternity leave is reinstated to her original position with equivalent pay and accumulated seniority, retirement and fringe benefits, unless the company's circumstances have changed making reinstatement impossible or unreasonable.

If you are pregnant and reasonably believe that continuing to work in your present position may cause injury to you or your fetus, you may request a temporary transfer to another position. After giving the company written notice of your pregnancy and request for transfer the company will make a reasonable effort to transfer you to a suitable temporary position if one is available. You may appeal any such transfer to the Connecticut Commission on Human Rights and Opportunities (CHRO).

This leave may run concurrently with the Federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

## **Sick Leave (Service Employees)**

Eligible service employees shall accrue, beginning January 1, 2012, or upon hire date (whichever is later), one hour of paid sick leave for every 40 hours worked, up to a maximum of 40 hours per year. Eligible service employees may carry over up to 40 unused accrued hours of paid sick leave from the current year to the



following year, but may not use more than the maximum number of accrued hours in any year.

Eligible employees shall be entitled to the use of accrued paid sick leave upon the completion of 680 hours of employment after January 1, 2012 or the employee's hire date, whichever is later. Employees are not eligible to use accrued sick time unless they have worked an average of at least ten or more hours per week in the most recent complete quarter.

Accrued paid sick leave may be used for:

1. The eligible employee's own illness, injury or health condition; the medical diagnosis, care or treatment of the employee's own mental illness or physical illness, injury or health condition; or preventative medical care for oneself;
2. The eligible employee's child's or spouse's illness, injury or health condition; the medical diagnosis, care or treatment of the employee's own child's or spouse's mental or physical illness, injury or health condition; or preventative medical care for the employee's child or spouse; and
3. Where the eligible employee is a victim of family violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to such family violence or sexual assault; or to participate in any civil or criminal proceedings related to or resulting from such family violence or sexual assault.

If the need to use paid sick leave is foreseeable, you must provide the company with advance written notice of

the intention to use such leave, not to exceed seven days prior to the date such leave is to begin. If the need to use paid sick leave is not foreseeable, please provide notice of your intention to use paid sick leave as soon as practicable. For paid sick leave of three or more consecutive days, please provide the company with reasonable documentation that such leave is being taken for a permitted reason in accordance with this policy.

Accrued, but unused sick leave will not be paid out at the end of employment. Any break in service of employment will result in the loss of any accrued, but unused sick leave hours.

The company will not discriminate or retaliate against employees who exercise their rights in good faith in accordance with this policy and state law.

This leave may run concurrently with the Federal Family and Medical Leave Act and/or any other leave, including paid time off, where permitted by state and federal law.



## **Family and Medical Leave**

All employees who have been employed with the company for 12 consecutive months and have worked at least 1,000 hours in the 12-month period preceding the first day of leave are entitled to up to 16 weeks of unpaid family and medical leave in any two-year period. This leave may be taken for the birth, adoption or placement of a child for foster care, the serious health condition of you, your child or your spouse, or your parent or in order to serve as an organ or bone marrow donor.

**Military Caregiver Leave:** An eligible employee may take up to 26 weeks of unpaid leave from work in a 12-month period to care for a spouse, child, parent, or next of kin who is a current member of the US armed forces, National Guard or the military reserves and is: (1) undergoing medical treatment, recuperation, or therapy; (2) otherwise in outpatient status; or (3) on the temporary disability retired list for a serious injury or illness incurred in the line of duty. The 12-month period begins to run from the first date leave is taken. An eligible employee shall be entitled to a one-time benefit of twenty-six workweeks of leave within a single two-year period for each armed forces member per serious injury or illness incurred in the line of duty.

Except in case of medical emergency, provide at least 30 days' advance notice of the expected departure date and the estimated duration of the leave.

Also, please provide medical certification from your health care provider documenting your need for leave and stating the expected date of your return to work.

You may substitute accrued but unused sick time, up to a maximum of two weeks, for any part of your family and medical leave.



Consistent with applicable law and/or our business conditions, you will be returned to the same or equivalent position held prior to the family and medical leave.

If both spouses work for the company, the total number of workweeks both are entitled to is 26 weeks in a 12-month period.

This leave may run concurrently with the Federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law. Leave does not run concurrently with certain workers' compensation provisions.

Please see the HR Manager for detailed information about your eligibility and entitlement to family and medical leave. Leave does not run concurrently with certain workers' compensation provisions.



### **Social Security**

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

## **Unemployment Insurance**

Upon separation from employment, you may be entitled to state and federal unemployment insurance benefits. Information about unemployment insurance can be obtained from the HR Manager.

## **Workers' Compensation**

On-the-job injuries are covered by our Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to the office, or within 24 hours of sustaining the injury. If more than 24 hours have passed since the injury occurred, you must visit the office to provide a written statement in person. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead to or contribute to an employee accident.

## **401(k) Qualified Retirement Plan**

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

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

## **Employee Assistance Program**

Eligible full-time and part-time employees may participate in our employee assistance program immediately upon hire.

Our BalanceWorks®, Employee Assistance Program (EAP), and Work/Life Benefit help eligible employees and their immediate families with a wide range of problems. Situations addressed by the EAP include marriage and family problems, emotional problems, alcoholism and alcohol abuse, drug abuse and dependency, financial problems, compulsive gambling and eating disorders. Your conversations and all records are strictly confidential.

The administrative cost of this program is fully paid by the company.

Additional information regarding this program is available at [www.eniweb.com](http://www.eniweb.com) or by calling 1-800-EAPCALL. Complete details of this program may be obtained from the HR Manager.

## **Uniforms**

The company expects caregivers to be in scrubs unless prohibited by an assigned facility. Proper care of these uniforms is required.

All uniforms, accessories or name tags issued by our company must be returned in good condition upon leaving our company.

**On the Job**

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## Conduct at Client's Office

The nature of our company may require that employees perform work connected with a client's assignment at the client's office. The importance of professional conduct when working in a client's office cannot be emphasized enough. Professional conduct is a broad term that is open to many interpretations. The following guidelines describe appropriate conduct when working at a client's office:

- Limit discussions with client employees to matters that concern their department and level of responsibility. Long, personal discussions with client personnel are discouraged during working hours on the client's worksite. Such disruptions of work will only offend client executives and client employees.
- Do not discuss internal affairs with client personnel during working hours on the client's worksite.
- Avoid comments or criticisms involving other companies and their particular work or fees.
- Refrain from discussing shortcomings or idiosyncrasies of client employees.
- Avoid conversations involving client matters in all places that would violate client confidentiality.
- Avoid discussing procedural problems with management while client employees are present.
- Purchase items from a client at regular sale prices.

- Do not borrow money from a client unless the client's business involves lending money.

- Do not solicit clients for charitable donations.

### **Confidentiality of Client Matters**

Our professional ethics require that each employee maintain the highest degree of confidentiality when handling client matters.

To maintain this professional confidence, no employee shall disclose client information to other clients, friends, or members of one's own family.

Questions concerning client confidentiality may be addressed with the Directors.



## **Care of Client Records**

The impression that clients have of our company is based, in part, on the way we care for their records. If we are careless with their files and records, clients may conclude that we have the same attitude toward our technical work. As professionals, we must respect the confidence in which we are entrusted and ensure that client files are handled with care.

When possible, obtain all material from client files and then return the material back to the files. Material should be returned in the same condition or better than when it was received.

Under no circumstances will outside requests for client material be fulfilled unless prior written permission is received from the Directors.

## **Social Security Number Privacy and Protection of Personal Information**

To ensure to the extent practicable the confidentiality of our employees' and applicants' Social Security Numbers (SSNs) and confidential personal information, no employee may acquire, disclose, transfer, or unlawfully use the SSN or personal information of any employee except in accordance with company policy. The release of employee SSNs, driver's license numbers, or financial account numbers to external parties is prohibited except where required by law. Internal access to employee SSNs, driver's license numbers, or financial account numbers is restricted to employees with a legitimate business need for the information.



Employee SSNs and personal information may be collected in the ordinary course of business for the purpose of identity verification or to administer benefits and in accordance with state and federal laws. Records that include Social Security numbers and personal information will be maintained in accordance with federal and state laws.

Any documents that include employee SSNs or personal information which are to be discarded must be destroyed by shredding paper documents and running a data scrubbing program before disposing of electronic storage media.

Any violation of this policy will result in disciplinary action up to and including discharge.

Where this company policy and operating procedures may conflict with state law, the state law shall supersede this policy.

For more information about this policy and the company's operating procedures, please contact the HR Manager.

## **Use of Client Telephones**

When working at a client's office, keep telephone usage to a minimum. Do not disclose the location and telephone number of your client assignment to outsiders. Direct all telephone calls to our company to ensure the identities of our clients are protected. Messages will then be relayed to staff members working at the client's place of business.

Personal calls must be made from outside the client's office. Incoming personal calls or calls from other clients are not permitted.

## **Attendance and Punctuality**

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

If you are going to be late for work or absent, notify the office as far in advance as is feasible under the circumstances, but before the start of your shift.

Personal issues requiring time away from your work, such as doctor's appointments or other matters, should be scheduled during your nonworking hours if possible.

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



## **Meal Time**

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

## **Lactation Breaks**

The company will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid, in accordance with state law. The company will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, for the employee to express milk in private.

Notify the HR Manager to request time to express breast milk under this policy. The company reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations and in accordance with applicable law.

No provision of this policy applies or is enforced if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state, or local law or regulation. If you have knowledge of such a conflict or a potential conflict you should contact the HR Manager.

## **Work Assignments**

Work assignments will be distributed by your supervisor. When possible, you will be advised of future assignments in advance, so you will have ample time to prepare for the assignment.

Once you have begun an assignment you will report directly to your supervisor for all matters relating to its completion.

## **Contact with the Company**

The company should know your location at all times during business hours. Your supervisor will keep a record of your assignments, and (s)he should be notified of your whereabouts outside the company during working hours.

## **Standards of Conduct**

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

Disciplinary action may include a verbal warning, written warning, suspension with or without pay, and/or discharge. The appropriate disciplinary action imposed will be determined by the company. The company does



not guarantee that one form of action will necessarily precede another.

Among other things, the following may result in disciplinary action, up to and including discharge: violation of the company's policies or safety rules; insubordination; unauthorized or illegal possession, use or sale of alcohol or controlled substances on work premises or during working hours, while engaged in company activities or in company vehicles; unauthorized possession, use or sale of weapons, firearms or explosives on work premises; theft or dishonesty; inappropriate physical contact; harassment; discrimination or retaliation; performing outside work or use of company property, equipment or facilities in connection with outside work while on company time; poor attendance or poor performance. These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

Nothing in this policy is designed to limit an employee's rights under Section 7 of the National Labor Relations Act.

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

## **Access to Personnel Files**

Upon written request, current employees may inspect and obtain a copy of their own personnel files during regular business hours up to two times each year on company premises and in the presence of a company official. The company will permit inspection no more than seven business days after receipt of the request.

Upon written request, former employees may inspect and obtain a copy of their own personnel files during regular business hours at a mutually agreeable location for up to one year after termination. The company will permit inspection no more than ten business days after receipt of the request. If the former employee and the company cannot agree upon a location, the company will mail a copy of the file no later than ten business days after receipt of the request.

Inspection includes relevant employment information, with the exceptions of medical records, references from third parties and certain other documents as allowed by state law. If you disagree with information in your personnel file you may get it removed or changed if the company agrees, or you may file a statement explaining your position.

The company will provide an employee with a copy of any disciplinary documentation imposed upon them not more than one business day after the date of the action. The company will provide an employee, immediately upon termination of employment, a copy of any documented notice related to the termination.

Any documented disciplinary action, performance evaluation or termination notice will include a notice reminding the employee that they can submit a written statement explaining his or her position. The statement will be maintained in the employee's personnel file and will accompany any disclosure of the records made to a third party.

Upon written request, the company will permit the inspection of an employee's medical records during regular business hours on or reasonably near the company's premises by a physician chosen by the employee or by a physician chosen by the company with the employee's consent.

For more information, contact the HR Manager.

## **Client and Public Relations**

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

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

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



## **Non-Solicitation**

The company believes employees should have a work environment free from interruptions of a non-work related nature, as work time is for work. When you are to be working you should focus on your duties and not engage in activities that would interfere with your own work or the work of others. For the purpose of this policy, solicitation includes, but is not limited to, for collection of any debt or obligation, for raffles of any kind or chance taking, or for the sale of merchandise or business services, the attempt to sell any product or service (e.g. selling or collecting for Tupperware®, Avon® products, churches, schools, Girl Scout cookies, etc.). Such interruptions can be both detrimental to the quality of work and efficiency, and may not be respectful of others job responsibilities and right not to be interrupted.

Employees may not engage in solicitation for any purpose during his/her work time, which includes the working time of the employee who seeks to solicit and the employee who is being solicited. Although solicitation is not encouraged, it is permitted as long as it is limited to the employee's break and lunch time and kept out of active working areas. Nothing in this policy is intended to restrict an employee's statutory rights.



## **Distribution**

Distribution of any type (materials, goods, etc.) is prohibited in work areas at any time, whether or not the employees are on working time. Non-employees are prohibited from distributing materials to employees on company premises at any time. Inappropriate literature is prohibited, e.g. literature that violates the company's non-harassment and discrimination policies; items of a defamatory nature, items that include threats of violence, unprotected literature of a political nature that is highly inflammatory and likely to disrupt facility discipline and order or safety. Nothing in this policy is intended to restrict an employee's statutory rights.

## **Changes in Personal Data**

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

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

## **Care of Equipment**

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

## **Company Vehicles**

Operators of company vehicles are responsible for the safe operation and cleanliness of the vehicle.

Accidents involving a company vehicle must be reported to the HR Manager immediately.

Employees are responsible for any moving and parking violations and fines that may result when operating a company vehicle.

Company vehicles should be operated by the employee only. Company vehicles may only be used for job-related travel.

Smoking, including use of e-cigarettes, is prohibited in company vehicles.

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

Employees are encouraged to take appropriate safety precautions when using their cellular telephones or PDAs. The use of cellular telephones or PDAs, including texting, while driving is prohibited. Employees are expected to comply with applicable state laws regarding the use of cellular telephones or PDAs.

## **Personal Property**

The company is not responsible for loss or damage to personal property. Valuable personal items, such as purses and all other valuables should not be left in areas where theft might occur.

## **Identification Badges**

You will be issued an identification badge upon orientation. It must be worn where it can be seen at all times when you are working.

## **Severe Weather**

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

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



## **Natural Disasters**

Natural disasters, including earthquakes, hurricanes, mudslides, floods and fires are to be expected from time to time. Although driving may be difficult in some areas due to damaged freeways and streets, when caution is exercised the roads are normally passable or alternate routes are available. Except in severe cases, we are all expected to work our regular hours. Time taken off due to natural disasters while the business remains open is unpaid.

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

## **Personal Telephone Calls**

It is important to keep our telephone lines free for client calls. Although the occasional use of the company's telephones for a personal emergency may be necessary, routine personal calls are not permitted.

Personal cellular telephones must be turned off or set to a silent alert during working hours while on company premises.

Employees are prohibited from using cellular telephones to text message during working hours while on company premises.

## **Electronic Mail and Voice Mail Monitoring**

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

The e-mail and voice mail systems are intended for business use only during working time. The use of the company's e-mail and/or voice mail systems to solicit fellow employees or distribute non job-related information to fellow employees is prohibited during working time.

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

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

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

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



For business purposes, management reserves the right to enter, search and/or monitor the company's private e-mail and voice mail systems and the files/transmissions of any employee without advance notice and consistent with applicable state and federal laws. Employees should expect that communications that they send and receive by the company's private e-mail and voice mail systems will be disclosed to management. Employees should not assume that communications that they send and receive by the company's private e-mail and voice mail systems are private or confidential.

This policy does not limit an employee's rights under Section 7 of the National Labor Relations Act. Nothing in this policy is meant to restrict an employee's right to engage in Section 7-protected communications on nonworking time.

## **Internet Usage and Monitoring**

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

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

Our company's policies against sexual and other types of harassment apply fully to Internet usage. Violations of those policies are not permitted and may result in disciplinary action, up to and including discharge.



Therefore, employees are also prohibited from displaying, transmitting and/or downloading sexually explicit images, messages, ethnic slurs, racial epithets or anything that could be construed as harassment or disparaging to others.

Consistent with applicable federal and state law, the time you spend on the Internet may be tracked through activity logs for business purposes. All abnormal or inappropriate usage will be investigated thoroughly. For business purposes, management reserves the right to search and/or monitor the company's Internet usage and the files/transmissions of any employee without advance notice and consistent with applicable state and federal laws. Employees should expect that communications that they send and receive by the Internet will be disclosed to management. Employees should not assume that communications that they send and receive by the Internet are private or confidential.

Employees learning of any misuse of the Internet shall notify a member of management.

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



## **Acceptable Use of Electronic Communications**

This policy contains guidelines for Electronic Communications created, sent, received, used, transmitted, or stored using company communication systems or equipment and employee provided systems or equipment used either in the workplace, during working time or to accomplish work tasks during working time. "Electronic Communications" include, among other things, messages, images, data or any other information used in e-mail, instant messages, voice mail, fax machines, computers, personal digital assistants (including Blackberry, iPhone, iPad, tablet, smart phone or similar devices), text messages, pagers, telephones, cellular and mobile phones including those with cameras, Intranet, Internet, back-up storage, information on a memory or flash key or card, jump or zip drive or any other type of internal or external removable storage drives. In the remainder of this policy, all of these communication devices are collectively referred to as "Systems."

Employees may use our Systems to communicate internally with co-workers or externally with clients, suppliers, vendors, advisors, and other business acquaintances for business purposes during working time.

All Electronic Communications contained in company Systems are company records and/or property. Although an employee may have an individual password to access our Systems, the Systems and Electronic Communications belong to the company. The Systems and Electronic Communications are accessible to the company at all times including periodic unannounced inspections. Our Systems and Electronic Communications are subject to use, access, monitoring,

review, recording and disclosure without further notice. Our Systems and Electronic Communications are not confidential or private. The company's right to use, access, monitor, record and disclose Electronic Communications without further notice applies equally to employee-provided systems or equipment used in the workplace, during working time, or to accomplish work tasks.

Although incidental and occasional personal use of our Systems that does not interfere or conflict with productivity or the company's business or violate policy is permitted, personal communications in our Systems are treated the same as all other Electronic Communications and will be used, accessed, recorded, monitored, and disclosed by the company at any time without further notice. Since all Electronic Communications and Systems can be accessed without advance notice, employees should not use our Systems for communication or information that employees would not want revealed to third parties.

Employees may not use our Systems in a manner that violates our policies including but not limited to Equal Employment Opportunity, No Harassment, Confidentiality of Client Matters, Care of Client Records, Protecting Company Information, Non-Solicitation, Distribution, Electronic and Voice Mail Monitoring, and Internet Usage. Employees may not use our Systems in any way that may be seen as insulting, disruptive, obscene, offensive, or harmful to morale. Examples of prohibited uses include, but are not limited to, sexually-explicit drawings, messages, images, cartoons, or jokes; propositions or love letters; ethnic or racial slurs, threats of violence or bullying, or derogatory comments; or any other message or image that may be in violation of company policies or federal, state or local law.



In addition, employees may **not** use our Systems:

- To download, save, send or access any discriminatory or obscene material;
- To download, save, send or access any music, audio or video file for non-business purposes during working time;
- To download anything from the internet (including shareware or free software) without the advance written permission of the Directors;
- To download, save, send or access any site or content that the company might deem “adult entertainment;”
- To access any “blog” or otherwise post a personal opinion on the Internet during working time (see Social Media policy);
- To solicit employees or others during working time;
- To attempt or to gain unauthorized or unlawful access to computers, equipment, networks, or systems of the company or any other person or entity;
- In connection with any infringement of intellectual property rights, including but not limited to copyrights; and
- In connection with the violation or attempted violation of any law.

An employee may not misrepresent, disguise, or conceal his or her identity or another’s identity in any way while using Electronic Communications; make changes to Electronic Communications without clearly indicating such changes; or use another person’s account, mail box, password, etc. without prior written approval of the account owner and without identifying the actual author.

Employees must always respect intellectual property rights such as copyrights and trademarks. Employees must not copy, use, or transfer trade secrets or

proprietary materials of the company or others without appropriate authorization.

All Systems passwords and encryption keys must be available and known to the company. You may not install password or encryption programs without the written permission of the Directors. Employees may not use the passwords and encryption keys belonging to others.

Numerous state and federal laws apply to Electronic Communications. The company will comply with applicable laws. Employees also must comply with applicable laws and should recognize that an employee could be personally liable and/or subject to fine and imprisonment for violation of applicable laws.

This policy does not limit an employee's rights under Section 7 of the National Labor Relations Act. Nothing in this policy is meant to restrict an employee's right to discuss the terms and conditions of his/her employment during non-working hours using non-company systems. Nothing in this policy is meant to restrict an employee's right to engage in Section 7-protected communications on nonworking time.

Violations of this policy may result in disciplinary action up to and including discharge as well as possible civil liabilities or criminal prosecution. Where appropriate, the company may advise legal officials or appropriate third parties of policy violations and cooperate with official investigations. We will not, of course, retaliate against anyone who reports possible policy violations or assists with investigations.

If you have questions about the acceptable use of our Systems or the content of Electronic Communications, ask the HR Manager for advance clarification.



## **Social Media**

The company has in place policies that govern use of its own electronic communication systems, equipment, and resources which employees must follow. We encourage you to use good judgment when communicating via social media.

“Social media” includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the company, as well as any other form of electronic communication.

The same principles and guidelines found in the company’s Employee Handbook policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects clients, vendors, suppliers, people who work on behalf of the company or its legitimate business interests may result in disciplinary action up to and including immediate discharge.

The following is a general and non-exhaustive list of guidelines you should keep in mind:

1. Always be fair and courteous to fellow employees, clients, vendors, suppliers or people who work on behalf of the company. Also, keep in mind that you are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing our Talk To Us policy

than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparages clients, employees, vendors, or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, age, gender, national origin, color, disability, religion or any other status protected by federal, state or local law or company policy. Inappropriate postings that may include discriminatory remarks, harassment, retaliation, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including immediate discharge.

2. Make sure you are always truthful and accurate when posting information or news. If you make a mistake, correct it quickly. Be open about any previous posts you have altered. Use privacy settings when appropriate. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. The Internet is immediate. Nothing that is posted ever truly "expires." Never post any information or rumors that you know to be false about the company, fellow employees, clients, vendors, suppliers, people working on behalf of the company or competitors.
3. Maintain the confidentiality of company trade secrets and proprietary or confidential information. Trade secrets may include



information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.

4. Do not create a link from your blog, website or other social networking site to the company's website without identifying yourself as a company employee.
5. Express only *your* personal opinions. Never represent yourself as a spokesperson for the company. If the company is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the company, fellow employees, clients, vendors, suppliers or people working on behalf of the company. If you do publish a blog or post online related to the work you do or subjects associated with the company, make it clear that you are not speaking on behalf of the company. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of Homecare Associates of CT, Inc.".
6. You must refrain from using social media while on working time or while using equipment we provide, unless it is work-related as authorized by your supervisor, or other member of management; or consistent with the Acceptable Use of Electronic Communications Policy.
7. Do not use any company email addresses to register on social networks, blogs or other online tools utilized for personal use.



Employees are encouraged to report violations of this policy. The company prohibits retaliation against any employee for reporting a possible deviation from this policy or for cooperating in an investigation.

Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including immediate discharge.

You should not speak to the media on the company's behalf without contacting the Directors. All media inquiries should be directed to them.

Where applicable, the company complies with state laws concerning access to an employee's personal social networking account, including restrictions concerning employer requests for an employee's username and/or password.

Nothing in this policy is designed to limit an employee's rights under Section 7 of the National Labor Relations Act.

If you have questions or need further guidance, please contact the HR Manager.



## **Security of Electronic Devices**

Each employee provided with a laptop computer, iPad, iPhone, smart phone, tablet or similar device is responsible for the physical security of that device. All devices acquired for or on behalf of the company are company property. The device must be locked up and stored in a secure location when it is not in the immediate possession of the authorized user. In addition, the user must return the device immediately upon request of the company. You must notify your supervisor immediately if the device is lost, stolen, misplaced, or damaged. All work created or performed on the device is company property. The device is subject to inspection by the company at any time without further advance notice. The device must be used in a manner that complies with all company policies including the Acceptable Use of Electronic Communications, Equal Employment Opportunity, No Harassment, Confidentiality of Client Matters, Care of Client Records, Protecting Company Information, Electronic and Voice Mail Monitoring, and Internet Usage.

Violations of this policy may be grounds for disciplinary action up to and including discharge.

## **Dress Policy**

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

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

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

## **Personal Hygiene**

Maintaining a professional, business-like appearance is very important to the success of our company. Part of the impression you make on others depends on your choice of dress, personal hygiene and courteous behavior. A daily regimen of good grooming and hygiene is expected of everyone. Please ensure that you maintain good personal hygiene habits. While at work, you are required to be clean, dressed appropriately and well groomed.



## **Reference Checks**

Our company will not honor any oral requests for references. All requests must be in writing and on company letterhead. Generally, we will only confirm our employees' dates of employment and job title.

Under no circumstances should an employee provide another individual with information regarding current or former employees of our company. If you receive a request for reference information, please forward it to the HR Manager.

## **Protecting Company Information**

Protecting our company's information is the responsibility of every employee. Do not discuss the company's confidential business or proprietary business matters, or share confidential, personal employee information with anyone who does not work for us such as friends, family members, members of the media, or other business entities. You may be required to sign a nondisclosure agreement as a condition of your employment, in accordance with state and federal law.

Confidential information does not include information pertaining to the terms and conditions of an employee's employment. Nothing in this policy is designed to limit an employee's rights under Section 7 of the National Labor Relations Act.

All telephone calls regarding a current or former employee's position/compensation with our company must be forwarded to the HR Manager.

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



## **Document Retention**

The company maintains a formal document retention policy and procedure. The HR Manager will explain how that policy applies to you and the work that you perform. You must retain all work products in the manner required and for the time period required by our policy. Never destroy or delete any work product until the retention periods specified by the company's policy have been satisfied. Failure to comply with the company document retention policy and procedure may result in discipline up to and including discharge.

## **Conflict of Interest/Code of Ethics**

A company's reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and other employees. Therefore, employees must never use their positions with the company, or any of its clients, for private gain, to advance personal interests or to obtain favors or benefits for themselves, members of their families or any other individuals, corporations or business entities.

The company adheres to the highest legal and ethical standards applicable in our business. The company's business is conducted in strict observance of both the letter and spirit of all applicable laws and the integrity of each employee is of utmost importance.

Employees of the company shall conduct their personal affairs such that their duties and responsibilities to the company are not jeopardized and/or legal questions do not arise with respect to their association or work with the company.

## **Outside Employment**

We hope that you will not find it necessary to seek additional outside employment. However, if you are planning to accept an outside position, you must notify the HR Manager in writing.

Outside employment must not conflict in any way with your responsibilities within our company. You may not work for competitors nor may you take an ownership position with a competitor.

Employees may not conduct outside work or use company property, equipment or facilities in connection with outside work while on company time.

## **Parking**

Free parking facilities are available to employees. You are required to park in the spaces behind our building.

The company is not responsible for loss, damage or theft of your vehicle. Therefore, we suggest that you lock your vehicle doors.

## **Cellular Telephones**

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

The company is committed to ending the epidemic of distracted driving. While driving on company time, employees may not use a hand-held cell phone or PDA – whether the vehicle is in motion or stopped at a traffic light. This includes, but is not limited to, answering or making phone calls, engaging in phone conversations, and reading or responding to emails, instant messages, and text messages.

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

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

A violation of this policy may result in disciplinary action.



## **Contact with the Media**

All media inquiries regarding the company and its operations must be referred to the HR Manager. Only the HR Manager is authorized to make or approve public statements on behalf of the company. No employees, unless specifically designated by the HR Manager, are authorized to make statements on behalf of or as a representative of the company.

## **Office Supplies**

Our company maintains a stock of basic office supplies such as pens, paper clips, staples, note pads, etc. used on a day-to-day basis by employees. All office supplies can be located in the supply closet.

If you need additional items not regularly stocked, please speak to the HR Manager to place a special order.

All office supplies are for business use only and should not be removed from the office for non-business use. Violations of this policy may result in disciplinary action up to and including discharge.

## **If You Must Leave Us**

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

Employees, who are rehired following a break in service in excess of 30 days, other than an approved leave of absence, must serve a new initial introductory period whether or not such a period was previously completed. Such employees are considered new employees from the effective date of their reemployment for all purposes, including the purposes of measuring benefits.

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

Additionally, all resigning employees should complete a brief exit interview prior to leaving. All company property, including this Employee Handbook, must be returned at the end of employment. Otherwise, the company may take action to recoup any replacement costs and/or seek the return of company property through appropriate legal recourse.

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

## Safety in the Workplace



## Each Employee's Responsibility

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

Please observe the following precautions:

1. Notify the Directors of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform the Directors immediately.
2. The use of alcoholic beverages or illegal substances during working hours will not be tolerated. The possession of alcoholic beverages or illegal substances on the company's property is forbidden.
3. Use, adjust and repair machines and equipment only if you are trained and qualified.
4. Know the proper lifting procedures. Get help when lifting or pushing heavy objects.
5. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess; just ask the Directors.
6. Know the locations, contents and use of first aid and fire-fighting equipment.

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

## **Workplace Violence**

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

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

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences for such reports or cooperation.

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

## **Workplace Searches**

To protect the property and to ensure the safety of all employees, clients and the company, the company reserves the right to conduct personal searches consistent with state law, and to inspect any packages, parcels, purses, handbags, brief cases, lunch boxes or any other possessions or articles carried to and from the company's property. In addition, the company reserves the right to search any employee's office, desk, files, locker, equipment or any other area or article on our premises. In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc. are the property of the company, and are issued for the use of employees only during their employment. Inspection may be conducted at any time at the discretion of the company.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property or illegal substances, will be subject to disciplinary action, up to and including discharge, if upon investigation they are found to be in violation of the company's security procedures or any other company rules and regulations.

## **No Weapons in the Workplace**

Possession, use or sale of weapons, firearms or explosives on work premises, while operating company machinery, equipment or vehicles for work-related purposes or while engaged in company business off premises is forbidden except where expressly authorized by the company and permitted by state and local laws. This policy applies to all employees, including but not limited to, those who have a valid permit to carry a firearm.

If you are aware of violations or threats of violations of this policy, you are required to report such violations or threats of violations to the Directors immediately.

Violations of this policy will result in disciplinary action, up to and including discharge.



## **In An Emergency**

The Directors should be notified immediately when an emergency occurs. Emergencies include all accidents, medical situations, bomb threats, other threats of violence, and the smell of smoke. If the Directors are unavailable, contact the nearest company official.

Should an emergency result in the need to communicate information to employees outside of business hours, the Directors will contact you. Therefore, it is important that employees keep their personal emergency contact information up to date. Notify the Directors when this information changes.

When events warrant an evacuation of the building, you should follow the instructions of the Directors or any other member of management. You should leave the building in a quick and orderly manner. You should assemble at the pre-determined location as communicated to you by the Directors to await further instructions or information.

Please direct any questions you may have about the company's emergency procedures to the HR Manager.

## **Substance Abuse**

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

employment with the company the following substance abuse policy.

Employees are prohibited from reporting to work or working while using illegal or unauthorized substances. Employees are prohibited from reporting to work or working when the employee uses any controlled substance, except when the use is pursuant to a doctor's orders and the doctor advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties.

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

Your employment or continued employment with the company is conditioned upon your full compliance with the foregoing substance abuse policy. Any violation of this policy may result in disciplinary action, up to and including discharge.

Consistent with its fair employment policy, the company maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before their substance or alcohol use renders them unable to perform their essential job functions or jeopardizes the

health and safety of themselves or others. The company will attempt to assist its employees through referrals to rehabilitation, appropriate leaves of absence and other measures consistent with the company's policies and applicable federal, state or local laws.

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

Although the state has legalized marijuana for medicinal purposes, the company is not required to allow the medicinal use of marijuana in the workplace. Use is strictly prohibited on company property and may result in discipline, up to and including immediate discharge.

This policy represents management guidelines. For more information, please speak to the Directors.



## **Receipt of Employee Handbook and Employment-At-Will Statement**

This is to acknowledge that I have received a copy of the Homecare Associates of CT, Inc. dba Visiting Angels Employee Handbook and I understand that it contains information about the employment policies and practices of the company. I agree to read and comply with this Employee Handbook. I understand that the policies outlined in this Employee Handbook are management guidelines only, which in a developing business will require changes from time to time. I understand that the company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the company. I understand that this Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

I understand that except for the policy of at-will employment, the company reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook will be in writing and will be signed by the Directors of the company. I understand that no oral statements or representations can change the provisions of this Employee Handbook.

I understand that this Employee Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Employee Handbook does not create a contract guaranteeing that I will be employed for any specific time period.

**THIS COMPANY IS AN AT-WILL EMPLOYER. THIS  
MEANS THAT REGARDLESS OF ANY PROVISION IN**

09/15

**THIS EMPLOYEE HANDBOOK, THE COMPANY OR I MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO ENTER INTO AN AGREEMENT— EXPRESS OR IMPLIED—WITH ME OR ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME. ANY AGREEMENT TO EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME WILL BE PUT INTO WRITING AND SIGNED BY THE DIRECTORS OF THE COMPANY.**

I understand that this Employee Handbook refers to current benefit plans maintained by the company and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I have read and understand the Paid Time Off (PTO) Policy in this Employee Handbook.

Initials \_\_\_\_\_ Date \_\_\_\_\_

I also understand that if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

If I have questions regarding the content or interpretation of this Employee Handbook, I will ask the HR Manager or a member of management.

NAME \_\_\_\_\_

DATE \_\_\_\_\_

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





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