

R.G.U.S., Inc.
Employee Handbook
For
Homecare Aides

Effective January 1, 2020

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The Way We Work

The policies contained in this Handbook apply to R.G.U.S. Inc., Homecare Agency, herein referred as “the Agency”. These are guidelines from management which may require changes from time to time. The Agency retains the right to make decisions involving employment in order to conduct its work in a manner that is beneficial to its employees, the Agency and its clients. This Handbook for Homecare Aides supersedes and replaces all prior handbooks, policies, procedures and practices of the Agency.

The Agency abides by the principle of employment-at-will, which permits the Agency or the employee to terminate the employment relationship with or without notice, with or without cause at any time. Neither the policies contained in this Handbook, nor any other written or verbal communication, are intended to create a contract of employment or a guarantee of benefits. Employees will be advised of any changes in writing. Nothing may alter employment-at-will except a written agreement signed by an officer of the Agency and the employee.

Nondiscrimination

Pursuant to Federal and state laws, Agency maintains a work environment free from all forms of discrimination whether based on race, color, religion, sex, national origin, veteran status, pregnancy, age, genetic information, disability, ancestry, marital status, sexual orientation, unfavorable military discharge, military status, arrest record, or citizenship status.

Americans with Disabilities Act

The Agency provides equal employment opportunities to otherwise qualified individuals with disabilities, which may include providing reasonable accommodations where appropriate. It is your responsibility to notify your Supervisor of the need for accommodation. Your Supervisor may ask you for your input on the type of accommodation you believe may be necessary for the functional limitations caused by your disability. In addition, we may need your permission to obtain additional information from your physician or other medical rehabilitation professionals.

Non-Harassment

It is Agency’s policy to maintain a work environment free from all forms of harassment. Any comments or conduct based on or relating to a person’s race, religion, sex, age, ethnic background or disability which fail to respect the dignity and feelings of the individual are unacceptable. Any conduct which does not comply with both the letter and spirit of this policy will be tolerated. This policy applies to all personnel of the Agency.

Three types of conduct constitute “Harassment in the Workplace”:

Verbal Harassment:

Derogatory or vulgar comments regarding an individual’s sex (a form of sexual harassment), religion, age, ethnicity, physical appearance, or threats of physical harm or distribution of written or graphic material having such effect.

Physical Harassment:

Hitting, pushing or other physical contact, or threats (implicit or explicit) to take action

Sexual Harassment:

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- b. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting the individual; or
- c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile or offensive working environment.

Any individual alleging harassment or any party witnessing or otherwise aware of harassment is required to report the incident. All such reports will be thoroughly reviewed and, to the extent possible, confidentially investigated. All employees will be free from coercion, intimidation, interference or discrimination for filing a complaint or for having assisted in an investigation of violations of this policy. All reasonable efforts will be made to protect the privacy of the individual who files the complaint or participates in the investigation to encourage the reporting of such incidents and to protect the reputation of any employee wrongfully charged with harassment.

When a complaint is determined to be valid, prompt attention and disciplinary action designed to both stop the harassment immediately and to prevent its recurrence will be taken. Depending upon the severity of the offense, disciplinary action may include a verbal or written reprimand, suspension or termination.

The Executive Director or Office Manager will oversee the administration of this policy and must be advised of all complaints received pursuant to this policy and must be consulted, as appropriate, regarding the investigation of such complaints and any disciplinary actions to be taken.

Drug/Alcohol Free Workplace

Unlawful or improper presence or use of illegal drugs or alcohol in the workplace conflicts with these vital interests. We have a Drug-Free Workplace Policy. We expect you to report to work able to perform your job in a satisfactory manner. The legal use of prescribed drugs is permitted on the job only if such use does not impair your ability to perform the essential functions of your job effectively and safely.

The manufacture, use, possession, sale, distribution or dispensing of illegal drugs or alcohol are prohibited on Agency premises, while on duty, or while conducting business for the Agency.

Under the Drug-Free Workplace Act, the Agency must be notified within five days of any criminal conviction for drug-related activity occurring in the workplace.

If any Supervisor has reason to suspect that you may:

1. Be under the influence of or impaired by drugs or alcohol,
2. Have or are using illegal drugs or alcohol, or
3. Be keeping illegal drugs or alcohol on your person, in your desk, in other personal belongings or in the Agency office.

We may ask you to:

1. Open the suspected area for inspection;
2. Consent to be tested; and/or
3. Leave the premises.

Violence in the Workplace

We make every effort to protect our employees from harm. If an individual's behavior is found to be violent and causes a threat to our employees during their workday, appropriate disciplinary action will be taken up to and including termination. If you receive or observe any threatening communications from an employee or other individual, report it to your Supervisor immediately. Do not engage in either physical or verbal confrontation with a potentially violent individual. Abusive or offensive comments, threats or stalking will not be tolerated and will result in disciplinary action up to and including termination.

All reports of violence will be kept confidential to the extent possible, investigated promptly and documented. Employees are encouraged to report any violent threats or behavior and to cooperate in any investigation of such violence. Failure to report or cooperate in the Agency's investigation may result in disciplinary action.

Zero Tolerance for Weapons

All employees are prohibited from using, displaying or carrying firearms, knives or any other weapons on Agency premises or in clients' homes, except as permitted by state or local law. Employees or visitors carrying or possessing any weapons will be denied access to Agency premises.

Confidentiality and Privacy

All Agency information, including any information pertaining to clients and employees, is confidential. Confidential information may be in several formats including paper, video, audio or other electronic formats. The release of confidential information to unauthorized persons will result in disciplinary action and possible termination. An employee should access only the minimum amount of client information necessary to perform his/her job. Employees are not permitted to give their home telephone numbers or cell phone numbers to clients or client's family members without the express permission of their Supervisor. If someone asks you for information and you are unsure whether to give it or not, ask your Supervisor first.

HIPAA

The Agency complies with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and provides instruction on the HIPAA requirements at

Orientation. Employees are required to sign Confidentiality Agreements. Confidentiality Agreements are retained in employees' personnel files.

The Protected Health Information ("PHI") Agency receives includes, but is not limited to client's:

- Name, address, phone number
- Social Security Number
- Medical information, including names of drugs
- Care plans
- Information that can be used to identify a client
- Information learned working at a client's place of residence

PHI will be protected in whatever form it is received or maintained (i.e.) electronically, paper, etc. and used solely for the purpose of providing homecare to its clients, as directed by health providers. The PHI will not be shared either within the Agency or outside the Agency unless it is with an entity that requires the PHI in order to deliver services, bill for services, or for communicating with a client. Agency will not share any PHI with client's family or friends, unless authorized by client. PHI will be retained for a minimum of six (6) years beyond the last date of service to client. Clients have the right to see their PHI received or maintained by the Agency. The Agency will take immediate and proper disciplinary measures with any employee if Agency is aware of a breach of confidentiality.

Standards of Conduct

Each employee has an obligation to observe and follow the Agency's policies and to maintain proper standards of conduct. If an individual's behavior interferes with the orderly and efficient operation of a case, appropriate disciplinary measures will be taken. The Agency in its sole discretion will determine the appropriate disciplinary actions imposed and does not guarantee that one form of action will necessarily preclude another.

The following conduct may result in disciplinary action up to and including termination: misconduct, violation of the Agency's policies or safety rules, insubordination, fighting, gambling, poor attendance; unauthorized possession, use or sale of, alcohol or controlled substances on work premises or during work hours; unauthorized possession, use or sale of, weapons, firearms, or explosives on work premises; poor performance, theft or dishonesty, physical harassment, sexual harassment or disrespect toward fellow employees, visitors or members of the public. These examples are not all inclusive. Discharge decisions will be based on an assessment of all relevant factors and will be in the Agency's sole discretion.

Client Rights

The Agency has an obligation to respect the rights of our clients. The following statement is a partial listing of our Client Rights which reflect the guidelines we must follow in our day-to-day interactions with clients. Every client has the right to every consideration of his/her privacy and individuality as it relates to his/her social, religious and psychological well-being. This means every client has right to:

- Private and unrestricted communications with physicians, attorneys and other persons of their choice.
- Present grievances to the Supervisor/Executive Director without fear of reprisal.
- Receive appropriate medical care and full information on his/her medical conditions and proposed treatment, including the right to refuse medical treatment and know the consequences of such action.
- Courteous, fair, and equal treatment and services.
- Freedom from mental and physical abuse and chemical and physical restraints except those authorized in writing by a physician for a specific period.

New Employee

As a new employee you will be asked to complete several forms required by law and to initiate payroll, and if applicable, insurance benefits. You will also be asked to read and sign an acknowledgement that you have read the Employee Handbook. This acknowledgement will become a part of your personnel file. The hiring process includes a review of policies, procedures and work rules. Your Supervisor is your source of information about the Agency and your position.

Verification of Status

To comply with the U.S. Citizenship and Immigration Services (“USCIS”) Rules and Regulations, we have a continuing duty to ensure that you have valid documentation of the right to work in the United States. The USCIS requires completion of an **I-9 Form** for all new employees. If you are not a United States citizen, you may be asked to verify your immigration status from time to time.

Criminal and Other Background Checks

To ensure that we hire and maintain a work force of high integrity we conduct criminal background checks and other background checks on new hires and others as required or as appropriate for the position.

Job offers for new employees or eligible former employees applying for rehire are contingent upon successful completion of reference checks, criminal background checks and other background checks as required or appropriate.

If a person has a criminal history, he/she may be prohibited from being employed and may be discharged if already employed. This will depend on the facts and circumstances of the individual situation. If the person misstated his/her status on the employment application, that omission/falsification is cause for termination.

Social Security Number

The Agency will verify your Social Security Number when you are hired. Your Social Security Number will be kept confidential and maintained and disclosed only in accordance with applicable law.

Payroll and Bank Information

You will be paid on a regular schedule. All Agency employees will receive their first pay fifteen (15) days after the last day of the work period. There are two (2) work periods: **the 1st through 14th of the month** and from the **15th of the month to the end of the month**.

Electronic pay is the Agency's method of payment. Electronic pay has many advantages:

1. Minimizes the effort and problems experienced when you cash your check.
2. Gives you access to your funds 24 hours a day through automatic teller machines (ATMs).
3. Minimizes problems outside of our control with delivery of paychecks (e. g., weather, work stoppage or routing issues).
4. Eliminates lost, stolen or damaged checks.

To begin the electronic pay process, the Agency will have you sign a Direct Deposit Form and provide a voided check. If there are any changes in your bank information or errors in your pay please notify the Payroll department. If you have been overpaid, the overpayment is a legal debt and must be repaid in full.

Agency deducts federal taxes, social security, and state taxes from each paycheck as required by law. The Agency is required to honor legal wage deduction orders and writs of garnishment upon employees' wages.

Pre-service and In-service Training

All new employees for homecare aide work will receive twenty-four (24) hours of pre-service training, prior to being assigned to provide services to a client. Initial homecare aide training shall be subject to a competency evaluation conducted by the Agency and will include all in-home services.

A new employee may be exempt from pre-service training if the employee has had previously supervised and documented training within the past 2 years equivalent to 24 hours of homecare aide pre-service training; or has been employed as a homecare aide for a minimum of one year.

Thereafter, a minimum of twelve (12) hours per calendar year of interactive, (face-to-face, audiovisual presentations, computer-based instruction, etc.) in-service training approved by the Agency shall be mandatory for all homecare aides. You will be also be subject to Quarterly Face-to-Face Conferences, Annual Performance Evaluations and Self Evaluation Forms.

Employment Development

Once a year, you will be asked to complete a Performance Evaluation and/or Self-Evaluation Form in order to evaluate your past performance and to guide you in maintaining and/or improving your job performance. We reserve the right to give formal and informal reviews at any other time during your employment. Performance evaluations are prepared by your Supervisor and will provide you with the opportunity to formally discuss your job and your performance. You may be asked to sign the Performance Evaluation Form to acknowledge that it has been reviewed with you, and, if desired, you may make any comments on the form. All Performance Evaluation and Self-Evaluation Forms become part of your personnel file.

Work Availability

1. The Agency has on-going work available for all homecare aides who are able, available, and actively seeking work.
2. If the homecare aide is not currently working on an assignment, he/she must call his/her Supervisor each week with his/her availability for future assignments, and let the Supervisor know that he/she is able, available for work, and willing to take the next assignment.
3. **The employee understands that if he/she does not call with availability each week, the employee will be considered voluntarily unavailable for assignment effective the day following his/her last assignment.**
4. All homecare aides must return the phone calls from the Agency about prospective assignments as soon as possible.
5. If the Agency does not receive a call back from the homecare aide by the end of the same day or by a specific time mentioned in the phone message, he/she will be considered to have refused that job assignment.
6. All homecare aides are notified that if they wish to work for more clients and /or hours, he/she must:
 - a. Submit such request to the Supervisor in writing, stating the date of the change in his/her employment status;
 - b. Fill out the new Availability Form; and
 - c. Submit both documents to the Supervisor.

Attendance/Punctuality

The Agency expects that every homecare aide will be at his/her assigned client's residence, ready to work, at the starting time each day. The habitual inability to get to work on time may result in discipline up to and including termination.

If employee is unable to report to work on time for any reason, employee must notify Supervisor at least thirty (30) minutes before the scheduled starting time. Employee is responsible for speaking directly with his/her Supervisor, except in extreme emergencies.

If an employee has unexpected personal business to handle, the employee must notify the Supervisor to discuss time away from work. Agency may not be able to accommodate all such requests.

Scheduling

Scheduling is the responsibility of the Supervisors. The homecare aide should advise the Supervisor of his/her availability for work.

Once an assignment is assigned and accepted, the scheduled hours may not be altered, increased or decreased without permission from the Supervisor. Scheduled availability should be provided to the office on a weekly basis. Schedules are maintained at the local office.

Cancellation - To ensure proper coverage for all our clients, we ask that you adhere to the following rules:

1. The homecare aide must call the office at least eight (8) hours in advance of any cancellation except in the case of emergency.

2. More than one cancellation within a 3-month period may result in the forfeiture of your preferred hours or your regularly scheduled case(s). If you cancel for three (3) consecutive days; i.e., due to illness, accident, etc., this will be considered one cancellation. Frequent cancellations will also result in a corrective interview.
3. No notice of cancellation, i.e., **NO SHOW**, will result in **immediate termination**.
4. Unless prior approval is given, the homecare aide on duty is expected to remain on duty with the client until the end of his/her shift and/or until relief arrives. If the relief does not arrive within fifteen (15) minutes after the scheduled start of the next shift, the homecare aide on duty is expected to call the Supervisor. Arrangements will be made to relieve the homecare aide on duty. **Leaving the client unattended, if a replacement is expected, will result in immediate termination.**
5. Homecare aides who are scheduled to work on a holiday may ask the Supervisor to reschedule. Cancellations on a holiday and up to 2 days prior to a holiday are grounds for a warning. If a homecare aide cancels for more than three (3) consecutive days; i.e., due to illness, accident, etc., the homecare aide must provide the Agency with a medical excuse.

Recording Your Time

Homecare Aides

Attendance, Timesheets, and Calls – Call in using Electronic Visit Verification/Home Trak Call System or other system designated by the Agency. Timesheets must be filled out completely and signed by both the employee and the client. Supervisors will verify and sign the timesheet. In the event timesheets are signed in the Agency office, a telephone call will be made to the client or client representative to verify the employee's time worked. If the employee works for more than one client in the same week, a separate time sheet must be submitted for each client.

How to Fill Out Time Sheets

1. Paper Timesheets are required to be filled out along with calls into the Home Track Call System.
2. **Time In** and **Time Out** filled out in the timesheets **must match** the Home Track Call System.
3. **Tasks** that are specified in client's **Plan of Care** must be marked on the timesheet upon completion on a daily basis. Each day of service must be verified and signed by the client or the client's authorized representative.
4. Timesheets must be filled out only in **PRINT** letters, accurate and legible. Employee's and client's names on the timesheet **HAVE TO BE CLEARLY PRINTED.**
5. **Original timesheet** with the client's signature must be mailed to the Agency office or dropped into the "R.G.U.S. TIMESHEETS" box that is located by the R.G.U.S. office building entrance in Northbrook, Il as soon as the work period ends. **Copies or faxed copies** will be accepted on a temporary basis, but originals are required.
6. Timesheets must be filled out in **black** or **blue** ink pen.
7. There are two (2) timesheets per month. The first one will cover the period from the 1st to 14th of the month, and the second one will cover the period from 15th to the end of the month

8. **No white-out** is allowed on the timesheets. If corrections need to be made, please cross out the mistake with one line followed by your initials. **All corrections must be explained to the Supervisor.**
9. If the timesheet is incorrect, the Supervisor will contact the employee to solve the issue.

Falsifying or forging information in timesheets is subject to immediate termination of employment.

Family Homecare Aides

Family homecare aides (FHCAs) work for family members. In the event the family member is hospitalized, or temporarily moved to a rehabilitation or assisted care facility, the FHCA will be offered an assignment, with a similar schedule and hours, as a homecare aide for another client during the family member's absence. In the event the FHCA refuses to take another assignment, the FHCA will be suspended without pay until he/she is able to return to the family member's home. In no event will the FHCA be considered as terminated or eligible for unemployment during the period that his/her family member is absent.

If the family member does not return home or the FHCA's services are terminated by the client, and the FHCA does not take another assignment, the FHCA will be considered as having voluntarily resigned from the Agency.

Client Signature

When the client's signature is required on a Time Sheet or other document, and the client is unable to sign, the authorized or legal representative of the client may sign on behalf of the client.

Driver's License and Vehicle Insurance

If your employment requires you to drive as part of your job description, you are required to have a valid Driver's License and Vehicle Insurance and provide copies to Agency. It is your responsibility to maintain your Driver's License and Vehicle Insurance and provide the Agency with copies of your renewals. A reminder will be mailed and one phone call will be made to you if proof of such renewals is not received within ten (10) days of the applicable expiration dates. Failure to provide renewal verifications may result in termination of employment.

It is suggested that:

- R.G.U.S., Inc. Homecare Agency be named as Additional Insured on your auto insurance policy.
- You inform your insurance agent that your auto may be used for business purposes, and if allowed in client's Plan of Care clients are being transported, your auto policy is rated correctly.
- You carry minimum liability limits of 250k/500k/250k or 500k combined single limit of liability. Uninsured and underinsured coverage is required.

Reimbursement for Personal Car Use

If you use a personal car for client's transportation to doctor's office, shopping, or to a place of worship, as well as performing errands and shopping for a client's needs, Agency will reimburse you for transportation, [excluding city of Chicago (no car transportation - only public transportation)]. Transportation must be stated as a service in the client's Plan of Care.

To claim reimbursement, you will have to fill out the Mileage Reimbursement Form in addition to the Timesheet, and both should be signed by the client. This Form must indicate the date, destination, and reason for the travel, and include the client's signature. Transportation from your home or the Agency office to a client's home is not reimbursable.

Agency Two-Way Receipt

Two-Way receipt is used when the Plan of Care calls for shopping. The Two-Way Receipt must be filled out and signed by the client, Supervisor, and employee. If you do not understand or have any questions about the Two-Way Receipt, please ask your Supervisor.

Employee Health Review

If required and defined by any Federal, State or local law, employee shall provide such proof of adequate health.

License Verification/Proof of Education

If your position requires that you be licensed or certified, you must furnish evidence of that License or Certification upon hire. It is your responsibility to maintain the License/Certification in good standing with the issuing authority and provide the Agency with a copy of your renewal, if applicable.

Visitors

Family and friends of our clients are welcome to visit with our clients. Employees are not allowed to receive personal visitors at the work location or clients' homes, including bringing employee's children to work, without prior permission. If someone is picking you up at the end of your workday, please ask them to wait outside.

Parking

Parking is generally provided at the office location. Please contact the Supervisor to make sure there is parking at a particular client's location. Agency is not responsible for loss of or damage to any vehicle, its accessories or contents resulting from an employee's negligence, acts of third parties (including, but not limited to, theft, vandalism or collision), acts of nature, fire, accident or any cause other than the sole negligence of the Agency.

Meals

You are responsible for providing your own meals.

Smoking

Smoking is not allowed while performing your duties as an employee of Agency.

Phone Calls

The offices are open Monday through Friday, 9am to 5pm. The office number is **847-291-8404**. If there is no answer, please leave a message on the appropriate voice mail. Your call will be returned as soon as possible.

The Agency telephone lines must be kept available for business use. In the event of an emergency, personal calls can be put through, or a message can be taken. You should not use office telephones for personal calls without permission. Personal calls should be made only during breaks and meal periods from your personal cell phones

Use of Agency Property

Agency property is for business use only and not for personal use. Office computers, equipment, supplies, and other Agency property may not be wasted and/or taken from the office unless you are authorized to do so.

Safety in the Workplace

We are committed to providing a safe and healthy work environment for you. We believe in full compliance with the safety and health standards contained in Occupational Safety and Health Administration (OSHA) laws and state and local health and safety regulations.

In order to prevent serious injury to yourself and others, you are expected to:

- Read, understand and obey all safety regulations.
- Correct safety hazards when they are first discovered.
- Cooperate fully with all safety and claims investigations.
- Clean up all spills immediately.
- Push. Do not pull rolling items. Avoid placing your hands where they may strike door frames or other objects.
- Do not stand on any object other than a step stool, ladder or other equipment designed for that purpose.
- Keep safety guards on power equipment in the proper position.
- Leave bed cranks, cabinet drawers and doors, etc. in a non-hazardous position.
- Do not string electrical cords across hallways, stairs, open doorways, walkways, etc. Electrical cords must be kept in good condition. If a cord is frayed, a plug is loose or grounding on a plug is broken, do not use the cord or equipment.
- Stay calm during a fire or natural disaster. Stay clear of windows and do not use elevators.
- Properly use any personal protective equipment required.
- Report any aggressive co-worker, client, family member, or visitor behavior to your Supervisor immediately.
- When driving, obey all traffic rules, comply with all state and local motor vehicle laws and practice safe driving habits.

- Do not transport a client in a motor vehicle without prior approval of a Supervisor.

Violation of these safety rules and established safety regulations may result in disciplinary action up to and including termination of employment.

Worker's Compensation

On the job injuries are covered by our Workers' Compensation Insurance Policy. If an accident results in an injury the most important step is to obtain immediate and proper medical treatment for the injured person. Thereafter notify and provide a detailed report of the injury to your Supervisor, no matter how minor the injury appears to be. The Supervisor will instruct you and provide the proper forms for completion.

Arrest, Indictment or Conviction

If you are arrested, indicted or convicted, please have your designated person notify your Supervisor as soon as possible, we will consider all available facts before acting. You may be:

1. Allowed to continue employment until a ruling has been made.
2. Suspended without pay because your presence at work could cause disruption to the workplace.
3. Terminated from employment. The termination decision will be made on an individual basis and may be based on the following:
 - You are unable to return to work due to incarceration
 - The crime for which you are accused is of such a nature that it adversely affects our legitimate business interests.

Employee Benefits

Full -Time Benefits

These benefits are effective after one (1) year of service.

Full-Time Employee

A full-time employee is one who is regularly scheduled to work forty (40) hours per week.

Part-Time Employee

A part-time employee is an employee who is scheduled to work less than forty (40) hours per week. Any changes due to pay status from full-time to part-time may cause employees' benefits to change. Part-time employees are not eligible for benefits.

Health Insurance

After an employee has worked at least 29 hours per week for three months, employee will receive health insurance provided by the Agency.

.G.U.S., Inc. 401(k) Retirement Savings Plan

We have set up a 401(k) plan so that you will be able to set aside money for your retirement. In order to be eligible to invest in the plan, you must have worked at least 1000 hours in the past year, be over 21 years of age, and have worked with our company for at least one year. You will be able to decide what percentage of your income to put into the plan (between 3% and 5%) before taxes. The Agency will also contribute to the plan.

Time Off

The amount of vacation time with pay you receive will depend on hours worked and how long you have worked with us. Vacation time not used by your anniversary date will not carryover to the next year. Vacation reimbursement is based on your normal weekly work hours.

Vacation

After working 40 hours per week for 1 year – 32 hours of vacation time
Vacation time must be requested two (2) months in advance.

Bereavement

1 day per year.

2 extra days in the calendar year in the case of the death of an immediate family member, including spouse, child, mother, father, sibling, and grandparent. Request for bereavement leave should be made as soon as employee becomes aware of the need for leave. Leave may be verified by Agency.

Jury Duty

Employees are encouraged to serve on jury duty as part of their civic responsibility. If jury duty assignment dates conflict with a major employment obligation, employees are encouraged to seek a deferment of jury duty. No adverse action will be taken against an employee who is unable to/or does not obtain a deferment of jury duty.

Military Reserves

All employees who are required to serve or volunteer for any branch or reserve unit of the Armed Forces of the United States will be given the necessary time off.

Leave of Absence (LOA)

We recognize there may be occasions when you may have the need to take extended time off from work. A leave of absence may be granted to an employee who has completed the probation period and meets the eligibility requirements.

Agency offers the following types of leaves to eligible employees:

- Family and Medical Leave Act (FMLA)
- Personal Leaves

When the need for a leave arises, you must:

1. Notify your Supervisor as soon as possible before the start of your requested time off. Thirty days advance notice is required for a foreseeable leave.
2. Obtain the current Leave of Absence policy and Leave of Absence forms from your Supervisor or the Executive Director.
3. Complete and return a "Request for Leave of Absence" form and any required attachments (e.g. service orders, health care provider form) for any absence of more than three consecutive workdays of incapacity/inability to work. If not returned within fifteen (15) days of your request, your leave may be canceled.

You may continue your group insurance benefits during unpaid FMLA and/or Personal Leave by continuing to pay your portion of the cost, if any, within fifteen (15) days of each normally scheduled pay date to the Payroll Department. If you fail to pay your portion coverage will be terminated when your payment is thirty (30) days late. During any other approved leave, continuation of your benefits requires you to pay the full cost.

You may cancel your benefits during unpaid FMLA and personal leave by reporting and requesting a Change in Status within 30 days after the start of your leave. Upon return you may follow the same procedure to reinstate your group insurance benefits.

Family and Medical Leave Act (FMLA)

To be eligible for family/medical leave, you must meet the following criteria:

- 1. Have at least 12 months of service at the Agency.**
- 2. Have worked at least 1,250 hours in the past 12 months**

Under the FMLA, eligible employees may take off up to twelve (12) work weeks of leave. FMLA expansion requires employers to provide 12 weeks to the spouse, children or parents of members of the US military called to active duty. Employers also must provide twenty-six (26) weeks of unpaid leave to employees caring for family members suffering from a serious injury or illness as a result of serving in the US military. The 26-week leave is only available during a single 12-month period, and an employee is entitled to a combined total of 26 weeks of leave (even if the employee is entitled to leave for another FMLA qualifying event). Spouses employed by the same employer are entitled to leave for a combined total of 26 weeks in a 12-month period. Leave may be taken immediately or on a reduced leave schedule.

If you are eligible, you may use family/medical leave for any of the following reasons:

1. The birth of a child, and/or to care for such child.
2. The placement of a child with you for adoption or foster care and in order to care for the newly placed child.
3. To care for your spouse, child, or parent with a serious health condition; or
4. Because of your own serious health condition which makes you unable to perform an essential function of your position.

Any leave due to the birth and care of a child or the placement of a child for adoption or foster care, and care of the newly placed child must be completed within one (1) year of the date of birth or placement.

During the approved family/medical leave, Agency will maintain your health insurance benefits (if applicable). We will offer to restore you to the same position you had before your approved leave began, or to an equivalent position with equivalent pay and benefits. You will be required to reimburse Agency for the cost of premiums paid by the Agency for maintaining health and/or dental coverage during your leave.

Leave to care for a seriously ill family member or because of your own serious health condition may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the number of hours you work per workweek or workday) if medically necessary.

Under these circumstances, where leave is unpaid, your salary will be reduced based on the amount of time that you did not work during the pay period. In addition, while you are on intermittent or reduced schedule leave, Agency may temporarily transfer you to an available alternative position which better accommodates your recurring leave and which has equivalent pay and benefits.

To request family/medical leave, you must complete the Request for Leave of Absence form. This form must be submitted at least thirty (30) days prior to your desired leave of absence unless circumstances or an unforeseen event occurs which prohibits you from doing so. Failure to provide such notice may be grounds for delay or denial of leave. If you are requesting a leave because of your own serious health condition or to care for a parent, child or spouse with a serious health condition, you are required to provide medical certification from the relevant health care provider within fifteen (15) days after you request leave. If you provide at least 30 days prior notice of your need for medical leave, you should provide medical certification before the leave begins. Failure to provide medical certification in a timely manner is grounds for delay or denial of leave.

The Agency, at its expense, may require an examination by a second healthcare provider designated by the Agency if it reasonably doubts the medical certification you initially provided. If the second health care provider's opinion conflicts with the original medical certification, the Agency at its expense may require subsequent medical re-certification.

While you are taking a family/medical leave, you must contact your Supervisor on a regular basis regarding the status of the condition and your intention to return to work.

If you take a leave because of your own serious health condition, (except if you are taking intermittent leave) you are required to provide a medical certification when you return to work. Employees failing to provide the medical certification will not be permitted to resume work until it is provided.

Where state or local family and medical leaves or maternity leaves laws offer more protection or benefits to employees, the protection or benefits provided by such laws will apply.

Health Insurance While the Employee on Disability: The employee must make payments towards their health insurance while on disability. After three months on disability, the disability will be classified as a Permanent disability. Employee's health insurance coverage by the Agency will be terminated, and Employee will be placed on COBRA.

Personal Leave

An employee may be granted a personal leave of absence for up to thirty (30) days without pay. This may be extended in 30-day increments, up to ninety (90) days. **The granting of this type of leave is normally for compelling reasons and is dependent upon the written approval of the Supervisor and Executive Director.** We will make reasonable efforts to return you to the same or similar job as held before the leave of absence, subject to our staffing requirements.

Tips and Gratuities

You may not accept gifts/tips of any kind from clients or their families. Decline all gift offers with a simple “thank you.”

Dress Policy

Your professional appearance inspires the confidence of our clients, visitors and family members. Cleanliness, grooming and good hygiene are important, and homecare aides should wear appropriate professional attire (or attire appropriate for the situation or event being attended) during working hours and at any other times while representing the Agency. For safety reasons, employees directly involved with clients should limit jewelry to watches, stud earrings, plain rings and other jewelry which is non-offensive to clients and presents no risk of injury. Nails should be clean and trimmed.

Probation Period

The first twenty-nine (29) days of employment is your first probation period. Agency may terminate your employment at any time without notice and/or severance pay during the first probation period. After 29 days, if you have met the standards, your probation will continue. The total term of probation is ninety (90) days. At the end of 90 days, if your performance meets or exceeds standards, your probation period will be complete. If at the end of your probation period you have not met the standards satisfactorily, your employment may be terminated. Employees are subject to the performance improvement process during their probation period. The probation period is not a contract for guaranteed employment, and satisfactory completion of the probation period is not a guarantee of employment in the future. If your probation period is something other than 90 days, you will be notified by your Supervisor.

Personnel Records

You may review your personnel file by making a written request. Your Supervisor will assist you in arranging a convenient time for such a review. You may make notes of the contents of your file and point out information you believe to be incorrect. If such information is not dealt with to your satisfaction, you may add a written memo to your file to indicate the item in question and your version of the questionable item. You cannot alter or remove any item from your personnel file. With seven days prior written request, you may receive a copy of your personnel file.

To ensure that your personnel file is up-to-date, notify your Supervisor of any changes in your name, address, telephone number, marital status, number of dependents, emergency contacts,

etc., as soon as possible. Prompt notification is important because certain changes affect benefits eligibility. We also need to maintain up-to-date information about you so that we will be able to aid you and/or your family in case of an emergency.

Behavior Changes

The Agency has outlined its behavior expectations in the form of work rules. If your behavior (e.g., poor attendance, misconduct, insubordination or other issues related to general conduct and behavior) does not meet the Agency's expectations, you will be subject to progressive discipline. Occurrences of absenteeism/tardiness are accumulated separately from other work rule violations and are subject to disciplinary action according to the attendance policy. The Agency retains the right to discipline as it sees fit and has the right to terminate an employee immediately.

Progressive Discipline

If an employee is involved in misconduct or if an employee's job performance is unsatisfactory, Agency has a progressive discipline system designed to provide the employee, the Supervisor and/or the Executive Director with a method for addressing and resolving the problems. Unresolved problems may result in termination of employment.

The stage at which the progressive discipline procedures will be initiated will depend upon the nature and severity of the problem and the employee's past performance. In cases of severe misconduct or deterioration of performance following a warning, immediate termination may result.

In general, but not in all situations, the stages for progressive discipline regarding misconduct or unsatisfactory job performance are:

- First Stage: This consists of a discussion between the employee and the Supervisor. It is an opportunity for mutual communication about issues of employee performance. Written notes of the discussion will be placed in the employee's personnel file.
- Second Stage: This is a formal discussion during which the employee and the Supervisor will discuss written comments prepared by the Supervisor concerning the employee's performance. At the end of the discussion, both parties will sign the document containing the written comments. Both will keep a copy of the document and a copy of the document will be placed in the employee's personnel file. In addition to the employee and the Supervisor, either the Executive Director will be present at the second stage discussion.
- Third Stage: If the employee's performance does not improve or further deteriorates, the employee will be terminated.

Suspension

When the employee has violated a policy or work rule that could result in termination, he/she will be suspended while the facts are being investigated. The employee will not receive pay during the time he/she is suspended. Suspensions are used as a part of an investigation only, and not to "punish" an employee for policy or work rule violations. If, based on the results of the investigation the employee is reinstated; he/she will receive notification that he/she can start work. The length of an internal investigation is usually three days or less, unless additional time is required for a complete investigation and necessary approvals.

A suspension may also be used while awaiting the outcome of an external matter (e.g., pending action by a court, renewal of an expired license or work visa). In such instance, this type of suspension might be for a considerable length of time. Employees suspended for pending external matters will not be compensated for lost workdays. An employee on suspension will be responsible for paying his/her portion of any applicable benefit premiums during the suspension. If he/she fails to pay his/her portion, coverage will cease.

Client Abuse/Neglect

All clients will be assessed for potential or actual abuse/neglect and such abuse/neglect will be reported to the client's physician and appropriate authorities per state regulations.

The process of assessment and identification of clients vulnerable to abuse is addressed during training. All employees are instructed to report any suspicions of client abuse/neglect to the Supervisor including client's self-abuse/neglect.

The Supervisor will make a visit to the client's home on all reports of suspected or actual abuse/neglect and complete an incident report following the visit. Medical, social services and community resources referrals are made as appropriate. Suspected abuse/neglect will be reported according to state regulations. Confidentiality is maintained during suspected client abuse/neglect investigations. Any employee involved in client abuse/neglect will be subject to disciplinary action taken per policy and procedure according to state and professional licensing regulations. Agency shall maintain a current listing of community resources to contact as needed.

Examples of community resources may include, but are not limited to:

- a. Translators for clients and/or caregivers who speak foreign languages.
- b. Sign language interpreters and access to special devices for communication with hearing impaired.
- c. Home health agencies and suppliers that provide services

Separation from Employment

If you leave your employment with the Agency, you will be required to return any Agency supplies, equipment and materials that have been issued to you. Failure to do so will require repayment and may result in a deduction from your final pay for the dollar value of those items.

You may also be required to complete and/or submit any outstanding documentation, and failure to do so may make you ineligible for rehire.

Voluntary Resignation

Resignation is a voluntary choice made by you to leave your job. If you decide to resign your job, you will be required to give sufficient notice so the transition of your leaving can be as smooth as possible. We require individuals in management and business-critical positions to give four weeks' notice while others may give two weeks' notice. You will be notified by your Supervisor as to the appropriate length of termination notice for your position. Failure to give the required notice may make you ineligible for re-employment with us in the future.

Exit Interview

When you leave the Agency, we may ask you to meet with your Supervisor or Human Resources designee to participate in an exit interview. This interview may be oral or in writing. During this interview, we want to hear your comments and suggestions concerning your work experience with us. We will utilize this valuable information in making your location a better place to work. You must plan to return Agency property or documents within twenty-four (24) hours.

Final Pay

Your final pay will be available on the next regularly scheduled payday. Benefits will be paid as required by Agency policy and state law. Any unused vacation time or sick time is forfeited. You must return any Agency property which was issued to you, including but not limited to name tag, credit card, etc., when you receive your final pay. If you are unable to personally pickup your final pay, it will be sent to you.

Verification of Employment

If you leave the Agency, your future employer may ask us to verify your dates of employment with us. Our policy is to respond to such requests promptly and truthfully.

ACKNOWLEDGEMENT OF RECEIPT

I have read the RGUS Employee Handbook to acknowledge the company rules and policies. I agree and comply with the information contained in this Handbook. I agree to abide by the work and safety rules, as well as the Standards of Business Conduct.

Employee Name (print)

Employee Signature

Date

Supervisor Name

Supervisor/Signature

Date