



## **EMPLOYEE HANDBOOK**

**Effective: August 1, 2016**

**Northwest Florida HomeCare, Inc. d/b/a Synergy HomeCare of the Emerald Coast**  
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**Direct Questions to the Human Resources Manager**

## TABLE OF CONTENTS

	PAGE
HANDBOOK GUIDE PURPOSE.....	1
INTRODUCTION .....	2
Company Mission Statement and Vision.....	2
Equal Employment Opportunity .....	3
Complaint Procedure .....	3
Protection Against Retaliation .....	3
Disability and Accommodation .....	4
Religious Accommodation.....	4
Background Checks .....	5
Employee Eligibility and Work Authorization .....	5
Employment At-Will .....	6
Sexual and Other Unlawful Harassment.....	6
Sexual Harassment Defined.....	6
Other Types of Harassment .....	7
Complaint Procedure .....	7
Protection Against Retaliation .....	8
EMPLOYEE CONDUCT .....	8
Standards of Conduct Generally .....	8
Cell Phone Use/Texting While Driving.....	10
Scope of Practice Policy .....	11
EMPLOYEE BENEFITS.....	11
Bereavement Leave.....	11
Cobra .....	11

**TABLE OF CONTENTS**  
(CONTINUED)

	<b>PAGE</b>
Family and Medical Leave.....	12
Employee Eligibility .....	12
Reasons for Leave .....	12
Definitions.....	12
Length of Leave .....	14
Intermittent or Reduced Schedule Leave .....	14
Notice and Certification .....	15
Recertification After Grant of Leave .....	16
Military Emergency Leave Requirements .....	16
Compensation During Leave .....	17
Benefits During Leave .....	17
Job Reinstatement .....	17
Confidentiality .....	18
Fraudulent Use of FMLA Prohibited.....	18
Nondiscrimination.....	18
Additional Documentation.....	18
State Law .....	18
Holidays .....	19
Jury Service Leave.....	19
Military Leave.....	19
Eligibility for Leave.....	19
Notice of Leave.....	20
Compensation and Benefits During Leave .....	20

**TABLE OF CONTENTS**  
(CONTINUED)

	<b>PAGE</b>
Reinstatement.....	20
Sick Leave.....	21
Elections.....	21
Vacation .....	21
Workers' Compensation .....	21
Reporting Work-Related Injury or Illness .....	21
Leaves of Absence/Accommodation .....	22
Return to Work .....	22
Fraud .....	22
GUIDELINES OF EMPLOYMENT .....	22
Attendance and Punctuality .....	22
Business Gifts, Tips and Gratuities.....	23
Conflict of Interest .....	23
Confidentiality .....	24
Employee Classification .....	25
Hours of Work .....	26
Pay Periods, Paydays and Shift/Time Record Keeping .....	26
Reviewing Your Pay Stub, Reporting Errors, and Obtaining More Information .....	28
Meal Periods .....	28
Employees Working Twenty-Four Hour Shifts.....	29
Employees Who Reside With Clients Permanently Or For Extended Periods of Time .....	29
Travel Time.....	30
Off-the-Clock Work.....	30

**TABLE OF CONTENTS**  
(CONTINUED)

	<b>PAGE</b>
Minimum Wage .....	32
Overtime .....	32
Remote Training Time .....	33
Exempt Employees .....	32
Performance Evaluation.....	35
Personal Appearance.....	35
Religious, Medical and Disability Accommodations.....	36
Personal Property .....	36
Records .....	36
Leaving the Company .....	36
Separation from Employment.....	36
Voluntary Termination.....	37
Retirement.....	37
Involuntary Termination .....	37
Pay and Benefits Upon Termination.....	37
Return of Company Property .....	37
References/Verifications of Employment.....	38
Exit Interviews .....	38
WORKPLACE SAFETY AND SECURITY .....	38
Workplace Violence.....	38
Weapons in the Workplace .....	40
Workplace Bullying.....	40
Reporting and Response .....	41

**TABLE OF CONTENTS**  
(CONTINUED)

	<b>PAGE</b>
Anti-Retaliation.....	41
Work-Related Injuries.....	41
Drug-Free Workplace .....	41
Drug Use/Distribution/Possession/Impairment .....	42
Alcohol Use/Distribution/Possession/Impairment.....	42
Prescription and Over-the-Counter Drugs .....	42
Counseling and Rehabilitation .....	43
Smoke-Free Workplace .....	43
Company’s Right to Search .....	43
Visitors.....	44
Motor Vehicle Safety Policy.....	44
ACKNOWLEDGEMENT .....	48

## HANDBOOK GUIDE PURPOSE

In order to successfully manage your franchise and retain good employees, it is imperative that you develop sound policies that are both compliant with federal and state laws, and are consistently utilized and adhered to. As an employer, there are many things to consider when creating an employee handbook; this manual will help you identify handbook topics that are required by federal and/or state law, those that are recommended and/or optional, as well as offer general tips valuable to customizing your franchise handbook.

It is important that you understand your legal obligations as an employer. This manual highlights topics that will require you to ensure compliance with federal and your local state law; however, as an employer, you should become acquainted with both federal and state labor laws, as state law may differ from federal statutes. Doing so may help reduce certain risks associated with being an employer.

This template is provided to offer general recommendations of topics to include in a handbook and to provide a generic template to begin from. While the creation of an employee handbook can be very involved and may even seem overwhelming at times, there are really only two things that you need to remember: compliance with federal, state and local law requirements, and consistency with administering the policies contained within.

***NorthThis document is to serve as a general template for a handbook. Anyone who utilizes this document to create a customized version is advised to seek legal counsel on the specific content of the handbook. Information found in the handbook should be verified for state and local specific legislation. This template is not intended to be adopted holistically as a handbook for any franchise in any state. State laws may be addressed through state supplements.***



## INTRODUCTION

We are pleased to welcome you as an employee of Northwest Florida HomeCare d/b/a Synergy HomeCare of the Emerald Coast. As a company that prides itself on the value our employees provide our clients, we feel it is important that all employees understand our policies and procedures. This handbook is intended to describe some of the expectations of our employees and to outline the policies, programs, and benefits available to eligible employees. Employees should familiarize themselves with the contents of this Handbook as it will answer many questions about employment with SYNERGY HomeCare.

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

Each SYNERGY HomeCare office is independently owned and operated by a Franchisee under a franchise agreement with SYNERGY HomeCare franchisor. Northwest Florida HomeCare d/b/a Synergy HomeCare of the Emerald Coast is the owner and operator of a franchise and you are employed by Synergy HomeCare of the Emerald Coast and not SYNERGY HomeCare franchisor. Synergy HomeCare of the Emerald Coast is referred to throughout this handbook as the “Company” or “Franchisee” or “SYNERGY HomeCare.”

Following your review of this Handbook, please sign and return the Receipt and Acknowledgment sheet located at the back of this Handbook. Your signed Receipt should then be separated from this Handbook and given to the Human Resources department.

## **COMPANY MISSION STATEMENT AND VISION**

To remain the most trusted name in home care, by providing our clients with the highest quality of life and independence attainable. Our success is defined by our ability to enhance and enrich the lives of our clients and caregivers, and we are, and always will be committed to this end.

SYNERGY HomeCare is more than just the sum of its parts. By bringing together the very best in caregivers and clients, we will set the bar for ALL home care organizations, across the US and around the globe. At SYNERGY HomeCare, we are committed to:

- Maintaining dignity, respect and healthy outcomes for all.
- Building supportive, caring relationships between families and caregivers.
- Providing health care professionals and referral sources with outstanding results.
- Inspiring caregivers with communication, industry leading training and a true commitment to their well-being.

## **EQUAL EMPLOYMENT OPPORTUNITY**

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

## **Complaint Procedure**

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

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

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

### **Protection Against Retaliation**

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

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

### **DISABILITY AND ACCOMMODATION**

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

Employees who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The Company will evaluate information obtained from the employee, and possibly his or her health care provider or another appropriate

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

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

Employees who wish to request unpaid time away from work because of a qualifying disability should speak to Human Resources regarding a proposed accommodation.

## **RELIGIOUS ACCOMMODATION**

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

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

## **BACKGROUND CHECKS**

All employees will maintain a background screening as prescribed by the Florida Agency for Health Care Administration (ACHA). Prospective employees must be deemed "eligible" to gain and maintain employment. Should an employee be deemed "not eligible" by ACHA, the employee will be immediately terminated as required by ACHA.

Additionally, to help ensure the security and safety of our employees, our clients and Company and client property, the Company reserves the right to conduct background checks on all applicants and on current employees in certain designated positions and under certain circumstances. The Company may conduct background checks, including checking criminal history, to assist it in evaluating an applicant or employee's suitability for employment,

promotion, reassignment or retention. The purpose of performing criminal history checks is to determine and/or confirm, consistent with applicable law, the qualifications and suitability of a job candidate for the particular position for which the candidate is being considered. This practice will help ensure the safety of our clients as well as a safe working environment at client locations and on Company premises. All background checks will be conducted in strict conformity with the federal Fair Credit Reporting Act (FCRA), applicable state fair credit reporting laws, and state and federal anti-discrimination and privacy laws. The Company is an equal opportunity employer and will comply with applicable federal, state and local laws relating to the use of background checks for employment purposes.

Third-party services may be hired to perform these checks and the Company will ensure that all background checks are conducted and held in compliance with applicable federal and state laws. SYNERGY HomeCare reserves the right to make the sole determination concerning information or any employment decision arising out of the background check.

#### **EMPLOYEE ELIGIBILITY AND WORK AUTHORIZATION**

The Company is committed to employing only individuals who are authorized to work in the United States and who comply with applicable immigration and employment law. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States within 72 hours of commencing employment. If the employee cannot verify his or her right to work in the United States within 72 hours of employment, the Company will be required to terminate his/her employment immediately.

#### **EMPLOYMENT AT-WILL**

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

#### **SEXUAL AND OTHER UNLAWFUL HARASSMENT**

SYNERGY HomeCare is committed to providing a work environment that is free of illicit harassment. As a result, the Company maintains a strict policy prohibiting sexual harassment and harassment against applicants and employees based on any legally-recognized basis, including, but not limited to: veteran status, uniformed service member status, race, color, religion, sex, age (40 and over), national origin or ancestry, physical or mental disability, genetic

information or any other consideration protected by federal, state or local law. All such harassment is prohibited.

Our anti-harassment policy applies to all persons involved in our operations and prohibits harassing conduct by any employee of Synergy HomeCare of the Emerald Coast, including nonsupervisory employees, supervisors and managers. This policy also protects employees from prohibited harassment by third parties, such as vendors, clients, or temporary or seasonal workers. If such harassment occurs on the job by someone not employed by the Company, the procedures in this policy should be followed.

### **Sexual Harassment Defined**

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

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

Sexual harassment also includes various forms of offensive behavior based on sex. The following is a partial list:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages.
- Verbal conduct: making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about an employee's body or dress.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.
- Physical conduct: touching, assault, impeding or blocking movements.
- Retaliation for making reports or threatening to report sexual harassment.

## **Other Types of Harassment**

Prohibited harassment on the basis of any legally protected classification, including, but not limited to: veteran status, uniformed service member status, race, color, religion, sex, age (40 and over), pregnancy (including childbirth, lactation and related medical conditions), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics) or any other consideration protected by federal, state or local law, includes behavior similar to the illustrations above pertaining to sexual harassment. They include conduct such as:

- Verbal conduct including threats, epithets, derogatory comments or slurs based on an individual's protected classification;
- Visual conduct including derogatory posters, photography, cartoons, drawings or gestures based on protected classification; and
- Physical conduct including assault, unwanted touching or blocking normal movement because of an individual's protected status.

## **Complaint Procedure**

Any employee who believes that he or she has been subjected to prohibited harassment, discrimination or retaliation by a co-worker, supervisor, agent, client, or vendor of the Company, or who is aware of such harassment, discrimination or retaliation of others, should immediately provide a written or verbal report to his or her supervisor, any other member of management or to Human Resources or the President/Owner regarding such incidents.

After a report is received, a thorough and objective investigation by management will be undertaken. The investigation will be completed and a determination made and communicated to the employee as soon as practical.

If a complaint of prohibited harassment or discrimination is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

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

## **Protection Against Retaliation**

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

employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

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

## **EMPLOYEE CONDUCT**

### **STANDARDS OF CONDUCT**

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

- Falsification of employment records, employment information or other records;
- Recording the work time of another employee, allowing any employee to record another employee's work time, or allowing falsification of any time card, whether yours or another employee's;
- Theft or the deliberate or careless damage of any Company property or the property of any employee or client;
- Use of Company materials, supplies, tools or products for personal reasons without advanced permission from management;
- Use of client materials, supplies, tools or products for personal reasons without advanced permission from your immediate supervisor;
- Abuse of the Company's electronic resources, including sending personal emails during working time or in a manner that interferes with the employee's work performance;
- Possessing, distributing, selling, transferring or using or being under the influence of alcohol or illegal drugs in the workplace;
- Provoking a physical fight or engaging in physical fighting during working hours or on premises owned or occupied by the Company;
- Carrying firearms, weapons or dangerous substances at any time, on premises owned or occupied by the Company, unless state law provides otherwise.



- Using abusive, violent, threatening or vulgar language at any time during working hours or while on premises owned or occupied by the Company or by a client;
- Absence of on a scheduled workday or shift without prior notice to the Company. Such notice shall be given by calling and speaking to an employee or representative of the Company. Texts, emails or voicemails will not be considered notice;
- Failing to obtain permission to leave work, whether in the office or at a client location, during normal working or scheduled hours;
- For caregivers, leaving a shift prior to the scheduled end time or leaving a shift prior to a necessary replacement caregiver arriving;
- Failing to observe working schedules, including meal and rest breaks;
- Abusing or misusing paid leave, if applicable;
- Failing to provide a certificate from a health care provider when requested or required to do so in accordance with applicable law;
- Working overtime without authorization or refusing to work assigned hours;
- Violating any safety, health or security policy, rule or procedure of the Company; and
- Committing a fraudulent act or intentional breach of trust under any circumstances.

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

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

#### **CELLULAR PHONE USE/TEXTING WHILE DRIVING**

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

during working hours, or accessing the internet via a cellular phone will be subject to disciplinary action.

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

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

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

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

#### **SCOPE OF PRACTICE AND PROVISION OF CARE POLICY**

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

- What state regulations will allow;
- What the SYNERGY HomeCare office is licensed to provide; and
- What the client has requested.

Caregivers are required to follow the Care Plan and Daily Activities developed by the RN for each client. This information is available by reviewing the Care Plan and Daily Activities for your assigned clients on eRSP. It is your responsibility to review these documents prior to providing care. If you have questions about how to provide the best care for a client, you should contact the office and/or the Registered Nurse for guidance.

## **EMPLOYEE BENEFITS**

### **FULL TIME EMPLOYEES**

Employees are eligible to participate in our benefits program when they meet the following criteria:

- You have been employed by the Company for at least 60 days and have completed any probationary period; and
- You have worked at least 30 hours per week on average for the past 60 days.

After meeting these requirements, full-time employees are eligible to participate in the Company-sponsored health insurance program. Information about our health insurance program including benefit options and employee cost-sharing requirements is available through Human Resources.

### **BEREAVEMENT LEAVE**

A full-time employee of the Company may request a leave of absence without pay for a maximum of three (3) consecutive working days upon the death of a member of his or her immediate family. Members of the immediate family are defined as: father, mother, spouse, registered domestic partner (or legal equivalent), child, sister, brother, grandmother, grandfather, father-in-law, or mother-in-law or the step-family member thereof and similar relatives of a registered domestic partner (or legal equivalent). Proof of death may be required.

### **COBRA**

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

### **FAMILY AND MEDICAL LEAVE**

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

## **Employee Eligibility**

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

## **Reasons for Leave**

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

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

## **Definitions**

- **"Child"** for purposes of Bonding Leave and Family Care Leave, means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Family and Medical Leave is to commence. "Child," for purposes of Military Emergency Leave and Military Caregiver Leave, means a biological, adopted or foster child, stepchild, legal ward, or a child for whom the person stood in loco parentis, and who is of any age.
- **"Parent"** for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents-in-law. For Military Emergency leave taken to

provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the FMLA.

- **“Covered Active Duty”** means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.
- **“Covered Service member”** means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties, or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009 and March 8, 2013 is excluded.
- **“Spouse”** means the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into, or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This includes common law marriage and same sex marriage in places where these marriages are recognized.
- **“Key employee”** means a salaried FMLA-eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within 75 miles of the employee's worksite.

### **Length of Leave**

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

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

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

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

### **Intermittent or Reduced Schedule Leave**

Under some circumstances, employees may take FMLA Leave intermittently, which means taking leave in blocks of time, or by reducing the employee's normal weekly or daily work schedule. An employee may take leave intermittently whenever it is medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work. Leave due to military exigencies may also be taken on an intermittent basis.

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

If employees have been approved for intermittent leave and they request leave time that is unforeseeable, they must specifically reference either the qualifying reason for leave or the need for FMLA leave at the time they call off.

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

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

## **Notice and Certification**

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

Employees are required to provide:

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

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

When leave is for planned medical treatment, employees must try to schedule treatment so as not to unduly disrupt the Company's operation. Please contact Human Resources or the President/Owner prior to scheduling planned medical treatment.

## **Recertification After Grant of Leave**

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

request recertification in connection with an absence after six months have passed since the employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the Company will be at the employee's expense.

### **Military Emergency Leave Requirements**

Employees are required to provide:

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

Certification forms are available from Human Resources or the President/Owner. Failure to Provide Certification and to Return from Leave

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

### **Compensation During Leave**

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

### **Benefits During Leave**

The Company will not continue making contributions to employee group health benefits during their leave on the same terms as if employees had continued to actively work. This means that if employees want their benefits coverage to continue during their leave, they must also continue to make the premium payments that they are now required to make for themselves or their dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12 workweek period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some



instances, the Company may recover premiums it paid on the employee's behalf to maintain health coverage if the employee fails to return to work following a FMLA Leave.

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

### **Job Reinstatement**

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

Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition. For an employee on intermittent FMLA leave, such a release may be required if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on the serious health condition for which the employee took the intermittent leave.

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

### **Confidentiality**

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

### **Fraudulent Use of FMLA Prohibited**

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

### **Nondiscrimination**

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

any way, he or she should immediately report the matter to Human Resources or the President/Owner.

### **Additional Documentation**

The Company's "Employee Rights and Responsibilities" notice provides additional details regarding employee rights and responsibilities under the FMLA. Employees may obtain a copy of the "Employee Rights and Responsibilities" Notice from Human Resources **or the President/Owner**.

Employees should contact Human Resources or the President/Owner as to any FMLA questions they may have.

### **State Law**

A number of states have family leave laws that provide leave benefits which exceed those available to employees under the FMLA. Employees should contact Human Resources **or the President/Owner** for additional information.

### **HOLIDAYS**

Due to the nature of our business it is possible you may be required to work an assignment that falls on a holiday. Caregivers will receive pay at time and a half (1 ½) of their regular rate of pay when scheduled to work on the following holidays observed by the Company:

New Year's Day  
Easter  
Memorial Day  
July 4  
Labor Day  
Thanksgiving Day  
Christmas Day

No holiday pay will be paid to an employee who is on an unpaid status, not assigned to work on a holiday, or on any leave or absent due to workers' compensation.]

### **JURY SERVICE LEAVE**

If you are summoned to report for jury duty, you will be granted a leave of absence according to applicable law when you notify and submit a copy of the original summons for jury duty to the Payroll Manager.

You are to make yourself available to work on any day when you are normally scheduled to work, or portion thereof that is not actually spent in the performance of jury service. SYNERGY HomeCare will comply with both federal and state laws regarding any pay eligibility for time while spent on Jury Duty that occurs during a scheduled client assignment.

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

## **MILITARY LEAVE**

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

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

### **Eligibility for Leave**

The Company provides unpaid military leaves of absence to employees who serve in the uniformed services as required by USERRA and applicable state laws. The uniformed services are defined as the Army, Navy, Marine Corps, Air Force, Coast Guard, Army National Guard, Air National Guard, Commissioned Corps of the Public Health Service and any other category of persons designated by the President of the United States in time of war or national emergency. The uniformed services also include participants in the National Disaster Medical System when activated to provide assistance in response to a public health emergency, to be present for a short period of time when there is a risk of a public health emergency, or when they are participants in authorized training.

Service consists of performing any of the following on a voluntary or involuntary basis: active duty, active duty for training, initial active duty, inactive duty training, full time National Guard duty, absence from work for an examination to determine fitness for such duty, and absence for performing funeral honors duty. Total military leave time may not exceed five years during employment, except in certain, defined circumstances.

### **Notice of Leave**

Advance notice of leave is required, preferably in writing, unless giving of notice is impossible or unreasonable, or notice is prohibited by military necessity (which is defined by the United States Department of Defense). When notice is required, employees must provide their supervisor with as much advance notice as possible of any anticipated leave of absence for military service.

### **Compensation and Benefits During Leave**

Accrued, unused vacation or PTO will be paid during military leave at the employee's request. After 30 days of continuous military leave, employees may elect to continue their health plan coverage at their own expense, for up to 24 months or during the remaining period of service, whichever is shorter.

## **Reinstatement**

In order to be eligible for reinstatement, an employee must have provided advance notice of the need for military leave (where required) and have completed his or her service on a basis that is not dishonorable or otherwise prohibited under USERRA.

Employees whose military service will be for fewer than 31 days must report to back to work at the beginning of the first full, regularly scheduled work day following completion of service, after allowing for a period of safe travel home and eight hours of rest.

Employees whose military service will be for more than 30 days, but fewer than 181 days must apply for re-employment within 14 days after completing service.

Employees whose service is greater than 180 days must apply for re-employment within 90 days after completing service.

As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in loss of reemployment rights. Full details regarding reinstatement are available from Human Resources or the President/Owner.

In general, an employee returning from military leave will be re-employed in the position and seniority level that the employee would have attained had there been no military leave of absence. If necessary, the Company will provide training to assist the employee in the transition back to the workforce.

Vacation benefits do not continue to accrue during a military leave of absence. An employee returning from military leave is entitled to any unused, accrued vacation benefits the employee had at the time the military leave began minus any vacation benefits the employee chose to use during the leave. Upon reinstatement, the employee will begin to accrue vacation benefits at the rate he or she would have attained if no military leave had been taken.

## **PAID TIME OFF**

SYNERGY HomeCare will comply with federal, state and local laws with regard to providing paid time off.

## **WORKERS' COMPENSATION**

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

## **Reporting Work-Related Injury or Illness**

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

## **Leaves of Absence/Accommodation**

Employees who need to take time off from work due to a workers' compensation illness or injury may also be eligible for a leave of absence under the Company's leaves of absence or reasonable accommodation policies. Employees should consult with the Payroll Manager for additional information.

## **Return to Work**

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

## **Fraud**

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

# **GUIDELINES OF EMPLOYMENT**

## **ATTENDANCE AND PUNCTUALITY**

Employees are expected to be regular in attendance and to be punctual. Any tardiness or absence causes problems for fellow employees and supervisors. If employees are absent, their workload must be performed by others, just as they must assume the workload of others who are absent. To limit problems caused by absence or tardiness of employees, we have adopted the following policy that applies to absences not previously approved by the Company.

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

For field employees, upon accepting an assignment, it is your responsibility to ensure you are able to fully commit to the shift(s) as assigned. This will require you to ensure you have the appropriate means of transportation and time available to fulfill the assignment in its entirety. You will only be replaced with sufficient notice and in the case of short notice, only under the most serious of circumstances, unless your absence is legally protected. You must report any expected absences directly to the Company by telephone or personal conversation with a Synergy office staff employee or our representative. Texts, emails and/or voicemails will not be considered acceptable means of providing notice.

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

Although we expect punctuality, we do recognize that circumstances may arise causing you to be late for an assigned shift. If you are going to be late for an assignment, you must call and alert the Synergy office staff directly. Do not call the client. Texts, emails and/or voicemails will not be considered acceptable means of providing notice.

#### **BUSINESS GIFTS, TIPS AND GRATUITIES**

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

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

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

#### **CONFLICT OF INTEREST**

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

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

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

- Acting as a director, officer, consultant, agent or employee of a supplier, client, competitor or any entity that engages in business with the Company;

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

If you question the propriety of a transaction or activity, you should seek guidance from the President. If necessary, you should seek written approval.

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

## **CONFIDENTIALITY**

Our caregivers will always respect the privacy of our clients, families, and residents. The rule of thumb to remember is that all information gathered by, retained or generated by the Company regarding its clients and their families is confidential. There shall be no disclosure of any confidential information to anyone outside the Company without the appropriate authorization.

It is your duty and responsibility to safeguard all confidential information. This includes the dissemination of information by any available means, including but not limited to telephone, fax and email. When any inquiry is made regarding an employee or any former employee, the inquiry must be forwarded to the Payroll Manager without comment on your part. When any inquiry is made regarding any client, the inquiry must be forwarded to management.

Confidential information shall be disclosed and/or discussed only on a "need to know" basis with Company administrative personnel for the purpose of improving our services. Conversation of a confidential nature must never be held within earshot of the public or clients.

“Confidential Information” refers to a piece of information, or a compilation of information, in any form (on paper, in an electronic file, or otherwise), related to the Company’s business that the Company has not made public or authorized to be made public, and that is not generally known to the public through proper means.

By way of example, confidential or proprietary information includes, but is not limited to, nonpublic information regarding the Company's business methods and plans, databases, systems, technology, intellectual property, know-how, marketing plans, business development, products, services, research, development, inventions, financial statements, financial projections, financing methods, pricing strategies, client sources, employee health/medical records, system designs, client lists and methods of competing. Additionally, employees who by virtue of their performance of their job responsibilities have the following information, should not disclose such information for any reason, except as required to complete job duties, without the permission of the employee at issue: social security numbers, driver's license or resident identification numbers, financial account, credit or debit card numbers, security and access codes or passwords that would permit access to medical, financial or other legally protected information.

Confidential Information does not include information lawfully acquired by non-management employees about wages, hours or other terms and conditions of employment, if used by them for purposes protected by §7 of the National Labor Relations Act such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for their mutual aid or protection. Nothing in this Employee Handbook prohibits an employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing Confidential Information which the employee acquired through lawful means in the course of his or her employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission, the Department of Labor, or any other appropriate government authority. To the extent an employee discloses any Confidential Information in connection with communicating with a governmental authority, the employee will honor the other confidentiality obligations in this Employee Handbook and will only share such Confidential Information with his or her attorney, or with the government agency or entity. Nothing in this Employee Handbook shall be construed to permit or condone unlawful conduct, including but not limited to the theft or misappropriation of Company property, trade secrets or information.

## **EMPLOYEE CLASSIFICATION**

If you are given this Handbook to utilize during your employment you are considered a Temporary or Contingent employee. The Company has established the following Employee Classifications for salary and benefit purposes only. You will be notified in writing of your classification and status at the time of hire, rehire, promotion, or at any time a change in status occurs. These classifications do not alter your at-will employment status.

- (1) **Temporary Employee:** An employee who is scheduled to work on a specific need of the Company on a full or part-time basis. The employee will not receive any benefits unless specifically authorized in writing or otherwise required by applicable law. The employee is non-exempt and is compensated on an hourly basis. They are eligible for overtime as defined in this manual.



- (2) Exempt/Non-Exempt status: A provision of the Fair Labor Standards Act (FLSA), federal and state, generally divides all employees into two categories. An exempt employee does not fall under certain wage and time requirements of the Act. That is, an exempt employee does not receive overtime pay or compensatory time off. Management will inform any exempt employee of his or her status and responsibilities at the time of hire, rehire or promotion. Non-exempt employees receive compensation for overtime. Unless notified otherwise in writing by Management, all employees of the Company are non-exempt.
- (3) At-will status: All employees of the Company have "at-will" employment status, unless specifically notified in writing differently, and signed by you and an Officer of the Company. This means your employment may be terminated at any time, with or without cause and with or without prior notice by you or the Company.

## **HOURS OF WORK**

SYNERGY HomeCare's office is open from 8AM until 4PM Monday through Friday. SYNERGY HomeCare's work week as it relates to payroll will run from 12AM Monday through 11:59 PM the following Sunday.

## **PAY PERIODS, PAYDAYS AND SHIFT/TIME RECORD KEEPING**

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

All certifications of time worked must be signed either on paper or digitally by the employee AND the client or the client's representative. If there is a medical reason why a client cannot sign time certifications, the employee must notify Office management at the end of the shift that a signature cannot be obtained.

Time tracking and signatures can be handled in several ways:

1. It is highly preferable that the employee use the appropriate mobile application for time tracking and service provision documentation on the eRSP platform. Instructions for how to use the system and provide an electronic signature of the employee and obtain an electronic signature from the client are available to each employee. If an employee uses this method, no paper timesheet will be required to be submitted to the office.
2. The Company also uses a time keeping technology called Telephony for assignments. You will dial a toll free number from the client's home telephone upon arrival, enter

an assigned code and wait for confirmation. The process is basically repeated when leaving the client's home. Non-exempt employees must clock-in via the Telephony system before performing any work related activity at their assignment and must complete all work related activities at the assignment before clocking out using Telephony. This technology DOES NOT time-slips for time keeping. If you use Telephony instead of the eRSP application, you will be REQUIRED to complete a daily activity sheet that **MUST** be signed by the client or the client's representative. You will not be paid for assignments worked until all daily activity and logs are submitted to the office with proper signatures. A separate sheet is required for each client for each day of service.

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

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

Time sheets must be submitted by Noon on Monday in order to be included in your next paycheck. Time sheets may only be submitted in person or in the office or by electronic mail, facsimile or US mail. Time sheets may not be submitted over the telephone.

Because your timecard is very important, you must print legibly and check to make sure that it is completely filled out and completely accurate. Please use a blue or black pen, pressing firmly to ensure all copies are legible. In order to be paid on time, the timecard must be signed by client, family, or facility representative unless otherwise specifically instructed. Your timecards must be received in our office by Monday at 4 p.m. Pay will be available through direct deposit or a check on every other Friday. Employees who have not turned in ALL timesheets/activity logs will not be paid until ALL timesheets/activity logs have been submitted. If a holiday, or another event, falls on a weekend, it is the discretion of the Company to decide whether paychecks will be distributed early.

If an employee must be late for, or absent from, work, the employee is to notify his/her office by calling the main number (850-687-3965) prior the beginning of the workday or as soon after as possible. All employees are considered tardy if they are not at their assigned shift at their assigned time unless they have notified the office as previously stated. Repeated tardiness may be cause for disciplinary action.

No employee is authorized to clock-in/out for another employee or sign in/out on behalf of another employee. Any employee who engages in this practice will be subject to disciplinary action, up to and including termination. Non-exempt employees must record their start time contemporaneously with the time they actually start working and record their end time contemporaneously with the time they actually stop working. No employee is authorized to

record a start or stop time before beginning or completing work (i.e., pre-filling out a timesheet). Time worked must be reported the workday on which it was actually performed.

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

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

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

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

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

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

## **REVIEWING YOUR PAY STUB, REPORTING ERRORS, AND OBTAINING MORE INFORMATION**

The Company works hard to ensure that all employees are paid correctly, but mistakes can happen. When mistakes do occur and are brought to the Company's attention, the Company will promptly make any corrections necessary. You should review each paycheck and pay stub when you receive it to make sure your pay and reported hours are correct.

If you believe an error has occurred or if you have any questions about your paycheck, pay stub, deductions from your pay, if you believe you have been subject to any improper deductions, or if your pay does not accurately reflect your hours worked, you should promptly

report the matter to Office Management or the payroll representative. Reports of errors will be promptly investigated.

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

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

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

#### **MEAL PERIODS**

Due to the nature of our business and the services we provide, the guidelines surrounding your meal period and breaks will vary from assignment to assignment. SYNERGY HomeCare will fully comply with all state laws in regard to meal periods and breaks. Please contact your Scheduling Manager for further information.

#### **EMPLOYEES WORKING TWENTY-FOUR HOUR SHIFTS**

Unless applicable state law requires otherwise, if a non-exempt employee works a shift of twenty-four (24) hours or longer, up to eight (8) hours of sleeping time may be excluded from compensable working time if all of the following apply:

- a. A voluntary agreement excluding sleeping time exists between the Company and the employee;
- b. Adequate sleeping facilities for an uninterrupted night's sleep are provided;
- c. At least five (5) hours of uninterrupted sleep is possible during a scheduled sleeping period; and
- d. Interruptions to perform duties are considered hours worked.

In addition, the following will be adhered to:

- a. Even if the sleeping period is longer than eight hours, only eight hours will be credited.

- b. The five (5) hours of sleep time do not have to be consecutive; however, if the sleep period is interrupted to such an extent that the employee cannot get a reasonable night's sleep, the entire period must be counted as working time.
- c. Sleep time does not necessarily have to be at night.
- d. The deduction of sleep time is prohibited where the demands of the job have seriously interfered with the employee's ability to sleep, or the sleeping facilities have been minimal.
- e. Any agreement for the treatment of compensable time for live-in employees must meet the requirements of federal and applicable state law and be an employer-employee agreement, not a unilateral decision by the employer. This agreement will be in writing.

#### **EMPLOYEES WHO WORK EXTENDED PERIODS OF TIME**

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

#### **TRAVEL TIME**

The Company will compensate employees for time spent traveling for purposes of conducting the Company's business in compliance with applicable state and federal law. This compensation is for the time the employee spends traveling between work sites and does not include mileage.

Compensable travel time includes an employee's business travel **between** work sites during the workday, but does not apply to time spent in the employee's regular commute to work. Travel time from home to the first work site at the beginning of the workday and travel from the last work site to home at the end of the workday **will not** be compensated.

You are not expected to accept or make calls or complete any paperwork before you begin your commute or after you finish your commute. Any work that is approved for you to do at home can be done on your own schedule. There is no work that you will be asked to do immediately before or immediately after your commute.

Travel between Work Sites: Employees must accurately record as time worked all time spent traveling between work sites during the workday. This must be documented on a company provided travel log sheet. Travel logs must be submitted to the Payroll department in order for the employee to be compensated for travel time between work sites. Travel logs must be turned in and signed by the employee by 4 p.m. on Monday for the prior week. For non-exempt employees, time spent traveling **between** work sites during the workday is counted as hours

worked for purposes of calculating hours of work and overtime premiums and eligible non-exempt employees will be paid overtime in accordance with applicable federal and state law.

Failure to adhere to this policy, including failure to record all compensable travel time and failure to record all work and turned into the office by 4 p.m. on Monday will be addressed as a performance issue and the employee will be subject to discipline, up to and including termination from employment.

Compensation for travel time will be paid at minimum wage in the locality in which the employee resides.

Any questions about this policy, or any associated procedures, should be directed to your manager, Human Resources, or the Payroll Department.

### **OFF-THE-CLOCK WORK**

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

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

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

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

Non-exempt employees may not perform any work without compensation. Performing off-the-clock work is a policy violation for which you will be subject to discipline, up to and including termination. Non-exempt employees may not work off-the-clock at any time, even if a manager asks the employee to do so. No member of management may request, require, or

permit other employees to perform work without compensation. If you are instructed by a manager not to report time worked, you must report this immediately to an appropriate manager.

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

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

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

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

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

## **MINIMUM WAGE**

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

## **OVERTIME**

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

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

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

For purposes of determining whether you are entitled to overtime pay, only hours worked during a work week will be counted. Vacation, paid time off, holidays, jury and other civic duty, bereavement or annual military leave, will not be counted as hours worked for the purpose of overtime calculations, with the exception of periods of time during these categories of time when the employee performed actual work on behalf of the Company.

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

#### **REMOTE TRAINING TIME**

Employees utilizing remote training modules must complete the module within the time period specified by the Company. If an employee requires additional time to complete a remote training module, the employee should seek approval from the Human Resource Manager, and that additional time may be accommodated, but it is not guaranteed to be. An employee who engages in unauthorized training time will be subject to disciplinary action, up to and including termination of employment.

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

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

#### **EXEMPT EMPLOYEES**

Employees who are classified as exempt must record absences from work for reasons such as leaves of absence, sick leave or vacation.



Exempt employees are paid on a salary basis or fee basis, unless applicable law provides otherwise. This means the employee regularly receives a predetermined amount of compensation each pay period, which cannot be reduced because of variations in the quality or quantity of the employee's work. In general, an exempt employee will receive his or her salary for any week in which the employee performs any work, regardless of the number of days or hours worked. However, an exempt employee will not be paid for days not worked in the following circumstances:

- When an exempt employee takes one or more full days off for personal reasons other than sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available vacation to make up for the reduction in salary;
- When an exempt employee takes one or more full days off from work due to sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available sick time to make up for the reduction in salary;
- When an exempt employee works only part of the week during his or her first and last week with the Company, the employee will be paid only for the days actually worked; and
- When an exempt employee takes unpaid leave under the Family and Medical Leave Act or corresponding laws, the Company will not pay for such days/hours of absence.

The Company may require an exempt employee to use available vacation or sick time, as a replacement for salary, when the employee takes less than a full-day off from work.

An exempt employee's salary will not be reduced when the employee works part of a week and misses part of a week due to service as a juror, witness or in the military or for lack of work.

It is company policy to comply with the salary basis requirements of the Fair Labor Standards Act (FLSA) and applicable state law. The Company prohibits any deductions from pay that violate the FLSA or applicable state law.

If an exempt employee believes that an improper deduction has been made to his or her salary, the employee should immediately report this information to Human Resources, a supervisor. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made.

## **PERFORMANCE EVALUATION**

You will receive an appraisal of your job performance upon the completion of one year of employment and annually thereafter. This appraisal may be either written or oral. Such evaluation may not occur on the anniversary date, but thereabout, at the discretion of Office Management. Supervisory evaluations and visits will also be made by the Registered Nurse or office management while you are working.

If in this appraisal you are given an evaluation sheet or other written document, you will be required to sign it. Your signature does not necessarily indicate that you agree with all the comments, but merely that you have had the opportunity to examine the evaluation and fully discuss the contents of it with your supervisor. The completed and signed evaluation form will be placed in your personnel file. You will receive a copy of the performance evaluation.

In addition to the formal written annual review, informal counseling sessions may be conducted from time to time.

## **PERSONAL APPEARANCE**

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

Below are a few guidelines for professional appearance:

- Clothing should not constitute a safety hazard.
- All employees should practice commonsense rules of neatness, cleanliness and comfort.
- Only closed-toes shoes with a tread sole (sneakers, nursing shoes, etc.) are allowed. No flip flops, high heels, sandals, etc. are permitted. Your shoes MUST remain on your feet at all times when on shift. Tank tops, tee-shirts, jogging suits, flip-flops, slippers, sandals, garments that are unnecessarily revealing, sweat pants and other similar apparel are not permitted.
- Scrubs with a SYNERGY apron provided by the Company is the recommended standard. In each case, a SYNERGY apron should always be worn. This keeps your clothes cleaner. No revealing clothes are allowed. This includes sleeveless shirts, tank tops, low-cut or midriff revealing clothes.
- Personal appearance should include good personal hygiene, clean hair and facial hair. If an employee shaves, then the employee's facial hair should be clean-shaven or trimmed. If an employee does not shave, facial hair should be clean and well-groomed.
- Longer hair should be pulled behind in a ponytail or clipped in such a way that hair does not fall into the eyes when completing tasks.
- Acrylic nails are not allowed for hygiene and infection control purposes.

- All employees will wear name tags and aprons or scrubs provided by SYNERGY HomeCare when present at a client location.
- Jewelry should be restricted for safety reasons, based on the position. This includes no long necklaces, no facial piercings, no long or dangling or hoop earrings.

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

### **Religious, Medical and Disability Accommodations**

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

### **PERSONAL PROPERTY**

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

### **RECORDS**

The Company will maintain various employment files while you remain an employee of the Company. Examples of these files are: your personnel file, your attendance file, your U.S. Citizenship and Immigration Services (USCIS) file and files for medical purposes. These files are maintained separately from one another and confidentially. If you should have any changes with respect to personal information, such as a change in your home address and telephone number or a change of name, you are required to notify the Accounting and Payroll Manager so the appropriate changes can be made in your files.

Your files have restricted access. You and Office Management, or its designated agents, may have access. In the event that you wish to review your personnel file, you must do so in the presence of management or designee. You may review your personnel file by making a written request to Office Management. The written request will become a permanent part of your file.

### **LEAVING THE COMPANY**

#### **Separation from Employment**

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

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

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

### **Voluntary Termination**

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

Employees who voluntarily leave the Company are encouraged to provide their supervisor with written notice in order to allow a reasonable amount of time to transfer ongoing work. Upon resignation, an employee must return all keys, uniforms, credit cards or other company-issued property.

Employees in good standing who retire or resign from their positions may be eligible for re-hire.

### **Retirement**

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

### **Involuntary Termination**

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

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

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

### **Pay and Benefits Upon Termination**

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

## **Return of Company Property**

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

## **References/Verifications of Employment**

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

## **Exit Interviews**

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

## **WORKPLACE SAFETY AND SECURITY**

### **WORKPLACE VIOLENCE**

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

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

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

It is our goal to have a workplace, including client sites, free from acts or threats of violence and to respond effectively in the event that such acts or threats of violence do occur.

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

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

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

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

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

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

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

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

#### **WEAPONS IN THE WORKPLACE**

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

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

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

#### **WORKPLACE BULLYING**

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

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

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

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

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

### **Reporting and Response**

Employees who are subject to, or witness, workplace bullying are encouraged to notify the President at 850-687-3965 immediately. The Company will promptly investigate the complaint. The Company will maintain confidentiality to the extent possible, consistent with its commitment to investigating the complaint promptly and thoroughly.

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

### **Anti-Retaliation**

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

### **WORK-RELATED INJURIES**

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

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



accommodation policies. Employees should consult with the Human Resources Manager or the President for additional information.

## **DRUG-FREE WORKPLACE**

The Company strives to provide a safe environment for employees, clients and others and to minimize the risk of accidents and injuries. Accordingly, each employee has a responsibility to co-workers and to clients to deliver services in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of illegal drugs, abused prescription drugs or alcohol can impair reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic consequences, particularly in the home care industry. Moreover, studies have shown that impairment by controlled substances may last long after the user believes the effects to have worn off. For these reasons, the Company has adopted a policy that prohibits the use, consumption, sale, conveyance, distribution, manufacture, purchase, possession, cultivation and/or transfer of illegal drugs at all times. In addition, all employees must report to work and remain completely free of illegal drugs, abused or nonprescribed prescription drugs and alcohol.

### **Drug Use/Distribution/Possession/Impairment**

The Company strictly prohibits the use, consumption, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, possession, cultivation and/or transfer of illegal drugs or other unlawful intoxicants at any time, and in any amount or any manner, regardless of when or where it occurs. “Illegal drugs” means all drugs whose use or possession is regulated or prohibited by federal, state or local law. These include prescription medication that is used in a manner inconsistent with the prescription or for which the individual does not have a valid prescription. Please note that since marijuana remains illegal under federal law, it is considered an “illegal drug” under this policy. Therefore, the Company treats medical marijuana the same as any other illegal drug. Unless required by state law, the Company will not accommodate the use of medical marijuana.

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work.

Included within this prohibition are lawful controlled substances that have been illegally or improperly obtained.

### **Alcohol Use/Distribution/Possession/Impairment**

All employees are prohibited from distributing, dispensing, possessing or using any beverage or medicine containing alcohol while at work or on duty and from coming onto company premises or a client location, reporting to work, or working with alcohol in their systems. Furthermore, lawful off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee's job performance.

## **Prescription and Over-the-Counter Drugs**

This policy does not prohibit the possession and proper use of lawfully prescribed or over-the-counter drugs. However, an employee taking medication should consult with a health care professional or review dosing directions for information about the medication's effect on the employee's ability to work safely, and promptly disclose any work restrictions to a supervisor or Human Resources or the President/Owner. Employees are not required to reveal the name of the medication or the underlying medical condition. Further, as set forth above, since marijuana remains illegal under federal law, under this policy, it is not deemed to be a lawfully prescribed drug and the Company will only accommodate the use of medical marijuana if required by state law.

The Company reserves the right to transfer, reassign, place on leave of absence or take other appropriate action regarding any employee during the time the employee uses medication that may affect his or her ability to perform safely. The Company will comply with all requirements pertaining to providing reasonable accommodations to the extent required by applicable law.

## **Counseling and Rehabilitation**

Employees who voluntarily seek help for substance abuse (self-referral) by contacting the Company will be provided an opportunity to pursue counseling and rehabilitation. The Company will make available to these employees information about counseling and rehabilitation services. An employee who is receiving counseling and/or treatment for substance abuse may use available vacation, sick leave, or, if eligible, family and medical leave. Health insurance often covers the costs of such services, but costs not covered must be paid by the employee. The employee cannot return to work until released by a treatment provider to do so, and when he or she receives a negative result on a return-to-work drug and/or alcohol test (as appropriate for that individual). In addition, the employee may be asked to submit to follow-up testing for a period following the return to work.

An employee's decision to seek help voluntarily will not be used as a basis for disciplinary action, although the individual may be transferred, given work restrictions or placed on leave, as appropriate. A request for help is considered voluntary only if it is made before the employee is asked to submit to any drug or alcohol test or is discovered to have otherwise violated this policy.

## **SMOKE-FREE WORKPLACE**

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

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

#### **COMPANY’S RIGHT TO SEARCH**

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

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

In addition, to ensure the safety and security of employees and customers, and to protect our legitimate business interests, we reserve the right to question and inspect or search any employee or other individual entering or leaving company premises or job sites, including client locations. The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, knapsacks, shopping bags, et cetera.

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

#### **VISITORS**

Restricting access to Company premises and client locations helps maintain safety standards, protect against theft, ensure security of equipment, protect confidential information, safeguard employee welfare, and avoid potential distractions and disturbances. Field staff employees caring for clients in their homes or in a facility should NEVER allow friends or family in the workplace.

If an employee suspects or becomes aware of any unusual situation, he or she should immediately notify Human Resources or the President/Owner.

#### **MOTOR VEHICLE SAFETY POLICY**

To ensure the safe operation of Company owned vehicles, personally owned vehicles used for Company business, and vehicles rented at the Company expense, employees are to adhere to the following policy. Failure to do so may result in immediate termination.

- a. Compliance with Applicable Laws. All employees operating a motor vehicle while on Company business are expected to comply with all traffic laws. Further,

all employees operating a Company owned vehicle or vehicle rented at Company expense, while off or on duty, must comply with all traffic laws.

- b. **Unauthorized Use of Company Vehicle.** An employee, while off or on duty, shall not permit a Company vehicle to be operated by any person not authorized by the Company to operate the Company vehicle.
- c. **Safety Belts.** All vehicles used for Company business will be equipped with a shoulder and seatbelt combination. The seatbelt/shoulder harness shall be worn by all occupants of the vehicles at all times. All occupants in the vehicle must be asked to wear the seatbelt/shoulder harness.
- d. **Inspection of Vehicles/Maintenance.** Employees are to conduct visual inspections of the Company vehicles, before operation. Any premature replacement of vehicles due to neglect causes an unnecessary cost burden. Cooperation is expected in maintenance of all vehicles and employees are expected to report any maintenance problems promptly so that repairs can be arranged.
- e. **Intoxication.** All employees are expected to be medically and physically fit when operating any Company vehicle, whether off or on duty. Specifically, no employee may be under the influence of drugs or alcohol while operating any vehicle on Company business, while operating any Company owned vehicle (whether off or on duty), or while operating any vehicle rented at the Company's expense (whether off or on duty).
- f. **Insurance.** Employees are to obtain insurance to cover the operation of their private vehicles while on Company business. The policy is to be in accordance with applicable state law, and to have policy limits of at least bodily injury of \$100,000 for each person, \$300,000 in the aggregate and \$25,000 for property damage. The Company may increase the minimum required amounts from time to time in its discretion. Proof of insurance must be submitted at the time of each policy renewal and upon request at any other time. Employees must inform the Company if there is a change of insurance coverage or carrier. Employees may not cancel their automobile insurance or lower coverage limits below the required minimums, in whole or in part, while employed by the Company in a position requiring the employee to drive his or her private motor vehicle. Employees who fail to provide the minimum coverage required are subject to immediate termination. The auto liability insurance limits are the minimum we require you maintain, however these limits of protection may or may not be adequate to cover the full extent of auto liability claims made against you. We encourage you to consult with your agent or insurer about adequate liability protection and physical damage protection for your vehicle.
- g. **Valid Operator's License.** All employees operating a vehicle on Company business or operating a vehicle owned by the Company or rented on behalf of the Company are to have a current, valid operator's license at all times.

- h. Accident Report. Any employee involved in an accident as the driver or passenger while operating or in a motor vehicle used on Company business or while operating or in a Company owned vehicle or vehicle rented at Company expense, while off or on duty, must submit an accurate, written report within twenty-four (24) hours of the accident or at the beginning of the employee's next scheduled shift.
- i. Reporting Traffic Violations. All employees who operate a Company vehicle on Company business, while off or on duty, shall report all traffic violations to the Company within twenty-four (24) hours of being issued a ticket or citation.
- j. Caregivers are never permitted to ride as passengers in a vehicle with a client.
- k. Driver's License History. At any time, in its discretion, the Company reserves the right to review the motor vehicle records of each employee driving a Company vehicle or any vehicle on Company business. Depending on the results of the review of the employee's driving record, his or her job duties may be changed, or he or she may be barred from driving a Company vehicle or be terminated from employment.
- l. Coordination with Other Policies. This Motor Vehicle Safety Policy will be coordinated with other Company policies including, but not limited to, the company's drug and alcohol policy and safety policy.
- m. Policy Compliance with Applicable Law. This policy will be interpreted and applied in accordance with applicable law. If at any time, any provision of it is at variance with applicable law, applicable law will govern.

***Thank you for choosing  
SYNERGY HomeCare.***

## ACKNOWLEDGEMENT

### Employee Copy

I acknowledge that I have received and read the Company's Employee Handbook.

I acknowledge that employment is offered by Northwest Florida HomeCare, Inc. ("Company"), doing business as SYNERGY HomeCare of the Emerald Coast, an independently owned and operated business operating under a franchise agreement with SYNERGY HomeCare franchisor. I understand that as an employee of Company I am employed solely by Company who is responsible for this handbook, the policies set forth within it and all other terms and conditions of employment. I agree to abide by and be bound by the rules, policies and standards specified in the Handbook. The business relationship between Company and any other business such as SYNERGY HomeCare franchisor does not alter or impact the fact that I am solely employed by Company, that Company controls, directly and indirectly, all of my terms and conditions of employment and is my sole employer.

I understand the contents of the Employee Handbook, which are presented as a matter of information. Except for the at-will provisions, the Handbook can be amended at any time. I agree to follow the guidelines and policies set forth in the Handbook and any amendments to the Handbook along with the other policies and procedures of the Company.

It is specifically understood and agreed that the Handbook is for informational purposes only and is not intended to create a contract for continued employment

I understand that I am an at-will employee and my employment can be terminated at any time, with or without cause and with or without prior notice either by the Company or myself.

Company policy requires all employees to be hired at-will and this policy cannot be changed except by a written document signed by me and an appropriate officer of the Company, specifically changing my at-will employment status. I have neither been requested nor have I signed any such document.

My at-will employment status with the Company has been fully explained and I have been given an opportunity to ask any questions regarding Company policies and my at-will employment status. No representative of the Company has made any promise or other statements implying employment will be other than what has been stated above.

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Dated

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Signature

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Print Name