

Evelyn Home Care LLC

“Bringing Dependable Care to Your Doorstep”

Employee Handbook



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Indianapolis, IN 46201
(317) 870- 3106
Office Hours: 9:00am - 6:00 pm
Monday- Saturday**

Admin@evelynhomecare.com

Evelynshomecare.com

Mission

We are a family owned business whose name comes from our matriarch, she embodied every aspect of love, care, and compassion. With having over 30 years of experience, we strive to honor her by providing those same values to every member we serve and every caretaker we employ.

Values

You can help Evelyn Home Care LLC achieve its missions and values by respecting and applying its core values, which include:

- Keeping our client's health, quality of life and well-being central in the design and delivery of services.
- Treating and interacting with our clients with respect, dignity, compassion, empathy, honesty, and integrity while recognizing and maintaining confidentiality of client information.
- Being courteous and competent to clients, families, co-professionals and the community-at-large.
- Showing respect for all cultures, religions, ethnicities; sexual orientation, ages, gender and disabilities.
- Valuing, supporting, recognizing and appreciating other employees, as employees are the Evelyn Home Care LLC , greatest asset.
- Developing and maintaining positive relationships with the community, including local Home Care and Health Care personnel/organizations.
- Adhering to the professional code of ethics of the Home Care industry.

Employer's Disclaimer

Evelyn Home Care LLC , is a home care that provides private-duty, non-medical care, including, but not limited to, home help, personal care and companionship services. You are employed as a caregiver to provide non-medical services to the clients of Evelyn Home Care LLC . The purpose of this Handbook is to provide you with an overview of the employment policies, procedures and benefits of Evelyn Home Care LLC . It is a summary only and, as such, is not meant to be all inclusive. This handbook is not to be viewed as an employment contract, express or implied, and it does not guarantee employment for any specific length of time. While it is hoped that our employment relationship will be long-term, either Evelyn Home Care LLC , or the employee can end the relationship at any time, with or without notice, with or without reason, to the extent allowed Indiana law. Evelyn Home Care LLC , reserves the right to change employment policies, procedures, benefits or the Handbook at any time without notice. It is the responsibility of the employee to stay abreast of policy. Evelyn Home Care LLC , will make every effort to notify employees of any policy changes, additions or deletions. All changes will immediately become a part of this Handbook.

Table of Contents

Welcome

Purpose of Handbook

Overview

Organizational Structure /Leadership Team
Equal Opportunity / Accommodation of Disabilities
Employee Responsibility
Discrimination, Harassment and other unlawful Conduct

Employee Rights and Responsibilities

Employee Conduct
Patient Relations
Confidential Information
Punctuality and Attendance

Payroll Procedures

Merit Review/Pay Increase
Payroll Period
Hours of Operation
Overtime
Timekeeping
Payroll Deductions

Human Resources Issues

Employee Classifications/Status
New/Probationary Employee
Attendance/Punctuality
Drug and Alcohol Policy
Employee Safety
Corrective and/or Disciplinary Action
Protection Against Retaliation
Workers Compensation Insurance
Leave Policy
FMLA/Leave of Absence
Returning to Work
Religious Holidays and Accommodations
Parental Leave
Jury Duty/Court Leave
Voting
Military Leave

OVERVIEW

EQUAL EMPLOYMENT OPPORTUNITY

Evelyn Home Care LLC , is an equal opportunity employer and will not discriminate against any applicant or employee on the basis of age, race, color, religion, sex, national origin, disability, or other legally protected status. In an effort to further our policy of equal employment opportunity, we will ensure that qualified applicants are employed, and qualified employees are treated during employment without regard to age, race, color, religion, sex, national origin, disability, or other legally protected status. This policy extends to all terms, conditions, and privileges of employment (including hiring, job assignment and training, promotion, compensation and benefits, and termination), as well as the use of Evelyn Home Care LLC , facilities and participation in all activities sponsored by Evelyn Home Care LLC .

ACCOMMODATIONS OF DISABILITY

It is our policy to base selection and other employment criteria on job-related reasons and to make reasonable accommodations to assist otherwise qualified disabled applicants and employees in meeting these criteria once we are made aware of their disabilities and provided that the accommodations do not cause an undue hardship for Evelyn Home Care LLC . For purposes of this policy, **“qualified disabled applicants and employees”** include applicants and employees who have a mental or physical impairment that substantially limits one or more major life activities and who meet the skill, experience, education, and other job-related requirements of a position desired or held and can perform the essential functions of the job, with or without reasonable accommodation. We reserve the right to require medical documentation of a disability.

If you have a disability that will require an accommodation to perform an essential function of a job desired or held, it is your responsibility to notify the Chief Executive Officer of the disability and of the need for an accommodation. We then can work with you to try to provide a reasonable accommodation, taking into consideration your specific condition and the operational requirements of and financial cost and expense to Evelyn Home Care LLC among other factors. Please be aware that although we would like to keep employment opportunities open for qualified individuals, we will not be able to accommodate an applicant or employee who poses a significant risk to the health or safety of himself or herself or others in the workplace (including patients and coworkers) if a reasonable accommodation will not eliminate or reduce the risk.

UNIFORMED SERVICE

Evelyn Home Care LLC also will not discriminate or take adverse action against any individual who is a member or applies to become a member of a uniformed service, performs or applies to perform uniformed service, or has an obligation to perform uniformed service and will not deny such an individual initial employment, re-employment, retention in employment, promotion, or any benefit of employment on the basis of this status.

EMPLOYEE RESPONSIBILITY

In order to promote an atmosphere that is free of any form of discrimination, intimidation, or harassment, we depend on you, our employees, to show respect for your coworkers. Helping to create a work environment where everyone can feel comfortable, and welcome is an important part of each employee's job.

DISCRIMINATION, HARASSMENT, AND OTHER UNLAWFUL CONDUCT

Discrimination, harassment, or other unlawful conduct involving any employee of Evelyn Home Care LLC , in the

employment relationship will not be tolerated. Discrimination, harassment, retaliation, coercion, interference, or intimidation of an employee due to his or her age, race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), national origin, disability, or other legally protected status, or that of an employee's relatives, friends, or associates, is strictly forbidden.

Discrimination

Discrimination is the exercise of bias, preference, or prejudice in making employment decisions, taking employment actions, or in the treatment of applicants and employees, based on an applicant's or employee's immutable characteristics. It is illegal to discriminate against any applicant or employee on the basis of age, race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), national origin, disability, or other legally protected status. Prohibited discrimination extends to all terms, conditions, and privileges of employment (including hiring, job assignment and training, promotion, compensation and benefits, and termination), as well as the use of Evelyn Home Care LLC facilities and participation in all activities sponsored by Evelyn Home Care LLC .

Sexual Harassment

Sexual harassment does not require physical contact but involves conduct that merely creates an unwelcome environment. It includes unwelcome sexual advances, requests for sexual favors, and another verbal or physical contact of a sexual nature when submission to the conduct is made a term or condition of an individual's employment (either explicitly or implicitly), when submission to or rejection of the conduct is used as the basis for employment decisions affecting the individual, or when the conduct is sufficiently severe, persistent, or pervasive to interfere with an individual's work performance or to create an intimidating, hostile, or offensive working environment. Other forms of sexual harassment include unwanted hugs, kisses, touches, assault, leering, making sexual gestures, displaying sexually suggestive or pornographic objects or pictures, cartoons, or posters, and verbal abuse of a sexual nature including graphic, verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes, or invitations making or using degrading comments, epithets, slurs, or jokes. Occasional compliments of a socially acceptable nature do not constitute sexual harassment.

Other Unlawful Conduct

Other unlawful conduct may consist of verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her age, race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), national origin, disability, or legally protected status, or that of his or her relatives, friends, or associates, and that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of interfering unreasonably with an individual's work; or otherwise adversely affects an individual's employment opportunities.

Prohibition

Any act, comment, or behavior that constitutes discrimination, harassment, or other unlawful conduct is strictly forbidden and will not be tolerated of any employee, either on or off Evelyn Home Care LLC premises. This prohibition covers not only the relationships between employees of Evelyn Home Care LLC but also each employee's relationships with the patients of Evelyn Home Care LLC or with the employees of other companies encountered in the course of performing the duties of his or her job.

Reports and Investigations

Employees, without any fear of reprisal, have the responsibility to bring any form of discrimination, harassment, or other unlawful conduct (whether by a coworker, physician, patient, or someone else encountered while performing their job duties) to the attention of their care supervisor or care coordinator so that a prompt investigation may be begin into the circumstances of the incident and the alleged conduct. If you do not feel comfortable reporting suspected discrimination, harassment, or other unlawful conduct to your care supervisor or the care coordination, you should contact the Chief Executive Officer. Any person who becomes aware of an incident of discrimination, harassment, or other unlawful conduct, whether by witnessing the incident or being told of it, should notify the

Chief Executive Officer of Evelyn Home Care LLC immediately.

Evelyn Home Care LLC will keep all information relating to allegations and investigations of discrimination, harassment, or other unlawful conduct as confidential as possible under the circumstances.

Employee Rights & Responsibilities

EMPLOYEE CONDUCT

Evelyn Home Care LLC maintains that certain rules and regulations regarding employee behavior are necessary for the efficient operation of the Company and for the benefit and safety of all employees and the persons. Conduct that interferes with operations or is offensive is not acceptable. Each supervisor is responsible for communicating the Company's standards of conduct and for ensuring compliance.

Practice

The following is a list of actions which will be a violation of this policy and subject to corrective:

1. Any acts of disrespect, exploitation, abuse, and/or neglect toward the individuals we serve.
2. Contributing to the delinquency of the individuals we serve, including engaging in sexual misconduct. Fraternalism between staff and the persons we serve is strictly prohibited.
3. Fighting with abusive, disrespectful, or threatening conduct or speech towards any individual(s) we serve, fellow employee(s), supervisory staff, vendors, or visitors.
4. Failure to immediately report cases of actual or suspected abuse/neglect or any incident of a reportable nature to a supervisor or other management person.
5. Theft, unauthorized removal, wrongful possession, mishandling, or deliberate destruction of property, merchandise, equipment, or possessions belonging to the individuals we serve, fellow employees, or the Company.
6. Unlawful manufacture, distribution, dispensation, possession, sale, purchase, or use of illegal drugs, controlled substances, or alcohol while on the job, on Company-owned, leased, or -controlled property or while operating Company-owned, -leased, or controlled equipment or vehicles
7. Intentional or flagrant insubordination or refusal to follow work instructions.
8. Failure to follow safety rules and/or health practices.
9. Possession or use of a firearm, illegal knife, explosive, or any other prohibited weapon of any kind while on Company-owned, -leased, or -controlled property or while operating Company-owned, -leased, or -controlled equipment or vehicles.
10. Deliberate falsification or alteration of any official Company document or form, including time card, employment application, physician's statements, etc.
11. Unauthorized absence from the work area
12. Unreported absences
 - a. Unreported absences of two (2) consecutive scheduled work days without directly notifying the supervisor on duty will be considered as job abandonment (extenuating circumstances may be considered) and reported as a voluntary resignation. (Eligible employees must be provided COBRA election information.)
 - b. In Home Care operations, one (1) unreported absence may result in termination for an employee providing care at a client's home, as determined by the needs and expectations of the client being served.
13. Disclosure of confidential information to unauthorized persons in violation of Company policy
14. Dissemination of maliciously false or malicious information about the Company, employees, or the individuals we serve
15. Sleeping during working hours.
16. Gambling on Company premises.

17. Substantiated acts of harassment, including such conduct as slurs, jokes, intimidation, or other verbal
18. or physical attacks upon a person because of their race, color, religion, sex, national origin, age, disability, or veteran status.
19. Substantiated acts of discrimination which deny equal treatment in all terms, conditions, and privileges of employment because of an individual's race, color, religion, sex, national origin, disability, veteran status, political affiliation, or genetic information.
20. Improper use of Company communications systems and equipment, which includes any misuse such as harassing, offensive, demeaning, insulting, defaming, intimidating, or sexually suggestive written, recorded, or electronically transmitted messages.
21. Using Company time and resources for personal gain unrelated to employment with the Company.
22. Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform assigned tasks or training or failure to discharge duties in a prompt, competent, and reasonable manner, failure to provide the required failure to perform assigned tasks or training or failure to discharge duties in a prompt, competent, and reasonable manner, failure to provide the required supervision of the individuals we serve, or if appropriate, failure to remain awake and alert during work.
23. Prohibited from working in healthcare (such as expired or revoked license/certification) or excluded from Medicare or Medicaid participation.
24. Transporting an individual, we serve to the employee's home or on a personal errand without prior supervisory approval.
25. Violations of the Code of Conduct.

The following is a list of actions subject to corrective action depending on the progressive discipline step of the employee:

1. Failure to comply with written or verbal work instructions by a supervisor or management person which is not conclusively interpreted as intentional insubordination.
2. Smoking in prohibited areas
3. Failure to report reasons for absence or tardy on a timely basis.
4. Disregard for time reporting/attendance procedures
5. Abusive or negligent use of tools or equipment.
6. Failure to wear clean, neat, appropriate clothing.
7. Careless or blatant waste of materials.
8. Distribution of literature and/or soliciting during working time (does not include off-duty periods such as breaks or meal times).
9. Posting unauthorized notices.
10. Unauthorized passengers, improper parking of motor vehicles, reckless driving, speeding, and violation of motor vehicle laws while operating Company vehicles or personal vehicles while conducting Company business.
11. Excessive absenteeism or tardiness, excluding leaves authorized by the Company or law.
12. Presence in Company facilities during non-work hours without prior approval.
13. Unauthorized extended meal or break periods.
14. Excessive medication administration errors.
15. Receiving visitors at the workplace without supervisory approval
16. Failure to follow and adhere to ResCare policies and practices.

It is impossible to compile a listing of all violations subject to corrective action; however, the examples above are illustrative of the type of behavior that will not be permitted but are not intended as an all-inclusive listing. Any

questions in connection with this policy should be directed to the management team. Evelyn Home Care LLC , reserves the right to increase or decrease the penalties for offenses described above for reasons that, in Evelyn Home Care LLC 's judgment, are appropriately considered. Nothing in this policy is intended, nor shall it be interpreted, to modify the at-will nature of employment at Evelyn Home Care LLC or to create a contract of employment.

PATIENT RELATIONS

As an employee and representative of Evelyn Home Care LLC you deal with patients either personally or via the telephone on a daily basis. Patients must be treated with understanding, respect, and genuine friendliness. You are here to provide patients with a service and should keep that in mind at all times.

A client's favorable impression of Evelyn Home Care LLC is extremely important and is the primary step in forming patient confidence. Conversely, an unfavorable impression leads to a lack of confidence, making quality professional care more difficult to deliver. Many patients visiting Evelyn Home Care LLC are under stress; however, most will respond favorably to courtesy and consideration. Treatment can be more effective, and our jobs made easier, by maintaining a friendly and courteous relationship with patients at all times.

Employees are encouraged to use the patient's name often, either in person or via telephone and to answer the telephone giving their first name. Patients want to identify with a person, not a voice. Employees are encouraged, when answering the telephone, to use a professional tone when addressing patients, physicians, and other persons.

CONFIDENTIAL INFORMATION

Client Information

All information concerning the clients of Evelyn Home Care LLC is highly confidential. Information regarding patients cannot be revealed to any other person, even to a spouse or other member of the patient's family, if the person has not first been authorized by the patient through his or her written consent, or such disclosure has been authorized by the appropriate physician, designated management representative, or if required to do so by law, and then only to the extent authorized or required. Patients' matters must never be discussed outside the workplace and must not be discussed within the workplace except as required. One of the most important aspects of this duty of confidentiality is proper safeguarding of patient records. Not only is medical information about a patient to be protected from disclosure, but each patient must believe and have confidence that this protection is adequately provided. One patient should not hear discussions concerning another patient's condition, nor should he or she be allowed even temporary visibility of another patient's records. All employees must exercise extreme care that causal statements relating to the patients of Evelyn Home Care LLC are not made outside the workplace, even to spouses. All records, notes, reports, or other documents compiled about our patients will remain part of our confidential records. During the orientation process you will be required to sign an Acknowledgement of Receipt of Notice of Privacy Practices.

Evelyn Home Care LLC Information

No employee, without the approval of Chief Executive Officer, may disclose any confidential information concerning the property, business, affairs, and internal operations of Evelyn Home Care LLC that comes to his or her attention. This includes personal or identifying information about any employee or physician (such as name, address, telephone number, or salary). No employee, under any circumstances, may use such information to advance the financial or other private interests of himself or herself or others. While employed by Evelyn Home Care LLC you may disclose and use such information as is provided by Evelyn Home Care LLC for the purpose of performing your job duties, only to the extent authorized by designated management personnel or as is required by law to be disclosed. If you are questioned by someone outside Evelyn Home Care LLC and are concerned about the appropriateness of providing certain information, remember that you are not required to answer and that we do not wish you to do so. Instead, as politely as possible, refer the request to the Chief

Executive Officer.

Consequences of Disclosure

Violation of the terms or spirit of this duty of confidentiality can seriously injure our reputation and effectiveness and therefore, can result in immediate disciplinary action, up to and including termination. Your employment with Evelyn Home Care LLC assumes an obligation to maintain confidentiality, even after you leave employment with Evelyn Home Care LLC .

PAYROLL

General

The Evelyn Home Care LLC compensation structure is designed to attract and retain qualified employees by paying wages that are competitive in the job market and providing financial rewards for superior performance. The company strives to make a uniform compensation structure both within and across departments, that establishes a salary or hourly wage for each job position commensurate with,

- the abilities, skills, education, and experience requirements of the job position; and
- the duties and responsibilities of the job position.

Ultimate authority for setting the above-mentioned structure lies with the Chief Executive Officer.

The Evelyn Home Care LLC annual performance review program provides the basis for administering the compensation structure in a uniform and equitable manner.

PAY PERIODS

For payroll purposes, the workweek begins at 12:01 a.m. on Monday and ends at midnight on Sunday. All employees are paid bi-weekly (on the Friday following the last day of a pay period). If you are paid by check, your paycheck will be distributed to you at the office. If you wish, you may be paid through direct deposit to an account of your choice. The direct deposit will be made so that it is available to you on your exact payday. If you feel there has been an error made in your paycheck, you should report it immediately to your Office Manager.

PAY DECREASES

On occasion, a demotion or transfer may result in a pay decrease. An employee may be demoted or transferred (1) at the request of the employee, to be relieved of job responsibilities or given a lower classification; or (2) at the discretion of Evelyn Home Care LLC based on the employee's inability to perform his/her job position adequately or the business needs of Evelyn Home Care LLC . Any pay decrease associated with a demotion or transfer is determined at the discretion of Evelyn Home Care LLC based on the circumstances involved.

HOURS OF OPERATION AND WORKING HOURS

The policy of Evelyn Home Care LLC is to establish hours of operation and working hours as required by workload, staffing requirements, and patient needs. The standard hours of operation for the administrative offices of Evelyn Home Care LLC are Monday through Saturday, from 9:00 a.m. to 6:00 p.m., Major Holidays closed. The standard employee work schedule consists of five 8-hour days (40 hours per week), excluding lunch or meal periods. This work schedule may be altered, depending on practice needs, to allow for a flextime schedule of four 10-hour days (40 hours per week). Flextime or other special work schedules must be approved by the Office Manager. Your working hours (including any evening or weekend duties) will be set and communicated to you by your Care Coordinator through the posting of a schedule, delineating daily work hours and lunch or meal periods. This schedule is subject to change, from time to time, to meet a physician's or a patient's needs. Lunch or meal periods may be established for 30 minutes or one hour by the Office Manager. The lunch or meal period is in addition to the hours of work used to determine the length of the work day and is not compensated. Should you have any questions concerning your work schedule, please ask your supervisor or Office Manager.

OVERTIME

The general policy of Evelyn Home Care LLC is to avoid overtime, but on some occasions, office emergencies and/or the volume of work may make it necessary for you to work beyond your regular hours. We will try to advise employees of overtime needs as far in advance as possible. You should discuss your workload with your supervisor and obtain his or her approval for the overtime. No employee should work overtime unless it is authorized. For all non-exempt employees, overtime for hours worked in excess of 40 hours per workweek will be paid at one and one-half times the employee's regular rate of pay. Overtime will not be paid unless an employee has worked more than 40 hours in a workweek, even if the employee is regularly scheduled to work fewer than 40 hours. PTO or other time away from work that is compensated by Evelyn Home Care LLC will not be counted as hours worked for purposes of calculating overtime, unless an employee actually works on that day. Employees who are exempt from the overtime provisions of the FLSA will not be paid for overtime, regardless of the number of hours worked in a workweek. Compensatory time off in lieu of overtime pay is not available.

TIME RECORD KEEPING

Federal and state laws require Evelyn Home Care LLC to keep accurate records of the hours an employee works, and the employee's time card/time clock system or time sheet accomplishes this. With the exception of physicians, employees must record their time when they start working, any time they leave Evelyn Home Care LLC premises for non-business reasons and upon their return, and at the end of the workday when they finish working. Please remember to record your time. Do not swipe someone else's time card or have someone else swipe your time card. Should you forget to record your time or make an error on your time card or time sheet, you should notify your supervisor or Office Manager as soon as possible, so that the time worked may be recorded or corrected and authorized. Both you and your supervisor or Office Manager will need to initial any corrections. All socializing, eating, and any other personal activity should be performed prior to recording your time. An employee should only record his or her own time. Recording hours worked on another employee's time card or time sheet, tampering with another employee's time card or time sheet, or allowing someone to record time on your time card or time sheet is a violation of Evelyn Home Care LLC rules and may result in disciplinary action, up to and including termination, both for you and for the other employee. Employees are not permitted to, and should not work, "off the clock."

PAYROLL DEDUCTIONS

Only amounts required or permitted by law and those authorized by you will be deducted from your paycheck. Should you have any questions concerning deductions from your paycheck, you should the Office Manager or the Chief Executive Officer. We encourage a policy of no deductions other than employment-related deductions and may deny an employee any deduction request. All paychecks are required by law to reflect deductions for federal income taxes, state income taxes, and Social Security and Medicare taxes. The amount of these deductions will depend on your earnings and the information you furnish on your W-4 form regarding the number of allowances you claim. The W-2 form you receive each year will indicate how much of your earnings were deducted for these purposes. Any change in name, address, marital status, or number of dependents must be reported by you to the Office Manager immediately to ensure proper credit for tax purposes. Your paycheck also may reflect certain court-ordered deductions that we are required to honor, such as child support payments or garnishments for payment to creditors. Evelyn Home Care LLC will give you written notification of any orders for these types of deductions received by Evelyn Home Care LLC. Your paycheck may reflect other deductions authorized by you, such as premiums for insurance coverage. All deductions will be listed for your information.

HUMAN RESOURCES

EMPLOYEE CLASSIFICATIONS/STATUS

Certain employees are covered by the minimum wage and overtime provisions of the Fair Labor Standards Act

("FLSA") and others are not covered. The classification or distinction, referred to as "non-exempt" and "exempt," depends upon the type of work the employee performs. In most instances, employees covered under the minimum wage and overtime provisions of the FLSA are compensated on an *hourly* basis and are considered "non-exempt" employees. There are some employees who are exempt from the minimum wage and/or overtime provisions of the FLSA and are considered "exempt" employees. These employees are usually paid on a *salaried* basis. Some policies herein (e.g., the overtime policy) do not pertain to "exempt" employees. In addition, employees are assigned a full time or part time status for the purposes of record keeping, compensation, and benefits. The employee's status is based on the number of hours per week the employee is regularly scheduled to work, as follows:

- Employees scheduled to work 32-40 hours per week are full time status; employees scheduled to work less than 32 hours per week are part time status.
- Employees are allowed to change status (from full time to part time, or vice versa) when approved by the Office Manager. Upon approval, the change of status is forwarded to the Director of Human Resources for processing.

New/Probationary Employees

Business factors such as prior experience, education level, and job responsibilities are used to determine a new/probationary employee's beginning level of compensation. In rare circumstances, a new/probationary employee's job responsibilities may change or increase substantially during the probationary period, or the employee may demonstrate exceptional job performance during the probationary period. In these circumstances, at the completion of the probationary period, the Chief Executive Officer may evaluate the new/probationary employee's compensation and adjust it as appropriate. A new employee will be in their probationary period during their first 90 days of employment. If there is a lapse in employment during this period at the discretion of management the probationary period may restart. During the probationary period of employment, the employee may be terminated at any time. The employee's performance will be evaluated by management prior to the expiration of the probationary period.

Dress Code

As a representative of **Evelyn Home Care LLC** , a professional image **MUST** be maintained at all times. This includes all working hours and also times outside of working hours whenever in an identifiable **Evelyn Home Care LLC** , uniform or vehicle.

- The employee must wear a neat and clean uniform during working hours unless approved by the company to do otherwise.
- Appropriate pants or skirts may accompany the uniform top.
- If required, an appropriate undershirt, shirt, turtleneck or blouse may be worn underneath the scrub uniform.
- Jeans, sweatpants or ragged clothing is not acceptable.
- Shoes must be closed soles with good traction and support. Sandals, sock feet or bare feet is not acceptable.
- Hair should be clean and pulled back so as not to impede the employee's vision or touch the customer.
- In keeping with environmental sensitivities, the wearing of fragrances such as perfume or strong lotions or scents is not acceptable.
- Where required such as when toileting or bathing a client, aprons or gloves as supplied by the company should be used.
- No long fingernails allowed. Fingernails should be no longer than ½ inch.

ATTENDANCE & PUNCTUALITY

Evelyn Home Care LLC expects regular attendance at work from its employees. This means that you must be at

work on time each regularly scheduled workday -- fully able and ready to work -- and that you remain at work through the completion of your scheduled shift. You are part of a team, and getting the job done depends on every employee being in the right place at the right time. We recognize that there are justifiable reasons for being absent from, late to work, or leaving work early and we follow a policy of granting reasonable requests for excused absences or tardiness. However, Evelyn Home Care LLC assumes that employees are available to work on a consistent basis. If an employee's rate of absenteeism, tardiness, or leaving early is excessive, the employee may be subject to disciplinary action, up to and including termination. In addition, attendance will be reflected on the employee's annual performance evaluation and may affect the overall evaluation score, and in turn, any compensation adjustments.

Please review the below for different circumstances:

- A.** Work schedules, including work days and starting/stopping times, are established by the department supervisor based on business needs. The department supervisor is responsible for communicating work schedules to employees in a timely manner. An employee should notify the department supervisor immediately if unable to work his/her scheduled time or if the employee wishes to take time off from work, via the Employee Punch Correction/Adjustment/Days-Off Request/Hours Allocation Form.
- B.** Authorized absences are defined by Evelyn Home Care LLC's (and applicable state/provincial laws [for Canada operations] and labor union contracts) policies for Planned Time Off (PTO), holidays, Emergency Leave Reserve (ELR), funeral leave, jury duty, voting time, relocation, military leave, general leave of absence, family medical leave, short-term disabilities, worker's compensation, and accommodations per the Americans with Disabilities Act. Time off from work is unpaid unless the Company has established a specific policy providing pay for time off and an employee meets those policy or benefit requirements.
- C.** Employees must report any absence or tardy to their immediate supervisor or other designated individual that specific day at least two hours before the beginning of their shift, unless an operation's policy or labor union contract specifies differently. If an employee does not call before the recommended two hours, the absence/tardy will be classified as a no call/no show for documentation purposes. Extenuating circumstances will be considered and evaluated by the immediate supervisor and Human Resources Representative.
- D.** Only employees can report or call-in incidents of absence or tardy to their supervisor or another designated individual. The only exception to this rule will be in the case of an emergency, such as hospitalization, death, etc. If tardy, the employee must report immediately to his/her immediate supervisor or another designated individual upon arriving to work. Failure to follow these reporting procedures will result in the absence or tardy being classified as unexcused absence.
- E.** Employees are expected to be in their work areas and ready to begin work at their scheduled starting time. Tardiness is defined as arriving at the work site late and/or leaving work early without the supervisor's permission. (Leaving before half the work shift is complete is considered a complete absence). For payroll purposes only, employees arriving eight (8) minutes or later after their scheduled starting time will be classified as tardy. However, employees whose jobs require a specific start time and/or tasks that must be started at a specific time will be considered tardy if not in their work area and beginning work at the scheduled time. Non-exempt employees who either arrive late or leave early from work will not be paid for time not worked. Three unexcused tardies are equivalent to one unexcused absence. Excessive tardiness is defined as three (3) or more occurrences in a calendar month and is subject to progressive corrective action, up to and including termination.
- F.** Excessive absenteeism is defined as an unauthorized absence (when an employee misses more than half of his/her scheduled work shift) or a pattern of absences (such as calling in sick on multiple Fridays/Mondays or days before or after a holiday or planned time off) that interferes with the operation's ability to provide quality service. Excessive absenteeism is subject to progressive corrective action, up to and including termination

G. Employees who are unable to perform their assigned job responsibilities because of excessive periodic absences may also be discharged for non-performance.

An absence that involves incapacity of three or more consecutive calendar days will require submission of documentation from a health care provider.

This statement must include the duration of the incapacity of the employee, including the date the employee may return to work. If the absence qualifies for FMLA.

The Company has and will continue to give consideration to any and all reasons which employees submit to justify their absences/tardies. Any employee who is absent/tardy without a justifiable reason (see Section B) will be subject to progressive correction action in accordance with the following procedure:

1. 3 unexcused tardies = 1 unexcused absence
2. 3 unexcused absences = Progressive Corrective Action Step.

Multiple days of continuous absences will be counted as a single occurrence provided that the proper call-in procedure was followed by the employee.

Call In:

tardies are equivalent to one call in. You are considered late 7 minutes or more past your scheduled start time.

1st call in will result in a verbal warning.

3rd call in written warning.

5th call in termination.

No-Call-No-Show

If any employee fails to clock-in for their scheduled shift and does not notify their supervisor 2 hours before the start or 2 hours after the start of the shift, it will be considered a no-call-no-show. Any employee who has 1 no-call-no-show is subject to corrective action including immediate termination.

Attendance infractions are calculated on a 12-month rolling calendar year.

- H. The Care Coordinator is responsible for the implementation of attendance procedures. The Office Manager, Care Supervisor or designee is responsible for maintaining attendance records. If an attendance issue arises, supervisors should confer with the Chief Executive Officer or designee prior to taking corrective action.
- I. Job abandonment occurs when an employee is absent for two (2) consecutive scheduled work days without prior notice to or approval from his/her immediate supervisor (no call/no show). The employee is reported as a voluntary termination from the Company. Consideration will be given if extenuating circumstances prevented the employee from properly calling in; however, these exceptions must be approved by the Care Supervisor and Chief Executive Officer.

DRUG AND ALCOHOL POLICY

The employees of Evelyn Home Care LLC are its most valuable resource. We believe that all employees have the right to work in a drug- and alcohol-free environment. Evelyn Home Care LLC will not tolerate any prohibited drug use or alcohol misuse that jeopardizes the safety of its employees, patients, or others at the workplace or threatens our operations or competitiveness. For purposes of this policy, the term "**prohibited drugs**" means any "controlled substances" as defined at 21 U.S.C. § 802 and listed on Schedules I through V of 21 U.S.C. § 812, as revised from time to time, and as defined by other federal laws and regulations. Generally, these are drugs which

have a high potential for abuse and include but are not limited to marijuana, opiates, cocaine, amphetamines, and phencyclidine. Also included within this definition are any other drugs that are illegal under federal, state, or local law, legal drugs that have been obtained illegally or are not being taken as prescribed by a licensed physician, and substances that are not intended for human consumption (Such as glue). For purposes of this policy, the term **"alcohol"** means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl and isopropyl alcohol. **"Workplace"** includes the buildings, grounds, and parking lots of Evelyn Home Care LLC , or any other location where the business of Evelyn Home Care LLC is being performed or carried out.

A violation of this policy occurs when any employee:

- Engages in the unauthorized manufacture, distribution, possession, sale, purchase, or use of any prohibited drug or alcohol, or is under the influence of any prohibited drug or alcohol, while at the workplace, while in an Evelyn Home Care LLC vehicle, while at work or during working hours, or while representing Evelyn Home Care LLC away from the workplace, except for the reasonable use of alcohol in a business/social setting.
- Manufactures, distributes, dispenses, possesses, sells, purchases, or uses prohibited drugs away from the workplace in a manner that adversely affects the employee's work performance, his or her or others' safety at the workplace, or Evelyn Home Care LLC 's regard or reputation in the community.
- Manufactures, distributes, dispenses, possesses, sells, purchases, or uses alcohol away from the workplace in a manner that adversely affects the employee's work performance or his or her or others' safety at work; or,
- Stores any prohibited drug or unauthorized alcohol in a locker, desk, vehicle, or other repository owned or leased by Evelyn Home Care LLC or located at the workplace.

Commission of any of the above violations can result in disciplinary action, up to and including termination. Like-wise, at its sole discretion and in lieu of or in addition to taking disciplinary action against an employee, Evelyn Home Care LLC may refer the employee to a substance abuse professional for evaluation and possible assistance. The employee will be expected to comply with any program prescribed by the substance abuse professional as a condition of his or her employment. In addition, Evelyn Home Care LLC may require the employee to sign and adhere to a Last Chance Assistance Agreement or similar agreement in the form provided by Evelyn Home Care LLC .

EMPLOYEE/CLIENT SAFETY

Purpose

To provide an immediate and accurate report of all unusual occurrences occurring to patients for the purpose of providing necessary reporting to appropriate governing agencies to aid in identifying areas where system or procedural weaknesses occur and decisive action may be required (system revision, education, counseling, etc.) to ensure the safety of employees, students, volunteers, patients, and visitors.

An incident report is required to be completed when an event or happening occurs that is not consistent with routine operation. An "incident" includes, but is not limited to,

Alleged, suspected, or actual abuse, neglect, or exploitation of an individual. The provider shall do the following:

1. Alleged, suspected, or actual assault or abuse by an individual.
2. The death of an individual
3. A residence that compromises the health and safety of an individual due to any of the following:
4. A significant interruption of a major utility.
5. An environmental, structural, or other significant problem.

6. Environmental or structural problems associated with a dwelling where individuals reside that compromise the health and safety of the individuals.
7. A residential fire resulting in any of the following:
 - a. Relocation.
 - b. Personal injury.
 - c. Property loss.
 - d. Suspected or observed criminal activity by:
 - e. a staff member, employee, or agent of a provider.
 - f. a family member of an individual receiving services; or
 - g. the individual receiving services; when the care of the individual is impacted or potentially impacted.
8. Injuries of unknown origin.
9. Suicidal ideation or a suicide attempt that had the potential to cause physical harm, injury, or death.
10. A major disturbance or threat to public safety created in the community by the individual. The threat can be:
 - a. toward anyone, including staff; and
 - b. in an internal setting; and
 - c. need not be outside the individual's residence.
11. Admission of an individual to a nursing facility, excluding respite stays.
12. A significant injury to an individual, including, but not limited to, the following:
13. A fracture.
14. A burn greater than first degree.
15. Choking that requires intervention.
16. Contusions or lacerations.
17. An injury that occurs while an individual is restrained.
18. Police involvement when there is an arrest.
19. A missing person.
20. Inadequate staff support for an individual, including inadequate supervision, with the potential for endangering the health or welfare of the individual.

Procedure

Who must file: An employee who becomes aware of or involved in an injury/accident or incident during workhours for Evelyn Home Care LLC , is responsible for completing and filing an incident report and notifying the Care Supervisor, Office Manager or Executive Director immediately. If the individual is unable to complete the incident report, he or she must still report the incident verbally to Care Supervisor, Office Manager or Executive Director who will then complete the incident report.

If the individual involved in the incident is a patient or visitor, the staff member witnessing, or who is notified of, the incident must complete the incident report.

When must report be filed: Employee injuries/accidents (e.g., needle sticks) or exposures should be reported **immediately** on an incident report form, and the employee also should report the injury or exposure **immediately** to his or her supervisor. The incident report should be forwarded to the Office within 24 hours of the time of the incident.

CORRECTIVE AND/OR DISCIPLINARY ACTION

Every employee is responsible for observing the policies, procedures, and standards of conduct established by Evelyn Home Care LLC . The primary purpose of this policy is to ensure conformance with the established rules and regulations of Evelyn Home Care LLC and to promote efficient and effective patient care. Generally

speaking, we expect each person to act in a mature and responsible way at all times. However, to avoid any possible confusion, some of the most obvious unacceptable activities are noted below. For purposes of this policy, **"Evelyn Home Care LLC premises"** include the buildings, grounds, parking lots, and vehicles of Evelyn Home Care LLC . This designation also includes the living quarters of any client or resident affiliated with Evelyn Home Care LLC . Disciplinary actions, up to and including termination, may be taken in response to the following violations:

- **FALSIFYING** or altering personnel or other Evelyn Home Care LLC documents, records, or reports, obtaining employment on the basis of false or misleading statements, or misrepresenting the reasons for an absence.
- **REFUSAL** or inability to perform assigned duties, deliberately neglecting assigned duties, or poor, careless, or inefficient performance of assigned duties.
- **DISCOURTESY** to or difficulty in dealing with patients, fellow employees, or Evelyn Home Care LLC physicians.
- **THEFT** from Evelyn Home Care LLC , from a patient of Evelyn Home Care LLC , or from a fellow employee or physician; unauthorized possession or removal of any Evelyn Home Care LLC property, including documents, from Evelyn Home Care LLC premises without prior permission from management; or unauthorized use of Evelyn Home Care LLC property for personal reasons or for profit. Unauthorized use or removal of Evelyn Home Care LLC drug items and/or samples is considered theft.
- **SEXUAL** or other unlawful harassment, telling sexist or racial-type jokes, or making racial or ethnic slurs.
- **USING** Evelyn Home Care LLC 's supplies or equipment for unauthorized personal use, including telephones for personal calls.
- **VIOLATION** of or failure to observe security rules or practices, negligence, or intentional conduct which results or could result in damage to Evelyn Home Care LLC , patient, employee, or physician property or injury to yourself, a patient, or a fellow employee or physician.
- **FAILURE** to report to work, loafing, being absent from work without notifying your supervisor or the Office Manager in a timely manner, being late to work or in reporting back to work following the lunch break or other breaks, or unauthorized leaving of Evelyn Home Care LLC , C premises during working hours.
- **IMMORAL** or inappropriate conduct on Evelyn Home Care LLC premises or during working hours.
- **WILLFUL** or unnecessary waste, damage, abuse, or misuse of equipment, materials, supplies, or other property of Evelyn Home Care LLC or that of a patient, fellow employee, or physician, or removing equipment, materials, supplies, or other property of Evelyn Home Care LLC or that of a patient, fellow employee, or physician, from Evelyn Home Care LLC premises without permission.
- **POSSESSION** of weapons (including a handgun for which you have a valid permit), ammunition, firearms, firecrackers, or other explosives on Evelyn Home Care LLC premises or during working hours.
- **INSUBORDINATION** or refusing to obey the instructions of the Care Supervisor, Care Coordinator the Chief Executive Officer.
- **PERFORMING** personal tasks or attending to personal business during working hours.
- **USING** vulgar, profane, or abusive language toward a patient, a fellow employee, a member of management, or a physician at any time, whether on or off Evelyn Home Care LLC premises.
- **ABSENCE** from your work area without permission or entering Evelyn Home Care LLC premises at any time other than is customary for reporting to work without the prior permission of your supervisor, the Office Manager, or the Chief Executive Officer.
- **PROVOKING** or instigating a fight; fighting; or threatening, intimidating, or coercing patients, fellow employees, members of management, or physicians at any time, whether on or off Evelyn Home Care LLC premises, while engaged in Evelyn Home Care LLC duties, or while at any Evelyn Home Care LLC -sponsored event.

- VIOLATION of any confidentiality or non-disclosure agreement required by Evelyn Home Care LLC , including a breach of patient, physician, or employee confidentiality, or giving confidential or proprietary information of Evelyn Home Care LLC or patients to other organizations or employees without authorization.
- FAILURE to report an injury or patient incident.
- GOSSIPING and/or spreading rumors, engaging in behavior designed to create discord and lack of harmony at the workplace, interfering with another employee's performance on the job, or willfully restricting work output or encouraging others to do the same.
- POOR personal hygiene, creating or contributing to unsanitary conditions, or wearing improper clothing. This includes failing to wear the required name badge or wearing or otherwise using another employee's name badge.
- POSTING, removing, or altering notices on any bulletin board on Evelyn Home Care LLC premises without permission from designated management personnel.
- SMOKING in unauthorized areas or at non-designated times.
- GAMBLING in any form (including participating in lotteries) or the sale of tickets of any kind, without specific permission from the Chief Executive Officer on Evelyn Home Care LLC premises or during work hours.
- ACCEPTING or soliciting tips, gifts, or other donations from patients, physicians, or visitors.
- WORKING with an invalid professional license or certificate.
- CLOCKING-IN another employee's time card or having another employee to clock-in your time card.
- CONCEALING your own or a fellow employee's misconduct or inadequate performance.
- FAILURE to follow the policies and procedures in this Employee Handbook or any other rules and regulations applicable to the employees of Evelyn Home Care LLC .

These violations are not all-inclusive but serve to illustrate certain types of unacceptable behavior that may result in disciplinary action, up to and including termination. Appropriate disciplinary action also will be taken for violations of other provisions of this Employee Handbook or other policies of Evelyn Home Care LLC .

Protection Against Retaliation

Evelyn Home Care LLC will not in any way retaliate against an individual who makes a report of discrimination, harassment, or other unlawful conduct in good faith or who assists in an investigation. Retaliation is a serious violation of this policy and should be reported immediately. Any employee found to have retaliated against another employee in violation of this policy will be subject to disciplinary action, up to and including termination.

WORKERS' COMPENSATION INSURANCE

Workers' compensation insurance is carried by Evelyn Home Care LLC in accordance with applicable workers' compensation laws and regulations. Evelyn Home Care LLC pays the total cost of this program. Any work-related illness or accident must be reported to your immediate supervisor immediately, no matter how minor it may seem. In addition, if you are injured or become ill as the result of a work-related accident, you must give written notice to the Office Manager within 24 hours of the accident. If entitled by law to workers' compensation, you will receive payment from the insurance carrier under the direction of the Workers Compensation Board of Indiana. Failure to report a work-related accident in a timely manner may result in a denial of benefits.

REFERENCE TO BENEFIT PLANS

Benefits are a large part of an employee's total compensation and may play a prominent part in your personal and family financial planning. Therefore, **Evelyn Home Care LLC** tries to provide you with a benefit package that (1) is competitive with or better than others within the industry and in the communities where Evelyn Home Care

LLC has operations; (2) Evelyn Home Care LLC can financially support in both favorable and unfavorable economic times; and (3) best meets the most important needs of a majority of employees. Our benefits are reviewed periodically and may be modified as necessary.

LEAVE POLICIES

A - PAID LEAVE (Hourly and Salaried Employees)

1. PTO (Paid time off)

Evelyn Home Care LLC combines all paid leave (vacation, sick, bereavement, holiday, and personal time) into its PTO policy. PTO is accrued by full-time, permanent employees who work a minimum of 32 hours per week. Employees begin accruing PTO from the date of hire; however, eligibility to use PTO is not available until the 90-day probationary period has been satisfied. Any absence during the probationary period will be without pay for all hourly employees; however, accrued PTO may be used for holidays that fall within the initial 90-day probationary period. Employees may request leave when they have accrued sufficient PTO hours to cover the time requested. PTO is paid at the employee's current rate of pay. PTO does not accumulate on hours worked in excess of 80 or less than 64 per bi-weekly payroll period. A minimum one-week block of time should be taken per year. Evelyn Home Care LLC does not recognize comp time in lieu of using PTO. All requests for leave should be submitted, in advance, to the Care Coordinator. In the event of any potential conflict between employees whose simultaneous absence would create a hardship for the operations of Evelyn Home Care LLC, preference generally will be given to the employee with seniority in length of employment.

2. Holidays

Evelyn Home Care LLC recognizes the following holidays: New Year's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, and Christmas. *Holidays that fall on Saturday will be observed the preceding Friday; holidays that fall on Sunday will be observed the following Monday. Employees must use PTO to be compensated for these days. Evelyn Home Care LLC will comply with its obligations under Title VII of the Civil Rights Act to make reasonable accommodations for the religious beliefs of its employees for events such as religious holidays, pastoral duties, religious observance, and observation or mourning periods, as long as the accommodation does not cause an undue hardship.

ELIGIBILITY/TYPES OF LEAVE

FAMILY AND MEDICAL (FMLA) LEAVE

Leave provided under the Family and Medical Leave Act (FMLA) is available to all eligible employees of Evelyn Home Care LLC. In order to be eligible for FMLA leave, you must: (1) have worked for Evelyn Home Care LLC or a medical practice that now is a part or becomes a part of Evelyn Home Care LLC for at least 12 months, which need not be consecutive months; (2) have been employed for at least 1,250 hours of service during the 12-month period prior to the commencement of FMLA leave; and, (3) be employed at a worksite where 50 or more employees are employed by Evelyn Home Care LLC within 75 miles of that worksite.

If you are eligible for FMLA leave, you are permitted to take up to 12 weeks of FMLA leave during any 12-month period, measured forward from the date on which your first FMLA leave begins. Leave may be taken:

1. for the **birth** of a child, and to care for the newborn child;
2. for the **placement** of a child for adoption or foster care, and to care for the newly placed child;
3. to **care for a spouse, child, or parent with a serious health condition**; and,
4. due to a **serious health condition of the employee** that makes the employee unable to perform one or more of the essential functions of his or her job
5. any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty or
6. Twenty-six work weeks of leave during a single 12-month period to care for a covered service member with

a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

A **"serious health condition"** means an illness, injury, impairment, or physical or mental condition that involves:

- Inpatient care (an overnight stay) in a hospital, hospice, or residential medical care facility; or, Continuing treatment by a health care provider that includes any of the following:
- A period of incapacity of more than three consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves (1) treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services under orders of or on referral by a health care provider, or (2) treatment by a health care provider on at least one occasion that results in a regimen of continuing treatment under the supervision of the health care provider;
- Any period of incapacity due to pregnancy or for prenatal care.
- Any period of incapacity or treatment for incapacity due to a chronic serious health condition.
- A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective and for which you or your family member is under the continuing supervision of a health care provider; or,
- Any period of absence to receive multiple treatments (and any period of recovery from such treatments) by a health care provider or by a provider of health care services under orders of or on referral by a health care provider for (1) restorative surgery after an accident or other injury, or (2) a condition that likely would result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

SCHEDULING

Leave taken for any of these purposes by an employee who is eligible for FMLA leave will be designated as FMLA leave, even if the employee has not specifically requested FMLA leave. FMLA leave will run concurrently with any paid leave that you apply toward an FMLA absence. Your entitlement to FMLA leave for a birth or placement for adoption or foster care expires 12 months after the date of birth or placement, even though you may have additional FMLA leave available. Time away from work on a holiday that occurs during your FMLA absence will be counted as FMLA leave. FMLA leave may be taken intermittently or on a reduced leave schedule when medically necessary to care for a family member with a serious health condition or because of your own serious health condition. If you require intermittent leave or leave on a reduced schedule, you must try to schedule your leave so as not to disrupt our operations. We may require you to transfer temporarily to an available alternative position (including a part-time position) for which you are qualified, and which better accommodates recurring periods of leave than your regular position. The alternative position need not involve duties that are equivalent to the duties associated with your regular position. If you are transferred to an alternative position, you will receive equivalent pay (i.e., an equivalent rate) and benefits for your position prior to taking the leave; however, benefits based on time worked, such as PTO leave, will be reduced proportionately.

The combined total FMLA leave of employees within Evelyn Home Care LLC who are married to each other may not exceed 12 weeks during the applicable 12-month period if the leave is taken for the birth of a child or to care for the child after birth; for placement of a child for adoption or foster care, or to care for the child after placement; or to care for a parent with a serious health condition. This limitation does not prohibit either employee from taking additional FMLA leave for which he or she may be eligible, such as leave to care for a child with a serious health condition or because of a serious health condition of the employee.

EMPLOYEE NOTICES

If your need for FMLA leave is foreseeable, you must provide the Office Manager with at least 30 days' advance notice before the FMLA leave is to begin. If 30 days' advance notice is not practical or if your need for FMLA leave or its approximate timing is not foreseeable, notice must be provided as soon as practicable (normally within one or two workdays of learning of the need for leave.) Notice should be provided by you personally, or by your spouse, an adult family member, or another responsible person, if you are unable to provide notice personally. The notice must be sufficient to make us aware of your need for FMLA leave and of the anticipated timing and duration of the leave. Whenever possible, you should use the Leave Request Form in the form provided by Evelyn Home Care LLC . When planning medical treatment for which FMLA leave will be necessary, you should consult with the Office Manager and make every reasonable effort to schedule your leave so as not to disrupt the operations of Evelyn Home Care LLC , subject to the approval of your healthcare provider. This ordinarily should occur prior to scheduling treatment so that a treatment schedule which best suits the needs of both you and Evelyn Home Care LLC may be worked out. Employees who are out on FMLA leave are expected to report periodically to the Office Manager on their status and intent to return to work.

Compensation

Benefits

When you take FMLA leave you are required to apply any PTO leave that you have earned the opportunity to use toward your FMLA absence. PTO leave will not be applied toward your FMLA leave if you are receiving short-term disability or workers' compensation.

When you apply PTO leave toward your FMLA leave, you will be paid your regular salary or hourly rate of pay during the period of paid leave. Any FMLA leave that is not covered by short-term disability, workers' compensation, or PTO leave will be without pay.

MEDICAL CERTIFICATIONS

Certification of Health Care Provider. At or soon after the time you indicate a need for FMLA leave, Evelyn Home Care LLC will require you to furnish certification from your health care provider or the health care provider of your family member, as applicable, in the form of Certification of Health Care Provider provided by Evelyn Home Care LLC or

in another form acceptable to Evelyn Home Care LLC . The certification should be given to the Office Manager before any foreseeable FMLA leave begins. If this is not possible, or if your need for FMLA leave is not foreseeable, the certification must be provided within 15 calendar days of the date on which it is requested by Evelyn Home Care LLC or

as soon as reasonably possible under the circumstances. Failure to provide certification in a timely manner may result in a denial of foreseeable leave or a denial of the continuation of unforeseeable leave until the requested certification is provided. Second and third opinions may be required in some instances at Evelyn Home Care LLC expense. We will reimburse you for reasonable out-of-pocket travel expenses incurred in connection with obtaining a second or third medical opinion. You should provide documentation of these expenses (receipts, mileage information, etc.) to the Office Manager.

Recertification. Evelyn Home Care LLC may require you to provide medical recertifications, which generally will be requested no more frequently than every 30 days or after the minimum duration specified in your previous medical certification has passed, if the minimum duration exceeds 30 days. Recertification also may be required regardless of the length of an FMLA absence if you request an extension of leave (unless you are on FMLA leave due to pregnancy or a chronic or permanent/long-term serious health condition), if circumstances described in your original certification have changed significantly, or if Evelyn Home Care LLC has received information that casts doubt upon the continuing validity of your previous certification. Recertification must be provided to Evelyn Home Care LLC within 15 calendar days of the date it is requested or as soon as possible under the circumstances. Any recertification requested by Evelyn Home Care LLC ; will be at your expense.

Return to Work Certification. As a condition of returning to work after FMLA leave that was due to your own serious health condition, Evelyn Home Care LLC , may require you to obtain and present a return-to-work certification from your health care provider. If a return-to-work certification is required, it must be provided to the Office

Manager prior to your restoration to employment. Whenever possible, you should use the Return-to-Work Certification in the form provided by Evelyn Home Care LLC . The return-to-work certification will be at your expense.

Job Restoration

It is expected that following an FMLA absence, you will return to work. You will not be considered to have returned

to work unless you are back at work for at least 30 calendar days following FMLA leave or transferred to retirement directly from taking FMLA leave or within the 30-day return to work period.

As a general rule, when you return to work following FMLA leave, you will be restored to the same position that you held prior to the beginning of FMLA leave, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. Certain salaried, highly paid "key" employees maybe denied reinstatement following an FMLA leave if necessary to prevent substantial and grievous economic injury to Evelyn Home Care LLC 's operations.

You and your covered dependents will not be required to re-qualify for any benefits provided by Evelyn Home Care LLC ,

at the time your FMLA leave begins. The resumption of benefits upon your return from FMLA leave will be subject to any practice-wide changes in benefits that have taken place during the period of FMLA leave. Seniority status and leave benefits based on time worked (such as PTO leave) will not be awarded during the unpaid portion of your

FMLA leave; however, any benefits accrued prior to your FMLA leave and not applied to your FMLA leave will be restored upon your return to work. Please note that an employee has no greater right to reinstatement or to other benefits and conditions of employment upon return from FMLA leave than if the employee had worked continuously during the FMLA leave period.

Premium Charges

If you fail to return to work after your leave entitlement is exhausted or has expired, Evelyn Home Care LLC will charge you for 100% of the health insurance premiums for your coverage (including any dependent coverage) and will charge you for your share of any other insurance premiums that are paid by Evelyn Home Care LLC during any unpaid portion of FMLA leave. These charges will not be made if the reason you do not return to work is due to the continuation, recurrence, or onset of a serious health condition that would entitle you to leave under the FMLA, or other circumstances beyond your control prevent your return and you provide any medical certification of your or your family member's serious health condition that is required by Evelyn Home Care LLC . If you do not provide the medical certification within 30 days of the date it is requested by Evelyn Home Care LLC , or the reason for your failure to return to work is not a circumstance beyond your control, Evelyn Home Care LLC will be entitled to recover all insurance premiums which otherwise would be charged. Decisions to remain with a family member who no longer requires your care or to remain at home following the birth or placement for adoption or foster care of a child who does not have a serious health condition will not be considered beyond your control.

Employees must use PTO to be compensated for these days.

LEAVE OF ABSENCE

Evelyn Home Care LLC recognizes that, in extraordinary circumstances, an employee may need to be absent from work

for an extended period **with the intent to return to work**. In such circumstances, a leave of absence **may be** granted, in Evelyn Home Care LLC 's sole discretion, for the following reasons to regular employees who have

completed one year of employment:

1. medical reasons extending beyond FMLA leave requirements. A physician's verification of necessity for leave or an extension of leave will be required;
2. employees on workers' compensation status if other leaves have been exhausted;
3. compelling personal reasons. **Requesting a Leave of Absence**

A leave of absence must be requested in advance, with reasonable notice and proper supporting documentation provided to Evelyn Home Care LLC . A leave of absence that is granted, may be extended for additional periods not to exceed 30 days each. Extensions of leave must be approved by Evelyn Home Care LLC prior to the end of the current approved leave period.

Misrepresentation of facts concerning the need for a leave of absence, or an extension of such leave may result in disciplinary action, up to and including immediate termination from employment. Leaves of absence are not granted to permit gainful employment elsewhere. An employee may not enter into gainful employment while on a leave of absence.

RETURNING TO WORK

Employees returning to work after an approved leave of absence must notify their Office Manager at least two weeks in advance of their intended return date. Evelyn Home Care LLC will use its best efforts to return the employee to his or her regularly assigned position or to a position of similar responsibility and compensation; however, Evelyn Home Care LLC reserves the right, in its sole discretion, to place an employee returning from a leave of absence in a position which best suits the business needs of Evelyn Home Care LLC .

Employees returning to work after a leave of absence for medical reasons must provide their Office Manager/supervisor with a written release from their physician stating they have satisfactorily recovered and are able to resume the normal duties of their job.

RELIGIOUS HOLIDAYS AND ACCOMMODATION

Evelyn Home Care LLC will comply with its obligations under Title VII of the Civil Rights Act to make reasonable accommodations for the religious beliefs of its employees and applicants. Evelyn Home Care LLC will strive to make reasonable accommodations for such events as religious holidays, pastoral duties, religious observance, and observation or mourning periods, as long as the accommodation does not cause undue hardship to Evelyn Home Care LLC .

PARENTAL SCHOOL LEAVE

Any employee who is a **parent, guardian, or person standing in loco parentis** (person acting in the place of a parent) of a school-aged child is eligible to take school leave of up to four hours per year so that the employee may attend or otherwise be involved at that child's school. "School" includes (a) a **public school**; (b) a **private church school, church of religious charter, or nonpublic school** that regularly provides a course of grade school instruction; (c) a **preschool**; or (d) a **child care facility** that regularly provides day care for more than five children under the age of 13 (not including the operator's own children) at least once a week for more than four hours but

less than 24 hours a day. In order for school leave to be authorized, you must provide your supervisor with as much notice as possible before the time desired for the leave. Upon return from school leave, you may be required to provide the Office Manager with written verification from your child's school that you attended or otherwise were involved at that school during the time of the leave. You should use the Leave Request Form in the form provided by Evelyn Home Care LLC to request school leave.

School leave must be taken at a time mutually agreed upon between you and Evelyn Home Care LLC . Time away from work for school leave will be without pay, unless you apply PTO toward the absence or are paid on a salary basis within the meaning of the Fair Labor Standards Act.

JURY DUTY/COURT LEAVE

An authorized absence will be granted to all full-time employees who are called to perform jury duty or when an employee is subpoenaed to testify as a witness in a court or government proceeding concerning matters arising out

of his or her professional job responsibilities. Time off for jury duty/court leave will be with pay (excluding any premiums, overtime, call pay, etc.). The reimbursement the employee receives from jury duty is required to be signed over to Evelyn Home Care LLC .

Employees are required to return to work when released from jury duty/court leave on an hour- by-hour basis. Jury duty/court leave will not be paid for a non-exempt employee if the employee has been excused from court service

and does not return to work. For this absence to be authorized, you should submit a copy of your jury summons or subpoena. Employees returning to work following jury duty/court leave maybe required to present proof of service to the Office Manager.

An employee who is paid a fee for an appearance as an expert witness is not eligible for court leave with pay, unless such expert witness fee is credited to Evelyn Home Care LLC .

VOTING

Employees should make every effort to exercise their civic duty to vote either before or after work hours. On those rare occasions when an employee must work extended hours that preclude him or her from voting before or after work hours, the employee should advise his or her supervisor or Office Manager of the intent to vote. The supervisor will arrange a mutually acceptable time for the employee to go to the polls to vote. This approved time will be

without pay, unless PTO is used.

MILITARY LEAVE

Evelyn Home Care LLC will grant an authorized absence to employees who elect or are required to perform service in

the uniformed services, to the full extent required by the Uniformed Services Employment and Reemployment Rights Act ("USERRA"). An individual employee's service limitations, available benefits, and reemployment rights will be determined in accordance with applicable provisions of this law. In order to be entitled to the reemployment rights afforded by USERRA, you must provide advance notice of the impending service (either orally or in writing and by yourself or through an appropriate officer of the uniformed service in which the service is to occur) to your Office Manager. Whenever possible, you should use the Leave Request Form in the form provided by Evelyn Home Care LLC to request military leave, attaching a copy of your orders. Advance notice will not be required if precluded by military necessity or if, under all of the relevant circumstances, it is impossible or unreasonable.

Military leave will be without pay, unless you apply PTO leave toward the absence or are paid on a salary basis within the meaning of the Fair Labor Standards Act and are on a temporary military leave of absence during part of a workweek.

Dress Code:

As a representative of **Evelyn Home Care LLC** , a professional image **MUST** be maintained at all times. This includes all working hours and also times outside of working hours whenever in an identifiable **Evelyn Home Care LLC** , uniform or vehicle.

- The employee must wear a neat and clean uniform during working hours unless approved by the company to do otherwise.
- Appropriate pants or skirts may accompany the uniform top.
- If required, an appropriate undershirt, shirt, turtleneck or blouse may be worn underneath the scrub uniform.
- Jeans, sweatpants or ragged clothing is not acceptable.

- Shoes must be closed sole with good traction and support. Sandals, sock feet or bare feet is not acceptable.
- Hair should be clean and pulled back so as not to impede the employee’s vision or touch the customer.
- In keeping with environmental sensitivities, the wearing of fragrances such as perfume or strong lotions or scents is not acceptable.
- Where required such as when toileting or bathing a client, aprons or gloves as supplied by the company should be used.
- No long fingernails allowed. Fingernails should be no longer than ½ inch.

Handbook Revisions

Evelyn Home Care LLC reserves the right to revise our handbook, as it deems necessary. When revisions are made, you will be advised of the changes and given information on where you can find the change details.

Acknowledgment of Handbook

I have been informed of where to locate and access the Evelyn Home Care LLC’s Employee Handbook. I understand the policies and procedures and hereby agree to abide by them. I have received a copy of the Evelyn Home Care LLC Employee Handbook (the “Handbook”) [or Manual]. I understand that the Handbook contains important information about the Evelyn Home Care LLC’s policies, work rules, and my benefits. I understand that the Handbook outlines my responsibilities as an employee of the Evelyn Home Care LLC. I understand that I have the responsibility to read and understand the information in the Handbook, and to ask Human Resources for clarification of any information I do not understand. I promise to read the entire Handbook, including but not limited to, the introductory section discussing “employment at will,” the Evelyn Home Care LLC’s unlawful harassment policy and complaint procedure, the Evelyn Home Care LLC’s policy against the use of cell phones and the policy about home to communicate with the office including e-mail.

_____ **Employee’ Name (Print)**

_____ **Employee’s Signature AND Date**

_____ **Evelyn**

Home Care LLC Representative, Title AND Date

Please Note - (A copy of this signed acknowledgment shall be kept in the employee's Personnel File.)