

# 24-Seven Home Care Inc

# 24 - Seven Homecare Inc Employee Handbook

February 25, 2020

# TABLE of CONTENTS

CORE POLICIES	4
1.0 WELCOME	4
1.1 A Welcome Policy	4
1.2 At-Will Employment	
2.0 INTRODUCTORY LANGUAGE AND POLICIES	
2.1 About the Company	
2.2 Company Facilities	
<ul> <li>2.3 Ethics Code</li> <li>2.4 Mission Statement</li> </ul>	
2.5 Organization Policy	
3.0 HIRING AND ORIENTATION POLICIES	
3.1 Conflicts of Interest	5
3.2 Employment of Relatives and Friends	6
3.3 Job Descriptions	6
3.4 New Hires and Introductory Periods	6
<ul><li>3.5 Training Program</li><li>3.6 Employment Authorization Verification</li></ul>	۵۵ ه
4.0 WAGE AND HOUR POLICIES	0
4.1 Attendance Policy	
4.2 Business Expenses Policy	
4.3 Direct Deposit	7
4.4 Introduction to Wage and Hour Policies	
4.5 Job Abandonment	
<ul> <li>4.6 Paycheck Deductions</li> <li>4.7 Recording Time</li> </ul>	
<ul><li>4.7 Recording Time</li><li>4.8 Travel Expenses.</li></ul>	
4.9 Use of Employer Credit Cards	
5.0 PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION	
5.1 Criminal Activity/Arrests	
5.2 Exit Interview	
5.3 Open Door/Conflict Resolution Policy	
5.4 Outside Employment	11
<ul><li>5.5 Pay Raises</li><li>5.6 Performance Improvement</li></ul>	
5.7 Post-Employment References	
5.8 Promotions	
5.9 Standards of Conduct	
5.10 Transfers	
5.11 Workforce Reductions (Layoffs)	
6.0 GENERAL POLICIES 6.1 Computer Security and Copying of Software	
6.1 Computer Security and Copying of Software     6.2 Employer Sponsored Social Events	
6.3 Employer-Provided Cell Phone/Mobile Device Policy	
6.4 Nonsolicitation/Nondistribution Policy	
6.5 Off-Duty Use of Employer Property or Premises	
6.6 Personal Appearance	
<ul> <li>6.7 Personal Cell Phone/Mobile Device Use</li> <li>6.8 Personal Data Changes</li> </ul>	
6.9 Security	
6.10 Social Media Policy	
6.11 Third Party Disclosures	
6.12 Use of Company Technology	18
6.13 Workplace Privacy and Right to Inspect	
7.0 BENEFITS	
7.1 401(k) Plan	
<ul> <li>7.2 Bereavement Leave</li> <li>7.3 Dental Insurance</li> </ul>	
7.5 Dental insurance	
7.5 Exempt Personnel	
7.6 Health Insurance Policy	
7.7 Holidays	
7.8 Leaves of Absence	
7.9 Life Insurance 7.10 Pension and Profit Sharing Plan	
7.10 Pension and From Sharing Flam	
7.12 Regular Part-Time Personnel	

7.13 Sick Pay	21
7.14 Temporary Personnel	
7.15 Unemployment Compensation Insurance Policy	
7.16 Vision Care Insurance	
7.17 Workers' Compensation Insurance Policy	22
7.18 COBRA	
7.19 Military Leave (USERRA)	
8.0 SAFETY AND LOSS PREVENTION	
8.1 Drug and Alcohol Policy	22
8.2 General Safety Policy	23
8.3 Policy Against Workplace Violence	
9.0 TRADE SECRETS AND INVENTIONS	
9.1 Confidentiality and Nondisclosure of Trade Secrets	24
MINNESOTA POLICIES	
INTRODUCTORY LANGUAGE AND POLICIES	
Revisions to Handbook	
HIRING AND ORIENTATION POLICIES	
Disability Accommodation	26
EEO Statement and Nonharassment Policy	
Religious Accommodation	
WAGE AND HOUR POLICIES	
Accommodations for Nursing Mothers	
Meal and Rest Periods	29
Overtime	
Pay Period	
Travel Time Pay	
Wage Disclosure Protection	
PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION	
Disciplinary Process	
GENERAL POLICIES	
Access to Personnel and Medical Records Files	
BENEFITS	
Bone Marrow Donation Leave Policy	
Paid Time Off (PTO) Policy	
School Conference and Activities Leave Vacation Policy	
Vacation Policy Victim and Witness Leave	
Voting Leave	
SAFETY AND LOSS PREVENTION	
Nonsmoking Policy	
TRADE SECRETS AND INVENTIONS	
Inventions	
CLOSING STATEMENT	
ACKNOWLEDGMENT OF RECEIPT AND REVIEW	
ACTIVELEDGINEINT OF RECEIFT AND REVIEW	

# 1.0 Welcome

# 1.1 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with 24-Seven Home Care Inc will be rewarding and challenging. We take pride in our staff members as well as in the products and services we provide.

The Company complies with all federal and state employment laws, and this handbook generally reflects those laws. The Company also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all staff members. When questions arise concerning the interpretation of these policies as they relate to staff members who are covered by a collective-bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If you have questions about your employment or any provisions in this handbook, contact 7111 West Broadway Avenue, Ste 202D Brooklyn Park MN 55428.

We wish you success in your employment here at 24-Seven Home Care Inc!

All the best,

Ovie Avwenaghagha, President 24-Seven Home Care Inc

# 1.2 At-Will Employment

Your employment with 24-Seven Home Care Inc is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Company at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Company document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the President has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the President.

If a written contract between you and the Company is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

This policy may not be appropriate in its entirety for staff members working in Montana.

# 2.0 Introductory Language and Policies

# 2.1 About the Company

Add your [[about the company]] statement here.

# 2.2 Company Facilities

Insert information about your [[company facilities]] here.

# 2.3 Ethics Code

24-Seven Home Care Inc will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and staff members are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the Company.

We expect that officers, directors, and staff members will not knowingly misrepresent the Company and will not speak on behalf of the Company unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the Company or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

# 2.4 Mission Statement

Insert your company's [[mission statement]] here.

# 2.5 Organization Policy

Add [[information about your organization or organizational chart]] here.

# 3.0 Hiring and Orientation Policies

# 3.1 Conflicts of Interest

24-Seven Home Care Inc is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Company, you must disclose it to your managers/supervisors. If an actual or potential conflict of interest, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

### 3.2 Employment of Relatives and Friends

We will not employ friends or relatives in circumstances where actual or potential conflicts may arise that could compromise supervision, safety, confidentiality, security, and morale at 24-Seven Home Care Inc. It is your obligation to inform the Company of any such potential conflict so the Company can determine how best to respond to the particular situation.

# 3.3 Job Descriptions

24-Seven Home Care Inc attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your managers/supervisors.

Job descriptions prepared by the Company serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the Company may have to revise, add to, or delete from your job duties per business needs. On occasion, the Company may need to revise job descriptions with or without advance notice to staff members.

If you have any questions regarding your job description or the scope of your duties, please speak with your managers/supervisors.

# 3.4 New Hires and Introductory Periods

The first 90 days of your employment is considered an introductory period. During this period, you will become familiar with 24-Seven Home Care Inc and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with the Company can be shortened or lengthened as deemed appropriate by management and Human Resources. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the [["at-will"]] employment relationship.

# 3.5 Training Program

In most cases, and for most departments, training staff members is done on an individual basis by the department manager. Even if you have had previous experience in the specified functions of your job duties, it is necessary for you to learn our specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, consult your managers/supervisors.

# 3.6 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with 24-Seven Home Care Inc. If you are currently employed and have not complied with this requirement or if your status has changed, inform your managers/supervisors.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

# 4.0 Wage and Hour Policies

# 4.1 Attendance Policy

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your managers/supervisors. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

24-Seven Home Care Inc reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences where permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

# 4.2 Business Expenses Policy

The purpose of this policy is to define approved nontravel business expenses and the authority for incurring and approving such expenses at 24-Seven Home Care Inc.

Approved business expenses are the reasonable and necessary expenses incurred by staff members to achieve legitimate business purposes that are not covered by normal Company procurement processes.

#### Business Meetings (Employer-Sponsored Events and Meetings)

The Company pays for expenses necessary to achieve a valid business purpose when meetings are held with customers, vendors, or other Company staff members. The most senior Company individual present is to pay for and report all expenses.

The Company will make every effort to have a master account set up for Company-wide and large group events. However, if you are at a small meeting or staying by yourself at a hotel, pay individually and submit for reimbursement accordingly.

#### Entertainment

The Company pays for entertainment expenses only when they clearly benefit the Company and include customers and are promotional in nature. The most senior individual present is to pay for and report all expenses.

#### Technical and Training Seminars

The Company pays for expenses associated with attendance at classes and seminars that enhance jobrelated skills. Prior approval must be obtained by your managers/supervisors.

#### <u>Gifts</u>

You may present gifts only under exceptional circumstances and with prior approval of the appropriate Company officer. The Company does not reimburse cost over \$25 for business gifts.

#### Other Expenses

The Company will pay for postage and telephone expenses that are for business purposes.

#### **Reporting**

Report approved expenses on the standard expense report form and include a description of the expense, its business purpose, date, place, and the participants.

#### 4.3 Direct Deposit

24-Seven Home Care Inc encourages all staff members to enroll in direct deposit. If you would like to take advantage of direct deposit, ask the Administrative assistant / Supervisor for an application form. Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be given to you on paydays described in the preceding sections in lieu of a check.

### 4.4 Introduction to Wage and Hour Policies

At 24-Seven Home Care Inc, pay depends on a wide range of factors, including pay scale surveys, individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, speak with your managers/supervisors.

# 4.5 Job Abandonment

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of three consecutive days, you will be considered to have abandoned your job and voluntarily resigned from 24-Seven Home Care Inc.

#### 4.6 Paycheck Deductions

24-Seven Home Care Inc is required by law to make certain deductions from your pay each pay period. This includes income and unemployment taxes, Federal Insurance Contributions Act (FICA) contributions (Social Security and Medicare), and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the number of exemptions you list on your federal Form W-4 and applicable state withholding form. You may also authorize voluntary deductions from your paycheck, including contributions for insurance premiums, retirement plans, spending accounts, or other services. Your deductions will be reflected in your wage statement.

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. If you have any questions about deductions from your pay, contact your managers/supervisors. You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

# 4.7 Recording Time

24-Seven Home Care Inc is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain staff members. To ensure that the Company has complete and accurate time records and that staff members are paid for all hours worked, nonexempt staff members are required to record all working time using Company [[time cards/time sheets/punch clock/timekeeping application/other]]. Exempt staff members may also be required to track days or time worked. Speak with your managers/supervisors for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked and must follow established Company procedures for recording your hours worked. Time must be recorded as follows:

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

[[Time sheets/time cards are to be turned in to your managers/supervisors or appropriate department on (date or dates).]]

[[If you are required to clock in, you should clock in no more than five minutes ahead of your start time and clock out no later than five minutes after your quitting time.]]

Notify your managers/supervisors [[or appropriate department]] of any pay discrepancies, unrecorded or mis recorded work hours, or any involuntarily missed meal or break periods.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you

falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to [[appropriate department]] any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

### 4.8 Travel Expenses

The purpose of this policy is to define approved business travel expenses and the authority for incurring and approving such expenses at 24-Seven Home Care Inc.

Travel expenses are the reasonable and necessary expenses incurred by staff members when traveling on approved 24-Seven Home Care Inc business trips. Travel is limited to business activities for which other means of communication is inadequate and for which prior approval from your managers/supervisors has been received.

#### <u>Advances</u>

The Company does not generally provide cash travel advances. Normally, you will be expected to use personal credit cards and/or your own cash and submit approved expenses on the standard Expense Report Form.

#### Travel Expenses

The Company pays the actual amounts incurred for appropriate expenses when you are on travel assignments. Examples of typical expenses include the following:

- Airline tickets.
- Meals and lodging.
- Car rental, bus, taxi, parking.
- Telephone and fax.
- Laundry and dry cleaning (trips exceeding one week only, unless emergency).
- Business supplies and services.
- Associated gratuities.
- Other expenses necessary to achieve the business purposes.

#### Family Members

The Company will pay the travel expenses of spouses or other family members only when their presence is necessary to the business purpose of the trip and when approved in advance in writing by the [[President or Chief Executive Officer]].

#### <u>Air Travel</u>

Use economy or tourist class airfares when traveling on Company business. In addition, private, noncommercial aircraft or chartered aircraft is not to be used, and no more than two Company officers should travel together on the same flight.

Airfares are to be charged to personal credit cards and subsequently submitted for reimbursement on a monthly expense report.

#### <u>Hotels</u>

Neither in-room movies nor refreshment bars are approved Company expenses.

#### Insurance

The Company does not pay for personal travel insurance for staff members.

#### Rental Cars

You are to use rental firms having existing relationships with the Company and, where feasible, have negotiated discount rates. Available reasonable transportation is to be used.

#### Personal Vehicles

When using your own vehicle for business purposes, you must maintain insurance coverage as required by law and may not have more than [[2 points]] on your driving record. Travel between your home and primary office is not considered to be business travel. You may not use your personal vehicle for business travel without authorization. Every attempt should be made to utilize the use of courier and delivery services in order to avoid hazard of liability and the time away from work. You will be reimbursed for vehicle use at the standard IRS mileage rate. The [[President or Chief Executive Officer]] must authorize any deviation from this policy.

#### **Reporting**

Report approved expenses and include a description of the expense, its business purpose, date, place, and the participants.

#### Travel Reservations

Airline travel, rental cars, and hotels must be booked through the corporate designated travel agency in order to be reimbursed.

#### 4.9 Use of Employer Credit Cards

All staff members in the possession of a credit card issued by 24-Seven Home Care Inc will adhere to the strictest guidelines of responsibility for the protection and proper use of that card. Credit card purchases related to Company vehicle use (gas, oil, etc.) under \$100 do not require prior approval. Credit card purchases for vehicle use over \$100 and any other business purchases over \$25 must receive prior approval from your managers/supervisors.

Submit all sales receipts generated by use of the Company credit card [[weekly/monthly]] to your managers/supervisors [[or appropriate department]]. Your Company credit card may not be used for personal reasons. Use of the Company credit card is restricted to approved business-related expenses.

Any unauthorized purchases made with a credit card issued by the Company will be the cardholder's responsibility. You must reimburse any such purchase to the Company within [[#]] days.

Immediately report lost or stolen Company cards to your managers/supervisors. Failure to follow this policy may result in disciplinary action up to and including discharge.

# 5.0 Performance, Discipline, Layoff, and Termination

#### 5.1 Criminal Activity/Arrests

24-Seven Home Care Inc will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Company, whether on or off Company property, may result in disciplinary action including suspension or termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

#### 5.2 Exit Interview

You may be asked to participate in an exit interview when you leave 24-Seven Home Care Inc. The purpose of the exit interview is to provide management with greater insight into your decision to leave

employment; identify any trends requiring attention or opportunities for improvement; and to assist the Company in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

# 5.3 Open Door/Conflict Resolution Policy

24-Seven Home Care Inc strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your managers/supervisors and, if necessary, to Human Resources or upper level management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Company, management, its staff members, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your managers/supervisors at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate managers/supervisors. If you have already brought this matter to the attention of your managers/supervisors before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or upper level management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

# 5.4 Outside Employment

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at 24-Seven Home Care Inc is prohibited. The Company recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the Company should be reported to your managers/supervisors. Failure to adhere to this policy may result in discipline up to and including termination.

# 5.5 Pay Raises

Depending on financial health and other Company factors, efforts will be made to give pay raises consistent with 24-Seven Home Care Inc profitability, job performance, and the consumer price index. The Company may also make individual pay raises based on merit or due to a change of job position.

# 5.6 Performance Improvement

24-Seven Home Care Inc will make efforts to periodically review your work performance. The performance improvement process will take place [[annually, biannually, monthly, etc.]], or as business needs dictate. You may specifically request that your managers/supervisors assist you in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

### 5.7 Post-Employment References

24-Seven Home Care Inc policy is to confirm dates of employment and job title only. With written authorization, the Company will confirm compensation. Forward any requests for employment verification to [[Human Resources or appropriate department]].

# 5.8 Promotions

To match you with the job for which you are best suited and to meet the business needs of 24-Seven Home Care Inc, you may be transferred from your current job. It is our policy to promote from within only when the most qualified candidate is available. Promotions are made on an equal opportunity basis according to staff members possessing the needed skills, education, experience, and other qualifications that are required for the job.

[[Optional: All staff members promoted into new job positions will undergo a 90-day introductory period as described in the New Hires and Introductory Periods policy. Unlike new hires, however, such employees will continue to receive Company benefits for which they are eligible.]]

# 5.9 Standards of Conduct

24-Seven Home Care Inc wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our staff members, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge staff members for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Company property (including in Company vehicles), or on Company business.
- Inaccurate reporting of the hours worked by you or any other staff members.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Company or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying Company property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of Company trade secrets and proprietary and confidential commercially sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in non-designated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Company premises during working hours.

- Failure to dress according to Company policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this Company.
- Gambling on Company premises.
- Lending keys or keycards to Company property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

# 5.10 Transfers

24-Seven Home Care Inc may transfer your employment from one position to another with or without notice, as required by production or service needs, or upon request by you and with management approval. Transfers in excess of 90 days may be considered final and your paycheck may be increased or decreased consistent with the pay scale for your new position.

# 5.11 Workforce Reductions (Layoffs)

If necessary, based upon business needs, 24-Seven Home Care Inc management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for all involved, and the Company will make its best effort to make sound business decisions while acknowledging the needs of its workforce.

# 6.0 General Policies

# 6.1 Computer Security and Copying of Software

Software programs purchased and provided by 24-Seven Home Care Inc are to be used only for creating, researching, and processing materials for Company use. By using Company hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Company policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the Company, or developed by Company staff members or contract personnel on behalf of the Company, is and will be deemed Company property. It is the policy of the Company to respect all computer software rights and to adhere to the terms of all software licenses to which the Company is a party. The [[Director of Information Systems]] is responsible for enforcing these guidelines.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the Company to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your manager's approval. All software acquired by the Company must be purchased through [[Information Systems or appropriate department]].

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered by the Company.

# 6.2 Employer Sponsored Social Events

24-Seven Home Care Inc holds periodic social events for staff members. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by a managers/supervisor prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you

must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi or appoint a designated driver.

# 6.3 Employer-Provided Cell Phone/Mobile Device Policy

24-Seven Home Care Inc may issue certain staff members a Company cell phone/mobile device for workrelated communications and/or operations. If you drive a vehicle during your employment, you may not use any cell phone/mobile device or other communication device while driving unless the device is equipped or configured with a "hands-free" listening/speaking option, and you in fact utilize the hands-free device.

[[We understand that you may use the cell phone/mobile device for personal use; however, such personal use should not exceed the plan allowance. When the cell phone/mobile device is used for personal reasons and the activity results in additional cost to the Company, you are responsible for the cost of that usage, including all applicable taxes unless prohibited by law.]]

The Company owns and remains entitled to all cell phone/mobile devices issued to staff members, including all passwords controlling access to them.

You may not change those passwords except with permission. At the time of employment termination, all such equipment and passwords must be returned to the Company in operable condition.

Violation of this policy may result in discipline, up to and including termination of employment.

#### 6.4 Non-solicitation / Non-distribution Policy

To avoid disruption of business operations or disturbance of staff members, visitors, and others, 24-Seven Home Care Inc has implemented a Non-solicitation/Non-distribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Non-solicitation/Non-distribution Policy.

You are prohibited from soliciting other staff members during your assigned working time. For this purpose, working time means time during which either you or the staff members who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other staff members are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunchrooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and non-harassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of staff members, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to your managers/supervisors.

# 6.5 Off-Duty Use of Employer Property or Premises

You may not use 24-Seven Home Care Inc property for personal use during working time. You are responsible for returning Company property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes use of copy machines, computers, Company products, or office supplies for personal use without prior authorization.

It is Company policy to control off duty and nonworking hour use of Company facilities either for business or personal reasons. You are prohibited from using Company facilities during off duty or nonworking hours

without the written consent of your managers/supervisors. If you use Company facilities during your off-duty hours or Company off-hours, you may be required to sign a log-in and log-out sheet maintained by the Company or building manager.

### 6.6 Personal Appearance

Your personal appearance reflects on the reputation, integrity, and public image of 24-Seven Home Care Inc. All staff members are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The Company, in accordance with applicable law, will reasonably accommodate staff members with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Company. Contact your managers/supervisors to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

#### 6.7 Personal Cell Phone/Mobile Device Use

While 24-Seven Home Care Inc permits staff members to bring personal cell phones and other mobile devices (i.e. smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Company property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with Company policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the Company requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You [[may/may not]] connect your personal device to the Company network or to Company equipment (computers, printers, etc.). [[If permitted, describe allowable use and any restrictions.]]

You may have the opportunity to use your personal devices for work purposes. Before using a personal device for work-related purposes, you must obtain written authorization from [[IT, management, human resources, etc.]]. The use of personal devices is limited to certain staff members and may be limited based on compatibility of technology. To ensure the security of Company information, [[Set forth security policies related to specific devices, for example, any software requirements (antivirus, firewall, VPN, etc.). Include details on how information will be removed from a device upon termination of employment]]. If you are

authorized to use a personal device, you will receive a monthly stipend based on the estimated use of the device. If you obtain or currently have a plan that exceeds the monthly stipend, the Company will not be liable for the cost difference.

Nothing in this policy is intended to prevent staff members from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

# 6.8 Personal Data Changes

It is your obligation to provide 24-Seven Home Care Inc with your current contact information, including current mailing address and telephone number. Inform the Company of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact [[Human Resources or appropriate department or person]].

# 6.9 Security

All staff members are responsible for helping to make 24-Seven Home Care Inc a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your managers/supervisors immediately. Refrain from discussing specifics regarding Company security systems, alarms, passwords, etc. with those outside of the Company.

Immediately advise your managers/supervisors of any known or potential security risks and/or suspicious conduct of staff members, customers, or guests of the Company. Safety and security is the responsibility of all staff members and we rely on you to help us keep our premises secure.

# 6.10 Social Media Policy

At 24-Seven Home Care Inc, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Company, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all staff members who work for the Company.

#### **Guidelines**

For purposes of this policy, **social media** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the Company, as well as any other form of electronic communication.

Company principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or staff members of the Company.

#### Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

#### Be Respectful

The Company cannot force or mandate respectful and courteous activity by staff members on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or Company policy. Your personal posts and social media activity should not reflect upon or refer to the Company.

#### Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential commerciallysensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company.
- Do not create a link from your personal blog, website, or other social networking site to a Company website that identifies you as speaking on behalf of the Company.
- Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, do not represent yourself as speaking on behalf of the Company. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

#### Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by the Company.

#### Media Contacts

If you are not authorized to speak on behalf of the Company, do not speak to the media on behalf of the Company. Direct all media inquiries for official Company responses to Human Resources.

#### Retaliation and Your Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent staff members from communications regarding wages, hours, or other terms and conditions of employment, or to restrain staff members in exercising any other right protected by law. All staff members have the right to engage in or refrain from such activities.

# 6.11 Third Party Disclosures

From time to time, 24-Seven Home Care Inc may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former staff members, newspapers, law enforcement agencies, and other outside persons may contact our staff members to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the Company and should refer any call requesting the position of the Company to [[media contact person]]. If you have any questions about this policy or are not certain what to do when such a contact is made, contact [[media contact person]].

# 6.12 Use of Company Technology

This policy is intended to provide 24-Seven Home Care Inc staff members with the guidelines associated with the use of the Company information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at the Company, and all use of such resources and systems when accessed using your own devices, including but not limited to:

[[List items, such as:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.]]

#### General Provisions

Company IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.

All content maintained in Company IT resources and communications systems are the property of the Company. Therefore, staff members should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on Company electronic information and communications systems.

The Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over Company IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the Company will exercise this right periodically, without prior notice and without prior consent.

The interests of the Company in monitoring and intercepting data include, but are not limited to: protection of Company trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting staff members in the management of electronic data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on Company IT resources and communications systems.

Do not use Company IT resources and communications systems for any matter that you would like to be kept private or confidential.

#### Violations

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, the Company will also advise law enforcement officials of any illegal conduct.

# 6.13 Workplace Privacy and Right to Inspect

24-Seven Home Care Inc property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Company and is subject to inspection at any time, without notice to any staff members, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Company premises including that kept in lockers and desks.

# 7.0 Benefits

#### 7.1 401(k) Plan

Eligible staff members (as determined by the terms of the plan) may participate in the 24-Seven Home Care Inc 401(k) plan. [[The Company provides for employee pre-tax deferral contributions [and after tax Roth contributions] and also provides for employer matching funds of [%] for each dollar you contribute up to a maximum Company contribution of [\$ or % amount] per [pay period/year.] [and also provides for other employer contributions, which are subject to allocation and vesting requirements].]] Refer to your Summary Plan Description (SPD) for specifics.

Contact [[appropriate person or department]] to find out if you are eligible to participate in the Company 401(k) plan. The Company is required to let you know if you are eligible.

This benefit, as well as other benefits, may be canceled or changed at the discretion of the Company, unless otherwise required by law.

#### 7.2 Bereavement Leave

24-Seven Home Care Inc recognizes the importance of taking leave when there is a death in the family. Where bereavement leave is not required by law, the Company will provide bereavement leave as follows:

[[All employees [who have completed # days/weeks/months of service] are eligible for [# day(s)] of [paid/unpaid] bereavement leave for the death of an immediate family member.]]

#### OR

[[Full-time employees [who have completed # days/weeks/months of service] are eligible for [# day(s)] of [paid/unpaid] bereavement leave for the death of an immediate family member.]]

[[Part-time employees [who have completed # days/weeks/months of service] are eligible for [# day(s)] of [paid/unpaid] bereavement leave for the death of an immediate family member.]]

[[Part-time employees [who have completed # days/weeks/months of service] are eligible for [# day(s)] of [paid/unpaid] bereavement leave for the death of an immediate family member in proportion to the number of hours they are regularly scheduled to work. For example, a part-time employee regularly scheduled to work 20 hours per week is eligible for [one half the number of days indicated for full-time employees] of bereavement leave.]]

You may use accrued but unused [[vacation/sick leave/paid time off]] if additional time is needed. [[Additional unpaid time off may be granted at the discretion of the Company on a case-by-case basis.]]

For purposes of this policy, *immediate family member* includes the following and applies both to the family of the employee and the employee's spouse: [[child (including foster child and stepchild), spouse, sister, brother, parents (including foster parents and stepparents), grandparents]].

You must provide notice of your need for bereavement leave as far in advance as possible. The Company may require documentation supporting your need for bereavement leave.

### 7.3 Dental Insurance

All regular full-time staff members who have completed [[90 days]] of employment at 24-Seven Home Care Inc are eligible for the Company dental plan. Dental plan benefits are described in detail in the Summary Plan Description (SPD).

### 7.4 Disability Insurance

24-Seven Home Care Inc provides staff members with disability income protection when they miss work due to nonwork related disabilities. The terms and conditions for the disability insurance program are outlined in the Summary of Plan Benefits. Contact [[Human Resources]] for a copy of the plan provisions and for any questions about the benefit.

# 7.5 Exempt Personnel

If you are classified as exempt at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are exempt or nonexempt, contact your managers/supervisors for clarification.

#### 7.6 Health Insurance Policy

24-Seven Home Care Inc offers group health insurance benefits to all eligible [[full-time]] staff members [[who have completed (90) days of employment]] [[and their eligible dependents]]. Health plan benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from [[appropriate person or department]].

[[Your group health benefits are paid in part by the Company. The remainder of the costs are paid by you through deductions from your paycheck.]]

Benefits may be canceled or changed at the discretion of the Company, unless otherwise prohibited by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your health benefits under federal or state law. In such event, the Company will provide you with information about your rights to continue your benefits coverage.

# 7.7 Holidays

24-Seven Home Care Inc offers the following paid holidays each year: [[list all paid holidays]].

When a holiday falls on a Saturday, it will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday.

If a holiday falls on your regular day off, ask your managers/supervisors how it affects you.

You will be compensated for holidays in accordance with federal and state law.

#### 7.8 Leaves of Absence

Insert your policy on [[leaves of absence]] here.

#### 7.9 Life Insurance

24-Seven Home Care Inc does not provide health insurance at the moment.

### 7.10 Pension and Profit-Sharing Plan

24-Seven Home Care Inc does not provide pension at this time.

#### 7.11 Regular Full-Time Personnel

Regular full-time staff members are those who have completed their introductory period and are regularly scheduled to work more than [[30]] hours per week. Unless stated otherwise or specifically permitted by law, all the benefits provided to staff members at 24-Seven Home Care Inc are for regular full-time staff members only. This includes vacation, holiday pay, health insurance, and other benefits coverage.

#### 7.12 Regular Part-Time Personnel

All staff members who work fewer than [[#]] hours per week are considered part time. Part-time staff members are not eligible for 24-Seven Home Care Inc benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically permitted by law.

#### 7.13 Sick Pay

24-Seven Home Care Inc allows its regular full-time staff members who have completed their introductory period 1 sick days per calendar year. Notify your managers/supervisors as far in advance as possible if you are going to take sick time off. There may be occasions, such as sudden illness, when you cannot notify your managers/supervisors in advance. In those situations, provide notification of your circumstances as soon as possible. You may also be requested to provide a certificate of illness to your managers/supervisors.

You may use sick leave benefits for dental or doctor visits or to care for immediate family members who are sick. There may also be state mandated use of sick time. Unused sick days may not be converted to a cash payment. You may be required to use available sick leave during family and medical leave, disability leave, or other leave.

# 7.14 Temporary Personnel

Temporary staff members are hired for a specific period or specific work project, not to exceed [[#]] months in duration. 24-Seven Home Care Inc reserves the right to extend the duration of temporary employment where necessary. Temporary staff members are not eligible for benefits unless specified otherwise in this handbook or in the benefit plan summaries, or specifically permitted by law.

#### 7.15 Unemployment Compensation Insurance Policy

Unemployment compensation insurance is paid for by 24-Seven Home Care Inc and provides temporary income for staff members who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Company.

# 7.16 Vision Care Insurance

#### 24-Seven Home Care Inc does not provide vision insurance at this time.

#### 7.17 Workers' Compensation Insurance Policy

Workers' compensation is a no-fault system designed to provide benefits to all staff members for workrelated injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at 24-Seven Home Care Inc, no matter how slightly, you are to report the incident immediately to your managers/supervisors. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your managers/supervisors immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

#### 7.18 COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible 24-Seven Home Care Inc staff members and their beneficiaries to continue health insurance coverage under the Company health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Contact [[Human Resources]] to learn more about your COBRA rights.

#### 7.19 Military Leave (USERRA)

24-Seven Home Care Inc complies with applicable federal and state law regarding military leave and reemployment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to [[Human Resources or appropriate department]]. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your managers/supervisors of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact [[Human Resources or appropriate department]].

# 8.0 Safety and Loss Prevention

#### 8.1 Drug and Alcohol Policy

24-Seven Home Care Inc is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Company to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

#### Prohibited Conduct

The Company expressly prohibits staff members from engaging in the following activities when they are on duty or conducting Company business or on Company premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- prescription medication that is not prescribed to the individual, or drug-related parapr
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Company does not discriminate against staff members solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Company Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your managers/supervisors if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

#### [[# Employer-Sponsored Events]]

[[From time to time, the Company may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.]]

[[# Treatment and/or Rehabilitation]]

[[The Company may assist you in seeking treatment or rehabilitation for drug or alcohol dependency. In such cases, the Company may consider your continued employment as long as concerns regarding safety, health, production, communication, or other work-related matters are adequately addressed. The Company may also require you to obtain a medical clearance and agree to random testing and a "one-strike" rule as a condition of continued employment.]]

#### **Violations**

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

#### 8.2 General Safety Policy

It is the responsibility of all 24-Seven Home Care Inc staff members to maintain a healthy and safe work environment. Report all safety hazards and occupational illnesses or injuries to your managers/supervisors as soon as reasonably possible and complete an occupational illness or injury form as needed. Failure to follow the Company health and safety rules may result in disciplinary action, up to and including termination of employment.

#### 8.3 Policy Against Workplace Violence

As the safety and security of our staff members, vendors, contractors, and the general public is in the best interests of 24-Seven Home Care Inc, we are committed to working with our staff members to provide a work environment free from violence, intimidation, and other disruptive behavior.

Zero Tolerance Policy

The Company has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, staff members, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

#### Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

#### Reporting Incidents of Violence

Report to your managers/supervisors [[or appropriate department]], in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

#### Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

#### **Retaliation**

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to [[appropriate department]].

# 9.0 Trade Secrets and Inventions

# 9.1 Confidentiality and Nondisclosure of Trade Secrets

As a condition of employment, 24-Seven Home Care Inc staff members are required to protect the confidentiality of Company trade secrets, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

If you have information that leads you to suspect that staff members are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your

managers/supervisors or [[Human Resources or appropriate department]].

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

# Introductory Language and Policies

# **Revisions to Handbook**

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including 24-Seven Home Care Inc policies and procedures. The handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

# **Hiring and Orientation Policies**

# **Disability Accommodation**

24-Seven Home Care Inc complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your managers/supervisors. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

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

The Company will not discriminate or retaliate against staff members for requesting an accommodation.

# **EEO Statement and Nonharassment Policy**

#### Equal Opportunity Statement

24-Seven Home Care Inc is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of race, color, creed, religion, national origin, sex (including pregnancy, childbirth, or related conditions), marital status, disability, public assistance, age, sexual orientation, and familial status, genetic information, local commissions activity, veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against staff members who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your managers/supervisors or any other designated member of management.

#### Policy Against Workplace Harassment

24-Seven Home Care Inc has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon race, color, creed, religion, national origin, sex (including pregnancy, childbirth, or related conditions), marital status, disability, public assistance, age, sexual orientation, and familial status, genetic information, local commissions activity, veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, staff members, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

#### Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

# Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual based upon race, color, creed, religion, national origin, sex (including pregnancy,

childbirth, or related conditions), marital status, disability, public assistance, age, sexual orientation, and familial status, genetic information, local commissions activity, veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an
  individual or group because of one of the above protected categories and that is placed on walls,
  bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

#### Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify [[name, title, phone number, email]] or any member of management.

The Company prohibits retaliation against staff members who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

#### **Religious Accommodation**

24-Seven Home Care Inc is dedicated to treating its staff members equally and with respect and recognizes the diversity of their religious beliefs. All staff members may request an accommodation when their religious beliefs cause a deviation from the Company dress code or the individual's schedule, basic job duties, or other aspects of employment. The Company will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other staff members — when determining a reasonable accommodation. At no time will the Company question the validity of a person's belief.

If you require a religious accommodation, speak with your managers/supervisors [[or appropriate department]].

# Wage and Hour Policies

#### **Accommodations for Nursing Mothers**

24-Seven Home Care Inc will provide nursing mothers reasonable [[paid/unpaid]] break time to express milk for their infant child(ren) for up to one year following the child's birth.

If you are nursing, the Company will make reasonable efforts to provide you a private room, other than a restroom, to express milk. The room will be in close proximity to the work area, shielded from view and free

from intrusion from co-workers and the public, clearly designated and either have a lock or a sign on the door to indicate when the room is in use, and will have access to an electrical outlet.

Expressed milk can be stored [[in company refrigerators, refrigerators provided in the lactation room or other location, in a personal cooler]]. Sufficiently mark or label your milk to avoid confusion for other staff members who may share the refrigerator.

The break time must, if possible, run concurrently with any break time already provided. You are encouraged to discuss the length and frequency of these breaks with your managers/supervisors.

[[Optional clause: This policy applies only to staff members classified as nonexempt under the Fair Labor Standards Act.]]

#### **Meal and Rest Periods**

24-Seven Home Care Inc strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your managers/supervisors regarding procedures and schedules for rest and meal breaks. The Company requests that staff members accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your managers/supervisors know; in addition, notify your managers/supervisors as soon as possible if you were unable to or prohibited from taking a meal or rest period.

#### Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your managers/supervisors.

At certain times 24-Seven Home Care Inc may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 80 hours in a pay-period. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

#### Pay Period

At 24-Seven Home Care Inc, the standard pay period is [[weekly, biweekly, semimonthly, etc.]] for all staff members. Pay dates are [[insert day or dates]]. If a pay date falls on a holiday, you will be paid on [[the preceding workday]]. [[If a pay date falls on a Saturday or Sunday, you will be paid on [the preceding Friday].]] Special provisions may be required from time to time if holidays fall on pay dates. Check with your managers/supervisors if this type of date arises. [[Insert other special circumstances here, if applicable, or revise previous language as applicable.]]

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your managers/supervisors immediately.

#### **Travel Time Pay**

Some nonexempt positions within 24-Seven Home Care Inc require travel. The Company pays nonexempt staff members for travel time in accordance with federal and state law. For purposes of this policy, the regular workday is [[8:30 – 5:30 (Monday – Friday), etc.]].

#### Home to Work Travel

If you travel from home before the regular workday and return to your home at the end of the workday, you are engaged in ordinary home to work travel, which is not work time.

#### Home to Work on a Special One Day Assignment in Another City

If you regularly work at a fixed location in one city and you are given a special one day assignment in another city, but return home the same day, the time spent in traveling to and returning from the other city is work time, except that the Company may deduct/not count that time you would normally spend commuting to the regular work site.

#### Travel That Is All in a Day's Work

Your time spent in travel as part of your principal activity, such as travel from job site to job site during the workday, is work time and must be counted as hours worked.

#### Travel Away from Home Community

Travel that keeps you away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across your workday. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days. The Company will not consider as work time that time spent in travel away from home outside of your regular working hours as a passenger on an airplane, train, boat, bus, or automobile.

#### Work Performed While Traveling

Any work you perform while traveling must be counted as hours worked.

#### Calculating and Reporting Travel Time

You are responsible for accurately tracking, calculating, and reporting your travel time. Travel time should be calculated by rounding up to the nearest quarter hour.

#### Wage Disclosure Protection

Notice to staff members — Under the Minnesota Wage Disclosure Protection law, you have the right to tell any person the amount of your own wages. Your employer cannot retaliate against you for disclosing your own wages or discussing another employee's wages which have been disclosed voluntarily. Your remedies under the Wage Disclosure Protection law are to bring a civil action against your employer and/or file a complaint with the Minnesota Department of Labor and Industry at (651) 284-5070 or (800) 342-5354.

# Performance, Discipline, Layoff, and Termination

#### **Disciplinary Process**

Violation of 24-Seven Home Care Inc policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate staff members who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your managers/supervisors will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with

consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

# **General Policies**

#### Access to Personnel and Medical Records Files

24-Seven Home Care Inc maintains separate medical records files and personnel files for all staff members. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Supervisors and others in management may have access to your personnel file for possible employmentrelated decisions. If you wish to review your personnel or medical records file, you must give the Company reasonable notice. Inspection must occur in the presence of a Company representative.

All requests by an outside party for information contained in your personnel file will be directed to the [[appropriate department]], which is the only department authorized to give out such information.

# **Benefits**

#### **Bone Marrow Donation Leave Policy**

24-Seven Home Care Inc will provide eligible staff members with up to 40 hours of paid leave to undergo medical procedures to donate bone marrow.

#### **Eligibility**

To be eligible for bone marrow donation leave, you must work at least 20 hours per week.

#### Notice and Documentation

To obtain leave under this policy you must provide reasonable notice of the need for leave and submit verification from a physician detailing the purpose and length of the leave requested. If there is a medical determination that you do not qualify as a donor, the paid leave of absence provided to you prior to that medical determination will not be forfeited.

#### Retaliation

The Company will not retaliate against staff members who request or take leave in accordance with this policy.

#### Jury Duty Leave

24-Seven Home Care Inc encourages staff members to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your managers/supervisors as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use [[PTO/vacation]] in place of unpaid leave.

The Company reserves the right to require staff members to provide proof of jury duty service to the extent

authorized by law.

The Company will not retaliate against staff members who request or take leave in accordance with this policy.

# Paid Time Off (PTO) Policy

Paid time off (PTO) provides you with the flexibility to use your time off to meet your personal needs, while recognizing your individual responsibility to manage your paid time off.

You will accumulate PTO each pay period worked and it is up to you to allocate how you will use it — for vacation, illness, caring for children, school activities, medical/dental appointments, personal business, or emergencies. 24-Seven Home Care Inc may require you to use any unused PTO during disability or family medical leave, or any other leave of absence, when permissible according to state and federal law. The amount of PTO earned will depend on your length of service with the Company.

[[Optional: PTO does not replace our holiday schedule. We will continue to have designated paid holidays each year.]]

#### <u>Eligibility</u>

You are eligible to receive PTO if you are a regularly scheduled to work at least [[#]] hours per week. [[Parttime staff members working more than [#] hours per week accrue PTO on a prorated basis, depending on the number of hours worked.]]

#### Deposits Into Your Leave Account

The amount of PTO you accrue each year is based on your length of service and accrues according to the accrual schedule determined by the Company. PTO is accrued as you work. You will not accrue PTO time while you are taking time off for any reason.

#### Maximum Accrual

Although you may carry over unused PTO time from year to year, there is a cap on the amount of PTO time you can accrue. Once you reach your cap, you will not accrue any more PTO until you use some of the time in your account and drop below the cap. After your balance goes below the cap, you will begin accruing PTO again. However, you will not receive retroactive credit for time worked while you were at the cap limit. PTO accrual is capped at one and one half times your annual PTO accrual rate.

[[The amount of PTO accrued, used, and available will appear on your paycheck stub.]]

#### **Termination**

You [[will/will not]] be paid for all accrued and unused PTO when you leave the Company.

#### Using Your PTO

The minimum amount of PTO you can use at one time is one hour.

#### Notice and Scheduling

You are required to provide your managers/supervisors with reasonable advance notice and obtain approval prior to using PTO. This allows for you and your managers/supervisors to prepare for your time off and assure that all staffing needs are met. There may be occasions, such as sudden illness, when you cannot provide advance notice. In those situations, inform your managers/supervisors of your circumstances as soon as possible.

### **School Conference and Activities Leave**

If eligible, 24-Seven Home Care Inc will provide you with up to 16 hours of unpaid leave in a 12-month period to attend school conferences or activities related to your child, if those conferences or activities cannot be scheduled outside your regular work hours. If your child receives child care services or attends a prekindergarten regular or special education program, you may use this leave time to attend a conference or activity related to your child, or to observe and monitor the services or program, provided the conference, activity, or observation cannot be scheduled outside your regular work hours.

In order to be eligible for school conference and activities leave, you must have worked at least 12 consecutive months immediately preceding the request for leave.

If leave cannot be scheduled outside your regular work hours and the need for the leave is foreseeable, you must provide reasonable prior notice and make a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the Company.

The Company will not retaliate against staff members who request or take leave in accordance with this policy.

# **Vacation Policy**

Vacation is paid to regular full-time 24-Seven Home Care Inc staff members as follows:

- First year of employment: [[one]] workweek
- Second through third year of employment: [[two]] workweeks
- Third through tenth year of employment: [[three]] workweeks
- Tenth through twentieth year of employment: [[four]] workweeks
- Over 20 years of employment: [[five]] workweeks

You must give at least [[# of days/months]] notice to your managers/supervisors of your vacation plans. You will not be eligible to receive pay instead of vacation time, except with Company permission or upon termination. Any conflict in vacation requests will be decided based on seniority and Company needs. You will not accrue vacation during periods when you are not working and taking time off from the Company.

If a holiday occurs during your vacation, you will be granted one additional day of vacation. If you are sick during your vacation, you may not count that day towards sick pay. You must use vacation in one-week blocks unless you have received approval from your managers/supervisors.

#### Maximum Accrual

Although you may carry over unused vacation time from year to year, there is a cap on the amount of vacation time you can accrue. Once you reach your cap, you will not accrue any more vacation until you use some of the time in your account and drop below the cap. After your balance goes below the cap, you will begin accruing vacation time again. However, you will not receive retroactive credit for time worked while you were at the cap limit. Vacation accrual is capped at one and one half times your annual vacation accrual rate.

[[Optional: The amount of vacation accrued, used, and available will appear on your paycheck stub.]]

#### Minimum Increments of Vacation

The minimum amount of vacation you can use at one time depends on whether you are exempt or a nonexempt. If you are nonexempt, you may not take less than [[one hour]] off at a time. If you are exempt, you must take vacation in increments of not less than [[one-half]] day at a time.

You will not be paid for accrued and unused vacation when you leave the Company.

#### Victim and Witness Leave

24-Seven Home Care Inc realizes that, on occasion, you may have an obligation to participate in criminal legal proceedings either as a witness or because you or a close family member was victimized by a criminal act. The Company provides unpaid leave to attend those proceedings under circumstances described below.

If you are required to attend a criminal proceeding either as a witness or as a crime victim (or a close family member of a crime victim), you must provide at least 48 hours' advance notice to your managers/supervisors to make arrangements for a leave of absence. If it is impractical or an emergency prevents you from providing advance notice, provide notification as soon as possible.

The Company reserves the right to require staff members to provide proof of the need for leave to the extent authorized by law.

Leave under this policy is unpaid. You may opt to use [[PTO/vacation]] in place of unpaid leave.

Any information related to your leave will be kept confidential by the Company.

This policy does not apply to staff members seeking leave because they have committed or are alleged to have committed a criminal act.

The Company will not retaliate against staff members who request or take leave in accordance with this policy.

#### **Voting Leave**

24-Seven Home Care Inc will allow you a reasonable, paid time off to vote. The time when you can go to vote will be at the discretion of your managers/supervisors, consistent with applicable legal requirements.

# **Safety and Loss Prevention**

#### Nonsmoking Policy

24-Seven Home Care Inc is concerned about the effect that smoking and secondhand smoke inhalation can have on its staff members and clients. Smoking in the office, client areas, and restrooms is prohibited.

# **Trade Secrets and Inventions**

#### Inventions

Any invention created, in whole or in part, during your work hours, or from the use of equipment or facilities belonging to 24-Seven Home Care Inc, is a "work for hire" and is the property of the Company.

If you intend to develop and maintain property rights to any invention that relates in any way to products or services of the Company, you are required to obtain a written waiver of this policy, signed by both you and [[insert title]].

# **Closing Statement**

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Company and a safe, productive, and pleasant workplace.

Ovie Avwenaghagha, President

24-Seven Home Care Inc

# Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the 24-Seven Home Care Inc Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the [[position or title]] of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or affect the right of the Company to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Company representative) or a collective-bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective-bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA).

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by 24-Seven Home Care Inc.

If I have any questions about the content or interpretation of this handbook, I will contact 7111 West Broadway Avenue, Ste 202D Brooklyn Park MN 55428.

Signature

Date

Print Name