

**Garbutt Care Coordinators, LLC
dba Home Helpers and Direct Link of East Tampa**



Employee Handbook

Last Updated on November 13, 2023

This Employee Handbook Is Not a Contract of Employment - Employment Is At-Will

Acknowledgement of Receipt of Garbutt Care Coordinators, LLC dba Home Helpers and Direct Link of East Tampa Employee Handbook

I acknowledge that I have received a copy of the Garbutt Care Coordinators, LLC (hereinafter "GCC") dba Home Helpers and Direct Link of East Tampa Employee Handbook ("Handbook"). I understand that I am responsible for reading and abiding by all policies and procedures in this Handbook, as well as all other policies and procedures of GCC.

I also understand that the purpose of this Handbook is to inform me of GCC's policies and procedures, and that it is not a contract of employment. Nothing in this Handbook provides any entitlement to me or to any Company employee, nor is it intended to create contractual obligations of any kind. I understand that GCC has the right to change any provision of this Handbook at any time and that I will be bound by any such changes.

I understand that the most current version of the handbook may be found on the Caregiver Portal at: <https://www.homehelpershomecare.com/east-tampa/careers/caregiver-portal/>

I expressly agree to the provisions in the Dispute Resolution section of the Handbook, in which I have agreed to use alternative dispute resolution, in lieu of litigation, as the sole means of resolving any dispute that may arise between GCC and me, subject to GCC's right to seek injunctive relief. I agree to first seek to mediate any dispute with GCC with a mediator from the American Arbitration Association or similar organization trained and experienced in employment disputes. If mediation is not successful, I agree to submit the dispute to arbitration. I understand that by agreeing to arbitration I waive any right I may have to sue or seek a jury trial. The decision of the arbitrator will be final and binding.

Signature

Date

Full Name (please print)

Please sign and date one copy of this acknowledgement and return it to the Human Resources Department for placing in your personnel file (either electronic or hard copy). Retain a second copy for your reference.

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Welcome

It is our privilege to welcome you to Garbutt Care Coordinators, LLC dba Home Helpers and Direct Link of East Tampa. We are providing exceptional service in our community and are recognized as a highly respected home care company.

Our business is people, both clients and our home care staff. As in any company, we have people who issue orders and people who execute orders, both equally important. But the “real bosses” are our clients. We must please them to stay in business. We are counting on you to make a good impression on our clients - good grooming habits, clean clothing, good manners, and courteous language show respect to our clients and create a positive, professional image of our Company, both to our clients and the public at large.

In order to function effectively, we must have solid policies and rules of conduct designed to assure the well-being of all, to be consistent in our actions and to provide fair and impartial treatment for everyone. These rules and policies are not the basis for any contractual obligation between the employees and GCC. GCC reserves the right to modify, add, or rescind any contents as required.

Our growth and reputation depend on you and the care you provide. We strive to assure that you, our home care staff, have the ability and knowledge to give our clients the best care available. If you ever have questions, or need supervisory assistance, please call the office.

Sincerely,

Ursella Slusher
Executive Director
And
Juanita Garbutt
Owner and President

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Introduction

This Employee Handbook (“Handbook”) is a compilation of personnel policies, practices and procedures currently in effect at Garbutt Care Coordinators, LLC dba Home Helpers and Direct Link of East Tampa (“GCC”).

The Handbook is designed to introduce you to our Company, familiarize you with Company policies, provide general guidelines on work rules, benefits and other issues related to your employment, and help answer many of the questions that may arise in connection with your employment.

This Employee Handbook is not a contract of employment and does not create a contract of employment. Like most American companies, Garbutt Care Coordinators, LLC dba Home Helpers and Direct Link of East Tampa generally does not offer individual employees formal employment contracts with GCC. This Handbook does not create a contract, express or implied, guaranteeing you any specific term of employment, nor does it obligate you to continue your employment for a specific period of time. The purpose of the Handbook is simply to provide you with a convenient explanation of present policies and practices at GCC. This Handbook is an overview or a guideline. It cannot cover every matter that might arise in the workplace. For this reason, specific questions regarding the applicability of a particular policy or practice should be addressed to your manager.

GCC reserves the right to modify any of our policies and procedures, including those covered in this Handbook, at any time. We will seek to notify you of such changes by email and other appropriate means. However, such a notice is not required for changes to be effective.

Franchise Relationship Statement

GCC is a franchisee of HomeHelpers HomeCare, Inc. (Franchisor). Although GCC uses the “HomeHelpers HomeCare” name and logo, GCC and Franchisor are completely separate and, as mentioned above only GCC is your employer. Employee should also understand that:

- The authority to hire and fire, promulgate work rules and assignments and set conditions of employment is solely at the discretion of GCC;
- Day-to-day supervision of employees is solely done by GCC;
- Control over employee records is solely held by GCC;
- GCC is independently owned and operated; and
- GCC is an equal opportunity employer.

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General Employment Policies and Practices

Equal Employment Opportunity

GCC is an equal opportunity employer. We will extend equal opportunity to all individuals without regard to race, religion, color, sex (including pregnancy, sexual orientation, and gender identity), national origin, disability, age, genetic information, handicap, marital status, or any other status protected under applicable federal, state or local laws. Our policy reflects and affirms GCC's commitment to the principles of fair employment and the elimination of all discriminatory practices. Details of our equal employment opportunity policies are further explained in Anti-Discrimination & Harassment.

Your Employment Relationship with GCC

Like most American companies, Garbutt Care Coordinators, LLC dba Home Helpers and Direct Link of East Tampa generally does not offer individual employees a formal employment contract with GCC. Employment is "at will," meaning that you or GCC may end your employment at any time for any lawful reason.

This Employee Handbook is not a contract. It does not create any agreement, express or implied, guaranteeing you any specific terms or conditions of employment. Nothing contained in this Handbook should be construed as creating a contract guaranteeing employment for any specific duration, nor does the Handbook obligate you to continue your employment for a specific period. Unless you have entered into an employment agreement that supersedes this document, either you or GCC may terminate the employment relationship at any time. The Handbook does not guarantee any prescribed process for discipline and discharge.

No manager or other representative of GCC, other than the President, has the authority to enter into any agreement guaranteeing employment for any specific period. No such agreement shall be enforceable unless it is in writing and signed by the President and the employee.

Open Door Policy

Employees who believe that they have been treated unfairly or inappropriately in the workplace are encouraged to take advantage of our open-door policy. Speak with your supervisor, if you are comfortable doing so, or speak with Human Resources.

During this discussion, feel free to speak openly. Our desire is to understand and aid in solving problems that arise at work. Generally, you and your supervisor will be able to resolve the problem. If the problem persists, you may schedule a meeting with the next in line of authority.

**See Organization Chart – page 54*

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Recruitment and Hiring

GCC's primary goal when recruiting new employees is to fill vacancies with persons who have the best available skills, abilities, or experience needed to perform the work. Decisions regarding the recruitment, selection, and placement of employees are made on the basis of job-related criteria.

When positions become available, qualified current employees are encouraged and are welcome to apply for the position. As openings occur, notices relating general information about the position are posted. The manager of the department with the opening will arrange interviews with employees who apply.

We encourage current employees to recruit new talent for our Company.

Employment Classifications

The following terms will be used to describe employment classifications and status:

Exempt Employees

Exempt employees are individuals not subject to overtime pay laws. In general, overtime laws require that exempt employees:

- Receive a pre-determined weekly salary that is not subject to change based on the employee's work quality or quantity;
- Receive a salary that is at least equal to the salary level set by law; and
- Meet the requirements of an exempt job classification.

The federal Fair Labor Standards Act (FLSA) sets the most common set of overtime exemption standards. However, additional state and local laws may also apply. Under the FLSA, the salary level is \$684 per week (\$35,568 per year) and exemptions exist for administrative, professional, or management positions. Certain outside salespersons and a few other job categories are also exempt.

Non-Exempt Employees

Salaried employees who do not meet all criteria for an overtime exemption and many hourly employees are generally not exempt from overtime pay requirements.

Full-Time Employees

Full-time employees are members of the office staff and those caregivers who are scheduled to work at least 30 hours per week for more than 120 days in a year.

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Part-Time Employees

Part-time employees are those who are scheduled to work fewer than 30 hours per week that are not hired on a temporary basis. Part-time employees are not eligible for Company-paid benefits, except for a 401(k) plan (when offered), except as required by law. Any employee who works 1,000 hours per year or more may participate in a 401(k) plan (when offered).

Temporary Employees

Temporary employees are hired for an interim period, usually to fill in for vacations, leaves of absence, or projects of a limited duration. Temporary employees are not eligible for Company-paid benefits, except as required by law.

Seasonal Employees

Seasonal employees are those hired into a position for which the customary annual employment is 6 months or less. Seasonal employees are generally not eligible for benefits.

If your status changes from temporary or seasonal to part-time or full-time, you are considered hired on the date you become a full-time or part-time employee for purposes of calculating eligibility for benefits that require a minimum term of employment.

Orientation and Training

To help you become familiar with GCC and our way of doing things, GCC will provide an orientation and training session within the first few days after you begin work. Some of the content of the session will depend in large part on the nature of your responsibilities, while other parts will be applicable to all employees. In addition, GCC may periodically offer additional training or educational programs. Some programs may be voluntary, while others will be required. Orientation and training in person or e-learning will be paid at minimum wage.

Immigration Law Applicable to All Employees

GCC complies with the Immigration Reform and Control Act of 1986 by employing only U.S. citizens and non-citizens who are authorized to work in the United States. All employees are asked on their first day of work to provide original documents verifying the right to work in the United States and to sign a verification form required by federal law (Form I-9). If you cannot verify your right to work in the United States within three (3) days of hire, GCC is required by law to terminate your employment.

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Hours of Work Office Staff

The workweek is generally from Monday through Friday, with normal operating hours from 9:00 am to 5:00 p.m., with 30 minutes for lunch.

Hours of Work Caregivers

A Caregiver will submit their availability to work upon hire. We **require two weeks' notice to change availability**. Work hours will be assigned based on client needs during the given availability. If a shift is open outside a caregiver's availability, the scheduler will ask the caregiver if they want that shift prior to scheduling it. **Hours will vary depending on client load and hours are not guaranteed**. We will always do our best to assign as many hours as we can to our caregivers.

Overtime Hours

Because of the nature of our business, your job may periodically require overtime work. If GCC requires that you work overtime, we will give you as much advance notice as possible. You should not work overtime hours without prior approval by your immediate supervisor or the designated manager.

Attendance and Punctuality

It is important for you to report to work on time and to avoid unnecessary absences. GCC recognizes that illness or other circumstances beyond your control may cause you to be absent from work from time to time. However, frequent absenteeism or tardiness may result in disciplinary action, up to and including discharge. Excessive absenteeism or frequent tardiness puts an unnecessary strain on your co-workers and can have a negative impact on the success of GCC.

You are expected to report to work when scheduled. Whenever you know in advance that you are going to be absent, you should notify us **by phone at the office number or text to the scheduler**. If your absence is unexpected, you should attempt to reach us by phone as soon as possible, but in no event later than one hour before you are due at work. In the event that it is **outside of office hours, please call the scheduler phone**. If you must leave a voicemail, you must provide a number where we may reach you if need be.

Please note that some, but not all, absences are compensated under GCC's leave policies.

You are expected to be at your work location 5 min, prior to the beginning of each shift. If you are delayed, you must call the office to state the reason for the delay. As with absences, you

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must make every effort to call and speak directly with a member of the office staff. Regular delays in reporting to work may result in disciplinary action up to and including discharge.

Documented Events

A Documented Event may be logged in your personnel file if you do not follow the *Attendance and Punctuality* policies, including the *Scheduling Assignments* and *WellSky PC* policies.

Company and Departmental Meetings

Company Meetings

GCC will hold mandatory staff meetings from time to time that you will be required to attend. The meetings will be held at various times and locations to allow the opportunity for all employees to be in attendance.

Departmental Meetings

As appropriate, there will be meetings scheduled for staff from a specific location. These meetings may be held before, during, or after work hours. It is to your advantage to attend these meetings. Information will be shared regarding a specific client(s), concerns will be addressed, possible solutions discussed, and suggestions will be appreciated about your specific client(s).

Scheduling Assignments

Scheduling assignments is a cooperative effort between the office staff and the home care staff and is vital to our efficiency. The following guidelines will ensure smooth operation.

Routine Scheduling: All routine scheduling is done during regular office hours, 9:00 am to 5:00 pm, Monday through Friday; however, we are available 24 hours/day for emergencies. **We require two weeks' notice if your availability changes.**

Transportation: All employees must have a reliable means of transportation.

Telephone: All employees must have a Smart Cell Phone.

Availability: Employees must complete an availability form upon hire. Home care staff are considered unavailable for assignment beginning one day after the last day worked for this agency unless the office staff is notified of continued availability. **We require two weeks' notice if your availability changes.**

Assignment Acceptance: Employees must consider each assignment carefully before accepting or rejecting it. This agency strives to limit the number of home care staff assigned to a client in

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order to provide continuity of care. Therefore, when an employee accepts an assignment, we expect them to fulfill their commitment in a professional manner for the agreed length of time.

Inability to Complete Assignment: If an employee is unable to complete an assignment due to illness or an urgent family crisis, the employee must call the office immediately. Outside of office hours, the on-call coordinator can be reached 24 hours a day, 7 days a week.

Notice must be given six (6) hours prior to the start of the scheduled shift or by 5:00 pm the previous day for an assignment starting between 7:00 - 9:00 am.

Cancellation: Excessive employee late cancellation (call-offs) of assignments may be cause for disciplinary action. This also includes cancellation of assignments, with proper notice, if a pattern of cancellation exists. Employees who regularly accept, then cancel assignments, may be offered less work.

Short Notice Calls: Late notice (last minute) assignments sometimes occur. When an employee accepts an assignment on short notice or as a substitute, an opportunity for a long-term assignment may develop.

WellSky Personal Care (Clear Care)

WellSky (PC) is a monitoring system used to monitor hours worked. This ensures that our clients are being billed and Caregivers are being paid for, the actual hours worked.

- At the proper arrival/departure time, the Caregiver **must log in and out using the WellSky Personal Care app.**
- Caregivers use WellSky PC app (free app.) downloaded to their smartphone.
- Do not leave early; make sure you have given the Client the scheduled time. If the client insists that you leave, which is considered a change in schedule, you must contact the Office immediately, per Company Policy.
- In the event the “clock-in” is not possible for any reason, call or text the Office to notify them of the issue. A call will be made to the Client’s residence to ensure there is a Caregiver present. A *Documented Event* will be logged.
- If a Caregiver fails to “clock-out,” the Office will be notified, as well. A *Documented Event* will be logged.

Caregivers who do not observe Company Policy and accumulate three (3) Documented Events may be released from employment.

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Payroll Procedures

An employee's time sheet is a vital record. It forms the basis for our billing and your paycheck. By following the proper procedure, your check will be available on the designated day.

- The WellSky PC you complete each week determines the amount of your paycheck.
- The payroll period begins on alternate Saturdays and ends fourteen days later, on a Friday. Paychecks are computed on the current pay period worked and employees are paid on a bi-weekly basis every other Friday. Check stubs are available on-line via **Congruity HR**. Under no circumstances are any checks released early or advances given. **IF you sign up for TapCheck advance pay program, you will have access to your pay prior to pay day. (ask for the TapCheck program PDF if you are interested in this program)**
- You are to work ONLY the hours you are scheduled. Unauthorized hours may not be paid. If you have a question about your hours, or if you stay late to wait for your relief person, please call/text the office.
- Direct deposit is required. It is a system where your paycheck is deposited for you in one of several local banks on pay day. Enrollment is accomplished by providing a voided check, which indicates name, account number, and transit number of the bank. Employees with automatic deposit receive a check stub in lieu of a paycheck.
- **If you do not have a checking account, we will provide a re-loadable credit card for your pay.**

Inclement Weather

GCC's office is open for business unless there is a government-declared state of emergency or unless you are advised otherwise by your supervisor. There may be times when we will delay opening, and on rare occasions, we may have to close. Use common sense and your best judgment when traveling to work in inclement weather.

In the event that GCC's offices are closed by GCC or the government, office employees will be paid for the day. If GCC's facilities are open and you are delayed getting to work or cannot get to work at all because of inclement weather, the absence will be charged to (1) paid time off or (2) unpaid time off, in that order. You should always use your judgment about your own safety in getting to work.

When severe weather develops or is anticipated to develop during the day and a decision is made by GCC to close before 5:00 p.m., you will be compensated as if you had worked to the end of your regularly scheduled hours for that day.

Caregivers are required to shelter in place and not evacuate. We will communicate with you regarding any shift you need to report to during a state of emergency.

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Dress Code and Public Image

As an employee of GCC, we expect you to present a clean and professional appearance when you represent us, whether you are in or outside of the office. You are, therefore, required to dress in appropriate business attire and to behave in a professional, businesslike manner. It is essential that you act in a professional manner and always extend the highest courtesy to co-workers, visitors, customers, vendors and clients.

A Caregiver's personal appearance is important to the overall image that GCC is promoting. You are expected to wear appropriate attire and ensure that it is maintained in a clean and pressed condition for each shift. Shirts/blouses must be conservative in style (e.g., not showing midriff) and cannot display pictures or writing. Shorts must be no more than 3 inches above the knee. Shoes must be clean, not hamper your ability to perform duties, and not pose a danger for injury to yourself or the client. (e.g., high heels) Sleeveless shirts, cutoff shorts, and open-toe shoes are not permitted at any time.

Personal hygiene is equally important for conveying a professional appearance. Your hands, fingernails, teeth, and hair must be clean and properly groomed at all times. If you choose to wear jewelry, it should be conservative. No body piercings should be visible except for one pair of earrings. Tattoos should be covered. Keep in mind long fingernails must not hamper your ability to perform your duties or pose a danger of harming/scratching a client. Please be aware some people are sensitive to cologne, so be conservative if you choose to wear a scent.

It is the intent of this policy to comply with applicable state and federal laws prohibiting discrimination.

Code of Ethics

Employees shall respect the property of our clients. Employees **shall not**:

- Consume the client's food and/or drink or use the Client's personal property without the Client's offering and consent.
- Bring children, pets, friends, relatives, or anyone else to the Client's home.
- Take the client to the Caregiver's place of residence.
- Consume alcoholic beverages or use medicines, drugs, or other chemical substances not in accordance with the legal, valid, prescribed use/or in any way that impairs the Caregiver in the delivery of services to the Client.
- Discuss personal issues or religious or political beliefs with our clients and others in the care setting.
- Accept, obtain, or attempt to obtain money, or anything of value, including gifts or tips from our clients, household members or family members of the Client.
- Engage with the Client in sexual conduct or in conduct that may be reasonably be interpreted as sexual in nature, regardless of whether the contact is consensual.
- Leave the home for a purpose not related to the provision of services without notifying the Supervisor, the Client's emergency contact person, any identified Caregiver, and/or the Client's case manager, or, for client-directed services, leave the home without consent and/or knowledge of the Client.
- Engage in activities that may distract the Caregiver from responsibilities, including, but not limited to:
 - Watching television or playing computer or video games.*
 - Making or receiving personal telephone calls. (Emergency calls must come through the Office and you will be notified.)
 - Engaging in non-care related socialization with persons other than the Client.*
 - Providing care to individuals other than the Client. *
 - Smoking without the consent of the client (never in Client's home, even with permission).
 - Cell phone use of any kind.
 - Sleeping.

**Exceptions may be made when activity is with private pay client as requested by Client.*

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- Engage in behavior that causes or may cause physical, verbal, mental, or emotional Distress or abuse to the Client.
- Engage in behavior that may reasonably be interpreted as inappropriate involvement in the Client's personal relationships.
- Be designated to make decisions for the client in any capacity involving a declaration for mental health treatment, power of attorney, durable power of attorney, or guardianship.
- Sell or purchase from the consumer products or personal items. The only exception to this prohibition occurs when the client is a family member, and the Caregiver is not providing services.
- Use the Client's vehicle or transport a client **while providing Passport services unless prior authorization is received from the Case Manager via the GCC office.**
- Engage in behavior that constitutes a conflict of interest or takes advantage of or manipulates ODA-certified services resulting in unintended advantage for personal gain that has detrimental results for the client, the Client's family or caregivers, or another provider.

Standards of Conduct

- Avoid conflict of interests that would generate financial benefits for the employee, or allow a friend, relative or other, directly by using inside information.
- Respect Clients' Rights as outlined in the agency policy "Clients' Rights."
- Safeguard the confidentiality and security of all protected health information (oral or recorded in any form) that is obtained, handled, learned, heard or viewed, stored and destroyed in the course of their work or association with the agency.
- Provide ethical, current and accepted standards in the provision and delivery of home health services.
- Never provide services beyond what is authorized by the agency policies, State Practice Acts, Laws and Regulations.
- Document services as provided, never falsify notes or omit facts or knowingly allowing anyone else to do so, and never forge clients' or caregivers' signatures.

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- Never use incentives to actual or potential referral sources that may violate the anti-Kickback and antitrust statutes or other similar federal or state statutes or regulations.
- Never discuss personal issues, religious/political beliefs, or problems with clients.
- Avoid any verbal communication or actions of conduct, which could be viewed as sexual harassment.
- Never engage in violence, harassment, fighting, loud arguing or similar actions.
- Never engage in sexual conduct even if consensual.
- Maintain a high standard of personal hygiene, a neat, clean, and well-groomed appearance.
- Follow the agency policy regarding personal appearance and dress.
- Never report to work or make visits in the client's home under the influence of drugs, narcotics or alcohol.
- Never copy, disclose, or use the agency policies, forms and processes in any way whatsoever except for use in my work for this agency.
- Never carry weapons, explosives or other disruptive materials while in a client's home or on the premises of the agency.
- Never falsify records of employment, employment information or other Company records.
- Never record the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any timecards, either your own or another employee's.
- Never engage in theft, deliberate or careless damage or destruction of any Company property or the property of any employee or client.
- Never remove or borrow Company property without prior authorization.
- No unauthorized use of Company equipment, time, materials, or facilities.
- Never provoke a fight or fighting during working hours or on Company property.

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- No participating in horseplay or practical jokes on Company time or on Company premises.
- You must never carry firearms or any other dangerous weapons on Company premises at any time.
- Never engage in criminal conduct whether or not related to job performance.
- Never cause, create, or participate in a disruption of any kind during working hours or Company property.
- Never refuse to acknowledge and/or follow expressed and acknowledged behavior, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management.
- Never use abusive language at any time on Company premises.
- You must always notify a supervisor when unable to report to work.
- You must not have three (3) consecutive scheduled workdays unreported absence.
- You must obtain permission to leave work for any reason during normal working hours.
- You must observe working schedules, including rest and lunch periods.
- You must provide a physician's certificate when requested or required to do so.
- Never sleep or malingering on the job, watch TV or play games (computer/phone).
- Never make or accept personal telephone calls of more than three minutes in duration during working hours, except in cases of emergency or extreme circumstances.
- Never work hours without authorization or refuse to work previously agreed assigned hours.
- You must not wear extreme, unprofessional or inappropriate (determined at manager's discretion) styles of dress or hair while working.
- Never violate any safety, health, security or Company policies, rules or procedures.

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- Never commit a fraudulent act or a breach of trust under any circumstances.
- Never smoke in a client's home.
- You must never consume client's food and or drink.
- You must never use client's personal property without consent (i.e., microwave, refrigerator).
- Never bring children, pets, friends, or others to a client's home.
- Never take a client to the caregiver's place of residence.
- Never accept money/gifts or tips from client or family.
- Never sell products or personal items to clients.

ID Badge/Name Tags

GCC employees are given a name tag and are required to wear them during work hours to properly identify them. If a client requests the name tag to be removed while in a public setting, you may remove it. The name tag must be clearly visible at all times. Name tags remain the property of GCC and must be returned at the end of employment.

Workspace

Employees are responsible for maintaining the workspace assigned to them. A clean, orderly workspace provides an environment conducive to working efficiently. Employees should keep in mind that their workspace is part of a professional environment that portrays GCC's overall dedication to providing quality service to its clients. Therefore, your workspace should be clean, organized and free of items that are not required to perform your job.

Office Equipment

Certain equipment is assigned to staff depending on the needs of the job, such as a calculator, personal computer, printer and access to our central computers and servers. This equipment is the property of GCC and cannot be removed from the office without prior approval from your supervisor. GCC expects that you will treat this equipment with care and report any malfunctions immediately to staff members equipped to diagnose the problem and take corrective action.

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Personnel Records

It is important that GCC maintain accurate personnel records at all times. You are responsible for notifying your immediate supervisor or Human Resources Department of any change in name, home address, telephone number, immigration status, or any other pertinent information. By promptly notifying GCC of such changes, you will avoid compromise of your benefit eligibility, the return of W-2 forms, or similar inconvenience.

GCC permits current employees to inspect their personnel file once a year. Employees who would like to review their personnel file must make a written request and submit it to the office. Employees will be permitted to inspect their personnel file within two (2) weeks of the date that the Request Form is received.

The inspection of a personnel file will take place either before or after the employee's normal work hours at a location designated by GCC and may be in the presence of a Company representative.

An employee may not photocopy any part of a personnel file. However, an employee may take notes on what is in the personnel file.

Finally, no employee is entitled to have any document inserted in their personnel file, including any response to anything the employee reads in their personnel file.

Performance Reviews and Salary Reviews

An employee's first performance review will take place after the first ninety (90) days with GCC. Thereafter, performance reviews will normally be conducted annually. All performance reviews will be completed in writing by your supervisor or manager on the form designated by GCC and reviewed during a conference with you. Factors considered in your review include the quality of your job performance, your attendance, meeting the requirements of your job description, dependability, attitude, cooperation, compliance with Company employment policies, any disciplinary actions, and year-to-year improvement in overall performance. Compensation increases are given by GCC at its discretion in consideration of various factors, including your performance review, and GCC does not guarantee wage increases at any particular time.

Internet Access

Access to the Internet is given principally for work-related activities or approved educational/training activities. Incidental and occasional personal use and study use is permitted. This privilege should not be abused and must not affect the employee's performance of employment-related activities.

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Right to Monitor

GCC email and Internet system is at all times the property of GCC. By accessing the Internet, Intranet and electronic mail services through facilities provided by GCC, you acknowledge that GCC (by itself or through its Internet Service Provider) may from time to time monitor, log and gather statistics on employee Internet activity and may examine all individual connections and communications. Please note that GCC uses email filters to block spam and computer viruses. These filters may from time to time block legitimate email messages.

Responsibilities and Obligations

Employees may not access, download or distribute material that is illegal, or which others may find offensive or objectionable, such as material that is pornographic, discriminatory, harassing, or an incitement to violence.

You must respect and comply with copyright, trademark and similar laws, and use such protected information in compliance with applicable legal standards. When using web-based sources, you must provide appropriate attribution and citation of information to the websites. Software must not be downloaded from the Internet without the prior approval of qualified persons within GCC.

Violation of this Policy

In all circumstances, use of Internet access and email systems must be consistent with the law and Company policies. Violation of this policy is a serious offense and, subject to the requirements of the law, may result in a range of sanctions, from restriction of access to electronic communication facilities to disciplinary action, up to and including termination.

Email

The email system is the property of GCC. All emails are archived on the server in accordance with our records retention policy, and all emails are subject to review by GCC. You may make limited use of our email system for personal business matters, so long as such use is kept to a minimum and does not interfere with your work.

GCC email system is Company property, and as such, is subject to monitoring. System monitoring is done for your protection and the protection of the rights or property of the provider of these services. Please consider this when conducting personal business using Company hardware and software.

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E-mail is also an acceptable form of communication with the office for non-urgent matters. You can send your emails to 58884@homehelperhomecare.com. If you initiated communication via this route, then it is your responsibility to follow up and check your email for a response. Office initiated calls or texts must be answered in a reasonable time frame.

Electronic mail is like any other form of Company communication and may not be used for harassment or other unlawful purposes. Your email account is a Company-provided privilege and is Company property. Remember that when you send email from GCC domain, you represent GCC whether your message is business-related or personal.

Confidentiality of Electronic Mail

As noted above, electronic mail is subject at all times to monitoring, and the release of specific information is subject to applicable laws and Company rules, policies and procedures on confidentiality. Existing rules, policies and procedures governing the sharing of confidential information also apply to the sharing of information via commercial software.

Social Media

The term “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 or not associated or affiliated with GCC, as well as any other form of electronic communication. The same principles and guidelines found in GCC rules, policies, and procedures apply to an employee’s social media activities online.

Any conduct that adversely affects an employee’s job performance or the performance of fellow employees, or otherwise adversely affects GCC’s legitimate business interests, may result in disciplinary action, up to and including termination. Similarly, inappropriate postings, including but not limited to discriminatory remarks, harassment, and threats of violence, or similar inappropriate or unlawful conduct, will not be tolerated and may result in disciplinary action, up to and including termination. However, this restriction will not apply to any postings made in the exercise of any rights granted to an employee by federal law.

Employee Privacy

In this age of the Internet where privacy has become an increasing concern, we take your privacy very seriously. The privacy and security of your personal data (“Personal Information”) which we collect from you is important to us. It is equally important that you understand how we handle this data. GCC will not knowingly collect or use Personal Information in any manner not consistent with this policy, as it may be amended from time to time, and applicable laws.

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Collection of Information

In the course of conducting our business and complying with federal, state, and local government regulations governing such matters as employment, tax, insurance, etc., we must collect Personal Information from you. The nature of the information collected varies somewhat for each employee, depending on your employment responsibilities, the location of the facility where you work, and other factors. We collect Personal Information from you solely for business purposes, including those related directly to your employment with GCC, and those required by governmental agencies.

Use of the Information Collected

The primary purposes for collection, storage and/or use of your Personal Information include, but are not limited to:

- **Human Resources Management.** We collect, store, analyze, and share (internally) Personal Information in order to attract, retain, and motivate a highly qualified workforce. This includes recruiting, compensation planning, succession planning, reorganization needs, performance assessment, training, employee benefit administration, compliance with applicable legal requirements, and communication with employees and/or their representatives.
- **Business Processes and Management.** Personal Information is used to run our business operations including, for example, scheduling work assignments, managing Company assets, reporting and/or releasing public data (e.g., annual reports, etc.); and populating employee directories. Information may also be used to comply with government regulation.
- **Safety and Security Management.** We use such Personal Information as appropriate to ensure the safety and protection of employees, assets, resources, and communities.
- **Communication and Identification.** We use your Personal Information to identify you and to communicate with you.

Limited Disclosure

GCC acts to protect your Personal Information and ensure that unauthorized individuals do not have access to such information by using security measures to protect Personal Information. We will not knowingly disclose, sell, or otherwise distribute your Personal Information to any third party without your knowledge and, where appropriate, your express written permission, except where disclosure is reasonably necessary to comply with the law.

Security of Personal Information

We employ reasonable security measures and technologies, such as password protection, encryption, physical locks, etc., to protect the confidentiality of your Personal Information. Only authorized employees have access to Personal Information. If you are an employee with such authorization, it is imperative that you take the appropriate safeguards to protect such

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information. Paper and other hard copy containing Personal Information (or any other confidential information) should be secured in a locked location when not in use. Computers and other access points should be secured when not in use by logging out or locking. Passwords and user IDs should be guarded and not shared. When no longer necessary for business purposes, paper and hard copies should be immediately destroyed using paper shredders or similar devices. Do not leave copies in unsecured locations waiting to be shredded or otherwise destroyed. Do not make or distribute unauthorized copies of documents or other tangible medium containing Personal Information. Electronic files containing Personal Information should only be stored on secure computers and not copied or otherwise shared with unauthorized individuals within or outside of GCC.

GCC will make reasonable efforts to secure Personal Information stored or transmitted electronically from hackers or other persons who are not authorized to access such information.

Any violation or potential violation of this policy should be reported to your immediate supervisor, designated manager, or Human Resources Department. The failure by any employee to follow these privacy policies may result in discipline up to and including discharge of the employee. Any questions or suggestions regarding this policy may also be directed to your immediate supervisor, designated manager, or Human Resources Department.

Telephones

Access to GCC telephone system is given principally for work-related activities or approved educational/training activities. Incidental and occasional personal use is permitted. This privilege should not be abused and must not affect the employee's performance of employment-related activities. Telephone usage should be based upon cost-effective practices that support GCC's mission and should comply with applicable rules and regulations.

You should use common sense and your best judgment when making or receiving personal cellular phone calls at work. To the extent possible, employees should make personal cell phone calls during their breaks or lunch times. The use of cameras on cell phones during work hours is prohibited to protect the privacy of GCC as well as of fellow employees. However, this restriction will not apply to any recordings made in the exercise of any rights granted to an employee by federal law.

GCC telephone system is at all times the property of GCC. By accessing the telephone system through facilities provided by GCC, you acknowledge that GCC has the right to monitor its telephone system from time to time to ensure that employees are using the system for its intended purposes.

GCC prohibits the use of hand-held cellular devices while driving. Employees are strongly

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encouraged to use a hands-free cellular device while driving, should the use become a necessity in the course of employment. Sending and/or receiving text messages is expressly prohibited while operating any vehicle.

Smoking

In order to provide a safe and comfortable working environment for all employees, smoking, chewing (including snuff), using e-cigarettes/pipes, or using other tobacco and nicotine products is strictly prohibited at all times inside any Company building or vehicle, or in client work areas or vehicles.

Smoking at a client's home is prohibited at all times, regardless of whether the client is a smoker or grants you permission to smoke at their home. GCC actively discourages the use of tobacco by employees. Keep in mind that some clients, because of respiratory conditions or hypersensitivity, cannot even tolerate cigarette odor, that may be on your clothing.

Drug-Free Workplace

GCC takes the problem of drug and alcohol abuse seriously and is committed to providing a substance abuse-free workplace for its employees. Substance abuse of any kind is inconsistent with the behavior expected of our employees, subjects all employees and visitors to our facilities to unacceptable safety risks, and undermines our ability to operate effectively and efficiently. GCC has adopted a formal policy related to substance abuse. A copy of the complete policy is contained in this Handbook.

Substance Abuse Policy

GCC recognizes alcohol and drug abuse as potential health, safety and security problems. GCC expects all employees to assist in maintaining a work environment free from the effects of alcohol, drugs or other intoxicating substances. Compliance with this substance abuse policy is made a condition of employment, and violations of the policy may lead to discipline and/or discharge.

All employees are prohibited from engaging in the unlawful manufacture, possession, use, distribution, or purchase of illicit drugs, alcohol, or other intoxicants, as well as the misuse of prescription drugs on Company premises or at any time and any place during working hours. While we cannot control your behavior off the premises on your own time, we certainly encourage you to behave responsibly and appropriately at all times. All employees are required to report to their jobs in appropriate mental and physical condition, ready to work.

Substance abuse is an illness that can be treated. Employees who have an alcohol or drug abuse problem are encouraged to seek appropriate professional assistance. You may inform your

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immediate supervisor, designated manager, or Human Resources Department for assistance in seeking help to address substance abuse, who can also help you determine coverage available under GCC's medical insurance plan.

When work performance is impaired, admission to or use of a treatment or other program does not preclude appropriate action by GCC.

Any violator of this substance abuse policy will be subject to disciplinary action up to and including termination of employment.

Safety and Accident Rules

Safety is a joint venture at GCC. We strive to provide a clean, hazard-free, healthy, safe environment in which to work, and we make every effort to comply with all relevant federal, state and local occupational health and safety laws, including the federal Occupational Safety and Health Act. As an employee, you have a duty to comply with the safety rules of GCC, and you are expected to take an active part in maintaining this hazard-free environment. You must observe all posted safety rules, adhere to all safety instructions provided by your supervisor, and use safety equipment where required. Your workspace should be kept neat, clean and orderly. You are required to report any accidents or injuries – including any breaches of safety – and to promptly report any unsafe equipment, working condition, process or procedure to a supervisor. In addition, if you become ill or get injured while at work, you must notify your manager immediately. Failure to do so may result in a loss of benefits under the state workers' compensation law.

Failure to abide by GCC's safety and accident rules may result in disciplinary action, up to and including termination.

Workplace Violence Prevention Policy

As stated above, GCC is committed to the safety and security of our employees. Workplace violence presents a serious occupational safety hazard to our organization, staff, and clients.

Workplace violence includes any physical assault or act of aggressive behavior occurring where an employee performs any work-related duty in the course of his or her employment, including but not limited to an attempt or threat, whether verbal or physical, to inflict physical injury upon an employee; any intentional display of force which would give an employee reason to fear or expect bodily harm; intentional and wrongful physical contact with a person without his or her consent that entails some injury; or stalking an employee with the intent of causing fear of material harm to the physical safety and health of such employee when such stalking has arisen through and in the course of employment.

Acts of violence by or against any of our employees where any work-related duty is performed

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will be thoroughly investigated and appropriate action will be taken, including involving law enforcement authorities when warranted. All employees are responsible for helping to create an environment of mutual respect for each other as well as clients and visitors, following all policies, procedures and practices, and for assisting in maintaining a safe and secure work environment.

Promotions and Transfers

In an effort to match you with the job for which you are most suited and/or to meet the business and operational needs of GCC, you may be transferred from your current job. This may be either at your request or as a result of a decision by GCC.

Reasons for transfer may include, but are not necessarily limited to, fluctuations in department workloads or production flow; a desire for more efficient utilization of personnel; increased career opportunities; personality conflicts; health; other personal situations; or other business reasons. Temporary transfers may be made at the discretion of GCC management.

An employee is eligible to request a transfer and to be considered for a promotion upon completion of 6 months of satisfactory job performance. (However, a transfer may take place within the first six (6) months of employment if the management of GCC believes that it is in the best interest of GCC to make an exception to this guideline.) Your eligibility is also dependent, of course, on your having the needed skills, education, experience and other qualifications that are required for the job.

Anti-Discrimination & Harassment

Discrimination is Prohibited

GCC is an equal opportunity employer and makes all employment decisions without regard to race, religion, color, sex (including pregnancy, sexual orientation, and gender identity), national origin, disability, handicap, marital status, age, genetic information, or any other status protected under applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, compensation, and training. We seek to comply with all applicable federal, state and local laws related to discrimination and will not tolerate the interference with the ability of any of GCC's employees to perform their job duties.

GCC makes decisions concerning employment based strictly on an individual's qualifications and ability to perform the job under consideration, the comparative qualifications and abilities of other applicants or employees, and the individual's past performance within the organization.

If you believe that an employment decision has been made that does not conform with management's commitment to equal opportunity, you should promptly bring the matter to the attention of your immediate supervisor, designated manager, or Human Resources Department. Your complaint will be promptly, thoroughly, and impartially investigated. There will be no retaliation against any employee who files a complaint in good faith, even if the result of the investigation produces insufficient evidence to support the complaint.

Americans with Disabilities Act

The federal Americans with Disabilities Act (ADA) prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, fringe benefits, job training, and other terms, conditions, and privileges of employment. The ADA does not alter GCC's right to hire the best-qualified applicant, but it does prohibit discrimination against a qualified applicant or employee because of his or her disability, or because of a perceived disability. As a matter of Company policy, GCC prohibits discrimination of any kind against people with disabilities.

Disabled Defined

An applicant or employee is considered disabled if he or she (1) has a physical or mental impairment that substantially limits one or more major life activities; (2) has a record or past history of such an impairment; or (3) is regarded or perceived (correctly or incorrectly) as having such impairment.

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A qualified employee or applicant with a disability is an individual who satisfies the requisite skill, experience, education and other job-related requirements of the position held or desired, and who, with or without reasonable accommodation, can perform the essential functions of that position.

Reasonable Accommodation

A reasonable accommodation is any change in the work environment (or in the way things are usually done) to help a person with a disability apply for a job, perform the duties of a job, or enjoy the benefits and privileges of employment.

Qualified applicants or employees who are disabled should request reasonable accommodation from GCC in order to allow them to perform a particular job. If you are disabled and you desire such reasonable accommodation, contact your immediate supervisor, designated manager, or Human Resources Department. On receipt of your request, we will meet with you to discuss your disability. We may ask for information from your health care provider(s) regarding the nature of your disability and the nature of your limitations or take other steps necessary to help us determine viable options for reasonable accommodation. We will then work with you to determine whether your disability can be reasonably accommodated, and if it can be accommodated, we will explore alternatives with you and endeavor to implement a mutually agreeable accommodation.

Reasonable accommodation may take many forms and it will vary from one employee to another. Please note that according to the ADA, GCC does not have to provide the exact accommodation you want, and if more than one accommodation works, we may choose which one to provide. Furthermore, GCC does not have to provide an accommodation if doing so would cause undue hardship to GCC.

Workplace Harassment

GCC is committed to providing a work environment that provides employees equality, respect, and dignity. In keeping with this commitment, GCC has adopted a policy of “zero tolerance” with regard to employee harassment. Harassment is defined under federal law as unwelcome conduct that is based on race, color, religion, sex (including pregnancy, sexual orientation, and gender identity), national origin, age (40 or older), disability, or genetic information.

Harassment becomes unlawful where: (1) enduring the offensive conduct becomes a condition of continued employment; or (2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

This policy applies to all aspects of your employment. Harassment of any other person, including, without limitation, fellow employees, contractors, visitors, clients, or customers, whether at work or outside of work, is grounds for immediate termination. GCC will make every

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reasonable effort to ensure that its entire community is familiar with this policy and that all employees are aware that every complaint received will be promptly, thoroughly, and impartially investigated, and resolved appropriately. GCC will not tolerate retaliation against anyone who complains of harassment or who participates in an investigation.

Sexual Harassment

Sexual harassment is prohibited by federal, state, and local laws, and applies equally to men and women. Federal law defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when the conduct: (1) explicitly or implicitly affects a term or condition of an employee's employment; (2) is used as the basis for employment decisions affecting the employee; or (3) unreasonably interferes with an employee's work performance or creates an intimidating, hostile or offensive working environment.

Such conduct may include, but is not limited to: subtle or overt pressure for sexual favors; inappropriate touching; lewd, sexually oriented comments or jokes; foul or obscene language; posting of suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons; and repeated requests for dates. Company policy further prohibits harassment and discrimination based on sex stereotyping. Sex stereotyping occurs when one person perceives a man to be unduly effeminate or a woman to be unduly masculine and harasses or discriminates against that person because he or she does not fit the stereotype of being male or female. GCC encourages reporting of all perceived incidents of sexual harassment, regardless of who the offender may be. Every employee is encouraged to raise any questions or concerns with his or her immediate supervisor, designated manager, or the Human Resources Department.

Supervisors' Responsibilities

All managers are expected to ensure that the work environment is free from sexual and other harassment. They are responsible for the application and communication of this policy within their work areas. Managers should:

- Encourage employees to report any violations of this policy before the harassment becomes severe or pervasive.
- Make sure Human Resources Department is made aware of any inappropriate behavior in the workplace.
- Create a work environment where sexual and other harassment is not permitted.

Procedures for Reporting and Investigating Harassment

Employees should report incidents of inappropriate behavior or sexual harassment as soon as possible after the occurrence. Employees who believe they have been harassed, regardless of whether the offensive act was committed by a manager, co-worker, vendor, visitor, or client,

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should promptly notify their immediate supervisor, designated manager, or Human Resources Department. If the employee's immediate supervisor is involved in the incident, the employee should report the incident to the President. GCC takes claims of harassment seriously, no matter how trivial a claim may appear. All complaints of harassment, sexual harassment, or other inappropriate sexual conduct will be promptly, thoroughly, and impartially investigated by GCC.

GCC prohibits retaliation against any employee who files or pursues a harassment claim. To the extent possible, all complaints and related information will remain confidential, except to those individuals who need the information to investigate, educate, or take action in response to the complaint.

All employees are expected to cooperate fully with any ongoing investigation regarding a harassment incident. Employees who believe they have been unjustly charged with harassment can defend themselves verbally or in writing at any stage of the investigation.

To protect the privacy of persons involved, confidentiality will be maintained throughout the investigatory process to the extent practicable and appropriate under the circumstances. Investigations may include interviews with the parties involved, and, where necessary, individuals who may have observed the alleged conduct or who may have relevant knowledge.

At the conclusion of a harassment investigation, the complainant and the alleged "harasser" will be informed of the determination. Where appropriate, the "harasser" and the "victim" may be offered mediation or counseling through an employee assistance program (EAP).

Penalties for Violation of Anti-Harassment Policy

If it is determined that inappropriate conduct has occurred, GCC will act promptly to eliminate the offending conduct, and take such action as is appropriate under the circumstances. Such action may range from counseling to termination of employment and may include such other forms of disciplinary action (such as, for example, suspension), as GCC deems appropriate under the circumstances and in accordance with applicable law.

Compensation

Payroll Practices

Employees are paid bi-weekly. The pay period starts on Saturday and ends on Friday. The pay date is the following Friday. (See the Pay Schedule on the Caregiver Portal.) When a pay date falls on a holiday, employees will, when possible, be paid on the last business day before the holiday. Otherwise, employees will be paid on the first business day following the scheduled payroll date.

An employee's time keeping log in WellSky is a vital record. It forms the basis for our billing and your paycheck. By following the proper procedure, your check will be available on the designated day.

- The time keeping log you complete each week in the WellSky App will determine the amount of your paycheck.
- The payroll period begins on alternate Saturdays and ends fourteen (14) days later on a Friday. Paychecks are computed on the current pay period worked and employees are paid on a bi-weekly basis every other Friday. Check stubs are available online via your **Congruity HR** login. **Under no circumstances are any checks released early or advances given.**
IF you sign up for TapCheck advance pay program, you will have access to your pay prior to pay day. (ask for the TapCheck program PDF if you are interested in this program)
- You are to work ONLY the hours you are scheduled. If you have a question about your hours, or if you stay late to wait for your relief person, please call/text the office.

If you do not have direct deposit set up, we will arrange for a cash/credit card for your pay to be loaded to on pay day.

- Direct deposit is required. It is a system where your paycheck is deposited for you in one of several local banks on payday. Enrollment is accomplished by providing a voided check from your bank, which indicates your name, account number, and the transit number. Employees with direct deposit receive a check stub in lieu of a paycheck.

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Salary Deductions and Withholding

GCC will withhold the following from your paycheck:

Taxes

Federal, state and local taxes, as required by law, as well as the required FICA (Social Security and Medicare) payments.

Insurance

Your contribution to health insurance or other insurance premiums for yourself and any eligible family members or to other contributory benefit programs.

Other Deductions

Other deductions which you authorize, including Employee Benefit Contributions (e.g. Medical, Dental, Vision, Retirement, FSA, STD, LTD).

Direct Deposit

You may have your paycheck deposited directly into your bank account. You will be given the authorization form for deposit by your immediate supervisor, designated manager, or Human Resources Department.

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Benefits

Continuation of Health Coverage

Federal and Florida law generally requires employers to give employees, spouses, and dependent children the right to continue group health benefits for limited periods of time under certain circumstances, such as voluntary or some types of involuntary job loss, reduction in hours worked, death, divorce, and other life events. Employees ordinarily may continue their health coverage for up to 18 months when their employment is terminated.

Mileage Reimbursement

Employees that engage in business-related travel are eligible for the standard mileage reimbursement if the travel is properly documented and the employee has received prior approval for the expense. Mileage reimbursement will be at an established rate. Normal personal commuting costs are not eligible for reimbursement.

Expense Reports

All expenses for which an employee seeks reimbursement must be itemized on an expense report. Expense reports must be submitted within one week of incurring the expense. A supervisor must review and approve all expenses prior to submission to the Payroll Department.

The following information must be included in each expense report submitted:

- Employee's name
- Itemized list of all expenses for which reimbursement is requested, including the amount and the business-related purpose for each
- For travel-related expenses, the date, location, and purpose of the trip and a description of the business expenses incurred (transportation, lodging, meals)

Receipts are required for all expenses over \$8.00 and must be attached to the expense report.

Holidays, Vacation and Other Leave

Religious Observance

Federal and state equal opportunity laws generally require employers to accommodate the religious beliefs of employees, but do not require them to provide paid leave. GCC respects your religious beliefs, however, and therefore, will provide one (1) day of paid leave to employees who, for religious reasons, must be away from the office on days of normal operation. This leave must be requested through the department manager two weeks prior to the event.

Holiday Pay

Full-time employees are entitled to the following paid holidays:

New Year's Day, Memorial Day, Independence Day, Veterans' Day, Thanksgiving Day and Christmas Day

Paid Time Off (PTO)

Rather than allocating employees separate amounts of time off for sick, vacation, and personal days, GCC provides Paid Time Off (PTO) to give employees greater flexibility to meet their personal needs. Eligible employees will be awarded PTO days each year to use however they want, up to a certain amount each year. The amount of PTO earned will depend on your length of service with GCC. GCC may require you to use any accrued PTO during unpaid family and medical leave, or any other leave of absence, subject to applicable laws and regulations.

Please note that this policy does not replace GCC's holiday schedule and employees will continue to have designated paid holidays each year in accordance with this section.

PTO Eligibility & Accrual

Full-Time employees are eligible beginning on their first year anniversary. PTO will be awarded after completion of the first year of FT service.

Full-time employees earn PTO as follows:

Year of Service	Time Off
Upon completion of 1st year of service	Ten (10) days are awarded
Upon completion of the 2 nd - 5th year of service	Eighteen (18) days are awarded
Upon completion of the 6th - 15th year of service	Twenty-three (23) days awarded

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Accrued PTO Maximum

PTO Must be used by the following anniversary date after award. PTO may only be carried over with prior approval and no more than three weeks may be used consecutively.

Procedure

Requests for PTO should be submitted to your supervisor at least 2 weeks in advance. PTO requests are approved by your immediate supervisor and are granted on a first-come, first-served basis. In the event of a conflict in PTO requests, your supervisor will consider GCC's staffing needs during the relevant period, as well as the length of service with GCC of the employees involved.

Military Service Leave

Employees serving in the uniformed services, including the Army, Navy, Marine Corps, Air Force, Coast Guard, Civil Air Patrol and Public Health Service commissioned corps, as well as the reserve components of each of these services, may take unpaid military leave, as needed, to enable them to fulfill their obligations as servicemembers. Servicemembers must provide advance written or verbal notice to GCC for all military duty, unless giving notice is impossible, unreasonable, or precluded by military necessity. Employees should provide notice as far in advance as is reasonable under the circumstances. In addition, employees may, but are not required to, use accrued vacation and/or personal days while performing military duty.

Family and Medical Leave*

**Currently, GCC does not have enough employees to be subject to the FMLA.*

A note about leave benefits

Employees may be entitled to leave benefits under federal, state and local laws. Additional benefits may apply during public emergencies and health crises. The policies in this handbook are based on established federal and state requirements. **Employees should contact Human Resources Department to learn more about short-term leave benefits provided by temporary, emergency laws.**

Company employees may be eligible to take unpaid family and medical leave under the federal Family and Medical Leave Act (FMLA). This policy provides an introduction to the rights and provisions of the federal FMLA. The Department of Labor's (DOL's) model notice is attached to this policy and further explains the FMLA. If you have questions about the FMLA, please contact Human Resources Department.

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Eligibility

To be eligible for leave, you must have been employed by GCC for at least 12 months. In the 12 months immediately preceding the beginning of the leave, you must also have worked at least 1,250 hours to qualify for federal FMLA. In addition, 50 or more Company employees must be employed within 75 miles of the office or worksite where you work.

Amount of Leave Available

Eligible employees may take up to a total of 12 weeks of FMLA leave within a 12-month period. Please contact Human Resources Department for more information about how the 12-month period is calculated for FMLA leave. FMLA can be used for:

- The birth of an employee's child or the placement of a child with the employee for adoption or foster care
- To care for the employee's spouse, child or parent with a serious health condition
- The employee has a serious health condition that makes them unable to perform the functions of their job
- A qualifying exigency that arises because the employee's spouse, child, parent or next of kin is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

When leave is taken to care for a covered service member with a serious injury or illness, a spouse, child, parent or next of kin may take up to 26 weeks of unpaid FMLA leave during a single 12-month period (different calculations may apply for military exigency). Eligible employees are limited to a total of 26 workweeks of FMLA-protected leave during that 12-month period. For example, an employee cannot take 26 workweeks of FMLA leave to care for a covered service member and then take 12 more weeks for other FMLA qualifying reasons.

Under the federal FMLA, spouses employed by GCC are jointly entitled to a combined total of 12 weeks of leave for the birth of a newborn child, for the placement of a child for adoption or foster care or to care for a parent who has a serious health condition. The federal FMLA does not cover care for parents-in-law. Spouses employed by GCC are jointly entitled to a combined total of 26 weeks of leave to care for a covered service member.

Types of Leave Available

Birth or placement for adoption or foster care: FMLA leave is available to eligible male and female employees for the birth of a child or for the placement of a child with the employee for purposes of adoption or foster care. FMLA leave must be completed within 12 months of the birth or placement. This type of leave may not be taken intermittently or on a reduced schedule unless GCC agrees to this request. See below for more details on noncontinuous leave.

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Serious health condition of employee: If, as an eligible employee, you experience a serious health condition as defined by the FMLA, you may take medical leave under this policy (see “Definitions” for the definition of serious health condition). A serious health condition generally occurs when you:

- Receive inpatient care in a hospital, hospice or nursing home.
- Suffer a period of incapacity accompanied by continuing outpatient treatment or care by a health care provider.
- Have a history of a chronic condition that may cause episodes of incapacity.

The following provisions apply to leave for the serious health condition of an employee:

- *Noncontinuous leave*—Medical leave may be taken all at once or, when medically necessary, intermittently or on a reduced leave schedule (see below).
- *Certification process*—The need for leave must be documented by your treating health care provider through our medical certification process (see below).
- *Fitness-for-duty statement*—A fitness-for-duty statement will be required in order for you to return from a medical leave. Failure to provide the statement will result in a delay in your return to work.

Serious health condition of immediate family member: If, as an eligible employee, you need family leave in order to care for your child, spouse or parent who experiences a serious health condition as defined by the FMLA (see “Definitions” for definitions of child, spouse, parent and serious health condition), you may take a leave under this policy.

- *Noncontinuous leave*—Leave may be taken all at once or, when medically necessary, intermittently or on a reduced leave schedule (see below).
- *Certification process*—The need for leave must be documented by the family member’s treating health care provider through our medical certification process (see below).

Qualifying exigency because of active duty: If, as an eligible employee, you need family leave because of any qualifying exigency arising out of the fact that your spouse, son, daughter or parent is on covered active duty in the armed forces (including the National Guard or Reserves), or has been notified that they will be called or ordered to covered active duty in the armed forces (including the National Guard or Reserves), you may take family leave under this policy. (See “Definitions” for a definition of qualifying exigency)

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- *Noncontinuous leave*— Family leave for any qualifying exigency arising out of the covered active duty of a family member may be taken all at once, intermittently or on a reduced leave schedule (see below).
- *Certification process*—The need for leave must be documented through our certification process (see below).

Service member family leave: If, as an eligible employee, you need family leave to care for a covered service member who is your spouse, child, parent or next of kin and who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list for a serious injury or illness, you may take up to 26 weeks of unpaid leave during a single 12-month period under this policy. (See “Definitions” for a definition of covered service member and serious injury or illness)

An eligible employee may take service member family leave to care for a covered veteran who is the employee’s spouse, child, parent or next of kin and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. (See “Definitions” for a definition of covered veteran)

- *Noncontinuous leave*—Service member family leave may be taken all at once or, when medically necessary, intermittently or on a reduced leave schedule (see below).
- *Certification process*—The need for leave must be documented by the family member’s treating health care provider through our medical certification process (see below).

Providing Notice

Failure to provide adequate notice may, in the case of foreseeable leave, result in a delay of leave. It is your responsibility to notify your manager and Human Resources Department of absences that may be covered by the FMLA.

You must provide sufficient information regarding the reason for an absence for GCC to know that protection may exist under this policy. Failure to provide this information will result in delay or forfeiture of rights under this policy. This means the absence may then be counted against your record for purposes of discipline for attendance or similar matters.

Generally, an application for leave must be completed for all leave taken under this policy. A nonemergency leave should generally be requested from Human Resources Department at least 30 days, or as soon as practical, in advance of the date the leave is expected to begin.

In cases of emergency, you (or your representative, if you are incapacitated) should give verbal notice as soon as possible, and the application form should be completed as soon as practical.

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Medical Certification Process

In addition to an application for leave, you will be required to complete a medical certification form when leave is for a family member's or your own serious health condition. The certification form needs to be signed by the health care provider. The short-term disability certification may be sufficient where the information required is duplicative. These forms are available from Human Resources Department. Second or third certifications from health care providers and periodic recertification at GCC's or your expense may be required under certain circumstances.

We may also require periodic reports during federal FMLA leave regarding your status and intent to return to work.

Military Family Leave Certifications

In addition to an application for leave, you will be required to complete a Certification of Qualifying Exigency for Military Family Leave form when leave is for a qualifying exigency. A copy of the military member's active-duty orders or other military documentation may also be required to substantiate your need for FMLA leave.

If you request leave to care for a covered service member with a serious injury or illness, you will be required to complete a medical certification form, which must be signed by the service member's health care provider. The certification form will request additional information, such as information regarding the relationship between you and the covered service member, to substantiate your need for FMLA leave.

Noncontinuous Leave

Intermittent or reduced leave will be permitted only when it is medically necessary or for a qualifying exigency, as explained above. In all cases, the total amount of leave taken in a calendar year should not exceed your total allotment as defined earlier in this policy.

Intermittent and reduced schedule leave must be scheduled with minimal disruption to an employee's job. To the extent possible, medical appointments and treatments related to an employee's or family member's serious health condition should be scheduled outside of working hours or at such times that allow for a minimal amount of time away from work.

If you request non-continuous federal FMLA leave which is foreseeable based on planned medical treatment for yourself, a family member or a covered service member, you may be required to transfer temporarily to an available alternative position offered by GCC for which you are qualified, and which better accommodates recurring periods of leave than your regular employment position. You will be entitled to equivalent pay and benefits but will not necessarily be assigned the same duties in the alternative position. This provision may also

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apply if GCC approves a noncontinuous leave for the birth of a child or the placement of a child for adoption or foster care.

Benefit Continuation During Leave

GCC will maintain your group health plan coverage and certain other employment benefits (such as group life insurance, AD&D insurance, and health and dependent flexible spending accounts) during your FMLA leave on the same terms as if you had continued to work, if these benefits were provided to you before the leave was taken. You will be required to pay your regular portion of premiums. Contact Human Resources Department for an explanation of your options.

Benefits that are accumulated based upon hours worked will not accumulate during the period of FMLA leave.

In some instances, GCC may recover premiums it paid to maintain health plan coverage for an employee who fails to return to work from FMLA leave.

Returning to Work

If the reason for FMLA leave is for your own serious health condition, you will be required to present a fitness-for-duty certification immediately upon return to work.

If you wish to return to work before the scheduled expiration of FMLA leave, you must notify GCC of the change in circumstances as soon as possible, but no later than two working days prior to your desired return date.

If you exhaust all leave under this policy and are still unable to return to work, you must notify GCC as soon as possible. Your situation will be reviewed to determine what rights and protections might exist under other Company policies.

Rights upon Return from Leave

Upon return from family or medical leave, you will be returned to the position you held immediately prior to the leave, if the position is vacant. Certain exceptions exist for key employees, as defined by law. If the position is not vacant, you will be placed in an equivalent employment position with equivalent pay, benefits and other terms and conditions of employment.

The law provides that an employee on leave has no greater rights than the employee would have had if the employee had continued to work. Therefore, you may be affected by a layoff, termination or other job change if the action would have occurred had you remained actively at work.

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Substitution of Paid Leave for Unpaid Leave

Under the FMLA, employees may choose, or employers may require use of accrued paid leave while taking FMLA leave. Contact Human Resources Department for further information.

Other Types of Leave

If you do not qualify for the types of leave described in this policy, GCC may approve a personal leave of absence, depending on your circumstances. Except where mandated by law, we cannot guarantee that benefits will continue or that your position will remain open in your absence.

Definitions

Spouse— A husband or wife as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into. This definition also includes an individual in a same-sex or common law marriage that was entered into in a state that recognizes these marriages. An opposite-sex, same-sex or common law marriage that was entered into outside of any state will be recognized if the marriage is valid in the place where it was entered into, and the marriage could have been entered into in at least one state.

Parent—A biological parent, adoptive parent, stepparent, foster parent or an individual who provides or provided day-to-day care or financial support to the child. Parent does not include a parent-in-law under this law.

Child—A biological, adopted or foster child, stepchild, legal ward or a child who is receiving day-to-day care or financial support from the employee and is under the age of 18. Child also includes a person 18 years of age or older who is incapable of self-care because of a mental or physical disability. For military family or qualifying exigency leave, the child does not have to be a minor (under the age of 18) and can be of any age.

- **Incapable of self-care**—The child requires active assistance or supervision to provide daily self-care in three or more “activities of daily living,” or “instrumental activities of daily living,” including adaptive activities such as caring appropriately for one’s grooming and hygiene, bathing, dressing, eating or instrumental activities such as shopping, taking public transportation or maintaining a residence.
- **Physical or mental disability**—A physical or mental impairment that substantially limits one or more major life activity of the individual.

Covered service member— A member of the armed forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list for a serious injury or illness.

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Covered veteran—An individual who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces (including the National Guard or Reserves) and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

Next of kin—Used with respect to an individual, this means the nearest blood relative of that individual, other than the spouse, parent or child.

Serious health condition—Illness, injury, impairment, or physical or mental condition that involves:

- Inpatient care in a hospital, hospice or residential medical care facility.
- A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves: 1) treatment two or more times within 30 days of the first day of incapacity, unless extenuating circumstances exist, by or under the orders of a health care provider; or 2) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of a health care provider. The first (or only) visit must occur in person within seven days of the first day of incapacity.
- Any incapacity due to pregnancy or for prenatal care.
- Chronic conditions causing incapacity requiring periodic treatment (at least twice a year) by or under the supervision of a health care provider, which continue over an extended period of time and may cause an episodic rather than a continuing period of incapacity (for example, asthma, diabetes and epilepsy).
- Permanent or long-term conditions causing incapacity and requiring continuing supervision for which treatment may not be effective (for example, Alzheimer's, a severe stroke or the terminal stages of a disease).
- Multiple treatments by or under the supervision of a health care provider either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy), severe arthritis (physical therapy) or kidney disease (dialysis).

Serious Injury or Illness—can be:

- In the case of a member of the armed forces, including a member of the National Guard or Reserves, an injury or illness incurred by the member in the line of duty on active duty in the

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Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the armed forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.

- In the case of a veteran who was a member of the armed forces, including a member of the National Guard or Reserves, an injury or illness incurred by the member in the line of duty on active duty in the armed forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the armed forces) and that manifested itself before or after the member became a veteran and is:
 - A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the armed forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank or rating.
 - A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for servicemember family leave.
 - A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Qualifying Exigency—includes:

- Short-notice deployment (seven days or less)
- Military events and related activities
- Childcare and school activities
- Financial and legal arrangements
- Counseling
- Rest and recuperation (up to 15 days)
- Post-deployment activities
- Parental care
- Additional activities agreed to by GCC and the employee

Military Caregiver Leave

The FMLA also allows an eligible employee who is the spouse, son, daughter, parent or next of kin of a member of the Armed Forces, National Guard or Reserves or of certain recent veterans

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with a serious illness or injury, up to 26 weeks of unpaid leave within a 12-month period to care for the injured or ill service member or veteran. A “serious illness or injury” is generally an injury or illness incurred by the covered service member in the line of duty on active duty (or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty) that may render the service member medically unfit to perform the duties of the member’s office, grade, rank, or rating.

An eligible employee is entitled to a combined total of 26 workweeks of military caregiver leave and leave for any other FMLA-qualifying reason in a single 12-month period, provided that the employee may not take more than 12 weeks of leave for any other FMLA-qualifying reason during this period. (For example, in the single 12-month period an employee could take 12 weeks of FMLA leave to care for a newborn child and 14 weeks of military caregiver leave but could not take 16 weeks of leave to care for a newborn child and 10 weeks of military caregiver leave.) Generally, you must give GCC at least 30 days’ notice before the commencement of any military caregiver leave.

Qualifying (Military) Exigency Leave

The FMLA also provides for up to 12 weeks of unpaid leave within a 12-month period when an eligible employee’s spouse, son, daughter, or parent is on (or has been notified of an impending call to) “covered active duty” in the Armed Forces. (“Covered active duty” for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country. “Covered active duty” for members of the U.S. National Guard and Reserves means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation.) The leave may also be extended to the family members of certain retired military. This leave may be used to take care of such things as childcare or financial and legal arrangements necessitated by the deployment of the family member.

Break Time for Nursing Mothers

The federal Fair Labor Standards Act (FLSA) allows employees to take reasonable, unpaid break time to express breast milk as needed for up to one (1) year after the birth of a child. GCC will provide a place for the employee to express breast milk, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public. Employees will not be discharged or in any other manner discriminated against in exercising their rights under this policy.

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Appearance as a Witness

An employee called to appear as a witness will be permitted time off to appear, but without pay. Employees will be permitted to use accrued paid or unpaid time off when appearing as witnesses.

Voting Leave

GCC encourages all employees to vote. Most polling facilities for elections for public office have hours that are scheduled to accommodate working voters. GCC, therefore, requests that employees schedule their voting for before or after their work shifts. An employee who expects a conflict, however, should notify his or her supervisor, in advance, so that schedules can be adjusted if necessary.

Jury Duty Leave

GCC encourages employees to fulfill their civic duties. To that end, employees will be allowed leave to serve on a jury, if summoned. We request that you give us a copy of your summons notice as soon as you receive it, so that we may keep it on file. GCC will provide additional documentation in this regard, if necessary, to obtain such postponement.

Jury duty can last from a portion of a single day to several months or more. During this time, you will be considered on a leave of absence and will be entitled to continue to participate in insurance and other benefits as if you were working. While serving on jury duty, you are expected to call in to your supervisor periodically to keep him or her apprised of your status.

Miscellaneous

Transfers and Leaving GCC

Transfers

You may request a transfer from one client yet continue to accept assignments from GCC. We will replace you as quickly as possible, however, we expect you to continue with that client until a replacement is found. If you fail to give sufficient notice, you will be ineligible for rehire.

Voluntary Separation of Employment

If you wish to resign your employment with GCC, we request that you notify your manager of your anticipated departure date at least two (2) weeks in advance. This notice should be in the form of a written note or letter. If you resign without two (2) weeks' notice, you will be ineligible for rehire at a later date.

You will be paid for accrued but unused time off as part of your last paycheck.

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GCC asks all employees to participate in an exit interview with their immediate supervisor prior to leaving GCC. This provides an opportunity to return parking passes, keys and other property and to tie up any loose ends. You will receive preliminary information at that time regarding continuation coverage and any other continuation of benefits for which you may be eligible.

If you leave GCC in good standing, you may be considered for reemployment later. However, in the case of rehiring, GCC may consider you to be a new employee with respect to time off, benefits, and seniority.

Involuntary Separation of Employment

GCC takes our policies and standards seriously. They are based on the law, respect for the agency, respect for the clients, respect for our employees and common sense. Violation of a policy or standard may result in disciplinary action up to and including termination.

GCC uses progressive disciplinary action for the purpose of allowing corrections of a performance problem or misconduct. GCC is committed to making certain that disciplinary actions are prompt, uniform, and impartial.

Disciplinary action can include a verbal or written warning and probation of a specified length. An employee's failure to correct his/her actions may result in termination. For certain serious violations of GCC's or clients' policies, procedures, and rules, and for certain performance issues, some steps of the process may be bypassed, and no warning will be given. Depending on the nature of the conduct, termination may be immediate.

By using progressive discipline, we hope that most performance issues can be corrected at an early stage, benefiting both the employee and GCC.

An employee who disagrees with any disciplinary action has the right to appeal the decision or action. A written copy of the appeals process can be obtained from the Employment Coordinator.

Dispute Resolution

In a perfect world, every employment relationship would be smooth and harmonious. However, there are, unfortunately, times when employees and employers disagree. These disagreements often arise in the context of involuntary employment termination, but there may be disagreements regarding the right to a promotion, expense reimbursement, or on other matters.

To the extent permitted by applicable law, all employees of GCC agree to first seek to mediate any dispute with GCC with a mediator from the American Arbitration Association or similar organization trained and experienced in employment disputes. If mediation is not successful,

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both GCC and the employee agree to submit their dispute to arbitration. The arbitrator will be chosen from a panel presented by the American Arbitration Association, or such other organization as is acceptable to both parties. The cost of the arbitrator will be split between GCC and the employee. Each party will be responsible for its own attorney or other related fees. Both GCC and the employee acknowledge that by agreeing to arbitrate, each gives up its right to litigate their employment dispute in court or to submit it to a jury. The decision of the arbitrator is final and binding.

However, either party may seek to have a court of competent jurisdiction enforce an arbitration award. In addition, GCC retains the right to seek injunctive or other relief in the case of misappropriation of trade secrets or other confidential information, or any other action by an employee which might reasonably be expected to lead to irreparable harm to GCC.

Although we seek to provide a workplace in which all employees feel that they are an important part of GCC and where employees feel fairly treated, there may be times when you have a dispute with a supervisor or GCC which can best be resolved through a formal procedure for dispute resolution. All disputes between any employee and GCC are to be resolved in accordance with the following procedure. Please note, however, that GCC reserves the right to modify this procedure at any time and nothing in this procedure should be construed to constitute a contract between you and GCC or to constitute any part of a contract between you and GCC.

Any dispute between you and GCC may be resolved using this grievance procedure, with the exception of oral reprimands which are not recorded in your personnel file.

A grievance is a complaint by an employee concerning any matter related to the employee's employment with GCC. All grievances must be in writing. Using the form provided by GCC, you must state clearly and concisely all the known facts related to your grievance, including "who, what, where, when and the why." Clearly explain why you disagree with the act or omission that forms the basis for the grievance. Also explain what remedy you are requesting. You must sign and date the grievance.

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Grievance Procedure

Preliminary Step

You must first address your grievance with your immediate supervisor. This may be done orally in informal discussion. If your informal attempts to resolve the matter are not successful, you may implement the formal grievance process.

Step 1

You must first submit your grievance in writing to your immediate supervisor. Grievances must be submitted within thirty (30) calendar days following the date you first knew or should have known of the grievance. If you do not submit the grievance within the thirty (30) day period, you waive your right to assert it.

Your supervisor will respond in writing within ten (10) days following receipt of your grievance. All grievances and replies in Step 1 must be in writing. If the grievance is not settled in Step 1, then you may proceed to Step 2.

Step 2

Within ten (10) days following your receipt of the written answer to your Step 1 grievance from your supervisor, you may appeal the disposition of your grievance by your supervisor to your Department Head. The Department Head will then undertake an investigation of your grievance and the underlying facts. Within 15 business days following receipt of your grievance the Department Head will meet with you in person to discuss your grievance. The Department Head will then provide a written response to your grievance within 15 business days following the date of your meeting.

Step 3

If you are not satisfied with the response of the Department Head at Step 2, you may submit your grievance to the President of GCC or the President's designee for review within five (5) days following receipt of the written response from your Department Head. The President or his or her designee will review the grievance and provide a written response within 15 business days following receipt of the Step 3 grievance.

Step 4

You may appeal a Step 3 grievance to Step 4 and request final and binding arbitration of your grievance. The request for arbitration must be in writing and must be made within 30 days following receipt of the response of the President or the President's designee at Step 3.

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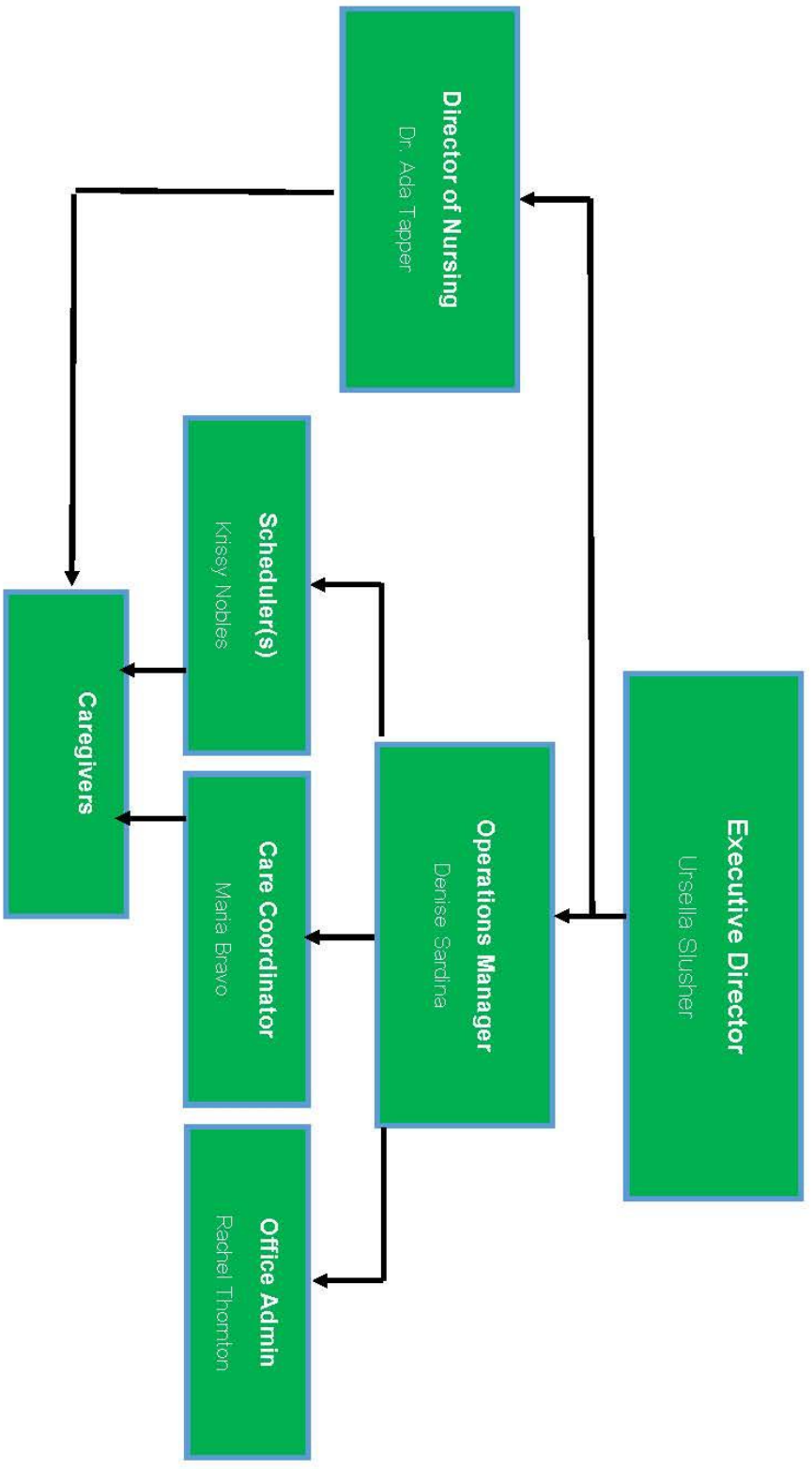
Upon receipt of your request, GCC will, within ten (10) working days of its receipt of your request, ask the Federal Mediation and Conciliation Service or the American Arbitration Association to provide a list of prospective arbitrators. The parties will choose an arbitrator from the list provided. If the parties cannot agree upon the choice of an arbitrator, then you and GCC will ask the American Arbitration Association to appoint an arbitrator to hear your case.

All fees or expenses of arbitration, including, without limitation, the arbitrator's fees and expenses and rental of a venue for the arbitration, if necessary, shall be borne equally by the parties. Each party will pay its own attorneys' fees or costs other than the arbitrator's fees and expenses.

The grievant bears the burden of proof as to the validity of the grievance.

The decision of the arbitrator shall be in writing and the decision is final and binding. Arbitration is the exclusive forum for resolution of discipline and discharge cases, and both GCC and you waive your right to bring any action in court or to submit such matter to a jury. Either party may, however, seek to enforce an arbitrator's award in a court of competent jurisdiction. In addition, GCC retains the right to seek injunctive or other relief in the case of misappropriation of trade secrets or other confidential information, or any other action by an employee which might reasonably be expected to lead to irreparable harm to GCC.

ORGANIZATIONAL CHART
HOME HELPERS OF EAST TAMPA



Organizational Chart