Guidelines and Expectations A Handbook For Providers





The *Mission* of **Seniors Helping Seniors**[®] is to provide seniors with the ability to choose an independent lifestyle in their own homes for as long as possible and be treated with the dignity and respect they deserve. The *Goal* of SHS is to find caring caregivers who can provide a service to seniors in our community.

Table of Contents

Page

Introduction	
Guidelines and Expectations	4-5
About Us	5-6
Philosophy and Mission	7
Authority and Responsibility	
Nondiscrimination Policy	7
Table of Organization	7-8
Job Descriptions	
At-Will Notice	8
Employment Classifications	8-9
Pre-employment Requirements	
Personnel Records.	10-11
Initial Evaluation Period	
Performance Evaluations	
Safety	
Receiver & Customer Service	12-13
Confidential Information	
Dress	
Hours of Work	
Attendance and Punctuality	
Work Assignments	15
Time Management	
Salary Ranges and Adjustments	
Pay Period	
Reimbursable Expenses	
Personal Property	
Advances and Loans	
Eating and Drinking	
Smoking	
Use of Drugs or Alcohol	
Personal Visitors	
Phone Calls and use of Telephone	
Solicitation	
Power of Attorney	
Communication	
Quality Improvement	
Holidays	
Economic Benefits	
Leave of Absence	
Training and Education	
Progressive Corrective Action	
Termination of Employment	22-24
Return of Company Property	
Anti-Harasssment	
Grievance Procedure	

Introduction

Welcome to **Seniors Helping Seniors**[®]. This manual is for your use, and we sincerely hope that it will guide you in fulfilling your responsibilities and answer most of your questions. Please read it carefully and refer any questions it does not address to your immediate supervisor. For clarity, we will frequently refer to **Seniors Helping Seniors**[®] throughout this manual as **SHS**.

As a representative of **SHS**, you are joining a group of highly committed professionals who believe in the philosophy and goals of SHS. We are committed to providing an environment in which our Receivers will feel good about themselves, the decisions they make and the services they receive. It is an environment where our Receivers are given opportunities to be as independent as possible, are encouraged to grow and develop their skills and interests, and where all of our employees, administrative and support staff are committed to providing exceptional and extraordinary customer service. This commitment is also expected of *you*. Along with this Guidelines and Expectations Handbook, you are able to access a Job Description online to assist you in the performance of your job and help clarify our expectations of you. If you are not able to print out the job description, you can request a copy from SHS Office. The forms described herein are available at SHS. If you cannot locate what you need, please ask your supervisor.

The term "Provider" means a "Temporary" employee of **SHS** who is designated to provide specific services to Receivers of **SHS**. All required taxes are withheld from the Employee's paycheck; however, no additional benefits are provided. All Providers are considered "non-exempt" (from overtime payment....usually hourly-paid employees) in compliance with Federal Wage & Hour Definitions and Regulations. The term "Receiver" means the individual receiving services. The term "customer" includes the Receiver, their family, their support system and vendors.

The policies and benefits described in this handbook are subject to change at any time, with or without notice, at the sole discretion of the owner of **SHS**. This handbook is not intended as a contract of employment. By signing an "Acknowledgement Form", you certify that you have received a copy of this handbook, that you understand the information contained therein, and that you are in agreement to follow the policies and procedures established for **SHS**.

Employment with **Seniors Helping Seniors**[®] is "at will" and can be terminated at any time with or without reason and with or without notice either by you or **Seniors Helping Seniors**[®].

This is not a contract for employment. Any oral or written statements or promises to the contrary are hereby expressly disavowed and should not be relied upon by any prospective or existing employee.

Guidelines and Expectations

In order for any of the representatives of **SHS** to perform successfully, we feel it is important to establish and communicate our "ground rules" and to provide you with some basic guidelines and expectations. We must emphasize that all Employees are expected to perform their work with enthusiasm, dedication, commitment and professionalism. They are expected to show respect for **SHS** equipment, Receivers, guests, fellow co-workers *and* management in their attitude, behavior and communication. Any concerns, disagreements or issues should be addressed and resolved directly, privately and professionally. While we expect you to have fun and truly enjoy your experience with **SHS**, we also expect you to take our business seriously.

While you are with us, please help us spread the word and tell everyone you know about **SHS**, our services and the work you do. We just ask that you respect the confidentiality and rights of our Receivers. The information you provide or the stories you tell should never identify any Receiver by name and should never reveal an address or divulge personal information about the Receiver.

We extend a warm welcome to you and we are pleased you have chosen **SHS**. We are a dynamic and growing organization, and we believe you will find this to be a challenging and rewarding experience. We hope the relationship is long-lasting and mutually

beneficial.



About Us

Seniors Helping Seniors[®] started in 1998 with two simple but powerful concepts: That seniors can help each other age better and remain more active; and that those who give and those who receive benefit equally. As an innovative home health service organization that functions exclusively to meet the needs of seniors, we provide:

- An experienced and credible source of help for older adults who want to stay in their own homes,
- A full range of home care, transportation, personal care, companionship, pet care, home repair and yard work services delivered by caregivers who enjoy helping other seniors,
- Reasonable hourly rates for seniors who want services and reasonable hourly wages to caregivers who provide them.

Who we are...

Seniors Helping Seniors[®] was co-founded by *Kiran* and *Philip Yocom* to provide seniors with the ability to choose an independent lifestyle in their own homes, for as long as possible, and to receive the dignity and respect they deserve by finding caring seniors to provide the necessary services.



Seniors Helping Seniors[®] was created from Kiran's personal experience and her mission to care for those who are unable to care for themselves. Before coming to the United States from India, Kiran worked with Mother Teresa for 14 years. Currently, Kiran serves as our organization's Executive Director and guiding light, while Philip is President of our Board of Directors.

At **Seniors Helping Seniors**[®], we match caring, loving, and giving caregivers who want to provide services with seniors who are looking for help. What we find is that these relationships are always

mutually rewarding and satisfying. It doesn't really matter who is the helper or who is being helped....who is getting paid or who is paying. The respect, understanding and assistance that each person gives to the other is what matters most.



How we've grown...

Since 1998, we have grown from our first "senior match-up" to working with hundreds of Employees and thousands of Receivers. We've continued to expand our services as well as our geographic boundaries. We have been responsive to our seniors and added more services to better meet their needs. We are currently in most states in the US and expanding internationally.

Our local **SHS** business area covers New Hampshire, Northern Massachusetts and Southern Maine.



We welcome you to our growing family, and we hope you will continue to grow with us.

Philosophy and Mission

The *philosophy* that constitutes the foundation of **SHS** is that, given the opportunity, *seniors prefer to live in the place they call home for as long as possible and deserve the chance to live as independently and safely as possible without compromising privacy and the right to make choices*.

Our *mission* is simple: "*To provide our seniors with the ability to choose an independent lifestyle in their own homes, for as long as possible, with the dignity and respect they deserve."* We are committed to providing seniors with services from other caring caregivers in order to maintain the desired level of independence. For those seniors who are retired and would like to get out and stay active as well as supplement their income, we find other seniors who want to receive a service they can provide. Seniors who want to maintain an independent lifestyle in their own homes can get the help they are looking for at reasonable rates; and at the same time, they are helping other caregivers in our community stay active and earn extra money. It's a *win-win...* a way to give and to receive. Our Provider's help us carry out this mission.

Authority and Responsibility

It is the **SHS corporate team** who has the responsibility for developing and distributing **SHS** policies. The responsibility and authority for the administration and enforcement of these policies is delegated to the Franchise owners and their **SHS** management team.

Non-discrimination Policy

SHS is firmly committed to a policy of affirmative action, equal employment opportunity and non-discrimination for all Providers and Receivers. All services are provided, referrals made and employment decisions taken without regard to race, color, national origin, creed, ancestry, sex, age, or handicap to ensure that each Provider and Receiver will be given equal treatment and opportunity with respect to terms and conditions of hiring, assignments, compensation and service delivery in order to match the best qualified applicant in every position to deliver services to the Receiver based on their stated needs, interests and preferences.

Table of Organization

The Owner of each **SHS** Franchise is responsible for the development of a Table of Organization that will define staff positions, supervisory responsibilities and lines of authority to

effectively carry out the functions and services of **SHS**. This may be revised at any time without notice by the Owner.

Job Descriptions

The Owner will develop or approve a written job description for each position at **SHS**. Job descriptions may be revised as necessary. Employees will receive a copy of their current job description and the original will be placed in the employee's personnel file. Performance evaluations will be done in relation to the responsibilities identified in the job descriptions.

Though the job description is intended to list most of the duties and responsibilities of a specific position, it does not necessarily list all of the tasks that an employee will be expected to perform. Job descriptions are subject to change and revision at any time solely at the discretion of **SHS** management. No employee may hold more than one full-time position at **SHS**.

At-Will Notice

SHS is an at-will employer. As such, your employment can be terminated at any time, with or without cause and with or without prior notice, by you or by **SHS**. There have been no implied or verbal agreements or promises to you that you will be discharged only under certain circumstances or after certain procedures are followed. There is no implied employment contract created by this Handbook or any other Company documents, written or verbal statements or policies. You are not hired for any definite or specified period of time even though your wages are paid regularly.

The contents of the Employee Handbook are presented as a matter of information. It establishes some basic rules and regulations and includes some important guidelines which you should know. Except for the at-will employment provisions, the Handbook can be amended at any time. The Handbook, the guidelines, policies, and procedures described herein and the language used, are not intended to create nor be construed to constitute a contract between **SHS** and any or all of its employees; nor a guarantee or promise of employment or continuing employment.

Employee Classifications

SHS has established the following Employee Classifications for compensation and benefit purposes only. Management will inform you of your classification, status, and responsibilities at the time of

hire, rehire, promotion, or at any time a change in status occurs. These classifications do not alter your at-will employment status.

- **<u>Regular Full-Time Employee</u>**: An employee who is scheduled to work no less than 100% of the scheduled work hours in a work week on a fixed work schedule (not less than 40 hours). The employee may be exempt or non-exempt and is eligible for all employment benefits offered by SHS.
- **<u>Regular Part-Time Employee</u>**: An employee who is scheduled to work less than 40 hours in a workweek. Regular part-time employees are ineligible for any benefits.
- **Temporary Employee**: An employee who is scheduled to work on a specific need of SHS. All Providers fit into this classification. The employee will not receive any benefits. The employee is nonexempt and is compensated on an hourly basis. Temporary employees may, under unusual circumstances, work 40 hours per week for an extended period of time to meet a particular Receiver's needs; however, this does not change their Employee Classification.
- **Independent Contractors**: SHS may employ individuals or business entities on an independent contractor basis. If so hired, the individual or business entity will be required to enter into a written contract with SHS. The independent contractor is separately responsible for taxes, disability insurance, workers' compensation and general liability insurance and will be issued a 1099 at the end of each year.
- **Exempt**: Employees whose positions meet specific tests established by the Fair Labor Standards Act (FLSA) and applicable state law and who are exempt from overtime pay or compensatory time off requirements. The basic premise of exempt status is that the exempt employee is to work the hours required to meet his/her work responsibilities. This includes managers and assistant managers as well as designated corporate office personnel.
- **Non-exempt**: Employees whose positions do not meet FLSA and state exemption tests and who are paid a multiple of their regular rate of pay for overtime hours worked. Unless notified otherwise in writing by Management, all employees of SHS are non-exempt.

Pre-employment Requirements

Because of the nature of our work and our unique business model, **SHS** Employees must fit a long list of criteria prior to becoming

employed. It is important to remember **SHS** is interested in hiring people with the heart of a volunteer; as such, all time and resources invested in meeting these criteria are not reimbursable or paid.

- A *Criminal History Record Check* issued by the state. The *Criminal History Record Check* will be accepted if dated within 12 (twelve) months prior to the start of providing service. The *Criminal History Record Check* may be required to be updated periodically.
- A satisfactory review of the *Elder Abuse Registry* as maintained by the Bureau of Elderly and Adult Services.
- A copy of the current *Driver's License* and *auto insurance coverage*. Any changes in insurance or driver's license status must be reported to **SHS** immediately. Any Employee who fails to provide or keep current either of these documents will have their relationship with **SHS** terminated.
- Reference checks (Employment and Personal) are also required as part of the hiring process.
- A *two-step TB Testing* by a licensed health care employee is required prior to providing service and must be updated annually.
- An established 2-year residency within the State of New Hampshire.
- A satisfactory completion of a "Competency Assessment" and three online trainings as well as pre-hire forms that are administered as part of the hiring process.
- A satisfactory completion of an orientation course, and if providing personal care, a minimum 8 hour training course.

Additional pre-employment requirements may be required. This will be discussed and the necessary Forms will be provided by **SHS** management team during the interview process.

Personnel Records

A personnel file will be maintained for each employee. The files are maintained by the Owner at the **SHS** business office and have restricted access. You may review your personnel file only in the presence of management or designee by making a written request to management. The written request will become a part of your file.

All employees are responsible for reporting *any* of the following changes <u>in writing</u> (using a Change of Status form) to the supervisor:

- Name, marital or family status or additions to the family
- Home address *or* emergency address
- Home phone <u>or</u> emergency telephone number
- Tax withholding information

Initial Evaluation Period

There will be an initial evaluation period of 120 calendar days (from the date of hire) for all but Temporary Employees. During this period, the employee will be oriented to **SHS** policies and procedures, will receive training relative to their job responsibilities, will be evaluated for accomplishments and must receive a level of performance satisfactory to **SHS** management. During the initial evaluation period, time off (excluding a bona fide emergency) is prohibited. For full-time employees, any recognized holidays that fall within the employee's initial evaluation period are unpaid. At the end of the initial evaluation period, the supervisor will review the employee's performance. A written evaluation will be submitted to the Owner for review. Employees will receive a copy of their evaluation. The original will be placed in the employee's personnel file.

Performance Evaluations

Each employee's performance (excludes Temporary Employees) will be reviewed prior to the end of the initial evaluation period and at least annually thereafter. Performance may be reviewed more frequently at the discretion of the supervisor or Owner. When doing a Performance Evaluation, the Supervisor or Owner will prepare a written evaluation of the employee's performance and discuss the results with the employee; and the employee will be given an opportunity to make written comments. The employee will receive a copy of the evaluation, and the original will become part of the employee's personnel file.

Safety

The safety of our employees and all our Receivers is our primary concern (*first and foremost*). At any time, there is a concern about a Receiver, an Employee, a program, an activity or any condition relative to **SHS**, it is the Employee's obligation to act responsibly and to bring this concern immediately to the attention of **SHS** or management team. All employees are encouraged to follow all

procedures designed to ensure the safe and high standards of service for which we assume responsibility (in our facility, in someone's home or in the community). The following "common sense" rules apply:

- During a designated shift, a Receiver should never be left alone or totally unattended for any reason or for any substantial length of time. If you need to leave the area, let the Receiver know where you are going and what you are doing. Always remain with or in the immediate vicinity of the Receiver. This *is* a good customer service.
- Always pay attention to the security "systems" and equipment in the home. This is an obvious deterrent to theft and an essential ingredient for safety and security. Make sure there are secure door and window locks being used as well as operable smoke detectors. If there are any concerns about home or personal safety, alert **SHS** Management Team.
- In the event of a serious emergency, call 9-1-1.

Receiver & Customer Service

Exceptional customer service is expected of all SHS Employees when answering the telephone, greeting and working with the Receiver in their home or in the community, providing information and providing any service or assistance. Our attitude at SHS is one of "we care" and "we can". In providing good customer service, it is essential that, as an Employee, you listen to the Receiver (or representative), never argue or lose your temper with a Receiver or antagonize a Receiver in any way. Apologize for any *inconvenience* related to a Receiver issue and remain positive, calm and in control. This sometimes goes a long way in diffusing most angry situations. Always try to help the Receiver feel better. If you need assistance, do not hesitate to call for assistance from SHS or someone from the SHS management team. Always remain professional and try to resolve any issue to the Receiver's satisfaction. Remember: If vou do it well, the customer will tell at least one other person; but if you do it poorly, he will be sure to tell everyone!

Again, a "common sense" approach can go a long way:

- > Greet and treat all Receivers with respect and dignity.
- Ask how the Receiver would like to be addressed, and then use their name often when communicating.

- > Be cheerful, never complain, and stay focused on the Receiver.
- Whenever handling equipment or personal items, whether in the Receiver's home or at SHS, use extreme care. If you are unfamiliar with a piece of equipment, ask for assistance. Equipment is expensive and should be treated with care. This will show our Receivers that we have the ultimate respect for them and their possessions.
- Be prompt for all appointments and provide the best service you can. Don't cut corners and never leave a job unfinished.

Confidential Information

Employees must treat all information about our business, our Receivers, and our Employees with the strictest confidence. Our business, Receivers and Employees must be protected from the possible consequences of information carelessly released.

Remember: This includes verbal *and* written information. The rule we follow at **SHS** is the "<u>need to know</u>" rule. Unless, because of the responsibilities you perform, you *need to know* information about a Receiver, a co-worker or the business, <u>you shouldn't know it</u>! And, if you do know it, <u>you shouldn't repeat it</u>! Doing so could constitute a breach of confidentiality and can result in a termination of the Employee Agreement and immediate dismissal from **SHS**.

Dress

Dress guidelines are established and will be communicated to you by **SHS** management team. Some jobs may require the Employee to wear **SHS** ID badges and this may be provided. All Admin staff are expected to wear clothing that is neat, clean, comfortable and appropriate and expect them to present a professional appearance. Torn, soiled or wrinkled clothing is unacceptable. We also expect all Employees to wear shoes or sneakers while on duty. For reasons of safety, sandals or bare feet are *not permitted*.

Hours of Work

It is recognized that this statement cannot cover in detail the variety of situations that may prevail with regard to an employee's hours of work. Adjustments not herein provided for may be made at the discretion of the supervisor and/or Owner.

<u>Regular hours</u> – an employee's schedule is determined by the employee's supervisor in accordance with the Owner and based on the needs of **SHS**. It is paid at a "straight-time" rate (up to 40 hours/week). The employee's hours may be different than the **SHS** business hours. Employees are expected to work their assigned schedule unless specifically modified by their supervisor. Failure to work the hours as scheduled will result in disciplinary action and can result in termination of employment.

Overtime –Overtime for non-exempt employees will be paid at 1 ½ (one and one-half) times their regular hourly wage for each hour worked in excess of 40 (forty) hours in a pay-period week. Overtime requires the pre-approval of the supervisor or Owner.

Attendance and Punctuality

All **SHS** employees are expected to be present and <u>properly prepared</u> to begin work at the time scheduled by their supervisor. If an employee must be late or absent due to illness or other emergency, it is the employee's responsibility to notify their immediate supervisor or the Owner with as much advance notice as possible <u>before</u> their scheduled work time. Please remember that our business and Receivers are counting on you to be here, so make every effort to do so. Any staff substitutions for an employee's schedule must be <u>discussed</u> with and <u>approved</u> by the immediate supervisor or the Owner prior to the start of the assigned shift.

An employee who is chronically late or absent <u>or</u> who frequently has other employee's substitute for their work schedule will receive disciplinary actions that may result in termination from **SHS**.

If an employee does not report to work (or does not report off properly) for 3 (three) consecutive days, it shall be considered job abandonment and a voluntary resignation without notice.

During inclement weather, employees should anticipate poor travel conditions and plan accordingly to be present at the start of their scheduled work time. Because many people rely on our business to remain open and services to be provided, we must expect our staff to make every effort to be at work regardless of weather conditions. The Owner may cancel services or close the business for severe weather conditions or other emergencies. In such cases, the employees will not be paid for time off.

If you need time off and it is 2 or MORE weeks away, please call or email the office or use the form on the website. If you are needing time off as an emergency or you are sick and have a shift within 48 hours you MUST CALL the office to request time off. If it is after hours, PRESS 1 to get the care manager on call. If you do not call, we will expect you to go to your shift if we cannot find a substitute. Emailing and texting delays our ability to receive your message and respond by finding a sub. Furthermore, the nightly reminders of the next day's shifts are automated and when you respond to that text, we do not get it until the next day. Therefore it is VITAL that you CALL the office if you need time off less than 48 hours from the shift.

Work Assignments

In addition to specific duties that may accompany an employee's job responsibilities, each job also includes "*and other assigned duties*". From time to time, you may be required to perform duties or tasks of a fellow employee who is absent or for a position that is temporarily vacant. You will be compensated at your regular rate of pay while performing other assigned duties on a temporary basis.

Time Management and Use of Time

SHS depends on consistent and exceptional customer service activities in order to grow our business. We recognize that there may be periods during a shift when there is a "lull" in the activity or you finish your tasks ahead of schedule, and we consider this "down time". In our business, and especially because our Receivers are paying for services during a specific period of time, "down time" must be considered "opportunity time" and be turned into a constructive and productive use of time. "Down time" *is not* to be considered time to be idle or to do nothing. And *never* is it acceptable to sleep while on duty. The following examples are offered as guidelines so we can use our time most productively, exceed our Receiver's expectations and enhance our business:

- Ask the Receiver if there is anything else they want you to do,
- Make suggestions for other tasks or activities you could do,
- Engage the Receiver in conversation or an activity,
- Learn and become familiar with all the resources for seniors in the Receiver's community,
- Re-stock supplies that are used on a day-to-day basis,
- Ask the SHS management team for suggestions for something to do. *Remember*: There is *always* something to do.

Salary Ranges and Adjustments

The Owner will set the wages and salary ranges for all positions. Factors such as local, state and national trends; required training, certifications, education and experience; and level of responsibility influence salary ranges. All pay increases are based upon merit and market factors. Typically, there will not be an automatic annual cost of living or salary adjustment reflecting current economic conditions.

Your pay also may be adjusted downward. Salary decreases may take place when there is job restructuring, job duty changes, job transfers, or adverse business economic conditions.

Salary adjustments may be considered at a time of an employee's annual evaluation and may be considered at other times, especially if performance warrants or there are increases in responsibilities. Any increase in salary will be given in response to above average performance and is subject to the availability of business profits. Therefore, there is no guarantee that a Performance Evaluation will automatically result in a wage increase. Each employee must strive to perform above average and to ensure that our business grows and prospers.

Pay Period

At **SHS**, the pay period begins on a Monday and ends on Sunday. Payments for services rendered will be issued bi-weekly on a **Friday**. If a recognized holiday falls on a "pay day", checks will be available after 3:00 pm on Thursday. A check may not be given to anyone other than the employee. Checks are mailed to your home address on Wednesday of each pay period. If an employee loses, destroys or otherwise misplaces his paycheck, another check may be re-issued at the employee's expense (the fee is \$45 and includes payroll fees, bank charges and administrative costs). An itemized statement of deductions will accompany each check. Any discrepancies in a payroll check should be immediately reported to **SHS management team** or the **SHS** Bookkeeper. An employee's final check *must be picked up in person* from the supervisor or Owner at the **SHS** office.

Reimbursable Expenses

A Provider is typically not reimbursed for travel while working with a Receiver. Authorized expenses incurred by an employee in the conduct of official company business may be reimbursable <u>only</u> when the expense has been pre-approved by the supervisor or Owner. An Expense Report (including receipts) must be submitted and signed by the employee and the supervisor on a monthly basis. Budget considerations and constraints may limit reimbursement for expenses. Any reimbursement of expense requires a receipt.

Personal Property

SHS will not assume responsibility for the personal property of any Employee (lost, stolen or damaged). All Employees are asked, therefore, to exercise "good judgment" in deciding what to wear or bring to work and where to store and place personal property or belongings while on the job.

In the event an employee uses his own vehicle for official business, the employee is required to maintain minimum auto insurance liability coverage of \$100,000 per person and \$300,000 per accident including property damage to be eligible for reimbursement. The employee must provide **SHS** with current verification (a copy of the auto policy coverage) showing s/he has coverage in the required amounts before reimbursement will be made. It is the employee's responsibility to provide current proof of coverage.

Advances and Loans

SHS does not give salary advances or loans to its employees.

Eating and Drinking

Employees are <u>encouraged</u> to bring their own food, snacks or refreshments to the Receiver's home, especially if their shift will exceed 5 hours, their service will be confined to the home *or* the service is one that will involve cooking for the Receiver. Any food prepared for the Receiver is *for the Receiver only*. There must be discretion used if a Receiver "invites" the Employee to join them in the meal. This may be acceptable, but the Employee should first notify **SHS** management team and discuss the Receiver's request.

Smoking

SHS is a "smoke-free" and "vape-free" organization, therefore smoking and vaping are prohibited in or on **SHS** premises, client homes/facilities or in any **SHS** vehicle. SHS is requesting that providers refrain from smoking in their vehicle and on route to the receiver's home. Non-smokers can smell smoke on a smoker's hair and clothing. *Furthermore, Employees are not permitted to smoke anywhere in the Receiver's home.* Smoking must occur away from the home and, preferably, in the Employee's own vehicle. Our Employees must refrain from smoking in or on the premises of any Receiver due to its negative and serious effect on health. Employees who must smoke should do so before arriving or after leaving the Receiver's home.

Use of Drugs and Alcohol

SHS is a "drug-free" and "alcohol-free" organization. The use of illicit drugs or alcohol while working is *prohibited*.

Personal Visitors

Entertaining personal visitors during working hours is not permitted.

Phone Calls and Use of Telephone

Making or receiving personal phone calls while on duty is discouraged except for *bona fide* emergencies. In the event it is necessary to use the telephone (whether in the Receiver's home or in the office) for a personal call, please limit the duration of the call to 1 (one) minute. *Remember* that all lines should remain open for their communication with family or for **SHS** business. Under <u>no</u> circumstances should the Receiver's phone (or **SHS** business phone) be used for a long-distance or toll call <u>unless</u> it is required to conduct business for **SHS** or on behalf of and is at the request and knowledge of the Receiver. Please use the same guidelines if you have/use a cell phone when on duty.

Solicitation

Solicitation of the Receiver or anyone at **SHS** for personal gain of any kind, which includes (but is not limited to) selling, purchasing, distributing or taking merchandise, literature or money is strictly prohibited. Under no circumstances should any Employee accept gifts, money, food, clothing, household item or merchandise from a Receiver. If a Receiver attempts to give an Employee a gift, money, food, clothing, household items or merchandise, the Employee must notify the **SHS** management team to report this immediately. Failure to do so is grounds for disciplinary action and can result in dismissal. No Employee may purchase equipment or merchandise from a Receiver or sell equipment or merchandise *to* a Receiver under any circumstances unless authorized in writing by the **SHS** management team. Any gifts or tips given at the Receiver's (or family's) insistence must be <u>reported</u> immediately to **SHS** management team.

Power of Attorney

No individual associated with **SHS** may assume Power of Attorney or Guardianship over a Receiver utilizing the services of **SHS**.

Communication

SHS is committed to keeping our Employees well-informed about **SHS** information, programs, training opportunities, activities, events

and services. Ultimately, it is the responsibility of the Employee to keep in touch with **SHS** for the purpose of keeping the lines of communication open and keeping us informed about the Receiver's services, accomplishments, needs, concerns and issues.

Quality Improvement

SHS is continually seeking new, creative and efficient ways to enhance and improve our programs and deliver extraordinary services to our Receivers. Employees are encouraged to submit (preferably in writing to the **SHS** management team) *any* cost reduction ideas; suggestions for improvements; ideas for special events, training, programs or services; opportunities for marketing, advertising or Public Relations; and any comments that will enhance the operations or Receiver services of **SHS**.

Holidays

All temporary employees are eligible to be paid time and half time (1 ¹/₂) for the following holidays: New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.

Sick Leave

SHS does not provide for sick leave. If a full-time Employee is unable to work due to illness, s/he will have the option to use accrued vacation time to cover this. In the event there is no accrued vacation, this absence would be without pay.

Economic Benefits and Insurance

SHS will provide the following benefits to qualified full and part-time employees:

- Social Security SHS employees participate in the Federal Social Security system. All wages earned by employees are subject to Social Security taxes.
- Worker's Compensation SHS provides insurance for all work-related injuries or illness. The name of the SHS workers' compensation insurance carrier and other pertinent information is posted. The carrier governs all insurance benefits provided by SHS. These contracts shall not be limited, expanded or modified by any statements of SHS personnel or SHS documents. Any discrepancies shall be determined by reference to the insuring contracts. In case of an accident or personal injury on the job, it is the employee's responsibility to report the accident or injury to the supervisor, Director or Owner immediately. It is the

supervisor's, Director's or Owner's responsibility to complete an "Accident Investigation Report" and forward this to the Owner within 24-hours of the occurrence. Pre-existing illness or injuries (or those that occur while the employee is "off duty") <u>will not</u> be covered. Work-related injuries and emergencies must be handled through the company's designated hospital emergency room or the company's designated physician.

- <u>Unemployment Compensation</u> All employees are covered under the Employment Security and Unemployment and Temporary Disability Insurance Acts through SHS.
- Health Benefits –Only LNA Plus employees may be eligible to receive individual health insurance benefits offered by SHS after completion of 100 (one hundred) hours of employment as an LNA Plus employee. The employee is required to pay 100% of the actual cost for the individual employee. To enroll, all eligible employees must complete the required paperwork prior to the effective date of the policy. An employee may add a spouse and/or child(ren) at the employee's expense (actual full cost). SHS reserves the right to change or modify the benefits offered at any time. All enrolled employees are required to report any changes in health coverage within 30 days of the event.

Leave of Absence

All leave of absence situations require the approval of the Owner.

- Family and Medical Leave if SHS employs 50 or more employees, SHS will provide up to 12 (twelve) weeks of unpaid, job-protected leave to an eligible, full-time employee for certain family, medical or military reasons. Employees are eligible if they have worked for SHS for at least 12 (twelve) months and at least 1250 hours during the previous 12 (twelve) months prior to the request date.
- Jury Duty All full-time employees will be granted time off if they are required to serve as a juror. When an employee must serve jury duty, s/he must notify the supervisor upon receipt of the notice. Only those actually called to serve will receive their regular pay and only if they submit "official" proof of having served. They must also submit their per diem pay to SHS.

Training and Education

All **SHS** staff will go through a designated orientation and training period in order to ensure their success as a team member. Each

staff member will receive a general orientation to all areas of service operations. In addition, they will be trained in the specific job for which they were hired by their immediate supervisor and/or the Director or Owner. While "in training", each employee will spend time with an experienced co-worker for additional on-the-job training. During this period, each employee is evaluated to ensure that all job responsibilities are learned and are being performed. The employee will "sign off" on the Training Form to verify that the specific training was accomplished.

All **SHS** staff, including supervisory staff, may be required to obtain in-service training throughout the year. Periodically, staff training is presented to introduce new services, concepts, procedures, teaching skills, motivational and behavioral concepts as well as other information that might be necessary to ensure the success of **SHS** and continue the growth and development of all staff. Scheduled staff training and other department/facility meetings are unpaid even though they may be mandatory—they are treated in the same manner as the initial qualifications before hiring.

Progressive Corrective Action

We expect all employees to adhere to SHS policies, procedures, guidelines and expectations. An employee whose conduct or performance warrants corrective action will be dealt with as follows:

- Step #1 Verbal warning and discussion with supervisor or Owner. The employee must be told specifically what the infraction or performance issue is and what the expectations for correction are. This will be documented in the supervisor's notes and signed by the employee but will not be placed in the employee's file. If the infraction occurs again, we will proceed to Step #2.
- Step #2 Written warning by supervisor or the Owner. The employee must be told specifically what the recurring infraction or performance issue is and will reference the prior discussion. This warning will be documented, reviewed and signed by the employee and placed in the employee's personnel file. The employee will receive a copy of this warning, along with a plan of correction and a time-frame for improvement, as well as the consequences for non-improvement. If the infraction occurs again or is not corrected in the time frame, we will proceed to Step #3.
- Step 3 Suspension or termination will be recommended if performance cannot be corrected by Steps 1 or 2, pending the

approval of the Owner. The employee will receive this decision in writing.

If the offense is severe enough, **SHS** reserves the right to discharge an employee without going through the disciplinary steps in a progressive manner.

Examples of issues or misconduct for which disciplinary action will be taken, though not fully inclusive, are:

- engaging in behavior which creates discord or subversion among staff members or Receivers <u>or</u> willfully restricts the work output of another employee or encouraging others to do the same.
- soliciting for personal gain of any kind, which includes selling or purchasing items or collecting money during work time or on SHS premises other than for the benefit of SHS.
- > taking items, property or money from SHS or SHS Receiver
- using any SHS equipment, supplies or services for personal use (or profit) without prior approval from the supervisor or Owner (this includes office supplies and equipment).
- refusal to follow the policies, procedures or guidelines established for the employee's position or SHS operations.
- > substandard or unacceptable performance
- leaving your assigned work area, the Receiver or the business unattended and at unauthorized times.
- > absenteeism or tardiness

Termination of Employment

Each employee's continuance with **SHS** is based on the satisfactory performance of assigned duties; compliance with policies, procedures and rules of conduct; maintaining cooperative working relationships; staffing requirements; and budget considerations. Because these policies do not constitute a contract for employment, the employment relationship may be terminated at any time and for any reason by the employee of by **SHS** Owner or Director.

<u>Resignation</u> – Employees who are resigning from their positions at SHS are required to give at least 2 (two) weeks' notice in writing to their supervisor. Management staff must give 3 (three) weeks' notice. Failure to give the required notice will result in SHS denying a reference for future employment and a forfeiture of accrued benefits. During the "notice period", accrued vacation may not be taken and "recognized holidays" will not be paid. Employees who give proper notice will receive payment through the last working day plus accrued vacation pay. Employees must complete all assigned work and reports; return all keys, property, money, receipts, etc.; pay all debts owed to **SHS**; and complete an Exit Interview form with the supervisor before the final check will be released. Debts owed to **SHS** will be deducted from the employee's final paycheck.

- Job Abandonment Any employee who fails to report for his/her shift for 3 (three) consecutive days and does not have contact with his supervisor, the Director or the Owner, will be considered to have abandoned his/her job and voluntarily terminated.
- Dismissal SHS reserves the right to dismiss an employee without notice, severance pay or accrued vacation at any time and for any reason. SHS considers certain acts by its employees to be grounds for immediate dismissal without notice, severance pay or accrued benefits; and certain acts may, if necessary, result in criminal prosecution. Examples of such offenses include, but are not limited to, the following:
 - disorderly conduct (verbal or physical) while on duty or on SHS (or a Receiver's) property
 - fighting or physically assaulting anyone while on duty or on SHS (or a Receiver's) property
 - $\circ~$ any act of abuse or violence toward fellow Receivers, employees or guests of SHS
 - divulging confidential information or data relating to SHS, other employees or Receivers
 - theft of money, property or service(s) from SHS, its employees or its Receivers
 - $\circ\;$ any act of sexual harassment or abuse toward Receiver, an employee or guest of $\textbf{SHS}\;$
 - $\circ~$ any act of sabotage against SHS
 - willful disregard for the safety and security of SHS property, equipment, its employees or its Receivers
 - $\circ\;$ unauthorized purchase, lease or rental of a service or a product in the name of $\textbf{SHS}\;$
 - $\circ\,$ possession of alcohol, drugs, firearms, weapons or explosives while on duty or on SHS property
 - $\circ\;$ any use or sale of illicit substances on or off the job

- o any use of alcohol on the job
- insubordination (refusing to perform assigned work or to comply with the instructions of a supervisor, Director or Owner)
- refusing to comply with SHS policies, procedures, guidelines, expectations or rules of conduct
- falsifying any company record or report, such as Time Sheets or any information requested on SHS application or forms.

Only the Director or Owner has the authority to dismiss or terminate an employee.

Suspension – Suspension without pay can be given for disciplinary purposes for serious employee issues or can be used as a temporary measure while conducting an investigation or when evaluating a recommendation to dismiss an employee. The supervisor, Director or Owner has the authority to "suspend" an employee. After a thorough investigation into or review of the reasons for which the suspension was imposed, a written summary will be developed with a recommendation to the Owner for the employee to either be terminated, reinstated (and reprimanded) or to have the suspension rescinded (due to allegations being unfounded) and the employee reinstated. In the event the suspension is rescinded, the employee will be paid for the actual time lost due to the suspension. Documentation of the findings and recommendations will be placed in the employee's personnel file.

Return of Company Property

Any company property issued to employees, such as computer equipment, keys, tools, parking passes or company credit cards, must be returned to **SHS** at the time of termination. Employees will be responsible to reimburse **SHS** for any lost, damaged or unreturned items.

Only the supervisor, Director or Owner has the authority to suspend an employee.

Anti-Harassment

SHS affirms its commitment to provide a work environment free from intimidation and harassment. Abuse of the dignity of anyone through ethnic, racist or sexist slurs or through other derogatory or objectionable conduct is offensive employee behavior. If you harass another employee of **SHS**, Receiver or applicant to **SHS** because of race, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, or any other protected classification, in accordance with applicable federal, state, and local laws, you will be subject to disciplinary action, including discharge. Likewise, if you feel you have been the object of harassment or intimidation based upon the aforementioned, you are to advise your supervisor, follow the normal open-door policy or, in the event of sexual harassment, institute the procedure indicated below.

Sexual harassment is a form of sex discrimination, which includes gender-based harassment of a person of the same or opposite sex as the harasser. It is the express policy of **SHS** that sexual harassment of employees or applicants, by anyone affiliated with **SHS**, is unacceptable and will not be tolerated. Unwelcome or unwanted sexual advances, requests for favors or other visual, verbal or physical conduct will be deemed sexual harassment when:

- Submission to such conduct is explicitly or implicitly a condition of employment;
- Submission to or rejection of such conduct is used as the basis of employment decisions; and
- Such behavior has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Whether a particular action or incident is a purely personal, social relationship without a discriminatory employment effect requires a factual determination. **SHS** further recognizes that allegations of this type of discrimination may have serious effects on innocent women and men. Therefore, **SHS** has devised two procedures to process a sexual harassment complaint. First, the normal complaint procedure as set forth herein may be utilized. Second, if the employee desires confidentiality, the following procedure may be requested:

- Any employee who believes he or she has been the subject of sexual harassment should report the alleged act(s) promptly (within two working days) to a member of management or designee, giving details as related to the complaint.
- Upon receipt of the complaint, **SHS** Management shall take immediate and appropriate steps to investigate the complaint. Confidentiality is mandatory to the maximum extent possible.
- Following the investigation of the complaint, **SHS** Management shall weigh the facts and determine the validity of the charge. If

the complaint is determined to be valid, the offender(s) shall face immediate and appropriate disciplinary action based upon the severity of the charge. This may include written warning and/or suspension, and/or discharge. If the offender is a supervisor s/he may be demoted.

Grievance Procedure

Any employee who is dissatisfied with the action taken or a decision made regarding his/her employment status or has a specific work related controversy, dispute, misunderstanding or complaint should first discuss the matter with the immediate supervisor. If, after such discussion, the employee does not feel the matter has been satisfactorily resolved, s/he should prepare a written statement citing the grievance, the discussion and date with the supervisor and the desired resolution; and s/he should submit this to the Owner within 5 working days of the supervisor's discussion. If the grievance still cannot be resolved at that level, the employee has the option to further submit the grievance to the local Human Relations Council.

Handbook Purpose

This Employee Handbook is presented as a matter of information and has been prepared to inform you about **SHS** philosophy, employment practices, policies, the benefits provided to you as a valued employee, as well as the conduct expected from you. While this handbook is not intended to be a book of rules and regulations, it does include some important guidelines about which you should know. Except for the at-will employment provisions, the Handbook can be amended at any time.

This Employee Handbook will not answer every question you may have, nor would we want to restrict the normal question and answer interchange among us. It is through our person-to-person conversations that we can better know each other, express our views, and work together in a harmonious relationship.

We hope this guide will help you feel comfortable with us. We depend on you – your success is our success. Please don't hesitate to ask questions. The **SHS** management team will gladly answer them. We believe you will enjoy your work and your fellow employees here. We also believe you will find **SHS** a good place to work.

No one other than authorized management may alter or modify any of the policies in this Employee Handbook. No verbal statement or promise is to be interpreted as a change in policy, nor will it constitute an agreement with an employee.

Should any provision in this Employee Handbook be found to be unenforceable and invalid, such finding does not invalidate the entire Employee Handbook, but only the subject provision.

We ask that you read this guide carefully, become familiar with **SHS** and our policies, and refer to it for guidance whenever questions or circumstances arise.

Notes

Notes

Notes

We're always looking for referrals...

Do you know someone who could benefit from receiving **Seniors Helping Seniors**[®] services or do you know someone who is interested in providing services and wants to make a difference in the lives of other seniors....and earn money?

If you know someone, please...

- Encourage them to call us or give us their name and phone number, *or*
- Encourage them to visit us on our Web Site



