



Community Care

NURSING SERVICES

"We care for your loved ones"

EMPLOYEE HANDBOOK

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1.Introduction

1.1 Handbook Disclaimer

The contents of this handbook serve only as guidelines and supersede any prior handbook. Neither this handbook, nor any other policy or practice, creates an employment contract, or an implied or express promise of continued employment with the Agency. Employment with COMMUNITY CARE NURSING SERVICES INC is "AT-WILL." This means employees of COMMUNITY CARE NURSING SERVICES INC may terminate the employment relationship at any time, for any reason, with or without cause or advance notice. As an at-will employee, it is not guaranteed, in any manner, that you will be employed with COMMUNITY CARE NURSING SERVICES INC for any set period of time.

This handbook may provide a summary of employee health benefits, however actual coverage will be determined by the express terms of the benefit plan documents. If there are any conflicts between the handbook or summaries provided and the plan documents, the plan documents will control. The Agency reserves the right to amend, interpret, modify or terminate any of its employee benefits programs without prior notice to the extent allowed by law.

The Agency also has the right, with or without notice, in an individual case or generally, to change any of the policies in this handbook, or any of its guidelines, policies, practices, working conditions or benefits at any time. No one is authorized to provide any employee with an employment contract or special arrangement concerning terms or conditions of employment unless the contract or arrangement is in writing and signed by the president and the employee.

1.2 Welcome Message

Dear Valued Employee,

Welcome to COMMUNITY CARE NURSING SERVICES INC! We are pleased with your decision to join our team.

COMMUNITY CARE NURSING SERVICES INC is committed to providing superior quality and unparalleled customer service in all aspects of our business. We believe each employee contributes to the success and growth of our Agency.

This employee handbook contains general information on our policies, practices, and benefits. Please read it carefully. If you have questions regarding the handbook, please discuss them with your supervisor or the Human Resources Coordinator.

Welcome aboard. We look forward to working with you!

Sincerely,

The Human Resources Coordinator

1.3 Changes in Policy

Change at COMMUNITY CARE NURSING SERVICES INC is inevitable. Therefore, we expressly reserve the right to interpret, modify, suspend, cancel, or dispute, with or without notice, all or any part of our policies, procedures, and benefits at any time with or without prior notice. Changes will be effective on the dates determined by COMMUNITY CARE NURSING SERVICES INC, and after those dates all superseded policies will be null and void.

No individual supervisor or manager has the authority to alter the foregoing. Any employee who is unclear on any policy or procedure should consult a supervisor or the Human Resources Coordinator.

2. General Employment

2.1 At-Will Employment

Employment with COMMUNITY CARE NURSING SERVICES INC is "at-will." This means employees are free to resign at any time, with or without cause, and COMMUNITY CARE NURSING SERVICES INC may terminate the employment relationship at any time, with or without cause or advance notice. As an at-will employee, it is not guaranteed, in any manner, that you will be employed with COMMUNITY CARE NURSING SERVICES INC for any set period of time.

The policies set forth in this employee handbook are the policies that are in effect at the time of publication. They may be amended, modified, or terminated at any time by COMMUNITY CARE

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The policies set forth in this employee handbook are the policies that are in effect at the time of publication. They may be amended, modified, or terminated at any time by COMMUNITY CARE NURSING SERVICES INC, except for the policy on at-will employment, which may be modified only by a signed, written agreement between the President and the employee at issue. Nothing in this handbook may be construed as creating a promise of future benefits or a binding contract between COMMUNITY CARE NURSING SERVICES INC and any of its employees.

2.2 Immigration Law Compliance

COMMUNITY CARE NURSING SERVICES INC is committed to employing only United States citizens and aliens who are authorized to work in the United States.

In compliance with the Immigration Reform and Control Act of 1986, as amended, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with COMMUNITY CARE NURSING SERVICES INC within the past three years, or if their previous I-9 is no longer retained or valid.

COMMUNITY CARE NURSING SERVICES INC may participate in the federal government's electronic employment verification system, known as "E-Verify." Pursuant to E-Verify, COMMUNITY CARE NURSING SERVICES INC provides the Social Security Administration, and if necessary, the Department of Homeland Security with information from each new employee's Form I-9 to confirm work authorization.

2.3 Equal Employment Opportunity

COMMUNITY CARE NURSING SERVICES INC is an Equal Opportunity Employer. Employment opportunities at COMMUNITY CARE NURSING SERVICES INC are based upon one's qualifications and capabilities to perform the essential functions of a particular job. All employment opportunities are provided without regard to race, religion, sex, pregnancy, childbirth or related medical conditions, national origin, age, veteran status, disability, genetic information, or any other characteristic protected by law.

This Equal Employment Opportunity policy governs all aspects of employment, including, but not limited to, recruitment, hiring, selection, job assignment, promotions, transfers, compensation, discipline, termination, layoff, access to benefits and training, and all other conditions and privileges of employment.

The Agency will provide reasonable accommodations as necessary and where required by law so long as the accommodation does not pose an undue hardship on the business. The Agency will also accommodate sincerely held religious beliefs of its employees to the extent the accommodation does not pose an undue hardship on the business. If you would like to request an accommodation, or have any questions about your rights and responsibilities, contact your Human Resources Coordinator. This policy is not intended to afford employees with any greater protections than those which exist under federal, state or local law.

COMMUNITY CARE NURSING SERVICES INC strongly urges the reporting of all instances of discrimination and harassment, and prohibits retaliation against any individual who reports discrimination, harassment, or participates in an investigation of such report. COMMUNITY CARE NURSING SERVICES INC will take appropriate disciplinary action, up to and including immediate termination, against any employee who violates this policy.

2.4 Equal Employment Opportunity (Maryland Employees)

COMMUNITY CARE NURSING SERVICES INC is an Equal Opportunity Employer. Employment opportunities at COMMUNITY CARE NURSING SERVICES INC are based upon one's qualifications and capabilities to perform the essential functions of a particular job. All employment opportunities are provided without regard to:

- Race
- Color
- Religion
- Sex
- National origin
- Marital status
- Age
- Veteran status
- Disability
- Gender identity
- Genetic information
- Any other characteristic protected by law

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COMMUNITY CARE NURSING SERVICES INC strongly urges the reporting of all instances of discrimination and harassment, and prohibits retaliation against any individual who reports discrimination, harassment or participates in an investigation of such report. COMMUNITY CARE NURSING SERVICES INC will take appropriate disciplinary action, up to and including immediate termination, against any employee who violates this policy.

2.5 Employee Grievances

It is the policy of COMMUNITY CARE NURSING SERVICES INC to maintain a harmonious workplace environment. COMMUNITY CARE NURSING SERVICES INC encourages its employees to express concerns about work-related issues, including workplace communication, interpersonal conflict, and other working conditions.

Employees are encouraged to raise concerns with their supervisors. If not resolved at this level, an employee may submit, in writing, a signed grievance to the Human Resources Coordinator.

After receiving a written grievance, COMMUNITY CARE NURSING SERVICES INC may hold a meeting with the employee, the immediate supervisor, and any other individuals who may assist in the investigation or resolution of the issue. All discussions related to the grievance will be limited to those involved with, and who can assist with, resolving the issue.

Complaints involving alleged discriminatory practices shall be processed in accordance with COMMUNITY CARE NURSING SERVICES INC's Sexual and other Unlawful Harassment Policy.

COMMUNITY CARE NURSING SERVICES INC assures that all employees filing a grievance or complaint can do so without fear of retaliation or reprisal.

2.6 Internal Communication

Effective and ongoing communication within COMMUNITY CARE NURSING SERVICES INC is essential. As such, the Agency maintains systems through which important information can be shared among employees and management.

Bulletin boards are posted in designated areas of the workplace to display important information and announcements. In addition, COMMUNITY CARE NURSING SERVICES INC uses the Intranet and email to facilitate communication and share access to documents. For information on appropriate email and Internet usage, employees may refer to the Computer, Email, and Internet Usage policy. To avoid confusion, employees should not post or remove any material from the bulletin boards.

All employees are responsible for checking internal communications on a frequent and regular basis. Employees should consult their supervisor with any questions or concerns on information disseminated.

2.7 Outside Employment

Employees may hold outside jobs as long as the employee meets the performance standards of their position with COMMUNITY CARE NURSING SERVICES INC.

Unless an alternative work schedule has been approved by COMMUNITY CARE NURSING SERVICES INC, employees will be subject to the Agency's scheduling demands, regardless of any existing outside work assignments; this includes availability for overtime when necessary.

COMMUNITY CARE NURSING SERVICES INC's property, office space, equipment, materials, trade secrets, and any other confidential information may not be used for any purposes relating to outside employment.

2.8 Anti-Retaliation and Whistleblower Policy

This policy is designed to protect employees and address COMMUNITY CARE NURSING SERVICES INC's commitment to integrity and ethical behavior. In accordance with anti-retaliation and whistleblower protection regulations, COMMUNITY CARE NURSING SERVICES INC will not tolerate any retaliation against an employee who:

- Makes a good faith complaint, or threatens to make a good faith complaint, regarding the suspected Agency or employee violations of the law, including discriminatory or other unfair employment practices;
- Makes a good faith complaint, or threatens to make a good faith complaint, regarding accounting, internal accounting controls, or auditing matters that may lead to incorrect, or misrepresentations in, financial accounting;
- Makes a good faith report, or threatens to make a good faith report, of a violation that endangers the health or safety of an employee, patient, client or customer, environment or general public;

- Objects to, or refuses to participate in, any activity, policy or practice, which the employee reasonably believes is a violation of the law;
- Provides information to assist in an investigation regarding violations of the law; **or**
- Files, testifies, participates or assists in a proceeding, action or hearing in relation to alleged violations of the law.

Retaliation is defined as any adverse employment action against an employee, including, but not limited to, refusal to hire, failure to promote, demotion, suspension, harassment, denial of training opportunities, termination, or discrimination in any manner in the terms and conditions of employment.

Anyone found to have engaged in retaliation or in violation of law, policy or practice will be subject to discipline, up to and including termination of employment. Employees who knowingly make a false report of a violation will be subject to disciplinary action, up to and including termination.

Employees who wish to report a violation should contact their supervisor or Juli Petti directly. Employees should also review their state and local requirements for any additional reporting guidelines.

COMMUNITY CARE NURSING SERVICES INC will promptly and thoroughly investigate and, if necessary, address any reported violation.

Employees who have any questions or concerns regarding this policy and related reporting requirements should contact their supervisor, the Human Resources Coordinator or any state or local agency responsible for investigating alleged violations.

3. Employment Status & Recordkeeping

3.1 Employment Classifications

For purposes of salary administration and eligibility for overtime payments and employee benefits, COMMUNITY CARE NURSING SERVICES INC classifies employees as either exempt or non-exempt. Non-exempt employees are entitled to overtime pay in accordance with federal and state overtime provisions. Exempt employees are exempt from federal and state overtime laws and, but for a few narrow exceptions, are generally paid a fixed amount of pay for each workweek in which work is performed.

If you change positions during your employment with COMMUNITY CARE NURSING SERVICES INC or if your job responsibilities change, you will be informed by the Human Resources Coordinator of any change in your exempt status.

Additionally, employees are classified as Employee I and Employee II. Employee I- employee who work within the office. Employee I include but are not limited to, administrative assistant, human resources personnel, billing personnel, nursing director, quality assurance staff, and staffing personnel. Employee II are employees who work in the field. Employee II, includes but are not limited to, personal care aides, certified nursing assistants, medication technicians, and individualized education program aides.

In addition to your designation of either exempt or non-exempt, you also belong to one of the following employment categories:

Full-Time:

Full-time employees are regularly scheduled to work greater or equal to 40 hours per week. Generally, regular full-time employees are eligible for COMMUNITY CARE NURSING SERVICES INC's benefits, subject to the terms, conditions, and limitations of each benefit program.

Part-Time:

Part-time employees are regularly scheduled to work less than 40 hours per week. Regular part-time employees may be eligible for some COMMUNITY CARE NURSING SERVICES INC benefit programs, subject to the terms, conditions, and limitations of each benefit program.

Temporary:

Temporary employees include those hired for a limited time to assist in a specific function or in the completion of a specific project. Temporary employees generally are not entitled to [COMMUNITY CARE NURSING SERVICES INC benefits, but are eligible for statutory benefits to the extent required by law. Employment beyond any initially stated period does not in any way imply a change in employment status or classification. Temporary employees retain temporary status unless and until they are notified, by COMMUNITY CARE NURSING SERVICES INC Management, of a change.

3.2 Personnel Data Changes

It is the responsibility of each employee to promptly notify their supervisor or the Human Resources Coordinator of any changes in personnel data. Such changes may affect your eligibility for benefits, the amount you pay for benefit premiums, and your receipt of important company information.

If any of the following have changed or will change in the coming future, contact your supervisor or the Human Resources Coordinator as soon as possible:

- Legal name
- Mailing address
- Telephone number(s)
- Change of beneficiary
- Exemptions on your tax forms
- Emergency contact(s)
- Training certificates
- Professional licenses

3.3 Expense Reimbursement

COMMUNITY CARE NURSING SERVICES INC reimburses employees for necessary expenditures and reasonable costs incurred in the course of doing their jobs. Expenses incurred by an employee must be approved in advance by the Human Resources Coordinator.

Some expenses that may warrant reimbursement include, but are not limited, to the following: mileage costs, air or ground transportation costs, lodging, meals for the purpose of carrying out company business, and any other reimbursable expenses as required by law. Employees are expected to make a reasonable effort to limit business expenses to economical options.

To be reimbursed, employees must submit expense reports to the Human Resources Coordinator for approval. The report must be accompanied by receipts or other documentation substantiating the expenses. Questions regarding this policy should be directed to your supervisor.

3.4 Termination of Employment

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Common circumstances under which employment is terminated include the following:

- **Resignation** - Voluntary employment termination initiated by an employee.
- **Termination** - Involuntary employment termination initiated by COMMUNITY CARE NURSING SERVICES INC. In most cases, COMMUNITY CARE NURSING SERVICES INC will use progressive disciplinary actions before dismissing an employee. However, certain actions warrant immediate termination.
- **Layoff** - Involuntary employment termination initiated by COMMUNITY CARE NURSING SERVICES INC for non-disciplinary reasons.
- **Retirement** - Voluntary employee termination upon eligibility for retirement.

Employees who intend to terminate employment with COMMUNITY CARE NURSING SERVICES INC, shall provide COMMUNITY CARE NURSING SERVICES INC with at least two weeks of written notice. Such notice is intended to allow the Agency time to adjust to the employee's departure without placing undue burden on those employees who may be required to fill in before a replacement can be found.

Since employment with COMMUNITY CARE NURSING SERVICES INC is based on mutual consent, both the employee and COMMUNITY CARE NURSING SERVICES INC have the right to terminate employment at-will, with or without cause, at any time.

In the case of employee termination, the employee will receive their accrued pay in accordance with all federal, state and local laws.

Any employee who terminates employment with COMMUNITY CARE NURSING SERVICES INC shall return all files, records, keys, and any other materials that are the property of COMMUNITY CARE NURSING SERVICES INC.

Employee benefits will be affected by employment termination in the following manner:

- All accrued vested benefits that are due and payable at termination will be paid in accordance with applicable federal, state and local laws.
- Some benefits may be continued at the employee's expense, if the employee elects to do so, such as healthcare coverage.
- The employee will be notified of the benefits that may be continued and of the terms, conditions, and limitations of such continuation.

If you have any questions or concerns regarding this policy, direct them to the Human Resources Coordinator.

4. Working Conditions & Hours

4.1 Company Hours

4.1 Company Hours

COMMUNITY CARE NURSING SERVICES INC is open for business from Monday's – Thursday's 8 AM to 5 PM and Friday's 8AM to 3PM . This excludes holidays recognized by COMMUNITY CARE NURSING SERVICES INC. The standard workweek is 40 hours.

Supervisors will advise employees of their scheduled shift, including starting and ending times. Business needs may necessitate a variation in your starting and ending times as well as in the total hours you may be scheduled to work each day and each week.

4.2 Emergency Closing

At times, emergencies such as severe weather, fires, or power failures can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility. The decision to close or delay regular operations will be made by COMMUNITY CARE NURSING SERVICES INC management.

When a decision is made to close the office, employees will receive official notification from their supervisor.

4.3 Parking

COMMUNITY CARE NURSING SERVICES INC provides parking for employees in the buildings rear parking lot. There should be ample space for all employees. Employees may only park in open spaces or those designated for use by COMMUNITY CARE NURSING SERVICES INC. Vehicles parked in spaces designated for private use will be towed at the owner's expense.

4.4 Workplace Safety

COMMUNITY CARE NURSING SERVICES INC is committed to providing a clean, safe, and healthful work environment for its employees. Maintaining a safe work environment, however, requires the continuous cooperation of all employees. COMMUNITY CARE NURSING SERVICES INC and all employees must comply with all occupational safety and health standards and regulations established by the Occupational Safety and Health Act and state and local regulations. In addition, all employees are expected to obey safety rules and exercise caution and common sense in all work activities.

Complaint and Reporting Procedure:

Employees should immediately report any unsafe conditions to their supervisor without fear of reprisal. In the case of an accident that results in injury, regardless of how seemingly insignificant the injury may appear, employees must notify their supervisor. If you believe it would be inappropriate to report the matter to your supervisor, you can report it directly to:

Juli Petti, Director of Nursing

nursing@communitycarenursing.net

4106657566

Employees who violate safety standards, cause hazardous or dangerous situations, or fail to report or, where appropriate, remedy such situations may be subject to disciplinary action, up to and including termination of employment.

Retaliation Prohibited:

COMMUNITY CARE NURSING SERVICES INC expressly prohibits retaliation against anyone who reports unsafe working conditions or work-related accidents, injuries or illnesses. Any form of retaliation will be subject to disciplinary action, up to and including termination of employment.

Questions or concerns regarding this policy should be directed to your supervisor or the Human Resources Coordinator.

4.5 Security

The purpose of COMMUNITY CARE NURSING SERVICES INC's security policy is to protect Agency assets and to maintain a safe working environment for all employees.

Facility Access:

Some regular COMMUNITY CARE NURSING SERVICES INC employees will be issued a key to gain access to COMMUNITY CARE NURSING SERVICES INC facilities. Employees who are issued keys are responsible for their safekeeping. All lost or stolen keys must be reported to your supervisor as soon as possible.

Upon separation from COMMUNITY CARE NURSING SERVICES INC, and at any other time upon COMMUNITY CARE NURSING SERVICES INC's request, all keys must be returned to your supervisor.

Closing Procedures:

The last employee, or a designated employee, who leaves the office at the end of the business day assumes the responsibility to ensure that: all doors are securely locked; the alarm system is armed; thermostats are set on appropriate evening and/or weekend setting; and all appliances and lights are turned off with the exception of the lights normally left on for security purposes.

Employees are not permitted on company property after hours without prior written authorization from the Human Resources Coordinator.

4.6 Meal & Break Periods

In accordance with state and local laws, non-exempt employees will be provided with meal and break periods. Break periods of less than 20 minutes will be paid. Break periods lasting longer than 20 minutes will be unpaid.

Non-exempt employees must be fully relieved of their job responsibilities and are not permitted to work during unpaid break and meal periods of more than 20 minutes. If for any reason a non-exempt employee does not take the applicable meal and rest period that they are provided, the employee must notify his or her supervisor immediately.

COMMUNITY CARE NURSING SERVICES INC will schedule meal and break periods in order to accommodate Agency operating requirements. For questions about breaks, please contact the Human Resources Department.

4.7 Break Time for Nursing Mothers

COMMUNITY CARE NURSING SERVICES INC accommodates employees who wish to express breast milk during the workday by providing reasonable break times to do so. The Agency will provide a designated room, other than a

bathroom, that is shielded from view, free from intrusion from coworkers and the public and is in compliance with all other applicable laws for this purpose.

Employees who use regularly scheduled rest breaks to express breast milk will be paid for the break time. If the lactation break does not run concurrently with the employee's regularly scheduled compensated break, the lactation break time will be unpaid.

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For questions related to this policy, please contact the Human Resources Coordinator.

5. Employee Benefits

COMMUNITY CARE NURSING SERVICES INC offers health insurance to Employee I individuals only. Insurance may be obtained after 90-day probationary period or during annual open enrollment. Insurance benefits can be cancelled at any time.

5.1 Health Insurance Continuation

The Consolidated Omnibus Budget Reconciliation Act (COBRA) is a federal law that requires most employers sponsoring group health plans to offer a temporary continuation of group health coverage when coverage would otherwise be lost due to certain specific events.

Through COBRA, employees and their qualified beneficiaries have the right to continue group health insurance coverage after a "qualifying event." The following are qualifying events:

- Resignation or termination of the employee
- Death of the covered employee
- A reduction in the employee's hours
- For spouses and eligible dependents, the employee's entitlement to Medicare
- Divorce or legal separation of the covered employee and his or her spouse
- A dependent child no longer meeting eligibility requirements under the group health plan

Under COBRA, the employee or beneficiary pays the full cost of health insurance coverage at

COMMUNITY CARE NURSING SERVICES INC's group rates plus an administration fee.

Notification Requirements:

The employee, or family member, has the responsibility to inform the Human Resources Coordinator of a divorce, legal separation, or a child losing dependent status. The employee, or a family member, has 60 days after the

qualifying event to provide such notice, unless a longer period is permitted under rules of the plan. COMMUNITY CARE NURSING SERVICES INC has the responsibility to notify the Plan Administrator of the employee's death, termination of employment, or reduction in hours.

Once the notification has been made to the Plan Administrator, the Plan Administrator will inform the employee that he or she has the right to choose continuation of coverage. If employees choose to continue coverage, COMMUNITY CARE NURSING SERVICES INC is required to provide coverage that is identical to the coverage provided under the plan to similarly situated employees or family members.

Period of Coverage:

Continuation of coverage is extended from the date of the qualifying event for a period of 18 to 36 months. The length of time for which continuation coverage is made available (i.e., the "maximum period" of continuation coverage) depends on the type of qualifying event that gave rise to the employee's COBRA rights.

An employee's continuation of coverage may be cut short for any of the following reasons:

- COMMUNITY CARE NURSING SERVICES INC no longer provides group health coverage to any of its employees
- COMMUNITY CARE NURSING SERVICES INC no longer provides group health coverage to any of its employees
- The premium for the employee's continuation coverage is not paid in full on a timely basis
- The employee becomes covered under another group health plan that does not contain any exclusion or limitation with respect to any pre-existing condition
- The employee becomes entitled to Medicare

This policy provides a summary of health insurance continuation benefits. Actual coverage is determined by the express terms of the plan documents. We encourage both you and your family to review the plan's Summary Plan Description (SPD) materials carefully.

If there are any conflicts between the handbook or summaries provided and the plan documents, the plan documents will control. The Agency reserves the right to amend, interpret, modify or terminate any of its employee benefits programs without prior notice to the extent allowed by law.

For further details on health insurance continuation available through COMMUNITY CARE NURSING SERVICES INC, as well as copies of the plan documents, contact the Human Resources Coordinator.

5.2 Holidays

COMMUNITY CARE NURSING SERVICES INC observes the following paid holidays:

- Memorial Day
- Independence Day
- Labor Day

- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

Due to the nature of our business, COMMUNITY CARE NURSING SERVICES INC may require employees to work on a holiday. Employees required to work on holidays will be paid holiday pay in accordance with applicable laws.

5.3 Military Leave

COMMUNITY CARE NURSING SERVICES INC grants employees unpaid time off for service, training and other obligations in the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and any other applicable state law.

All employees requesting time off for military service must provide advance notice to their immediate supervisor, unless military necessity prevents such notice or it is otherwise impracticable. Continuation of health insurance benefits is available during military leave subject to the terms and conditions of the group health plan and applicable law.

Employees are eligible for reemployment for up to five years from the date their military leave began. The period an individual has to apply for reemployment or report back to work after military service is based on time spent on military duty and on applicable law. For reinstatement guidelines, contact the Human Resources Coordinator.

Employees who qualify for reemployment will return to work at a pay level and status equal to that which they would have attained had they not taken military leave. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

COMMUNITY CARE NURSING SERVICES INC complies with all rights and protections under all applicable state laws granting time off for service, training and other obligations in the uniformed services. This includes, but is not limited to, benefits entitlement and continuation, notice and recertification requirements, and reemployment application requirements.

Questions regarding this policy should be directed to the Human Resources Coordinator.

5.4 Jury Duty

COMMUNITY CARE NURSING SERVICES INC encourages employees to fulfill their civic responsibilities when called upon to serve as a juror. Employees must provide their immediate supervisor with a copy of their jury summons as soon as possible so that the supervisor may make arrangements to accommodate their absence.

Employees on jury duty must report to work on workdays, or parts of workdays, when they are not required to serve. Either COMMUNITY CARE NURSING SERVICES INC or the employee may request an excuse from jury duty if it is determined that the employee's absence would create serious operational difficulties.

Jury duty will be paid if required by applicable state law. If paid, jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. . If exempt employees miss work because of jury duty, they will receive their full salary, unless they miss the entire workweek. However, COMMUNITY CARE NURSING SERVICES INC may offset any jury-duty fees received by an exempt employee against the salary due for that workweek.

5.5 Jury Duty Leave (Maryland Employees)

COMMUNITY CARE NURSING SERVICES INC encourages employees to fulfill their civic responsibilities when called upon to serve as a juror. Employees must provide their immediate supervisor with a copy of their jury summons as soon as possible so that the supervisor may make arrangements to accommodate their absence. Either COMMUNITY CARE NURSING SERVICES INC or the employee may request an excuse from jury duty if it is determined that the employee's absence would create serious operational difficulties.

If the employee's service has lasted for four hours or more on the day of his or her appearance for jury duty, including travel time to and from court, the employee will not be scheduled to work between 5 p.m. on the day of his or her appearance for jury duty and 3 a.m. the following day.

Jury duty leave is unpaid; however, employees may opt to use accrued paid time off for this purpose.

5.6 Workers' Compensation

Employees who are injured on the job at COMMUNITY CARE NURSING SERVICES INC are eligible for Workers' Compensation benefits. Such benefits are provided at no cost to employees and cover any injury or illness sustained in the course of employment that requires medical treatment.

Lost time or medical expenses incurred as a result of an accident or injury which occurred while an employee was on the job will be compensated for in accordance with workers' compensation laws. This protection is paid for in full by COMMUNITY CARE NURSING SERVICES INC. No premium is charged for this coverage and no individual enrollment is required. COMMUNITY CARE NURSING SERVICES INC will provide medical care and a portion of lost wages through our insurance carrier.

All job-related accidents or illnesses must be reported to an employee's supervisor immediately upon occurrence. Supervisors will then immediately contact the Human Resources Coordinator to obtain the required claim forms and instructions.

5.7 Civil Air Patrol Leave (Maryland Employees)

Members of the Civil Air Patrol may be allowed a leave of absence of up to 15 days per calendar year to respond to an emergency service operation of the Maryland Wing of the Civil Air Patrol.

An employee requesting Civil Air Patrol leave must provide his or her supervisor with as much notice as possible. After arriving at an emergency location, the employee must provide COMMUNITY CARE NURSING SERVICES INC

with an estimate of the amount of time needed to complete the emergency mission. Any changes to this time must also be reported to COMMUNITY CARE NURSING SERVICES INC.

Employees must be prepared to provide COMMUNITY CARE NURSING SERVICES INC with certification from the proper Civil Air Patrol authority to verify the employee's eligibility for the Civil Air Patrol leave requested.

Upon expiration of the leave, an employee will generally be reinstated to his or her position with equivalent seniority, benefits, pay and other terms and conditions of employment.

Civil Air Patrol leave is unpaid; however, employees may use accrued paid time off for this purpose.

5.8 Voting Leave (Maryland Employees)

COMMUNITY CARE NURSING SERVICES INC requests that, whenever possible, employees vote before or after work hours to avoid interference with business operations. However, if an employee does not have sufficient time outside of work hours to cast his or her ballot, the employee may be eligible for time off to vote.

COMMUNITY CARE NURSING SERVICES INC may specify the hours during which the employee may take leave to vote. Such time will generally be limited to the beginning or end of a working shift unless otherwise mutually agreed.

If there are fewer than two consecutive hours between the opening of the polls and the beginning of an employee's workday or between the end of an employee's workday and the closing of the polls, an employee may take up to two hours of paid leave to vote on Election Day.

To the extent possible, employees must provide reasonable notice of their need for leave under this policy.

Employees must be prepared to provide COMMUNITY CARE NURSING SERVICES INC with certification, such as a voter's receipt, to prove that he or she voted.

5.9 Pregnancy Disability Accommodation and Leave (Maryland Employees)

Employees who are limited in their abilities to perform their jobs because of pregnancy, childbirth, or related medical conditions may request a reasonable accommodation, including a reasonable period of leave, as is necessary based on their pregnancy disability.

COMMUNITY CARE NURSING SERVICES INC will provide eligible employees with reasonable accommodations as long as the accommodation does not impose an undue hardship on the Agency. Reasonable accommodations include, but are not limited to:

- Changing job duties or work hours
- Relocating the employee's work area
- Transferring the employee to a less strenuous or less hazardous position

- Providing mechanical or electrical aids
- Providing leave under the conditions in this policy

Employees should be prepared to provide the Agency with medical certification in order to verify the need and probable duration for the accommodation requested.

If an employee takes leave as an accommodation, the leave is unpaid; however, employees may use accrued paid time off for this purpose. To the extent allowed by law, leave taken under this policy runs concurrently with leave provided under other relevant laws. Upon expiration of leave taken under this policy, an employee will generally be reinstated to her position with equivalent seniority, benefits, pay and other terms and conditions of employment.

The Agency will not retaliate against an employee who requests or uses a reasonable accommodation under this policy. Employees should speak with the Human Resources Coordinator to discuss their need for reasonable accommodation or for questions regarding this policy.

5.10 Parental Leave (Maryland Employees)

Employees may be eligible to take up to 6 weeks of leave during a 12-month period as necessary for the birth of the employee's child or adoption or foster care placement of a child with the employee.

To be eligible for such leave, an employee must have:

- Completed at least 12 months of employment with COMMUNITY CARE NURSING SERVICES INC; **and**
- Completed at least 1,250 hours during the previous 12 months with COMMUNITY CARE NURSING SERVICES INC.

To the extent possible, employees must provide 30 days' written notice of their need for leave under this policy. When the need for leave is not foreseeable, employees must provide as much notice as practical.

For the duration of parental leave, COMMUNITY CARE NURSING SERVICES INC will maintain an eligible employee's coverage in a group health plan in the same manner as if the employee had continued employment.

An employee returning from leave is generally entitled to the same position, or an equivalent position, with equivalent benefits, pay and terms and conditions of employment, as when the leave began.

Leave is unpaid; however, the Agency may require that employees use accrued paid time off for this purpose. Employees may also choose to use accrued paid time off during parental leave.

To the extent allowed by law, leave under this policy runs concurrently with leave provided under the Family and Medical Leave Act. For questions regarding leave, please contact your supervisor or the Human Resources Coordinator.

5.11 Paid Sick Leave (Maryland Employees)

Effective February 11, 2018, eligible employees are entitled to paid sick leave under the Healthy Working Families Act.

Eligible Employees:

Employees must regularly work 12 or more hours a week to be eligible. Certain types of employees are not covered by the Healthy Working Families Act. For information on whether you are eligible, please contact the Human Resources Coordinator.

Basic Leave Entitlement:

Eligible employees may use accrued paid sick leave for the following reasons:

- To care for the employee's or a family member's mental or physical injury or illness.
- To obtain preventive medical care for the employee or a family member.
- For maternity or paternity leave.
- For medical care, legal or victim assistance, or temporary relocation due to domestic violence, sexual assault or stalking committed against the employee or family member.

Employees must work for COMMUNITY CARE NURSING SERVICES INC for 106 calendar days before they can use accrued sick leave. The use of accrued sick leave is limited to 64 hours in a year.

Accrual and Carryover:

Generally, employees accrue paid sick leave at a rate of one hour for every 30 hours worked. Employees may accrue and use up to 40 hours of paid sick leave in a year. Employees are generally entitled to carryover up to 40 hours of accrued, unused sick leave to the following year. However, total accrual is limited to 64 hours of sick leave.

Notice:

If the need for leave is foreseeable, employees must provide seven days' advance notice. Otherwise, employees must generally follow COMMUNITY CARE NURSING SERVICES INC's regular reporting procedures for unscheduled absences. When an employee uses sick leave for more than two consecutive shifts, he or she may be asked to provide reasonable documentation of their need for leave.

Paid Leave:

The sick leave provided under this policy is paid unless COMMUNITY CARE NURSING SERVICES INC averaged 14 or fewer employees per month in the preceding year.

Job Restoration:

Upon expiration of the leave, employees will generally be reinstated to their position with equivalent seniority, benefits, pay and other terms and conditions of employment.

Retaliation Prohibited:

[Company Name] will not retaliate against, or interfere with, employees exercising their rights under the Healthy Working Families Act.

Relationship with Other Leave Policies:

If a law, regulation or policy provides for greater accrual or use of sick days, the law, regulation or policy with the greater protection may apply. For questions regarding the interplay between your entitlement to leave under other laws, regulations or policies and your entitlement to leave under this policy, please contact the Human Resources Coordinator.

5.12 Bone Marrow & Organ Donation Leave (Maryland Employees)

Effective January 1, 2020, employees may be eligible to take unpaid leave to donate an organ or bone marrow.

Employee Eligibility:

For employees to be eligible for leave under this policy:

- COMMUNITY CARE NURSING SERVICES INC must have at least 15 employees working in the state of Maryland;
- The employee must be employed by COMMUNITY CARE NURSING SERVICES INC for at least 12 months; *and*
- The employee must have worked for COMMUNITY CARE NURSING SERVICES INC for at least 1,250 hours during the previous 12 months.

Certification:

Eligible employees must provide written verification from a physician that they are an organ donor or a bone marrow donor and there is a medical necessity for the donation.

Basic Leave Entitlement:

An eligible employee is entitled to unpaid leave of up to:

- 60 business days in any 12-month period to serve as an organ donor; *and*
- 30 business days in any 12-month period to serve as a bone marrow donor.

Note: Organ/bone marrow donation leave does not run concurrently with leave taken under the federal Family and Medical Leave Act.

Job Restoration:

Eligible employees returning from organ/bone marrow donation leave will generally be restored to:

- The position they held at the start of the leave; *or*
- An equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

However, COMMUNITY CARE NURSING SERVICES INC reserves the right to deny job restoration because of conditions unrelated to the exercise of rights covered under Maryland's bone marrow and organ donation leave law.

Benefits Continuation:

During organ/bone marrow donation leave, COMMUNITY CARE NURSING SERVICES INC will maintain group health coverage in the same manner that coverage would have been provided if the eligible employee had continued working.

Leave taken under this policy by eligible employees will not be considered a break in service for the purpose of the employee's right to salary adjustments, sick leave, vacation, paid time off, annual leave, or seniority.

Retaliation Prohibited:

COMMUNITY CARE NURSING SERVICES INC will not retaliate against, or interfere with, employees exercising their rights under the law.

Questions regarding this policy should be directed to the Human Resources Coordinator.

6. Employee Conduct

6.1 Standards of Conduct

COMMUNITY CARE NURSING SERVICES INC's rules and standards of conduct are essential to a productive work environment. As such, employees must familiarize themselves with, and be prepared to follow, the Agency's rules and standards.

While not intended to be an all-inclusive list, the examples below represent behavior that is considered unacceptable in the workplace. Behaviors such as these, as well as other forms of misconduct, may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal/possession of property
- Falsification of timekeeping records
- Possession, distribution, sale, transfer, manufacture or use of alcohol or illegal drugs in the workplace
- Fighting or threatening violence in the workplace

- Making maliciously false statements about co-workers
- Threatening, intimidating, coercing, or otherwise interfering with the job performance of fellow employees or visitors
- Negligence or improper conduct leading to damage of company-owned or customer-owned property
- Violation of safety or health rules
- Smoking in the workplace
- Sexual or other unlawful or unwelcome harassment
- Excessive absenteeism
- Unauthorized use of telephones, computers, or other company-owned equipment on working time. Working time does *not* include break periods, meal times, or other specified periods during the workday when employees are not engaged in performing their work tasks.
- Unauthorized disclosure of any “business secrets” or other confidential or non-public proprietary information relating to the Agency’s products, services, customers or processes. *Wages and other conditions of employment are not considered to be confidential information.*

This policy is not intended to restrict an employee’s right to discuss, or act together to improve, wages, benefits and working conditions with co-workers or in any way restrict employees’ rights under the National Labor Relations Act.

Other forms of misconduct not listed above may also result in disciplinary action, up to and including termination of employment. If you have questions regarding COMMUNITY CARE NURSING SERVICES INC's standards of conduct, please direct them to your supervisor or the Human Resources Coordinator.

6.2 Disciplinary Action

Disciplinary action at COMMUNITY CARE NURSING SERVICES INC is intended to fairly and impartially correct behavior and performance problems early on and to prevent reoccurrence.

Disciplinary action may involve any of the following: verbal warning, written warning, suspension with or without pay, and termination of employment, depending on the severity of the problem and the frequency of occurrence. COMMUNITY CARE NURSING SERVICES INC reserves the right to administer disciplinary action at its discretion and based upon the circumstances.

COMMUNITY CARE NURSING SERVICES INC recognizes that certain types of employee behavior are serious enough to justify termination of employment, without observing other disciplinary action first.

These violations include but are not limited to:

- Workplace violence
- Harassment

- Theft of any kind
- Insubordinate behavior
- Vandalism or destruction of company property
- Presence on company property during non-business hours
- Use of company equipment and/or company vehicles without prior authorization
- Indiscretion regarding personal work history, skills, or training
- Divulging COMMUNITY CARE NURSING SERVICES INC business practices or any other confidential information
- Any misrepresentation of COMMUNITY CARE NURSING SERVICES INC to a customer, a prospective customer, the general public, or an employee

6.3 Confidentiality

COMMUNITY CARE NURSING SERVICES INC takes the protection of Confidential Information very seriously. "Confidential Information" includes, but is not limited to, computer processes, computer programs and codes, customer lists, customer preferences, customers' personal information, company financial data, marketing strategies, proprietary production processes, research and development strategies, pricing information, business and marketing plans, vendor information, software, databases, and information concerning the creation, acquisition or disposition of products and services.

Confidential Information also includes the Agency's intellectual property and information that is not otherwise public. Intellectual property includes, but is not limited to, trade secrets, ideas, discoveries, writings, trademarks, and inventions developed through the course of your employment with COMMUNITY CARE NURSING SERVICES INC and as a direct result of your job responsibilities with COMMUNITY CARE NURSING SERVICES INC. *Wages and other conditions of employment are not considered to be Confidential Information.*

To protect such information, employees may not disclose any confidential or non-public proprietary information about the Agency to any unauthorized individual. If you receive a request for Confidential Information, you should immediately refer the request to your supervisor.

The unauthorized disclosure of Confidential Information belonging to the Agency, and not otherwise available to persons or companies outside of COMMUNITY CARE NURSING SERVICES INC, may result in disciplinary action, up to and including termination of employment. If you leave the Agency, you may not disclose or misuse any Confidential Information.

This policy is not intended to restrict an employee's right to discuss, or act together to improve, wages, benefits and working conditions with co-workers or in any way restrict employees' rights under the National Labor Relations Act.

Questions regarding this policy should be directed to the Human Resources Coordinator.

6.4 Personal Appearance

The purpose of COMMUNITY CARE NURSING SERVICES INC's personal appearance policy is to ensure a safe and sanitary workplace for all employees. COMMUNITY CARE NURSING SERVICES INC strives to maintain a professional working environment that promotes efficiency, positive employee morale and promotes a professional image. During business hours or when representing COMMUNITY CARE NURSING SERVICES INC, employees are expected to use common sense and good judgment in order to meet the goals of this policy.

Generally, employees should wear appropriate clothing, observe high standards of personal hygiene, and dress and groom themselves according to the requirements of their positions. While not intended to be an all-inclusive list, the examples below are considered appropriate workplace attire:

Only company approved uniforms

If management designates "casual days," an employee's casual dress must still be clean, neat and project a professional image.

Generally, employees should maintain a clean and neat appearance and should refrain from wearing stained, wrinkled, frayed, or revealing clothing to the workplace. Employees are urged to use their discretion when determining what is appropriate to wear to work. Employees who wear inappropriate attire to work may be sent home to change their clothing.

COMMUNITY CARE NURSING SERVICES INC understands that in certain situations, the Agency may need to make exceptions to this policy based on an employee's religion, disability, or other characteristic protected under federal, state or local law. In accordance with all applicable laws, the Agency will make every effort to provide reasonable accommodation as necessary unless doing so would cause an undue hardship on COMMUNITY CARE NURSING SERVICES INC.

Questions regarding appropriate workplace attire should be directed to your supervisor or the Human Resources Coordinator.

6.5 Workplace Violence

COMMUNITY CARE NURSING SERVICES INC strictly prohibits workplace violence, including any act of intimidation, threat, harassment, physical violence, verbal abuse, aggression or coercion against a coworker, vendor, customer, or visitor.

Prohibited actions, include, but are not limited to the following examples:

- Physically injuring another person
- Threatening to injure another person
- Engaging in behavior that subjects another person to emotional distress

- Using obscene, abusive or threatening language or gestures
- Bringing an unauthorized firearm or other weapon onto company property
- Threatening to use or using a weapon while on company premises, on company-related business, or during job-related functions
- Intentionally damaging property

All threats or acts of violence should be reported immediately to your supervisor or security personnel. Employees should warn their supervisors or security personnel of any suspicious workplace activity that they observe or that appears problematic. Employee reports made pursuant to this policy will be investigated promptly and will be kept confidential to the maximum extent possible. COMMUNITY CARE NURSING SERVICES INC will not tolerate any form of retaliation against any employee for making a report under this policy.

COMMUNITY CARE NURSING SERVICES INC will take prompt remedial action, up to and including immediate termination, against any employee found to have engaged in threatening behavior or acts of violence.

6.6 Drug & Alcohol Use

COMMUNITY CARE NURSING SERVICES INC is committed to maintaining a workplace free of substance abuse. No employee or individual who performs work for COMMUNITY CARE NURSING SERVICES INC is allowed to consume, possess, sell, purchase, or be impaired by alcohol or illegal drugs, as defined under federal and/or state law, on any property owned by or leased on behalf of COMMUNITY CARE NURSING SERVICES INC, or in any vehicle owned or leased on behalf of COMMUNITY CARE NURSING SERVICES INC or while on Agency business.

The use of over-the-counter drugs and legally prescribed drugs is permitted as long as they are used in the manner for which they were prescribed and provided that such use does not hinder an employee's ability to safely perform their job. Employees should inform their supervisor if they believe their medication will impair their job performance, safety or the safety of others, or if they believe they need a reasonable accommodation when using such medication.

COMMUNITY CARE NURSING SERVICES INC will not tolerate employees who report for duty while impaired by the use of alcohol or drugs. All employees should report evidence of alcohol or drug abuse to their supervisor or the Human Resources Coordinator immediately. In cases in which the use of alcohol or drugs creates an imminent threat to the safety of persons or property, employees are required to report the violation. Failure to do so may result in disciplinary action, up to and including termination of employment.

As a part of our effort to maintain a workplace free of substance abuse, COMMUNITY CARE NURSING SERVICES INC employees may be asked to submit to a medical examination and/or clinical testing for the presence of alcohol and/or drugs. Within the limits of federal, state, and local laws, COMMUNITY CARE NURSING SERVICES INC reserves the right to examine and test for drugs and alcohol at our discretion.

As a condition of your employment with COMMUNITY CARE NURSING SERVICES INC, employees must comply with this Drug & Alcohol Use Policy. Be advised that no part of the Drug & Alcohol Use Policy shall be construed to alter

or amend the at-will employment relationship between COMMUNITY CARE NURSING SERVICES INC and its employees.

Employees found in violation of this policy may be subject to disciplinary action, up to and including termination of employment.

6.7 Sexual & Other Unlawful Harassment

COMMUNITY CARE NURSING SERVICES INC is committed to a work environment in which all individuals are treated with respect. COMMUNITY CARE NURSING SERVICES INC expressly prohibits discrimination and all forms of employee harassment based on race, color, religion, sex, pregnancy, national origin, age, disability, military or veteran status, or status in any group protected by state or local law.

Sexual harassment is a form of discrimination and is prohibited by law. For purposes of this policy sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment. Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission or rejection of the conduct is used as a basis for making employment decisions; or, (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

Sexual and unlawful harassment may include a range of behaviors and may involve individuals of the same or different gender. These behaviors include, but are not limited to:

- Unwanted sexual advances or requests for sexual favors.
- Sexual or derogatory jokes, comments, or innuendo
- Unwelcomed physical interaction
- Insulting or obscene comments or gestures
- Offensive email, voicemail, or text messages
- Suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons
- Making or threatening reprisals after a negative response to sexual advances
- Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters
- Verbal sexual advances or propositions
- Physical conduct that includes touching, assaulting, or impeding or blocking movements

- Abusive or malicious conduct that a reasonable person would find hostile, offensive, and unrelated to the Agency's legitimate business interests
 - Any other visual, verbal, or physical conduct or behavior deemed inappropriate by the Agency
- Harassment on the basis of any other protected characteristic is also strictly prohibited.

Complaint Procedure:

COMMUNITY CARE NURSING SERVICES INC strongly encourages the reporting of all instances of discrimination, harassment, or retaliation. If you believe you have experienced or witnessed harassment or discrimination based on sex, race, national origin, disability, or another factor, promptly report the incident to your supervisor. If you believe it would be inappropriate to discuss the matter with your supervisor, you may bypass your supervisor and report it directly to:

Juli Petti

nursing@communitycarenursing.net

4106657566

Any reported allegations of harassment or discrimination will be investigated promptly, thoroughly, and impartially.

Any employee found to be engaged in any form of sexual or other unlawful harassment may be subject to disciplinary action, up to and including termination of employment.

Retaliation Prohibited:

COMMUNITY CARE NURSING SERVICES INC expressly prohibits retaliation against any individual who reports discrimination or harassment, or assists in investigating such charges. Any form of retaliation is considered a direct violation of this policy and, like discrimination or harassment itself, will be subject to disciplinary action, up to and including termination of employment.

6.8 Telephone Usage

COMMUNITY CARE NURSING SERVICES INC telephones are intended for the sole use of conducting company business. Personal use of the Agency's telephones and individually owned cell phones during business hours should be kept to a minimum or for emergency purposes only. We ask that personal calls only be made or received outside of working hours, including during lunch or break time. Long distance phone calls which are not strictly business-related are expressly prohibited.

Any employee found in violation of this policy will be subject to disciplinary action, up to and including termination of employment.

Employees are not permitted to take pictures of patients without written consent of the patient or his or her representative.

6.9 Personal Property

Employees should use their discretion when bringing personal property into the workplace. COMMUNITY CARE NURSING SERVICES INC assumes no risk for any loss or damage to personal property.

Additionally, employees may not possess or display any property that may be viewed as inappropriate or offensive on COMMUNITY CARE NURSING SERVICES INC premises or the premises of COMMUNITY CARE NURSING SERVICES INC clients.

6.10 Use of Company Property

Company property refers to anything owned by the company: physical, electronic, intellectual, or otherwise. The use of company property is for business necessity only.

When materials or equipment are assigned to an employee for business, it is the employee's responsibility to see that the equipment is used properly and cared for properly. However, at all times, equipment assigned to the employee remains the property of the Agency, and is subject to reassignment and/or use by the Agency without prior notice or approval of the employee. This includes, but is not limited to, computer equipment and data stored thereon, voicemail, records, and employee files.

COMMUNITY CARE NURSING SERVICES INC has created specific guidelines regarding the use of company equipment. Below is a list of employee responsibilities and limitations with regards to company property.

Personal use of company property:

Company property is not permitted to be taken from the premises without proper written authority from company management.

Company Tools:

All necessary tools are furnished to employees in order to assist them in their required duties. Each employee is, in turn, responsible for these tools. Tools damaged or stolen as a result of an employee's negligence will, to the extent permitted by federal, state and local law, be charged to the employee.

Care of Company Property:

Office areas should be kept neat and orderly and all equipment should be well-maintained. The theft, misappropriation, or unauthorized removal, possession, or use of company property or equipment is expressly

prohibited.

Any action in contradiction to the guidelines set herein may result in disciplinary action, up to and including termination of employment.

6.11 Smoking

COMMUNITY CARE NURSING SERVICES INC provides a smoke-free environment for its employees, customers, and visitors. Smoking, including the use of e-cigarettes and vaporizers, is prohibited throughout the workplace. We have adopted this policy because we have a sincere interest in the health of our employees and in maintaining pleasant working conditions. Additionally, employees are not permitted to smoke on patient properties.

6.12 Visitors in the Workplace

To ensure the safety and security of COMMUNITY CARE NURSING SERVICES INC and its employees, only authorized visitors are permitted on Agency premises, Agency facilities, or patient's homes.

All visitors must enter through the main reception area and sign in and out at the front desk. All visitors are also required to wear a "visitor" badge while on COMMUNITY CARE NURSING SERVICES INC premises. Authorized visitors will be escorted to their destination and must be accompanied by a representative of the Agency at all times.

6.13 Computer, Email & Internet Usage

Computers, email, and the Internet allow COMMUNITY CARE NURSING SERVICES INC employees to be more productive. However, it is important that all employees use good business judgment when using COMMUNITY CARE NURSING SERVICES INC's electronic communications systems (ECS).

Standards of Conduct and ECS

COMMUNITY CARE NURSING SERVICES INC strives to maintain a workplace free of discrimination and harassment. Therefore, COMMUNITY CARE NURSING SERVICES INC prohibits the use of the Agency's ECS for bullying, harassing, discriminating, or engaging in other unlawful misconduct, in violation of the Agency's policy against discrimination and harassment.

Copyright and other Intellectual Property

Respect all copyright and other intellectual property laws. For the Agency's protection as well as your own, it is critical that you show proper respect for the laws governing copyright, fair use of copyrighted material owned by others, trademarks and other intellectual property, including the Agency's own copyrights, trademarks and brands.

Employees are also responsible for ensuring that, when sending any material over the Internet, they have the appropriate distribution rights.

COMMUNITY CARE NURSING SERVICES INC purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, COMMUNITY CARE NURSING SERVICES INC does not have the right to reproduce such software for use on more than one computer. Employees may only use software according to the software license agreement. COMMUNITY CARE NURSING SERVICES INC prohibits the illegal duplication of software and its related documentation.

ECS Guidelines

The following behaviors are examples of previously stated or additional actions and activities under this policy that are prohibited:

- Sending or posting discriminatory, harassing, or threatening messages or images about coworkers, supervisors or the Agency that violate the Agency's policy against discrimination and harassment.
- Stealing, using, or disclosing someone else's code or password without authorization.
- Pirating or downloading Agency-owned software without permission.
- Sending or posting the Agency's confidential material, trade secrets, or non-public proprietary information outside of the Agency. *Wages and other conditions of employment are not considered confidential material.*
- Violating copyright laws and failing to observe licensing agreements.
- Stealing the Agency's policies and procedures
- Posting pictures of patients without written permission
- Violating patient confidentiality or HIPPA
- Participating in the viewing or exchange of pornography or obscene materials.
- Sending or posting messages that threaten, intimidate, coerce, or otherwise interfere with the job performance of fellow employees.
- Attempting to break into the computer system of another organization or person.
- Refusing to cooperate with a security investigation.
- Using the Internet for gambling or any illegal activities.
- Sending or posting messages that disparage another organization's products or services.
- Passing off personal views as representing those of COMMUNITY CARE NURSING SERVICES INC.

Privacy and Monitoring

Computer hardware, software, email, Internet connections, and all other computer, data storage or ECS provided by COMMUNITY CARE NURSING SERVICES INC are the property of COMMUNITY CARE NURSING SERVICES INC.

Employees have no right of personal privacy when using COMMUNITY CARE NURSING SERVICES INC's ECS. To ensure productivity of employees, compliance with this policy and with all applicable laws, including harassment and anti-discrimination laws, computer, email and Internet usage may be monitored.

This policy is not intended to restrict an employee's right to discuss, or act together to improve, wages, benefits and working conditions with co-workers or in any way restrict employees' rights under the National Labor Relations Act.

Violations of this policy may result in disciplinary action, up to and including termination of employment. Questions or concerns related this policy should be directed to your supervisor or the Human Resources Coordinator.

6.14 Company Supplies

Only authorized persons may purchase supplies in the name of COMMUNITY CARE NURSING SERVICES INC. No employee whose regular duties do not include purchasing shall incur any expense on behalf of COMMUNITY CARE NURSING SERVICES INC or bind COMMUNITY CARE NURSING SERVICES INC by any promise or representation without express written approval.

7. Timekeeping & Payroll

7.1 Attendance & Punctuality

Absenteeism and tardiness place an undue burden on other employees and on the Agency. COMMUNITY CARE NURSING SERVICES INC expects regular attendance and punctuality from all employees. This means being in the workplace, ready to work, at your scheduled start time each day and completing your entire shift. Employees are also expected to return from scheduled meal and break periods on time.

All time off must be requested in writing, in advance, as outlined in the Agency's Paid Time Off (PTO) policy. If an employee is unexpectedly unable to report for work for any reason, he or she must directly notify their supervisor as early as possible, and preferably prior to their scheduled starting time. It is not acceptable to leave a voicemail message with a supervisor, except in extreme emergencies. In cases that warrant leaving a voicemail message or when an employee's direct supervisor is unavailable, a follow-up call must be made later that day.

If an illness or emergency occurs during work hours, employees should notify their supervisor as soon as possible.

Employees, who are going to be absent for more than one day, should contact their supervisor on each day of their absence. COMMUNITY CARE NURSING SERVICES INC reserves the right to ask for a physician's statement in the event of a long-term illness (three consecutive days), or multiple illnesses or injuries.

If an employee fails to notify their supervisor after three consecutive days of absence, COMMUNITY CARE NURSING SERVICES INC will presume that the employee has voluntarily resigned. COMMUNITY CARE NURSING SERVICES INC will review any extenuating circumstances that may have prevented him or her from calling in before the employee is removed from payroll.

Should undue or recurrent absence and tardiness become apparent, the employee will be subject to disciplinary action, up to and including termination of employment.

This policy is not intended to restrict an employee's right to discuss, or act together to improve, wages, benefits and working conditions with co-workers or in any way restrict employees' rights under the National Labor Relations Act.

7.2 Timekeeping

It is the Agency's policy to comply with applicable laws that require records to be maintained of the hours worked by our employees. Every employee is responsible for accurately recording time worked.

In addition to recording arrival and departure time, non-exempt employees are required to accurately record the start and end of each meal period as well as any departure for non-work related reasons. Any errors in time records, must be immediately reported to your supervisor.

Absent prior authorization, non-exempt employees are not permitted to start work until their scheduled starting time or work past their scheduled ending time.

COMMUNITY CARE NURSING SERVICES INC strictly prohibits non-exempt employees from working off the clock for any reason. All time spent working must be logged and accounted for; this includes time spent using electronic devices for work-related purposes.

Vacation days, sick days, holidays, and absences for jury duty, funeral leave or military training must be specifically recorded by all employees.

It is the responsibility of all employees to submit and approve their time records each week.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action up to and including termination of employment.

Employees must complete his or her time sheet only for hours worked. Documenting false hours is a crime and will be handled as such.

7.3 Paydays

COMMUNITY CARE NURSING SERVICES INC employees are paid on a Weekly basis. In the event that a regularly scheduled payday falls on a holiday, employees will be paid on the day preceding the holiday, unless otherwise required.

Paychecks will not, under any circumstances, be given to any person other than the employee without written authorization. Paychecks may also be mailed to the employee's listed address or, upon advance written

authorization, deposited directly into an employee's bank account. Employees who elect payment through direct deposit will receive an itemized statement of wages when the Agency makes direct deposits.

In the event of employee termination, the employee will receive their accrued pay in accordance with applicable federal, state and local laws.

7.4 Payroll Deductions

COMMUNITY CARE NURSING SERVICES INC makes deductions from employee pay only in circumstances permitted by applicable law. This includes, but is not limited to, mandatory deductions for income tax withholding and Social Security and Medicare contributions as well as voluntary deductions for health insurance premiums and other related contributions.

If you believe that an improper deduction has been made from your pay, raise the issue with the Human Resources Coordinator immediately. COMMUNITY CARE NURSING SERVICES INC will promptly investigate. If the investigation reveals that you were subjected to an improper deduction from pay, you will be reimbursed promptly.