CARING, Inc.

Employee Handbook



10/01/2021

**HANDBOOK DISCLAIMER**

We prepared this handbook to help employees find the answers to many questions that they may have regarding their employment with CARING, Inc., CARINGHouse Projects, Inc. and each of their affiliated companies (hereinafter referred to as the “Company” or CARING”). Please take the necessary time to read it.

We do not expect this handbook to answer all questions. Our supervisory team and Human Resources also serve as a major source of information. Further, please be advised that employees covered by a Collective Bargaining Agreement with Communications Workers of America (CWA 1040) should refer to their contract for specific terms and conditions of their employment.

Neither this handbook nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. CARING adheres to the policy of employment at will, which permits the Company or the employee to end the employment relationship at any time, for any reason, with or without cause or notice.

No Company representative other than Executive Director may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be in a signed writing.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate Company documents. These Company documents are always controlling over any statement made in this handbook or by any member of management.

This handbook states only general Company guidelines. The Company may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment by contract, which may only be modified by an express written agreement signed by the employee and the President.

Employees should regularly refer to the Section of the Company ADP website online at <https://workforcenow.adp.com/workforcenow/login.html> under the “Company Policies” section for updates to this handbook and other Company policies and procedures.

# This handbook is subject to the terms of any applicable collective bargaining agreement.

This handbook supersedes all prior handbooks.

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**Section 1 - Welcome**

**1-1. Introduction**

Welcome! We would like to take this opportunity to welcome and thank you for accepting employment with CARING.

This Employee Handbook has been carefully prepared to help you become familiar with your place of employment. It is presented to provide you with information regarding our policies, rules and benefits. Understandably, this handbook will not answer all of your questions, so please feel free to ask your supervisor or Human Resources staff for assistance.

The Handbook and other CARING policies may be updated or revised at any time. Employees are encouraged to, and in some cases will be required to, check with the company policy section of the ADP website at https://workforcenow.adp.com/workforcenow/login.html regarding revisions and updates.

Once again, welcome to CARING. We sincerely hope you will find your association with us to be an enriching and rewarding experience.

**1-2. About the CARING Organization**

CARING Inc. is a non-profit, 501(c)(3) organization dedicated to the mission of preventing the premature institutionalization of adults with disabilities or senior residents of the areas served by the agency. Incorporated in 1977, CARING began earlier as a group of volunteers who realized the need for what has become the organization's present mission. CARING House Projects, Inc., CARING Residential Services, Inc. and other related entities are all part of the CARING organization and all, including CARING, Inc. are referred to collectively in this manual as “CARING” or the “Company”. The current CARING family of programs and services include:

***CARINGHouse Projects, Inc.*** provides special 24-hour assisted living and managed care services for developmentally disabled persons in homelike community residences as an alternative to institutional living.

***CARING ALP*** provides assisted living program services--nursing care, homemaker services, personal care, assistance with medication, doctor’s appointments and transportation to residents of publicly subsidized units in their own apartments in Atlantic City, Millville, Wildwood and Camden.

***CARING’s Social Day*** provides day programs to meet the needs of the elderly and disabled in a social setting providing interesting activities, trips and group involvement. The centers, located in Atlantic City, Camden and Millville provide activities primarily for seniors who might otherwise have little or no means to get out into the community.

***CARING’s Homemaker Services*** are provided to eligible residents of Atlantic City, Wildwood and Millville Housing Authority buildings who are better able to maintain their independence with this assistance.

***CARING Memory Care Resources Center*** provides specialized day care services for adults with cognitive disabilities.

***Transitional Adult Program (T.A.P.)*** is designed to meet the needs of adults with developmental disabilities through community-based health day care services

**1-3. The CARING Philosophy**

At CARING, our success is attributed to courteous and friendly service provided by our employees. Each employee is an individual, to be treated with courtesy and understanding and the people we serve depend on us for assistance in many aspects of their personal living and, in many cases, life sustaining services. We endeavor to deliver those services with respect and compassion in all cases.

We are committed to maintaining an efficient operation by working together, seeking ways to improve services to our members.

As a result of these efforts, we will be able to share in the pride and accomplishments that come from working as part of a TOP CARING TEAM.

**Section 2 - Governing Principles of Employment**

**2-1. Equal Employment Opportunity**

CARING is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, civil union status, veteran status, sexual orientation, genetic information, political affiliation or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

The Company will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities unless the accommodation would impose an undue hardship on the operation of our business or prevent the employee from completing the essential functions of his/her job. If employees need assistance to perform their job duties because of a physical or mental condition, they should contact Director of Human Resources in writing.

The Company will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the Company's operations or prevent the employee from completing the essential functions of his/her job. If employees wish to request such an accommodation, they should contact Director of Human Resources in writing.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of Director of Human Resources in writing. The

Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact Director of Human Resources in writing or send an email to staffreporting@caringinc.org. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations.

**2-2. Pregnancy Accommodations**

Pursuant to New Jersey law, CARING prohibits unlawful discrimination on the basis of pregnancy or breastfeeding. The Company will endeavor to reasonably accommodate the needs of employees’ pregnancy, childbirth, breastfeeding or expressing milk for breastfeeding or related medical condition, including recovery from childbirth, provided that the pregnancy, childbirth or related medical condition is known by the Company, and the proposed accommodation does not impose an undue hardship on the business operations of the Company or prevent the employee from completing the essential functions of his/her job.

Reasonable accommodations may include depending on the needs of the business operation:

1. bathroom breaks;
2. breaks for increased water intake; or
3. reasonable break time each day to express breast milk.

Any employee who needs to request an accommodation due to pregnancy, childbirth or a related medical condition or who has questions regarding the policy should contact Human Resources in writing.

**2-3. Non-Harassment**

It is CARING's policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, veteran status, civil union status, sexual orientation or age. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual on the basis of any protected classification.

If employees feel they have been subjected to conduct which violates this policy, they should immediately report the matter in writing to the Director of Human Resources and to the reporting email: staffreporting@caringinc.org. If the employee is unable for any reason to contact this person, or has not received a satisfactory response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should report the matter in writing to the Executive Director of Operations and to the reporting email: staffreporting@caringinc.org. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should report the matter in writing to any higher-level manager in the reporting hierarchy and to the reporting email: staffreporting@caringinc.org.

Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. CARING will be keep as much information confidential as it is reasonably able to, but confidentiality cannot be guaranteed as investigations generally involve communications with all parties involved. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If employees feel they have been subjected to any such retaliation, they should report it in the same manner in which they would report a claim of perceived harassment under this policy. All employees must cooperate with all investigations.

**2-4. Sexual Harassment**

It is CARING's policy to prohibit harassment of any employee by any supervisor, employee, or vendor on the basis of sex or gender. The purpose of this policy is to ensure that at the Company all employees are free from sexual harassment.

The Company is committed to ensuring that no employee's job status, continued employment, evaluation, promotion or other aspect of career development be dependent upon the employee tolerating sexual advances. The Company is also committed to providing a means of resolving what is considered by the employee to be sexual harassment and taking prompt and appropriate action to correct any such situations.

The Company recognizes that the development of good working relationships between employees is important to the overall effectiveness of the Company. Employees should be aware that fraternization among employees is not prohibited, but it may interfere with the objective determination of whether or not an employee is being sexually harassed or subjected to a hostile work environment. As a result, employees are expected to keep their business and personal lives separate.

EXAMPLES/TYPES OF SEXUAL HARASSMENT

While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments.

Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about the employee's physical appearance, conversation about one's own or someone else's sex life, or teasing or other conduct directed toward a person because of their gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

REPORTING A COMPLAINT

An employee who believes that she/he is, or has been, a victim of sexual harassment is asked to report the incident immediately in writing to the Director of Human Resources and/or to the reporting email at staffreporting@caringinc.org.

If unable for any reason to contact this person, or if the employee has not received a satisfactory response within five (5) business days after reporting any incident of perceived harassment, the employee should report the incident in writing to the Executive Director of Operations and to the reporting email: staffreporting@caringinc.org. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in writing in their reporting hierarchy.

Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. CARING will be keep as much information confidential as it is reasonably able to, but confidentiality cannot be guaranteed as investigations generally involve communications with all parties involved. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employees feel they have been subjected to any such retaliation, they should report it in the same manner in which a claim of perceived harassment would be reported under this policy. All employees must cooperate with all investigations.

Employees are assured that this procedure has been established for their benefit to allow them the freedom of expressing their feelings and/or complaints. No employee need fear that she/he will be penalized for making use of this procedure.

Management is dedicated to eliminating all forms of sexual harassment and is committed to a prompt and impartial investigation and resolution of any complaint. All complaints found by the Company to be valid will result in sanctions including, but not limited to, warnings, pay adjustments, time off without pay, diminished supervisory capacity, demotion, or termination.

I have read and I understand CARING's Non-Harassment Policy and Sexual Harassment Policy.

Employee's Printed Name:

Employee's Signature: Date: \_\_\_\_\_

**2-5. Drug-Free and Alcohol-Free Workplace**

To help ensure a safe, healthy and productive work environment for our employees and others, to protect Company property, and to ensure efficient operations, CARING has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for the Company.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances, drug paraphernalia or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises) or while representing the Company, is strictly prohibited. Employees and other individuals who work for the Company also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact the employee's ability to perform their job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work.

Violation of this policy will result in disciplinary action, up to and including discharge.

The Company maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any Company employee, including themselves.

**2-6. Workplace Violence**

CARING is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to Company and personal property.

CARING expects and encourages employees to exercise reasonable judgment in identifying potentially dangerous situations.

PROHIBITED CONDUCT

Threats, threatening language or any other acts of aggression or violence (collectively referred to as “aggressive conduct”) made by any Company employee to another in the workplace WILL NOT BE TOLERATED. For purposes of this policy, aggressive conduct includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation.

PROCEDURES FOR REPORTING aggressive conduct

All potentially dangerous situations, including aggressive conduct by co-workers, should be reported immediately in writing to the Human Resources Director and to the reporting email at staffreporting@caringinc.org. If unable for any reason to contact this person, or if the employee has not received a satisfactory response within five (5) business days after reporting, the employee should report the incident in writing to the Executive Director of Operations and to the reporting email at staffreporting@caringinc.org. CARING will be keep as much information confidential as it is reasonably able to, but confidentiality cannot be guaranteed as investigations generally involve communications with all parties involved. All reports will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting aggressive conduct in good faith under this policy.

If the Company determines, after an appropriate investigation, that someone has violated this policy, the Company will take swift and appropriate corrective action.

If the employee is the recipient of aggressive conduct that employee may also notify law authorities as such notification will typically not be done by CARING during the investigative process.

**2-7. Fraud, Waste and Abuse, including Medicaid Fraud and Whistleblower Protections for Reporting**

**Purpose:** It is the purpose of this Policy to explain and establish procedures for all employees and contractors or agents of the CARING entities to understand the importance of and the mechanism for reporting non-compliance with laws and regulations and/or any indication of false claims, fraud, waste and abuse by any CARING entity, employee or contractor. It is also provided to inform all employees and contractors of the whistleblower protections relating to the good faith reporting of those alleged facts and circumstances. The Policy is also provided to comply with the Deficit Reduction Act of 2005 and DDD Circular #54.

**Scope:** This policy applies to CARING, Inc., CARINGHouse Projects, Inc. and all affiliated and related entities, their respective employees including management, and contractors and agents.

**Policy:** It is the policy of the CARING entities to be in compliance with all federal and state laws and regulations including, but not limited to, those related to the Deficit Reduction Act, the federal False Claims Act (31 USC 3729-3733), the federal Program Fraud Civil Remedies Act (31 USC 3801-3812), New Jersey’s Medical Assistance and Health Services Act (Criminal Penalties- NJSA 30:4D-17(a)-(d)), New Jersey’s Medical Assistance and Health Services Act (Civil Penalties- NJSA 30:4D-7h, NJSA 30:4D-17(e)-(i), & NJSA 30:4D-17.1a), New Jersey’s Health Care Claims Fraud Act (NJSA 2C:21-4.2 & 4.3, NJSA 2C:51-5), the New Jersey Conscientious Employee Protection Act (NJSA 34:19-1 et seq), and the New Jersey False Claims Act (N.J.S.A. 2C:32-1 et seq.) and to encourage employees and contractors to assist in monitoring such compliance. (see further descriptions of each law attached)

**A. General Standards/Intent:**

1. It is the intent of CARING to adhere to all laws and regulations that apply to the organization and the underlying purpose of this policy is to support the organization’s goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations.
2. An employee is protected from retaliation if the employee brings an allegation of unlawful activity, policy, or practice to the attention of CARING in the manner described herein and provides the CARING with a reasonable opportunity to investigate and correct the alleged unlawful activity. The protection described below is available to all employees that comply with this requirement
3. Section 6032 of the Federal Deficit Reduction Act of 2005 (Public Law 109-171) requires certain governmental, for-profit and non-profit providers and other entities that receive Medicaid funding to take actions that will address fraud, waste and abuse in health care programs that receive federal funds.
4. The Deficit Reduction Act and other laws provide the following requirements to which CARING is complying through the development and distribution of this Policy to its employees and relevant contractors:
   1. Governmental, for-profit and non-profit providers and other entities that receive Medicaid funding are required to establish written policies for all employees and contractors or agents that provide detailed information about the federal and State laws on false claims; fraud, waste and abuse; and whistleblower protections, and separate administrative remedies for false claims or statements;
   2. CARING include as part of its written policies, detailed provisions regarding procedures for detecting and preventing fraud, waste, and abuse, and;
   3. CARING provide employees with a specific discussion of the rights of the employees to be protected as whistleblowers and the entity’s policies and procedures for preventing and detecting fraud, waste, and abuse.
   4. CARING establish and make available to their employees, and to their contractors and agents, policies that explain:
      1. the federal and New Jersey laws that deal with false claims in Medicaid, Medicare and other federally funded health care programs; and
      2. the policies and procedures providers have in place to detect and prevent fraud, waste and abuse in these programs.
   5. CARING require its relevant contractors to comply with these policies and request that those contractors disseminate this policy and make them readily available to their employees and managers.

**B. Procedure for Reporting Fraud, Waste or Abuse:**

1. If you are an employee at a CARING entity, a contractor of any CARING entity, an employee of a contractor or agent of a CARING entity and believe that there is fraud, waste or abuse in Medicaid, Medicare or other health care program receiving federal funds, or in any health care program involving state funds, or if any policy, practice, or activity of any CARING entity or employee is in violation of any law or regulation, you should report your concern immediately as follows:
   1. You may report directly to the Executive Director of Operations for the CARING entities. Your report should be in writing and sent to 407 W Delilah Road, Pleasantville, New Jersey 08232, attn: Executive Director of Operations. For a matter that you feel requires emergent attention, you may telephone the Executive Director of Operations at 609-484-7050 ext 206. Any telephone call must be followed by a written report; or
   2. You may report your concerns in writing to your supervisor. Your supervisor shall then report the matter and forward your report up the chain of command for review and appropriate action. To the extent he/she is able, your supervisor(s) and others who review the material you provide will keep your name confidential if you wish; or
   3. You may report directly to the DDD Compliance Officer, Division of Developmental Disabilities, P.O. Box 726, Trenton, NJ 08625, Phone: 800-626-6077; or
   4. Call the toll-free NJ Fraud and Abuse Hotline at 1-888-9FRAUD5 (1-888-937-2835) and report any information about fraud, waste or abuse in Medicaid, DDD Community Care Waiver, NJ FamilyCare, General Assistance or any other program for which the Division of Medical Assistance and Health Services (DMAHS) is responsible in whole or in part. You can either speak to the hotline operator, or leave a message if the operator does not answer. You do not have to give your name if you do not want to. You might also receive a reward if your call leads to a recovery; or
   5. Call the toll-free hotline established by the federal Office of Inspector General in the U.S. Department of Health and Human Services to report any fraud, waste or abuse involving Medicare or any other health care program involving only federal funds. That hotline number is 1-800-HHS-TIPS (1-800-447-8477). For more information about this hotline and about other ways to contact the Office of Inspector General, you can go to <http://oig.hhs.gov/hotline.html>; or
   6. Call the New Jersey Medicaid Fraud Division at 888-937-2835 or <https://www.nj.gov/comptroller/divisions/medicaid/complaint.html>, or
   7. You may call the NJ Insurance Fraud Prosecutor Hotline: 877-55- FRAUD or https://njinsurancefraud2.org/#report.
2. As explained in C, below, if you report fraud, waste or abuse, you are protected as a “whistleblower” under a state law from any punishment or other retaliation. This state law is known as the “Conscientious Employee Protection Act”, and is described in the notice issued by the New Jersey Department of Labor and Workforce Development that can be found at http://www.state.nj.us/labor/AD-270(11X17).pdf. (see attached)

C. **Whistleblower Protections**

1. If any employee reasonably believes that some policy, practice, or activity of any CARING entity is in violation of law, a written complaint must be filed by that employee with the Executive Director of Operations or the employee’s supervisor as explained above.
2. CARING will not retaliate against an employee who in good faith, has made a protest or raised a complaint against some practice of a CARING entity, or of another individual or entity with whom CARING has a business relationship, on the basis of a reasonable belief that the practice is in violation of law, regulation or a clear mandate of public policy.
3. CARING will not retaliate against employees who disclose or threaten to disclose to a supervisor or a public body, any activity, policy, or practice of CARING that the employee reasonably believes is in violation of a law, or a rule, or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment. CARING reserves the right, however, to discipline persons who make bad faith, knowingly false, or vexatious complaints, reports or inquiries or who otherwise abuse this policy.

D. **Determination and Review for disqualified Employees and Contractors**

Background: Providers and MCOs are responsible for ensuring that any payments received from the State of New Jersey are not for items or services that are directly or indirectly furnished, ordered, directed, managed or prescribed in whole or in part by an excluded, unlicensed or uncertified individual or entity. Excluded individuals or entities are those identified by the State or federal government as not being allowed to participate in State or federally-funded health benefit programs, such as Medicaid, NJ FamilyCare, or Pharmaceutical Assistance to the Aged and Disabled (PAAD).

Procedure: (1) Prior to issuing any payment to a contractor or subcontractor who directly or indirectly will be furnishing, ordering, directing, managing or prescribing Medicaid health care items or services, performing billing or coding functions, or is involved in monitoring of health care provided by the CARING organization, and (2) prior to hiring any employee, the following databases shall be checked to confirm that no such contractor or prospective employee is excluded, unlicensed or uncertified. The databases shall be checked on a monthly basis thereafter as well:

1. State of New Jersey debarment list (mandatory): <http://www.nj.gov/comptroller/divisions/medicaid/disqualified/>
2. Federal exclusions database (mandatory): <https://exclusions.oig.hhs.gov/>
3. N.J. Treasurer’s exclusions database (mandatory): <http://www.state.nj.us/treasury/revenue/debarment/debarsearch.shtml>
4. N.J. Division of Consumer Affairs licensure databases (mandatory): <http://www.njconsumeraffairs.gov/Pages/verification.aspx>
5. N.J. Department of Health licensure database (mandatory): <http://www.state.nj.us/health/guide/find-select-provider/>
6. Certified nurse aide and personal care assistant registry (mandatory, if applicable): <http://njna.psiexams.com/search.jsp>

**Confirmation by Employee of Policy Review:**

My signature below indicates my receipt and understanding of this policy. I also verify that I have reviewed the further information on relevant federal and state laws below and have been provided with an opportunity to ask questions about the policy and material.

Employee Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

Employee Signature Date

**Further Information on Relevant Federal and State Statutes**

Distributed in compliance with the provisions of the Federal Deficit Reduction Act

The following information is provided for reference purposes only. Refer to the actual statute for the complete requirements.

**1. Federal False Claims Act, 31 U.S.C. 3729-3733**

The Act establishes liability when any person or entity improperly receives from or avoids payment to the Federal government--tax fraud excepted. In summary, the Act prohibits:

a. Knowingly presenting, or causing to be presented to the Government a false claim for payment;

b. Knowingly making, using, or causing to be made or used, a false record or statement to get a false claim paid or approved by the government;

c. Conspiring to defraud the Government by getting a false claim allowed or paid;

d. Falsely certifying the type or amount of property to be used by the Government;

e. Certifying receipt of property on a document without completely knowing that the information is true;

f. Knowingly buying Government property from an unauthorized officer of the Government, and;

g. Knowingly making, using, or causing to be made or used a false record to avoid, or decrease an obligation to pay or transmit property to the Government.

Any individual or entity engaging in any of the seven categories of prohibited actions listed in 31 U.S.C. 3729(a), including the submission of false claims to federally-funded health care programs, shall be liable for a civil penalty which, as of 2020, was not less than $11,665 and not more than $23,331 per false claim, plus three times the amount of damages sustained by the federal government. The amount of the false claims penalty is to be adjusted periodically for inflation in accordance with a federal formula.

The U.S. Attorney General may bring an action under this law. In addition, the law provides that any “whistleblower” may bring an action under this act on his own behalf and for the United States Government. These actions, which must be filed in U.S. District Court, are known as “qui tam” actions. The Government, after reviewing the complaint and supporting evidence, may decide either to take over the action, or decline to do so, in which case the whistleblower may conduct the action. If either the Government or the whistleblower is successful, the whistleblower is entitled to receive a percentage of the recovery. If prosecuted by the federal government, these qui tam actions are generally handled by the various U.S. Attorney’s Offices, or by the U.S. Justice Department.

**Federal Whistleblower Protections:**

31 U.S.C. 3730(h) provides that any employee who is subject to retaliation or discrimination by an employer in the terms and conditions of employment because the employee lawfully sought to take action or assist in taking action under this act “shall be entitled to all relief necessary to make the employee whole.” This includes reinstatement with seniority restored to what it would have been without the retaliation or discrimination, double the amount of back pay, interest on back pay, and compensation for any special damages sustained as a result of the employer’s actions, including litigation costs and reasonable attorney’s fees.

**2. Federal Program Fraud Civil Remedies Act, 31 U.S.C. 3801-3812**

Provides federal administrative remedies for false claims and statements, including those made to federally funded health care programs. As of 2020, the civil penalties are $11,665 for each false claim or statement, and an assessment in lieu of damages sustained by the federal government of up to double damages for each false claim for which the Government makes a payment. The amount of the false claims penalty is to be adjusted periodically for inflation in accordance with a federal formula.

**3. New Jersey Medical Assistance and Health Services Act – Criminal Penalties,**

**N.J.S.A. 30:4D-17(a)-(d)**

Provides criminal penalties for individuals and entities engaging in fraud or other criminal violations relating to Title XIX-funded programs. They include: (a) fraudulent receipt of payments or benefits: fine of up to $10,000, imprisonment for up to 3 years, or both; (b) false claims, statements or omissions, or conversion of benefits or payments: fine of up to $10,000, imprisonment for up to 3 years, or both; (c) kickbacks, rebates and bribes: fine of up to $10,000, imprisonment for up to 3 years, or both; and (d) false statements or representations about conditions or operations of an institution or facility to qualify for payments: fine of up to $3,000, or imprisonment for up to 1 year, or both. Criminal prosecutions are generally handled by the Medicaid Fraud Section within the Office of Insurance Fraud Prosecutor, in the N.J. Division of Criminal Justice.

**Civil Remedies, N.J.S.A. 30:4D-7.h., N.J.S.A. 30:4D-17(e)-(i); N.J.S.A. 30:4D-17.1.a.**

In addition to the criminal sanctions discussed in section 3 above, violations of N.J.S. 30:4D-17(a)-(d) can also result in the following civil sanctions: (a) unintentional violations: recovery of overpayments and interest; (b) intentional violation: recovery of overpayments, interest, up to triple damages, and, as indicated in section D.8, below, a penalty not less than and not more than the civil penalty allowed under the federal False Claims Act (31 U.S.C. s.3729 et seq.), as it may be adjusted for inflation pursuant to the federal Civil Penalties Inflation Adjustment Act of 1990, Pub.L.101-410 for each excessive claim for assistance, benefits or payments. for each false claim as a result of the NJ False Claims Act. Recovery actions are generally pursued administratively by the Division of Medical Assistance and Health Services, with the assistance of the Division of Law in the N.J. Attorney General’s Office, and can be obtained against any individual or entity responsible for or receiving the benefit or possession of the incorrect payments.

In addition to recovery actions, violations can result in the exclusion of an individual or entity from participation in all health care programs funded in whole or in part by the N.J. Division of Medical Assistance and Health Services. Recovery and exclusion can also be obtained as part of a criminal prosecution by the Medicaid Fraud Section of the N.J. Division of Criminal Justice.

**4. N.J. Health Care Claims Fraud Act -N.J.S.A. 2C:21-4.2 & 4.3; N.J.S.A. 2C:51-5**

Provides the following criminal penalties for health care claims fraud, including the submission of false claims to programs funded in whole or in part with state funds:

a. A practitioner who knowingly commits health care claims fraud in the course of providing professional services is guilty of a crime of the second degree, and is subject to a fine of up to 5 times the monetary benefits obtained or sought to be obtained and to permanent forfeiture of his license;

b. A practitioner who recklessly commits health care claims fraud in the course of providing professional services is guilty of a crime of the third degree, and is subject to a fine of up to 5 times the pecuniary benefit obtained or sought to be obtained and the suspension of his license for up to 1 year;

c. A person who is not a practitioner subject to paragraph a. or b. above (for example, someone who is not licensed, registered or certified by an appropriate State agency as a health care professional) is guilty of a crime of the third degree if that person knowingly commits health care claims fraud. Such a person is guilty of a crime of the second degree of that person knowingly commits 5 or more acts of health care claims fraud, and the aggregate monetary benefit obtained or sought to be obtained is at least $1,000. In addition to all other criminal penalties allowed by law, such a person may be subject to a fine of up to 5 times the monetary benefit obtained or sought to be obtained;

d. A person who is not a practitioner subject to paragraph a. or b. above is guilty of a crime of the fourth degree if that person recklessly commits health care claims fraud. In addition to all other criminal penalties allowed by law, such a person may be subject to a fine of up to 5 times the monetary benefit obtained or sought to be obtained.

**5. The Uniform Enforcement Act -N.J.S. 45:1-21. b. and o.**

Provides that a licensure board within the N.J. Division of Consumer Affairs “may refuse to admit a person to an examination or may refuse to issue or may suspend or revoke any certificate, registration or license issued by the board” who as engaged in “dishonesty, fraud, deception, misrepresentation, false promise or false pretense:, or has “[a]dvertised fraudulently in any manner.”

**6. N.J. Consumer Fraud Act -N.J.S. 56:8-2, 56:8-3.1, 56:8-13, 56:8-14 and 56:8-15.**

Makes unlawful the use of “any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing concealment, suppression, or omission of any material fact”, with the intent that others rely upon it, in connection with the sale, rental or distribution of any items or services by a person, or with the subsequent performance of that person. This law permits the N.J. Attorney General, in addition to any other penalty provided by law, to assess a penalty of not more than $10,000 for the first offense and not more than $20,000 for the second and each subsequent offense. Restitution to the victim also can be ordered.

**7. N.J. Conscientious Employee Protection Act, -“Whistleblower Act”, N.J.S.A. 34:19-1 et. seq.**

New Jersey law prohibits an employer from taking any retaliatory action against an employee because the employee does any of the following:

a. Discloses, or threatens to disclose, to a supervisor or to a public body an activity, policy or practice of the employer or another employer, with whom there is a business relationship, that the employee reasonably believes is in violation of a law, or a rule or regulation issued under the law, or, in the case of an employee who is a licensed or certified health care professional, reasonably believes constitutes improper quality of patient care;

b. Provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into any violation of law, or a rule or regulation issued under the law by the employer or another employer, with whom there is a business relationship, or, in the case of an employee who is a licensed or certified health care professional, provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into quality of patient care; or

c. Provides information involving deception of, or misrepresentation to, any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity.

d. Provides information regarding any perceived criminal or fraudulent activity, policy or practice of deception or misrepresentation which the employee reasonably believes may defraud any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity.

e. Objects to, or refuses to participate in, any activity, policy or practice which the employee reasonably believes:

i. is in violation of a law, or a rule or regulation issued under the law or, if the employee is a licensed or certified health care professional, constitutes improper quality of patient care;

ii. is fraudulent or criminal; or

iii. is incompatible with a clear mandate of public policy concerning the public health, safety or welfare or protection of the environment. N.J.S.A. 34:19-3.

The protection against retaliation, when a disclosure is made to a public body, does not apply unless the employee has brought the activity, policy or practice to the attention of a supervisor of the employee by written notice and given the employer a reasonable opportunity to correct the activity, policy or practice. However, disclosure is not required where the employee reasonably believes that the activity, policy or practice is known to one or more supervisors of the employer or where the employee fears physical harm as a result of the disclosure, provided that the situation is emergent in nature.

**8. New Jersey False Claims Act, N.J.S.A. 2A:32C-1 et. seq.**

The New Jersey False Claims Act (NJFCA) was enacted in January, 2008 and became effective in March 2008. It has similar provisions to the federal False Claims Act. For example, The Attorney General may bring an action against an individual or entity that makes a false claim. In addition, the NJFCA also allows for individuals to bring a private right of action in the name of the State against wrongdoers and be able to collect a penalty from those wrongdoers. Under the NJFCA, the civil penalties are not less than and not more than the civil penalty allowed under the federal False Claims Act (31 U.S.C. s.3729 et seq.), as it may be adjusted for inflation pursuant to the federal Civil Penalties Inflation Adjustment Act of 1990, Pub.L.101-410 per false or fraudulent claim under the NJ Medical Assistance and Health Services Act.

The NJFCA provides that a person will be liable for the same penalties as under the federal False Claims Act but to the State of NJ if that person:

a. Knowingly presents or causes to be presented to an employee, officer or agent of the State, or to any contractor, grantee, or other recipient of State funds, a false or fraudulent claim for payment or approval;

b. Knowingly makes, uses, or causes to be made or used a false record or statement to get a false or fraudulent claim paid or approved by the State;

c. Conspires to defraud the State by getting a false or fraudulent claim allowed or paid by the State;

d. Has possession, custody, or control of public property or money used or to be used by the State and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt;

e. Is authorized to make or deliver a document certifying receipt of property used or to be used by the State and, intending to defraud the entity, makes or delivers a receipt without completely knowing that the information on the receipt is true;

f. Knowingly buys, or receives as a pledge of an obligation or debt, public property from any person who lawfully may not sell or pledge the property; or

g. Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the State.

In addition to the above, the NJ False Claims Act has whistleblower protections within it similar to the ones under the federal False Claims Act.

1. **New Jersey Insurance Fraud Prevention Act, N.J.S.A 17:33A-1**

The purpose of this act is to aggressively confront the problem of insurance fraud in New

Jersey by facilitating the detection of insurance fraud, eliminating the occurrence of such fraud through the development of fraud prevention programs, requiring the restitution of fraudulently obtained insurance benefits, and reducing the amount of premium dollars used to pay fraudulent claims. A person violates this Act, as an example, by knowingly making any written or oral statement as part of, or in support of or opposition to, a claim for payment or other benefit pursuant to an insurance policy; preparing such a statement; concealing or knowingly failing to disclose the occurrence of an event which affects any person's initial or continued right or entitlement to an insurance; or knowingly provides false information on an insurance policy application or to assist someone in falsely acquiring insurance proceeds. Any person who violates this Act shall be liable, in a civil action brought by the commissioner in a court of competent jurisdiction, for a penalty of not more than $ 5,000 for the first violation, $ 10,000 for the second violation and $ 15,000 for each subsequent violation, which amounts may be adjusted by the state.

**E. Websites for Obtaining Additional Information:**

􀂃Deficit Reduction Act – Public Law 109-171 -[www.gpoaccess.gov/plaws/index.html](http://www.gpoaccess.gov/plaws/index.html) (insert public law 109-171 in the quick search box)

􀂃New Jersey Statutes - [www.njleg.state.nj.us](http://www.njleg.state.nj.us)

􀂃U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services, Deficit Reduction Act -http://www.cms.hhs.gov/DeficitReductionAct/

**Section 3 - Operational Policies**

**3-1. Employee Classifications**

For purposes of this handbook, all non-exempt Company employees fall within one of the classifications below.

FULL-TIME Classification

Employees regularly scheduled to work at least thirty (30) hours per week shall be considered full time employees and shall be entitled to regular benefits including life insurance and medical coverage beginning on the 1st day of the month following the date that is 60 days after that employee's date of hire. Full-time employees are also eligible for all holidays beginning on that same date.

PART-TIME Classification

Employees regularly scheduled to work a fixed schedule with less than thirty (30) hours per week shall be considered part-time employees. There are two classes of Part-Time employees:

1. Part Time "WB" (with benefits). Part-time employees who have a fixed work schedule of twenty four (24) hours or greater shall be classified as "Part-Time WB" and shall be entitled to regular benefits on a pro rata basis except for life and health insurance coverage beginning on the 1st day of the month following the date that is 90 days after that employee's date of hire. Part time employees are eligible for all holidays/holiday pay for days that they are scheduled to work or that they actually work.
2. Part-Time "NB" (No Benefits). Employees regularly scheduled to work a fixed schedule with less than twenty four (24) hours per week shall be considered "Part-Time NB". Part-Time NB employees shall not be entitled to accrue benefits but are eligible for all holidays/holiday pay for days that they are scheduled to work or that they actually work.

SUBSTITUTE Classification

Substitute employees are those employees who do not have a fixed schedule and are hired primarily to fill in open shifts in CARING locations/programs for which they are eligible to work. Substitute employees are not eligible for benefits but do receive holiday pay for holidays that those employees actually work.

Notwithstanding the above, all non-union employees accrue Paid Time Off based on hours worked in whichever designation they fit and all union employees accrue sick time in accordance with the bargaining agreement.

In addition to the above classifications, employees are categorized as either "**exempt**" (salaried) or "**non-exempt**" (hourly) for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. The employee will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

**3-2. Your Employment Records**

It is important that we maintain certain information in a permanent file for the duration of your employment.

You are required to notify your supervisor and Human Resources office within three (3) days of any change in name, email address, address, telephone number, marital status and/or number of dependents. Failure to do so may result in the Company not being able to send correspondence or communicate with the employee and also the loss of Company benefits coverage for you or your dependents. The Company will not be responsible for communications that do not reach the employee because of the employee’s failure to provide current contact information.

Within five (5) business days of an employee's written request to Human Resources, an employee shall have the opportunity to review and examine his or her personnel file. The Employer shall have the right to have such review and examination take place in the presence of that Company representative. After an employee has reviewed and examined his or her personnel file, that employee may, within five (5) business days of the review and examination request a copy of documents contained in the employee's personnel file at no charge to the employee or the Union; provided, however, that the written request for copies identifies the specific documents requested and that copies of the same document are not requested more than once in a calendar year.

**3-3. Working Hours and Schedule**

Employees will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of the business, at some point CARING, Inc. may need to change individual work schedules on either a short-term or long-term basis.

Schedules

The normal workweek depends upon staffing needs and office hours and schedules are established by the employee's supervisor and/or management.

Hours/Shift Days Off

Due to the nature of our business, there may be occasions when your hours, shifts or days off must change. In the event of weather, staffing issues or other emergency, you may be required to work time outside of your regularly scheduled shift or overtime. In such cases, as much advance notice as possible will be given to you by your supervisor. A reasonable effort will be made to assign you to the shift of your preference but that may not be possible. You may not trade shifts or days off with a fellow employee without prior written authorization from your supervisor.

Lunch and Break Periods

All full time employees or those working a shift greater than six (6) hours, are eligible for two paid fifteen (15) minute rest breaks per shift, at times determined by the supervisor. Except for staff in group homes, employees may also take an unpaid 30 minute meal break if working circumstances permit and such break is approved by the supervisor. If an unpaid break is taken, the employee must clock out during the break and then back in upon his or her return to work. Drivers working at the Adult Day Health program in Pleasantville in a shift greater than six (6) hours, are eligible for two paid ten (10) minute breaks plus one paid thirty (30) minute lunch break per shift, at times determined by the supervisor. Breaks are not permitted at the beginning or end of the workday to offset arrival and departure times, breaks cannot be combined, and no rest or meal break will be permitted at a time that disrupts Company operations. Under no circumstances shall employees be paid for unused break time. If an employee must forego any break, he or she should advise his/her supervisor immediately in writing. Additionally, if an employee must forego any break, he or she will not be entitled to any additional compensation.

Employee Initiated Transfers

Bargaining Unit employees who respond to a job posting for a transfer to another union position within the CARING organization cannot decline the transfer once they have initially accepted the new position. Once the transfer is complete and the employee is in the new position, that employee shall not be eligible for another transfer until he/she has been in the new position for at least 120 days unless specifically approved by the Executive Director.

**3-4. Payroll and Payroll Deductions**

Employees are normally paid biweekly (every two weeks) on Fridays. Whenever payday falls on a day that is not a regular Company workday, employees will be paid on the next regular workday (or earlier if possible). Payroll deductions are made for federal, state, and municipal taxes, and other deductions authorized by the employee. The Company does not make advances to employees against their pay.

Employees are strongly encouraged to use direct deposit for their pay. For those not wishing to utilize direct deposit, a debit card will be issued and the employee’s pay will be credited to the debit card. Pay stubs and payroll information is available online at https://workforcenow.adp.com/workforcenow/login.html

If an error should occur on an employee's paycheck (whether an overpayment or an underpayment), it is the employee’s responsibility to notify the Payroll Department and in most cases the adjustment will be made in the following paycheck.

All employees are required to notify Human Resources, in writing, within 3 business days of any changes in their name, email address, address, telephone number, emergency contacts, and other personnel data as some of this information may affect an employee's payroll deductions.

Garnishments

Court orders for the attachment or garnishment of employee's wages will be honored by the Company. Employees are urged to maintain their financial status in good order.

**3-5. Overtime**

Like most successful companies, CARING may experience periods of extremely high activity. During these busy periods, additional work may be required from some employees. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Efforts will be made to provide employees with adequate advance notice in such situations.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) their normal hourly wage for all time worked in excess of 40 hours each week, unless otherwise required by law.

Employees may work overtime only with prior management authorization.

For purposes of calculating overtime for non-exempt employees, the workweek begins at 12 am on Saturday and ends at 11:59 pm on the following Friday.

**3-6. Coverage for Direct Care Staff- Requirement to Remain on Site & on Shift**

**Direct Care Group Home staff**

We understand that all employees have obligations outside of work and things to do when a shift ends. However, we are in the business of caring for disabled individuals, who are, in most instances, unable to be left alone or care for themselves. These individuals usually cannot evacuate in the event of an emergency without our assistance. When working with disabled individuals, we have a responsibility to ensure the safety and well-being of all residents assigned to our care, which includes not leaving the work site without proper coverage in place. Accordingly, employees are NOT to leave assigned work areas or be in an unauthorized area of the Company without the prior permission of their supervisor. Going to the store for personal items or for other staff during work time is not permitted. A supervisor's permission is also needed when an employee wants to come in late or leave work early. The group home must be properly staffed at all times. When an employee takes their break, they must not leave the group home to do so.

Every direct care employee’s job description includes the following wording:

*Remains on duty until proper coverage for oncoming shift has arrived and is on duty. Failure to remain on shift until proper coverage arrives causes reportable staffing shortages and neglect of resident care*.

Meals During Scheduled Shifts

Group Home employees have three options concerning their meal breaks:

1. Employees may choose to eat what residents are having for meals during their shift. Snacks and soda are reserved for the residents only, as employees may bring in their own.
2. Employees may choose to bring their own meals from home.
3. Employees may choose to order take-out at their own expense, which is delivered by the restaurant to the group home.

It is prohibited for employees to leave the group home for non-emergency reasons. What constitutes an emergency will be left up to the sole discretion of the Company and employees may be asked to provide proof of the emergency. In any case the supervisor would still need to be notified immediately of the need for an employee to leave their shift for any reason. Those employees that do NOT comply with the company policy will receive disciplinary action. In addition, it is the responsibility of all staff to report prohibited activity by other staff as it may compromise the safety of the residents.

Remaining on Duty until Coverage Arrives:

All group home staff on duty are responsible to remain on duty until proper coverage arrives. Any staff already on duty for two shifts should be the first staff permitted to leave. If staff on duty cannot agree on who will stay on duty and who will leave, both will stay until a member of the administrative staff determines what staff will stay and what staff will be permitted to leave. In some cases, both staff may be required to stay on shift.

In addition, at times, due to coverage or other unforeseen emergencies with our residents, it is necessary to reassign staff on duty to other duties or work sites. Any on duty employee who is asked to assist a resident or another group home in the event of an unforeseen circumstance or emergency, must do so immediately. The priority is to protect and secure the resident in need or resolve an emergent situation.

Any employee who leaves shift without proper coverage in place; or who fails to respond immediately to an assignment when asked will be subject to disciplinary action, up to and including termination. We understand that these are difficult decisions and hardships on the employee, but when working in healthcare, every staff member is responsible to ensure the safety and well-being of the people for whom we care.

**3-7. Employee/Applicant Drug Screening Program**

In order to help eliminate controlled dangerous substances and/or alcohol use in the workplace, an Employee/Applicant Drug Screening Program has been established to test, at a minimum, for those agents that are most frequently abused. Employees may be tested under the following circumstances:

1. Pre-employment
2. Random
3. Reasonable Cause - upon reasonable cause which may include employees who are, in the course of their employment, driving company owned motor vehicles that sustain damage or are involved in accidents with or without injury in which damage or accident resulted from the action or inaction of the employee;
4. Post-Accident/Injury - upon a "qualifying workplace accident". Examples of this may include and accident/injury that is significant enough to require treatment occurring in the workplace or while performing work, but not one where the injury results from an incident in which the employee's impairment could not have been a contributing cause such as a bee sting or machine/equipment malfunction.

In addition, if an employee is suspected of violating this policy, the supervisor may immediately search the employee's work area, including but not limited to lockers, desks, company vehicles, or any other receptacle or area the employee uses or has access to.

TYPES OF TESTING

*Pre-employment screening*. An individual will not be hired if:

1. He/she refuses to submit to the required drug or alcohol screen (submitting to a drug or alcohol screen is a condition of employment).
2. He/she submits to the screen but is found to be under the influence of alcohol or if the test for controlled dangerous substances is positive.

*Random Screening.* For direct care staff working in programs or group homes licensed or funded by the Department of Human Services, the employer must require a percentage of the direct care staff members employed thereby to undergo random drug testing for controlled dangerous substances on a regular basis. The Department of Human Services determines the total number of direct care staff members and identifies which staff members shall be required to undergo such random testing, pursuant to this subsection.

*Screening for Reasonable Cause.* The employer may additionally require any staff member to undergo drug/alcohol testing, at any time, if the employer or staff member's immediate supervisor has reasonable suspicion to believe that the staff member is illegally using a controlled dangerous substance, based on the staff member's visible impairment or professional misconduct. The supervisor shall report this information to her/his immediate supervisor by email or other communication, and, if the latter concurs that there is reasonable suspicion to believe that a staff member is illegally using a controlled dangerous substance, that supervisor shall notify the Executive Director, and request written approval therefrom to order the staff member to undergo drug/alcohol testing pursuant to this subsection. Drug testing under this subsection shall not be ordered without the approval of the Executive Director.

*Post-Accident:* With the consent of the Executive Director or his/her designee, any employee who, in the course of his or her employment, is operating a motor vehicles that is involved in an accident may be required to submit to a drug/alcohol screening within 6 hours of the accident or as soon thereafter as possible.

*Post Workplace Injury*. Any employee that has been involved in a qualifying workplace accident in which they sustained an injury which requires treatment must, at the direction of management, submit to a drug/alcohol screening within 6 hours of the injury or as soon thereafter as possible.

CONSEQUENCES OF TEST RESULTS

For CARING, Inc staff and CARINGHouse Projects Non-Direct Care Employees. An employee refusing testing or testing positive for a controlled dangerous substance or alcohol will be discharged from employment unless he or she submits to further testing under the conditions below.

1. In lieu of termination of employment, the employee may elect to have his/her employment suspended rather than immediately terminated. If that election is made, the employee will be given an opportunity to test a second time during the suspension period, at the employee's expense. The second testing shall also be performed by the Organization's approved laboratory;
2. The second test must be taken within thirty (30) days of the initial test. In the event the results of the second test are also positive, the employee's employment shall be terminated. If the second test is negative, the employee's suspension shall end and he/she may resume employment. However, as a condition of the employee's continued employment, the employee must consent to one additional screening, at a time to be chosen by the Human Resources Department, over the course of the next six months. If he or she tests positive during that subsequent testing, his/her employment shall be then terminated.

CARING, Inc. employees and CARINGHouse Projects non-direct care employees may also choose to seek treatment to maintain their employment under the conditions stated below.

For CARINGHouse Projects Direct-Care Employees. An employee refusing testing or testing positive for a controlled dangerous substance or alcohol will be discharged from employment unless he or she submits to further testing under the conditions below.

1. In lieu of termination of employment, the employee may elect to seek and commit to treatment services relating to substance abuse or dependency. The treatment service program must be acceptable to the employer.
2. The employee may remain employed while receiving treatment services but must submit to at least two additional drug tests over the six month period following the initial positive result.

REHIRE ELIGIBILITY

An employee terminated or not hired because of a violation of this policy may reapply for employment:

1. After a minimum of thirty days, and
2. With approval of the Executive Director.

PRESCRIPTIVE USE OF A CONTROLLED DANGEROUS SUBSTANCE

Notwithstanding the provisions above, the employer, through direction from its testing facility or otherwise, shall consider an employee or applicant's physician's orders or prescriptions for the use of any drugs or substances that may cause a positive result on a drug screening. If a positive result is found, then the employee or applicant should discuss any substances being taken in accordance with a medical prescription that may have accounted for a positive result with the testing facility and the Human Resources Department;

TESTING POSITIVE FOR CANNABIS SUBSTANCE NOT A DISQUALIFICATION FROM EMPLOYMENT.

**An employee testing positive for a Cannabis product, including but not limited to marijuana, shall not be subject to the consequences for a positive test result as noted above unless the employee was working under the influence of alcohol, the cannabis product, or any other controlled dangerous substance**.

Notwithstanding the above, the unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances, drug paraphernalia or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises) or while representing the Company, is strictly prohibited. Employees and other individuals who work for the Company also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact the employee's ability to perform their job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work

**3-8. Electronic Timeclock/Employee ID/Time Sheets**

CARING uses an electronic time clock to process payroll. Before employment is initiated you must contact the payroll department to be processed and activated in this system. The payroll department will assign you an employee identification number during processing. This number is unique to you and must be used on all correspondence with the payroll department on any request that would affect your payroll earnings. If you report to work before you have been processed there is a strong possibility your payroll check will not be processed accurately and your check could be delayed for as long as two weeks.

In addition to the daily use of the electronic time clock, you may also be required log your time on a time sheet. It is your responsibility to fill in all the required information on this sheet including your employee number. Any request for benefit time should also be entered on your time sheet and in any other manner as determined by your position. Your time sheet must be signed and dated by yourself and your supervisor. Failure to do so may also cause delay in your earnings. Governmental regulations require that the Company keep accurate records of time worked by most classes of its employees. Therefore, employees must maintain accurate records of the time they arrive and leave work, including meal breaks, where required.

Failure to maintain time records, falsification of time records or knowingly permitting another to falsify time records are serious offenses, subject to disciplinary action up to and including termination.

Additionally, employees are prohibited from "clocking in" prior to ten (10) minutes before their scheduled starting time without the written authorization of their supervisor.

**3-9. Moonlighting**

Employees may hold other jobs where there is no conflict of interest and no detrimental effect upon job performance at CARING. However, if the outside position interferes with the employee's present job duties, the employee will be subject to disciplinary action, up to and including separation of employment

**3-10. Adverse Weather Conditions**

Except as otherwise provided by a collective bargaining agreement for employees in the union, the company is aware that due to adverse weather conditions employees may be late or absent from work. Employees who fail to report to work and the workplace remains open will not be paid. If the workplace does close due to weather, employees may be paid depending on the circumstances and duration of the closure. Employees should check with their supervisor in each case. Employees who report to work and who are subsequently sent home will be paid for the time worked.

**3-11. Travel and Business Expenses**

Employees will be reimbursed for out-of-pocket expenses incurred in the performance of travel and business affairs of the Company only if previously approved by management. Under the Portal to Portal Act, travel from home to work and from work to home is generally non-compensable.

**3-12. Employees have no Authority to Sign Documents for the Company**

No employee is authorized to sign an agreement or contract with a consultant, independent contractor or any person or entity on behalf of the Company without first obtaining the written approval of the Executive Director. Violation of this rule may subject an employee to disciplinary action up to and including termination.

**3-13. Video Surveillance in the Workplace**

CARING seeks to provide its residents, staff and visitors with a safe and secure environment while providing the best care possible to our residents/clients. Surveillance cameras have been installed inside and outside of most workplaces to enhance overall safety and security, deter abuse and crime, protect staff and others against allegations that may not be accurate, and otherwise support the protection of people and property. The conduct of surveillance monitoring or recording and the use of surveillance cameras at CARING are limited to uses that do not violate federal or state laws and/or constitutional protections.

**Section 4 - Benefits**

**4-1. Benefits Overview/Disclaimer**

In addition to good working conditions and competitive pay, it is CARING's policy to provide a combination of supplemental benefits to all eligible employees (note that union and non-union employee benefits may differ). In keeping with this goal, each benefit program has been carefully selected. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are continually studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs CARING provides employees and their families. Of course, the information presented here is intended to serve only as guidelines. Further, employees represented by CWA 1040 should refer to their collective bargaining agreement regarding applicable terms and benefit programs.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from Human Resources. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, the Company (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While the Company intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason. Every effort will be made to immediately notify all employees and Local CWA1040 of any changes which would apply, alter, amend, modify or discontinue any or all of the benefits provided its members. Employees are encouraged to check with Human Resources and the company policy section of the ADP website at https://workforcenow.adp.com/workforcenow/login.html regarding plan updates.

If employees have any questions regarding benefits, they should contact Human Resources.

**4-2. Paid Time Off (PTO) – non union employees**

The purpose of Paid Time Off (PTO) is to provide non-union employees with flexible paid time off from work that can be used for such needs as vacation, medical/sick leave as defined below, school, volunteerism, and other activities of the employee's choice. Union employees should refer to the respective terms and conditions of their collective bargaining agreement for information regarding vacation and sick time off.

PTO ACCRUAL AND USE

Each non-union employee will accrue PTO bi-weekly in hourly increments based on their length of service as defined below. PTO is added to the employee's PTO bank when the bi-weekly paycheck is issued. PTO is accrued on the following schedule:

|  |  |  |
| --- | --- | --- |
| Years of Service | Number of Hours Worked Required to Earn Each PTO Hour | Maximum PTO Hours |
| 0 - 2 Years | 20 Hours | 104 Hours (13, 8-hour days) |
| 2 - 4 Years | 11 Hours | 189 Hours (23.5, 8-hour days) |
| 4 - 8 Years | 8 hours | 260 Hours (32.5, 8-hour days) |
| 8 + Years | 7 hours | 297 Hours (37, 8-hour days) |

All paid non-union employees are eligible to accrue PTO based on all hours paid through the employer's payroll system. PTO is not earned during unpaid leaves, FMLA or other medical or disability leaves, workers' compensation leaves or through severance or other separation payments. PTO is accrued for PTO, holiday, overtime, jury duty and bereavement time off. Time off for jury duty, holidays, military leave or bereavement time does not count against an employee's PTO time.

Employees may use time from their PTO bank in no less than four (4) hourly increments or that employee's scheduled shift duration, whichever is less, so PTO taken will be subtracted from the employee's accrued time bank in no less than such increments.

Time off using PTO shall be scheduled in accordance with the Policy on Absences from Work and Lateness (see Section 6-2 herein). Except in situations involving legitimate, unexpected illness or emergencies, the use of PTO time requires prior notice to, and approval from, an employee's supervisor. In all instances except for legitimate, unexpected illness or emergencies, PTO must be approved by the employee's supervisor in advance.

# PTO LIMITATIONS AND CASHING OUT

Employees may cash out up to 75% of the PTO time they are scheduled to accrue during the calendar year (but not more than they have actually accrued) at any time except for the final month of December by written request to the Payroll Department. During December of each year, an employee shall not be permitted to elect to cash out any PTO. Instead, the maximum carry-over amount shall roll-over at that point as described below.

Carry-over of PTO and maximum PTO accruals are based on a calendar year. Each employee may carry up to 112 hours (14 eight hour days) of accrued PTO over from one calendar year to the next. Employees with PTO in excess of 112 hours at the end of any calendar year shall, in the last pay period of the year, have any PTO hours in excess of 112 hours paid to them. For instance, if an employee has 220 hours of PTO at year end, then the employee would automatically be paid for 108 hours and 112 hours would automatically be carried over.

Employees who separate from CARING employment (termination, resignation, etc) shall receive payment for any PTO accrued based on the following schedule (PTO may not be used during the last 2 weeks of employment for resigning employees except for qualifying medical/sick leave (as defined herein):

Employees hired before January 1, 2019 shall receive payment for 75% of the PTO time they have available and the balance of PTO at the time of separation shall be extinguished;

Employees hired on or after January 1, 2019 shall receive payment for 50% of the PTO time they have available and the balance of PTO at the time of separation shall be extinguished.

# PTO RESTRICTIONS

Employees who miss more than three consecutive unscheduled days of work shall be required to present a doctor's release to his or her supervisor that permits them to return to work unless CARING administration has permitted return, in writing, without the doctor's note.

Unless an unpaid leave of absence has been approved in advance, time off taken in excess of the amount of PTO that an employee has accrued can result in disciplinary action up to and including employment termination. Time off in excess of accrued PTO will be unpaid.

PTO accrued prior to the start of a requested and approved unpaid leave of absence must be used to cover hours missed during the leave so that the employee shall exhaust all PTO time available during the leave and then the rest of the leave is unpaid.

Under the company's Family and Medical Leave policy, accrued PTO time shall be taken at the start of the leave and for as long as the accrued PTO lasts during the leave and then the rest of the leave is unpaid.

PTO may not be taken during the last 2 weeks of employment if an employee resigns except for qualifying medical/sick time (as defined herein). Any time taken off during such period other than qualifying medical/sick time shall be unpaid.

Some circumstances require and/or qualify employees for other type of leaves of absence. Please refer to our other policies regarding leaves. The Human Resources department can assist you with any questions you may have.

**4-3. Vacation Time-Off (Union employees)**

Union employees receive vacation time based on the schedule below instead of PTO:

1. Full-time union employees shall receive the following vacation days:
   1. After one (1) year of service, five (5) vacation days;
   2. After two (2) years of service, ten (10) vacation days;
   3. After four (4) years of service, sixteen (16) vacation;
   4. After eight (8) years of service, twenty-two (22) vacation days.
2. Except as provided below, Vacation days may not be carried over from one year to the next year of service. Any employee who does not use vacation within a year from it being earned shall lose the right to vacation unless alternative arrangements are made in strict accordance with (C), below.
3. Every effort should be made by the employee to use vacation time within the year earned. However, if an employee cannot use vacation time due to a lack of staffing coverage, the employer shall be notified by the employee and the employee may be allowed to carry over and/or be compensated for the unused vacation time. The decision between carrying over vacation time and being compensated for it shall rest with management. If an employee’s non-use of vacation time is not a direct result of staffing shortages or if arrangements are not made prior to the employee’s anniversary date for carryover/compensation, the vacation days shall lapse and the employee shall lose his/her rights to them. In no event shall an employee carry more than two years’ worth of vacation time.

**4-4. Paid Holidays**

The Company provides nine (9) paid holidays, as indicated below: New Year's Day

Martin Luther King, Jr. Day Easter Sunday

Memorial Day Independence Day Labor Day

Veterans' Day Thanksgiving Day Christmas Day

Employees are eligible for holiday pay upon the first day of the month following their completion of 90 days of continuous employment with CARING, Inc. and Its Affiliates. There may be times when an employee is scheduled to and must work on a holiday. In that event, the holiday is recognized as a "Floating Holiday" in which the employee can use it to take off at a later time. Floating Holidays may not be taken prior to the holiday they are replacing and must be taken prior to the same holiday they replace the following year (when they expire).

When holidays fall or are celebrated on a regular work day, eligible employees who do not work will receive one (1) day's holiday pay at their regular straight-time rate. Eligible employees who are called in to work on a holiday will receive one (1) day's holiday pay at their regular straight-time rate, and an additional payment for the actual time they work that day.

If a holiday falls within an eligible employee's approved vacation period, the eligible employee will be paid for the holiday (at the regular straight-time rate) instead of having to use a vacation day.

**4-5. Medical and Life Insurance Programs**

Under these plans, eligible employees will have available to them comprehensive health and other insurance coverage for themselves and their families, as well as other benefits

Medical Insurance: Medical insurance is made available to full-time employees. Employees should see the Human Resources Department with questions regarding their medical insurance.

Life Insurance: Life insurance is made available to full-time and part-time employees. Employees should see the Human Resources Department with questions regarding life insurance.

At the time of hire or upon becoming eligible to participate in these plans, employees will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to contact Human Resources with any further questions.

**4-6. 401K Plan**

A 401K plan is available to all eligible CARING employees. Employees become eligible after one (1) year of continuous employment (as long as minimum 1000 hours are met). Upon completion of one year of employment, employees will be able to enroll in the program on either the January 1 or July 1 date which immediately follows the employee's anniversary date. Employees may contribute into the 401K plan in a pre- tax payroll deduction.

In the event of a financial hardship, employees may have borrowing rights for hardship withdrawals from their 401K accounts, as defined by the following Internal Revenue Service and Plan provisions:

Employees should contact the Payroll Department for further details as to the specifics of the 401K plan.

**4-7. New Jersey Family Leave Insurance Benefits**

If employees need to take time off work to care for a child, spouse, partner in a civil union, registered domestic partner or parent with a serious health condition, or to bond with a newly born or adopted child, they may be eligible to receive family leave benefits through the state of New Jersey. Such leave benefits are administered by the Division of Temporary Disability Insurance, the New Jersey Department of Labor and Workforce Development.

These benefits are financed solely through employee contributions to the state. The state is responsible for determining if an employee is eligible for such benefits. There is generally a waiting period during which time no family leave benefits are available. The Division of Temporary Disability Insurance can provide additional information about any applicable waiting period.

Employees should advise Human Resources if they need to take time for these purposes. The employee will be given information about the state's family leave benefits program and how to apply for benefits. Employees also may contact the Division of Temporary Disability Insurance for further information.

Employees should maintain regular contact with Human Resources during the time off work so the Company may monitor the return-to-work status. In addition, employees should contact Human Resources when they are ready to return to work so the Company may determine what positions, if any, are open.

# Requirement to Use Accrued Paid Time Off

When employees apply for family leave benefits, Human Resources will determine if they have any accrued but unused vacation, sick or other paid time off available. If they have accrued but unused vacation, sick or other paid time off available, they will be required to use such time, up to the maximum permitted under the law, before becoming eligible for family leave benefits.

# Job Reinstatement Not Guaranteed

Please note: employees taking time off for these purposes are not guaranteed job reinstatement unless they qualify for such reinstatement under federal and/or state family and medical leave laws. Any time off for family leave purposes will run concurrently with other leaves of absence, such as Family and Medical Leave Act and the New Jersey Family Leave Act, if applicable. Please see the "Family and Medical Leave" policy for eligibility requirements.

**4-8. Earned Sick and Safe Leave**

# Eligibility

CARING provides paid Earned Sick and Safe Leave (ESSL) to all employees. Non-union employees receive this benefit through the Paid Time Off program. Union employees receive this benefit as outlined in their collective bargaining agreement. For purposes of this policy, the benefit year is the consecutive 12- month period beginning January 1 and ending on December 31.

# Usage - Union Employees Only

Employees may begin using accrued ESSL on the 90th calendar day of employment. ESSL may be used in 4-hour increments, except to the extent such increment is greater than the number of hours the employee was scheduled to work during that shift. The employee will not accrue more than 40 hours of ESSL in any benefit year.

Employees may use ESSL for the following reasons:

1. diagnosis, care or treatment of, or recovery from, the employee's mental or physical illness, injury or other adverse health condition or for preventive medical care for the employee;
2. diagnosis, care or treatment of, or recovery from, a family member's mental or physical illness, injury or other adverse health condition or for preventive medical care for the family member;
3. circumstances resulting from the employee, or a family member of the employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member:

medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence;

services from a designated domestic violence agency or other victim services organization;

psychological or other counseling;

relocation; or

legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to domestic or sexual violence.

1. closure of the employee's workplace, or the school or place of care of a child of the employee, by order of a public official due to an epidemic or other public health emergency or because of the issuance by a public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee, would jeopardize the health of others; or
2. time needed by the employee in connection with a child of the employee to attend a school- related conference, meeting, function or other event requested or required by a school administrator, teacher or other professional staff member responsible for the child's education; or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.
3. Other reasons as may be permitted by law

For purposes of this policy, a family member includes a child, grandchild, sibling, spouse, domestic partner, civil union partner, parent or grandparent of the employee; or a spouse, domestic partner, or civil union partner of a parent or grandparent of the employee; or a sibling of a spouse, domestic partner or civil union partner of the employee; or any other individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship.

Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees calling in sick or for reasons stated above will want to use available ESSL for absences and will be paid for such absences to the extent they have ESSL available. However, if the employee does not indicate the absence relates to reasons stated above, the absence will not be considered applicable for Earned Sick and Safe Leave.

# Notice and Documentation

If the employee's need to use ESSL is foreseeable, employees must give seven (7) calendar days advance notice, prior to the date the leave is to begin, of their intention to use the leave and its expected duration. If the reason for the leave is not foreseeable, employees must give notice of the intention to use ESSL as soon as practicable. The Company may prohibit employees from using foreseeable ESSL on certain dates or require reasonable documentation if ESSL that is not foreseeable is used during such dates.

The Company will require reasonable documentation if the employee uses ESSL for three (3) or more consecutive work days.

If ESSL is taken for reasons #1 or #2 above, documentation signed by a health care professional, who is treating the employee or the family member of the employee, indicating the need for the leave and, if possible, number of days of leave, will be considered reasonable documentation.

If ESSL is taken for reason #3 above, any of the following will be considered reasonable documentation of the domestic or sexual violence:

medical documentation;

a law enforcement agency record or report; a court order;

documentation that the perpetrator of the domestic or sexual violence has been convicted of a domestic or sexual violence offense;

certification from a certified Domestic Violence Specialist or a representative of a designated domestic violence agency or other victim services organization; or

other documentation or certification provided by a social worker, counselor, member of the clergy, shelter worker, health care professional, attorney or other professional who has assisted the employee or family member in dealing with the domestic or sexual violence.

If ESSL is taken for reason #4 above, a copy of the order of the public official or the determination by the health authority will be considered reasonable documentation.

If ESSL is taken for reason #5 above, the following will be considered reasonable documentation:

tangible proof of the school-related conference, meeting, function or other event requested or required by a school administrator, teacher or other professional staff member responsible for the education of the employee's child; or tangible proof of the meeting regarding care provided to the child of the employee in connection with the child's health conditions or disability.

# Payment

ESSL will be paid at the same rate of pay with the same benefits as the employee normally earns, but no less than the state minimum wage. Use of ESSL will not be counted as hours worked for purposes of calculating overtime.

# Carryover and Payout

The employee may carry over up to 40 hours of accrued, unused ESSL under this policy to the following benefit year. Unused hours in excess of 40 will be eliminated at the end of the year. Upon separation, employees shall be paid 50% of accrued but unused ESSL.

# Enforcement and Retaliation

Employees have the right to request and use ESSL and may file a complaint for alleged violations of their rights with the New Jersey Department of Labor and Workforce Development. The Company prohibits retaliation or the threat of retaliation against the employee for exercising or attempting to exercise any right provided in this policy or under applicable law.

Employees with questions regarding this policy can contact Human Resources.

**4-9. Bereavement Leave**

The death of a family member is a time when employees wish to be with their families. If an employee loses a close relative, he or she will be allowed paid time off of up to 3 work days to assist the employee in attending to his or her obligations and commitments. For the purposes of this policy, a close relative includes a spouse, civil union partner, father, mother, brother, sister, son, daughter, grandparents, grandchildren and in-laws, other relative who is a member of the employee’s household or any other relation required by applicable law.

Employees will be entitled to up to three (3) paid leave days. These days may only be taken on regularly scheduled, consecutive workdays within seven (7) days of the death, unless otherwise approved by a supervisor.

Employees must inform their supervisor prior to commencing bereavement leave. In administering this policy, the Company may require verification of death.

**4-10. Workers' Compensation**

On-the-job injuries are covered by Workers' Compensation requirements and are paid for by the Company. The Company is very concerned with the safety of the CARING staff and ALL injuries, no matter how minor, must be reported in accordance with the Company policies. The Company will attend to each report, treating those injuries appropriately that require treatment, follow up and/or monitor others as needed and investigate and prosecute claims that are false or suspicious.

The procedure for proper reporting of an injury or accident is outlined in the safety binder or other material at each worksite and on the Company Policy page on the ADP website <https://workforcenow.adp.com/workforcenow/login.html> titled, "Procedure for Reporting Employee Accidents and Incidents". This information is also provided at Employee Orientation. It is critically important to complete the required reporting accurately and timely so we can medically treat the employee appropriately.

If an employee received medical attention as a result of an on-the-job injury in accordance with the CARING procedures, the employee must contact the Human Resources Department within 24 hours after seeing a physician with the following information: the employees' worksite, immediate administrator, manager or supervisor's name and the employee's current home address and phone number.

All physician’s orders must be provided to Human Resources. Based on those orders, the employee's supervisor working with the Human Resources department will develop a schedule and responsibilities of "light duty" with which the employee shall be required to comply during the period for which work restrictions imposed by a physician are in place.

Upon an employee's release from medical restrictions, he/she must bring a "Return to Work" from the treating physician to the Human Resources department. The employee may not be able to resume work until this form is received by the Human Resources department.

Failure to follow Company procedures may affect the ability of employees to receive Workers Compensation benefits and may result in disciplinary action up to including termination.

Light Duty:

Employees who are injured at work generally have a better prognosis for recovery the sooner they can return to the workplace. Light Duty not only permits an employee to return to work after they are injured on the job but also allows the employee to do so with full pay rather than collecting the reduced amount of 70% of gross weekly wages that is available under the worker’s compensation system. Therefore, it is advantageous for a number of reasons for the employee to be on light duty after they are injured at work. Therefore:

1. An employee who is put on light duty due to an at-work accident or injury will have light duty work made available to him/her on a temporary basis whenever possible. The purpose of light duty is to allow the employee to continue working within the restrictions set forth by the advising doctor;
2. Light duty work will be made available for work related injuries for reasons such as the following: restrictions from pulling, lifting, pushing, bending, twisting, etc. Other reasons for light duty work will be accepted on a case-by-case basis;
3. Light duty work will generally be available whenever possible at the regular location of the employee’s workplace, but may be in an alternative, but nearby, workplace;
4. If an employee is placed on light or restrictive duty, it is necessary that the employee fulfill the obligation of working within light duty availability in order to receive compensation from the company so appropriate light duty must be accepted or workers compensation temporary benefits will not be paid;
5. In order to validate that employees are able to continue to perform their assigned job responsibilities, for employees who remain on light duty for more than 30 days or longer, CARING may refer the employee for an FCE (Functional Capacity Exams) to determine if the employee may be able to return to work without restrictions but with any accommodation that may be available;
6. An employee may also be referred for an FCE after surgery or other significant medical procedure or when returned to work with any reduced full capacity on a long term basis; and
7. The light duty program is “temporary” and only for the duration a worker is recovering from a work injury or until a determination is made that an injury or disability prevents an employee from returning to work on a permanent or indefinite period.

**4-11. Jury Duty**

CARING realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

The employer will compensate employee for the difference he or she would have earned at CARING and that paid by the courts, whether for mandatory jury duty or in the event that he or she is summoned to appear as a witness in a court proceeding. The regular request for leave procedures shall be followed. The request shall be made four (4) weeks in advance with appropriate documentation to the supervisor.

**4-12. Statutory Short-Term Disability Benefits**

Employees may be eligible for statutory short-term disability insurance as required under New Jersey's Family Temporary Disability Leave Law (NJTDL). The law entitles an eligible employee a maximum of six (6) weeks of leave in a 12-month period for specific NJTDL qualifying reasons. These benefits are provided by the State of New Jersey. More information can be found at https://www.nj.gov/labor/forms\_pdfs/tdi/WPR-119%20(1-18).pdf

When using NJTDL, an employee is required to first expend two weeks of all accrued Paid Time Off (PTO) or ESSL from the beginning of the leave period if permitted under the law. The PTO time does not extend or replace the time used under NJTDL, but runs concurrently during the leave.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

**Section 5 - Leaves of Absence**

**5-1. Family and Medical Leave**

# NEW JERSEY FAMILY AND MEDICAL LEAVE POLICY

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA) and/or the New Jersey Family Leave Act ("NJFLA"). This policy provides employees with information concerning FMLA and/or NJFLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA and/or NJFLA leave, they should contact Human Resources. Employees requesting FMLA or NJFLA leave must do so by notice to Human Resources in writing.

# Eligibility

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," the employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

NJFLA leave is available to "NJFLA eligible employees." To be an NJFLA eligible employee, the employee must: 1) have been employed by the Company in New Jersey for at least 12 months; 2) have worked at least 1,000 base hours during the 12-month period preceding the leave; and 3) be employed by an employer that has 30 or more employees. Base Hours mean the hours of work for which the employee receives compensation including overtime hours and hours for which the employee receives workers' compensation benefits.

# Employee Entitlements for FMLA and NJFLA Leave

As described below, the FMLA and NJFLA provide eligible employees with a right to leave, health insurance benefits (FMLA only) and, with some limited exceptions, job restoration.

# Basic FMLA and NJFLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The NJFLA provides eligible employees up to 12 workweeks of unpaid leave for certain family reasons during a 24-month period. The 12- or 24-month period is determined on a rolling 12-month period measured backward from the date an employee uses his/her FMLA leave.

It is the Company's policy to provide the greater leave benefit provided under the FMLA or NJFLA and to run leave concurrently under the FMLA and NJFLA whenever possible.

Leave may be taken for any one, or for a combination, of the following reasons:

To care for the employee's child after birth, or placement for adoption (or foster care - FMLA only);

To care for the employee's spouse (or partner in a civil union - NJFLA only), son, daughter or parent (or parent-in-law - NJFLA only) who has a **serious health condition**;

For the employee's own **serious health condition** (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job (FMLA only); and/or

Because of any **qualifying exigency** arising out of the fact that the employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operations or Regular Armed Forces for deployment to a foreign country (FMLA only).

A **serious health condition** is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

**Qualifying exigencies** for FMLA leave may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

# Additional Military Family Leave Entitlement (Injured Servicemember Leave) (FMLA only)

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. FMLA leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A **"covered servicemember"** is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." **Covered servicemembers** also include a veteran who is discharged or released from military service under conditions other than dishonorable at any time during the five year period preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

# Intermittent Leave and Reduced Leave Schedules

FMLA and/or NJFLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also may be entitled to take leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee (FMLA only) or covered family member (both FMLA and NJFLA) or the serious injury or illness of a covered service member (FMLA only). Leave due to qualifying exigencies (FMLA only) may also be taken on an intermittent or reduced schedule basis. Under the NJFLA, intermittent leave must be taken in increments of at least one week and reduced schedule leave must be at least one work day.

1. **Protection of Group Health Insurance Benefits**

During FMLA leave only, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

# Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms.

# Notice of Eligibility for, and Designation of, FMLA and NJFLA Leave

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA and/or NJFLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA- or NJFLA- qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA and/or NJFLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA and/or NJFLA leave.

# Employee FMLA and/or NJFLA Leave Obligations

1. **Provide Notice of the Need for Leave**

Employees who wish to take FMLA and/or NJFLA leave must timely notify the Company in writing of their need for FMLA and/or NJFLA leave. The following describes the content and timing of such employee notices.

# Content of Employee Notice

To trigger FMLA and/or NJFLA leave protections, employees must inform Human Resources in writing of the need for FMLA/NJFLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA and/or NJFLA leave specifically, or explaining the reasons for the leave so as to allow the Company to determine that the leave is FMLA/NJFLA- qualifying. For example, employees might explain that:

a condition renders them unable to perform the functions of their job or that they are under the continuing care of a health care provider (FMLA only);

they are pregnant or have been hospitalized overnight (FMLA only);

a covered family member (including partner in a civil union and parent-in-law under NJFLA) is under the continuing care of a health care provider or a condition renders the family member unable to perform daily activities;

the leave is due to a qualifying exigency cause by a covered military member being on active duty or called to covered active duty status to a foreign country (FMLA only); or

a family member is a covered servicemember with a serious injury or illness (FMLA only).

Calling in "sick," without providing the reasons for the needed leave will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for leave, the leave may be denied. When employees seek leave due to FMLA/NJFLA-qualifying reasons for which the Company has previously provided FMLA/NJFLA-protected leave, employees must specifically reference the qualifying reason for the leave or the need for FMLA and/or NJFLA leave.

# Timing of Employee Notice

Employees must provide 30 days' advance written notice of the need to take FMLA and/or NJFLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company written notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' written notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA and/or NJFLA notice obligations, may have leave delayed or denied, to the extent permitted by applicable law.

# Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of the employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of the employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

# Submit Medical Certifications Supporting Need for Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of leave sought, employees may be required to submit medical certifications supporting their need for FMLA/NJFLA-qualifying leave. As described below, there generally are three types of medical certifications: an **initial certification**, a **recertification** and a return to work/fitness for duty certification**.**

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite the employee's diligent, good faith efforts. The Company shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company will deny leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Company (through individuals other than the employee's direct supervisor) may contact the health care provider to authenticate or clarify completed and sufficient medical certifications. If the employee chooses not to provide the Company with authorization allowing it to clarify or authenticate the certification with the health care provider, the Company may deny leave if the medical certification is unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient medical certifications.

# Initial Medical Certifications

Employees requesting leave because of their own, or a family member's serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

* 1. **Medical Recertifications**

Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

* 1. **Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, the employees returning to work from FMLA leave that was taken because of their own serious health conditions that made them unable to perform their job must provide the Company medical certification confirming the employee is able to return to work and the employee's ability to perform the essential functions of the employee's position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until the employee provides a return to work/fitness for duty certification.

# Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the Company may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and

2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

# Substitute Paid Leave for Unpaid FMLA and NJFLA Leave

Employees must use any accrued paid time while taking unpaid FMLA and/or NJFLA leave.

The substitution of paid time for unpaid FMLA and/or NJFLA leave time does not extend the length of FMLA and/or NJFLA leaves and the paid time will run concurrently with the employee's FMLA and/or NJFLA entitlement.

During the leave, employees may be eligible for compensation, such as temporary disability benefits, family leave benefits or workers' compensation benefits. Any compensation or leave taken in connection with any other policy/plan shall run concurrently with any FMLA/NJFLA leave entitlement. Upon written request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits.

# Pay Employee's Share of Health Insurance Premiums

As noted above, during FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working. If FMLA leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Company upon leave.

The Company's obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

1. **Coordination of FMLA/NJFLA Leave with Other Leave Policies**

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement that provides greater family or medical leave rights such as the NJFLA. However, whenever permissible by law, the Company will run FMLA leave concurrently with NJFLA and any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/NJFLA leave is either not available or exhausted, please consult the Company's other leave policies in this handbook or contact Human Resources.

# Questions and/or Complaints about FMLA/NJFLA Leave

If employees have questions regarding this FMLA/NJFLA policy, they should contact Human Resources. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA/NJFLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their rights have been violated, they should contact Human Resources immediately. The Company will investigate any complaints and take prompt and appropriate remedial action to address and/or remedy any violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

**5-2. Safe Act Leave**

Under the New Jersey SAFE Act, employees who are victims of domestic violence or a sexually violent offense may be eligible to receive an unpaid leave of absence, for a period not to exceed 20 days in a 12-month period. Leave may also be taken by employees whose child, parent, spouse, domestic partner or civil union partner is a victim of domestic violence or a sexually violent offense.

Leave may be taken for the purpose of engaging in any of the following activities as they relate to an incident of domestic violence or a sexually violent offense:

* 1. seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's child, parent, spouse, domestic partner or civil union partner;
  2. obtaining services from a victim services organization for the employee or the employee's child, parent, spouse, domestic partner or civil union partner;
  3. obtaining psychological or other counseling for the employee or the employee's child, parent, spouse, domestic partner or civil union partner;
  4. participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety from future domestic violence or sexual violence or to ensure the economic security of the employee or the employee's child, parent, spouse, domestic partner or civil union partner;
  5. seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's child, parent, spouse, domestic partner or civil union partner, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence or sexual violence; or
  6. attending, participating in or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the employee or the employee's child, parent, spouse, domestic partner or civil union partner was a victim.

Leave under the New Jersey SAFE Act must be used in the 12-month period immediately following an instance of domestic violence or a sexually violent offense. The unpaid leave may be taken intermittently in intervals of no less than one (1) day. The unpaid leave shall run concurrently with any paid vacation, personal, or medical or sick time or leave the employee elects to use or which the Company requires employees to use during any part of the 20-day period of unpaid leave. If the employee requests leave for a reason covered by both the New Jersey SAFE Act and the New Jersey Family Leave Act, or the federal FMLA, the leave shall count simultaneously against the employee's entitlement under each respective law.

Employees eligible to take leave under the New Jersey SAFE Act must, if the necessity for the leave is foreseeable, provide the Company with written notice of the need for the leave as far in advance as reasonable and practicable under the circumstances. The Company may require the employee to provide documentation of the domestic violence or sexually violent offense that is the basis for the leave. The Company will retain any documentation provided to it in this manner in the strictest confidentiality, unless the disclosure is voluntarily authorized in writing by the employee or is authorized by a federal or New Jersey law, rule or regulation.

The New Jersey SAFE Act also prohibits an employer from discharging, harassing or otherwise discriminating or retaliating or threatening to discharge, harass or otherwise discriminate against the employee with respect to the compensation, terms, conditions or privileges of employment on the basis that the employee took or requested any leave that the employee was entitled to under the New Jersey SAFE Act, or on the basis that the employee refused to authorize the release of information deemed confidential under the New Jersey SAFE Act.

To obtain relief for a violation of the New Jersey SAFE Act, an aggrieved person must file a private cause of action in the Superior Court within one (1) year of the date of the alleged violation.

**5-2. Military Leave**

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, employees must provide management with advance written notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice.

Provided the absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask management for further information about eligibility for Military Leave.

If employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance written notice of their need for military leave as possible so that CARING, Inc. can maintain proper coverage while employees are away.

**Section 6 - General Standards of Conduct**

**6-1. Workplace Conduct/Rules and Regulations**

CARING endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

CARING and Its Affiliates attempts to administer rules and regulations in a consistent manner, but because of substantial differences in departmental operations and employee responsibilities, some departments may apply stricter standards than others, and standards may vary within a given department.

The guidelines for prohibited behavior and conduct which follow are of a general nature and therefore do not cover every situation. They should be regarded as a summary rather than a complete and all-inclusive statement of misconduct. Your department head may establish additional rules and regulations deemed necessary for the orderly fulfillment of the department's responsibilities and these also must be followed.

The great majority of employees want to do what is expected of them while at work. The understanding of, and compliance with, common sense rules of good conduct will benefit the well-being of all. Violation of, or any departure from, your department's rules or commission of any prohibited conduct, as outlined below, is inconsistent with acceptable job performance. Disciplinary action taken will depend upon the circumstances of each case up to and including termination of employment.

The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Insubordination or refusal to follow supervisor's orders and instructions.
2. Solicitation/distribution in working areas and during working time for any purpose. Theft or unlawful possession of stolen, lost or misplaced property.
3. Disorderly conduct, including vulgar or abusive language or behavior, fighting or "horseplay" or threatening, insulting or abusing any person.
4. Dishonesty, falsification of any records (by inclusion or exclusion). For instance, incorrectly filling out a time clock sheet that does NOT represent the true hours worked by an employee is considered falsification of records. For example, if an employee leaves her/his shift 30 minutes early and forgets to punch out, then their time clock adjustment sheet should state the same. Falsification of records may result in termination. All employees are to report immediately to their supervisor when in knowledge of a co-worker's failure to comply with company policy. If sufficient action has not been taken by the supervisor, then it is the employee's responsibility to report the incident(s) to one of the Assistant Project Directors who may be reached at the main office in Pleasantville at (609) 484-0857.
5. Discussion and/or release of confidential Company information of PHI to unauthorized individuals without prior permission from management.
6. Loitering or sleeping on duty.
7. Possession of a gun or other dangerous instrument or weapon on the premises of the Company.
8. Arriving on your Company premises under the influence of drugs or alcohol.
9. Purchase, sale, illegal possession or consumption of a non-prescribed drug on the premises.
10. Leaving assigned work area or being in an unauthorized area of the Company without the permission of the responsible supervisor.
11. Excessive absenteeism or tardiness in reporting to work or returning from breaks.
12. Smoking in unauthorized areas or areas not specifically designated as a smoking area.
13. Improper or unauthorized use of an employee identification.
14. Entering or leaving the property through any entrance or exit other than the designated employee entrances and exits.
15. Failure to punch in/out or sign in/out at the start and completion of a shift, or when leaving prior to the completion of a shift.
16. Punching in/out or signing in/out with another employee's information.
17. Failure to observe established safety, health or fire rules.
18. Failure to maintain proper personal hygiene and compliance with established department dress code.
19. Discourtesy to clients or residents regardless of the circumstances.
20. Improper use of parking facilities.
21. Failure to report to work or late to report to work without proper notice in a form acceptable to management.
22. Willful destruction or misuse of any Company property or the property of another employee or member.
23. Any neglect, abuse, mistreatment or discourteous behavior to CARING residents or clients.
24. Obtaining employment on the basis of false or misleading information
25. Violation of CARING, Inc.'s Drug and Alcohol-Free Workplace Policy.
26. Fighting, threatening or disrupting the work of others.
27. Wasting work materials.
28. Performing work of a personal nature during working time.
29. Violation of any CARING Policy.
30. Unsatisfactory job performance.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and CARING reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The Company will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation.

The Company subscribes generally to a policy of progressive discipline. Employees may be reprimanded orally or in writing for such problems as rule violations and unsatisfactory conduct. However, the Company reserves the sole right at all times and under any circumstances to terminate an employee with or without cause and with or without prior notice.

The disciplinary guidelines set forth above are merely for employees' information. The Company retains the complete and sole discretion to determine the appropriate discipline on a case-by-case basis. (Note: For those employees covered by a collective bargaining agreement, please refer to that agreement).

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

**6-2. Punctuality and Attendance, Procedures for Requests Off**

Employees are hired to perform important functions at CARING. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Lateness and unscheduled or uncovered absenteeism causes a great hardship to our clients and especially to the other employees who work at CARING who do show up on time and as scheduled. The company's goal is to reduce unscheduled absences and also provide for a workable mechanism for employees to take scheduled time off. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

We do recognize, however, there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to notify Supervisors as early as possible, but no later than four (4) hours prior to the start of their shift. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Proper procedures are below:

**Lateness:**

If an employee will be late for work (over 5 minutes), that employee is required let his/her supervisor know that he/she will be late. If an employee fails to inform the supervisor of his/her lateness, or if the lateness, even with notice, is a repetitive activity, that employee will be subject to disciplinary action. In the event of a true emergency, discretion will be used when applying disciplinary action. Employees may be asked to submit proof of an emergency.

**Call-outs/Absenteeism:**

If an employee is unable to work his/her scheduled shift, that employee should notify his/her supervisor/house manager as soon as possible but at least prior to four hours before his/her shift. The more time the manager has to get the shift covered the better.

**Unscheduled Medical absence:**

1. **NOTICE FOR CALLING OUT FOR AN UNSCHEDULED MEDICAL/SICK ABSENCE MUST BE MADE AS SOON AS PRACTICAL AND NOT LESS THAN 4 hours PRIOR TO THE SHIFT FROM WHICH THE EMPLOYEE IS CALLING OUT.** If an employee fails to call out in a timely manner, that employee will be subject to disciplinary action. In the event of a true emergency, discretion will be used when applying disciplinary action. Employees may be asked to submit proof of an emergency or illness.
2. The employee is required to indicate that the call out is for “medical/sick leave” as that term is defined on the attached at the time he/she calls out.
3. The employee is required to call out each day that he/she is absent. Unless you have submitted a doctor’s note with a specific return to work date, do not assume that because you call out one day, your supervisor(s) know how many days you will be absent.
4. When calling out, the employee should be the one placing the call, not a family member or friend. In the event of an emergency, the circumstances will be reviewed.
5. The employee is required to call the group home phone when calling out. If there is no answer, then the employee must call the manager’s phone. The employee may also text the manager’s phone with a message IN ADDITION TO and NOT INSTEAD OF calling the manager’s phone. Employees calling out and getting voice mail on either the group home phone or manager’s phone must leave a detailed message and call back number where the employee can be reached.
6. If the employee is absent more than two days from work, he/she must submit a doctor’s note that clears the employee to return to work. There may be other instances when proof of an illness/emergency is requested of you.
7. Employees may use paid time off in no less than four (4) hourly increments or that employee’s scheduled shift duration, whichever is less.

**Non-Medical Absences (vacation, school, etc) and Absences for**

**Scheduled Medical Procedures**:

1. “Requests off” made by employees for 3 or more consecutive days off (“vacation time”), must be submitted it least 4 weeks in advance of the scheduled vacation time. Requests for time off received within 4 weeks of the requested vacation time will be denied, unless the employee is able to find his/her own coverage.
2. “Requests off” made by employees for 2 or fewer days off, including the use of floating holidays, must be submitted it least 7 days in advance of the requested day off.
3. “Requests off” for scheduled medical/sick leave as shown on the attached exhibit that is not an “unscheduled medical absence” such as medical procedures, must be submitted it least 7 days in advance of the requested day off.
4. “Requests off” for paid qualifying bereavement, jury duty, and military leave shall be made as soon after the employee is aware of the required leave as possible but, for jury duty and military leave, no more than 10 days after the employee becomes aware of the need for the required time off.
5. The “Request off” for a particular shift received in a timely manner will be approved as long as the home/program/department is able to find coverage for the shifts requested. However, if coverage is not available, then even a timely request cannot be approved. Employees are encouraged to assist management staff in finding their own coverage for the shifts requested off.
6. Employees may use paid time off in no less than four (4) hourly increments or that employee’s scheduled shift duration, whichever is less.

**Non-Compliance/Disciplinary Action**:

Employees with repeated unexcused absences and lateness cause a hardship on the entire organization. Accordingly, those employees will ultimately be held responsible for their unexcused absences. Unexcused absences and lateness will be the subject of disciplinary action, up to and including termination. It is simply not fair to consistently burden the rest of the staff with sudden staffing shortages caused by last minute call-outs.

Notwithstanding the above, no disciplinary action shall be taken against an employee for his/her use of:

1. For union employees, paid earned sick leave up to the amount accrued by that employee in any calendar year that is taken for “medical/sick leave” reasons (as defined below); and
2. For non-union employees, for the first forty (40) hours of PTO time in a calendar year that is taken for “medical/sick leave” reasons (as defined below).

Call outs in excess of those maximum amounts of time off for “medical/sick leave” reasons or excessive call outs for any other reason shall subject the employee to discipline up to and including termination, subject to the limitations, if any, of any other law or regulation. In addition, employees must indicate that time off taken for medical/sick leave is indeed for medical/sick leave at the time they call out. Claims that the time off was for sick/medical purposes after the initial call will subject an employee to disciplinary action for improper call out procedure.

The key to a great working environment involves teamwork and responsibility. When calling out, everyone needs to remember what a difficulty it is to the other employees, your co-workers, who are left to cover these shifts, and the inconvenience and disservice to our clients. We should all strive to help each other out, especially remembering the difficulties that call-outs present not only to management and the clients, but to each other.

Events/Reasons that Qualify as “Medical/Sick Leave”

1. time needed for diagnosis, care, or treatment of, or recovery from, an employee’s mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;
2. time needed for the employee to aid or care for a family member of the employee during diagnosis, care, or treatment of, or recovery from, the family member’s mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member;
3. absence necessary due to circumstances resulting from the employee, or a family member of the employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member: medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization; psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence;
4. time during which the employee is not able to work because of a closure of the employee’s workplace, or the school or place of care of a child of the employee, by order of a public official due to an epidemic or other public health emergency, or because of the issuance by a public health authority of a determination that the presence in the community of the employee, or a member of the employee’s family in need of care by the employee, would jeopardize the health of others; or
5. time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child’s education, or to attend a meeting regarding care provided to the child in connection with the child’s health conditions or disability.

**6-3. Employee Dress and Personal Appearance**

Employees are expected to report to work well groomed, clean, and dressed according to the requirements of their position. Some employees may be required to wear uniforms or safety equipment/clothing or non-slip footwear. Employees should contact their supervisor for specific information regarding acceptable attire for their position. If employees report to work dressed or groomed inappropriately, they may be prevented from working until they return to work well-groomed and wearing the proper attire.

REQUIREMENTS

* 1. All direct care Staff will be required to wear a scrub top when on duty (any color, print, design of your choosing)
  2. Shirts, long sleeve or short, may be worn under the scrub top, and must be a solid color
  3. Group Home Managers may wear scrub tops or wear business-casual clothing
  4. All clothing must be clean and well-maintained.
  5. Staff may wear pants of their choosing except for the following which are not permitted:

Pajama bottoms; Sweatpants;

Pants/jeans with holes, tears or stains; Cut-off shorts of any length;

Shorts or skirts which are less than 2" above the knee in length.

SAFE FOOTWEAR REQUIREMENTS

All direct care staff working at our sites must wear closed-toe, non-slip footwear. No flip flops, sandals or other open toed shoes shall be worn by direct care staff while on duty. "Direct care staff" includes everyone that is assigned to and works in a group home (including managers and assistant and relief managers) and all employees that work in a program area (ALP, TAP, social day, etc).

**6-4. Use of Communications and Computer Systems**

CARING's communication and computer systems are intended primarily for business purposes; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other Company policy. This includes the voice mail, e-mail and Internet systems. Users should have no expectation of any privacy in regard to their use of the CARING systems.

CARING may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the Company deems it appropriate to do so. The reasons for which the Company may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during the employee's absence.

Further, CARING may review Internet usage to ensure that such use with Company property, or communications sent via the Internet with Company property, are appropriate. The reasons for which the Company may review employees' use of the Internet with Company property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; employees appropriate use of company property and Internet access, and ensuring that Company operations continue appropriately during the employee's absence.

The Company may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The Company's policies prohibiting harassment, in their entirety, apply to the use of Company's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Further, since the Company's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

**6-5. Use of Social Media**

CARING respects the right of any employee to maintain a blog or web page or to participate in a social networking, Twitter or similar site, including but not limited to Facebook and LinkedIn. However, to protect Company interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not post on a blog or web page or participate on a social networking platform, such as Twitter, Facebook or similar site, during work time or at any time with Company equipment or property.

All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms, such as Twitter, Facebook, LinkedIn or similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking site.

Whether the employees are posting something on their own blog, web page, social networking, Twitter or similar site or on someone else's, if the employee mentions the Company and also expresses either a political opinion or an opinion regarding the Company's actions that could pose an actual or potential conflict of interest with the Company, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her personal opinion and not the Company's position. This is necessary to preserve the Company's good will in the marketplace.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous or violent is forbidden. Company policies apply equally to employee social media usage.

CARING encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

**6-6. Personal and Company-Provided Portable Communication Devices**

CARING-provided portable communication devices (PCDs), including cell phones and laptop computers, should be used primarily for business purposes. Employees should have no expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes, as permitted, the right to monitor personal communications as necessary.

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may subject to monitoring if sent through the Company's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a Company-provided or personal device, employees must comply with applicable Company guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles.

If employees who use a personal PCD for business resign or are discharged, they will be required to submit the device to the IT department for resetting on or before their last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, Company information and personal data (such as contacts, e-mails and photographs). The IT department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of Company information. This is the only way currently possible to ensure that all Company information is removed from the device at the time of termination. The removal of Company information is crucial to ensure compliance with the Company's confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or a Company-issued device, the Company's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

EMPLOYEE RESPONSIBILITIES AND REQUIREMENTS

A. Business Use: Company provided electronic communications tools are the property of the Company and are provided to facilitate the effective and efficient conduct of Company business. Users are permitted access to the Internet and electronic communications tools to assist in the performance of their jobs. Some users may also be permitted to access and use social media to conduct Company business.

B. Personal Use: Personal use means use that is not job-related. In general, incidental and occasional personal use of the Company’s electronic communications tools including the Internet is permitted as long as the personal use does not interfere with the user’s productivity or work performance, does not interfere with any other employee’s productivity or work performance, and does not adversely affect the efficient operation of the Company’s systems and networks. Personal use of Company provided electronic communication tools during an employee’s working hours for social media, including blogs, podcasts, Facebook, Instagram, Twitter, other social networks, photograph and video hosting websites, crowdsourcing, and new technologies as they evolve is NOT PERMITTED unless specifically authorized.

C. User Requirements

1. General Requirements. When using electronic communications tools employees shall:
   1. Not violate any provision of this policy, any other policy, regulation, law or guideline as set forth by local, State or Federal law.
   2. Be responsible and professional in their communications. Employees should conduct themselves in a manner that supports the mission of the Company and the performance of their duties.
   3. Exercise the appropriate care to protect the Company’s electronic communications tools against the introduction of viruses, spyware, malware, or other harmful attacks.
   4. Maintain the conditions of security (including safeguarding of passwords) under which they are granted access to such tools;
   5. Check with the appropriate agency staff prior to downloading or accessing a file or document if the source of the file or other circumstances raises doubts about its safety.
   6. Be respectful of the Company, other employees, customers, vendors, and others when posting and communicating information. Users should be sensitive to referring to or including others in their communications and should be aware of any associated potential liabilities. Users may desire to obtain consent prior to communicating information about the work place.
2. Business Use Requirements. When using Company electronic communications tools, employees shall:
   1. Use their accurate identities and state their affiliation when using electronic communications or social media for business purposes.
   2. Ensure the security of sensitive or confidential information when communicating electronically posting the information on internal or external websites including social media.
   3. Ensure information is accurate prior to communicating it. If it is discovered that information is inaccurate after posting, users should work to quickly correct the errors.
3. Personal Use Requirements. When using Company electronic communication tools and social media on personal devices, employees shall:
   1. be clear that their communication is personal and is not a communication of the Company when using electronic communications for personal use. This applies to the personal use of social media outside of the work environment. For example:
      1. Users should use their personal email addresses and not those related to their positions with the Company when communicating or posting information for personal use.
      2. Users may use a disclaimer when posting opinions or views for personal use such as, “The views expressed on this (website, blog, social media site) are my own and do not reflect the views of my employer.” when appropriate to ensure these views are not viewed as official Company communications.

D. Information not Private. No user shall have any expectation of privacy in any message, file, image or data created, sent, retrieved, received, or posted in the use of the Company’s equipment, electronic communications tools, and/or Internet access. The Company has the right to monitor any and all aspects of electronic communications and social media usage through the Company’s equipment, electronic communications tools, and/or Internet access. Such monitoring may occur at any time, without notice, and without the user’s permission. In addition, except for exemptions under the Act, electronic records may be subject to the Freedom of Information Act (FOIA) and, therefore, available for public distribution

E. Prohibited Activities Certain activities are prohibited when using the Company’s Internet and electronic communication tools. Employees who engage in prohibited activities shall be subject to disciplinary action. Prohibited activities include, but are not limited to:

* Any use that is in violation of applicable local, state, and federal law or regulations, including HIPAA and DDD regulations.
* Accessing, uploading, downloading, transmitting, printing, posting, or storing information with sexually explicit content as prohibited by law.
* Accessing, uploading, downloading, transmitting, printing, posting, or storing fraudulent, threatening, obscene, intimidating, defamatory, harassing, discriminatory, or otherwise unlawful messages or images.
* Installing or downloading computer software, programs, or executable files which are harmful to the Company’s computer system or for which prior authorization was not acquired.
* Accessing, uploading, downloading, transmitting, printing, communicating, or posting access-restricted Company information, proprietary Company information, restricted client information, sensitive state data or records, or copyrighted materials in violation of Company policy or without authorization.
* Using proprietary agency information, client or resident data or records, and/or social media to locate Company clients, residents, employees or obtain personal or Company information for personal reasons.
* Posting information or sending electronic communications such as email using another’s identity.
* Permitting a non-employee to use the Company’s Internet and electronic communication tools for purposes of communicating the message of some third party individual or organization.
* Posting photos, videos, or audio recordings taken in the work environment without written consent.
* Using agency or organization logos without written consent.
* Texting, emailing, or using hand-held electronic communications devices while operating a Company vehicle contrary to Company policy or State law
* Any other activities designated as prohibited by the agency.

# Portable Communication Device Use While Driving

Employees while driving on Company business must abide by all state or local laws prohibiting or limiting PCD use while driving. Employees may not use any PCD while driving a Company vehicle. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while driving, and permitted by law, employees must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions and, to the extent permitted by law, will not be provided workers compensation coverage if an accident occurs while the employee is using a cell phone and driving.

Texting and e-mailing while driving is prohibited in all circumstances.

**6-7. Personal Phones/Cameras/Recording Devices**

Due to the potential for issues such as invasion of privacy, sexual harassment and loss of productivity, as well as inappropriate disclosure of confidential information, no employee may use a camera phone function on any phone or any recording device on company property or while performing work for the Company unless specifically directed to do so by the Executive Director or his/her designee.

The listening to recording devices (cell phones, recorders, tapes, CDs and radios) or recording of other employees, members or any person on Company property via personal cell phones or other devices, is strictly prohibited. In addition, any type of personal voice recording devices anywhere on Company property, including to record conversations or activities of other employees or management, or while performing work for the Company, is also strictly prohibited, unless the device was provided to you by the Company, is used solely for legitimate business purposes and has been authorized through the Executive Director.

**6-8. Inspections**

CARING reserves the right to require employees while on Company property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on Company or client property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to the Company or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

**6-9. Smoking**

Smoking, including the use of e-cigarettes, is allowed in designated exterior smoking areas only. Smoking is prohibited in all other areas, all Company vehicles and all interior areas.

**6-10. Personal Visits and Telephone Calls**

Disruptions during work time can lead to errors and delays. Therefore, personal telephone calls must be kept to a minimum and only be made or received outside of working hours or during break time.

For safety and security reasons, employees are prohibited from having personal guests visit or accompanying them anywhere in CARING facilities unless specifically authorized by the Executive Director.

**6-11. Solicitation and Distribution**

To avoid distractions, solicitation by employees of other employees or of the Company is prohibited while employee is on work time or in any CARING facility. "Work time" is defined as the time the employees are engaged, or should be engaged, in performing their tasks for CARING. Solicitation of any kind by non-employees on Company premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in any Company facility or workplace is prohibited at all times except where authorized by the Company or required by law to be permitted. Distribution of literature by non-employees on Company premises is prohibited at all times. CARING works in conjunction with CWA Local 1040 to ensure proper enforcement of the mutually-agreed upon terms of bargaining unit literature distribution on our premises.

**6-12. Confidential Company Information**

In the course of employment with the Company, employees may have access to “Confidential Information” regarding the Company, which may include its business strategy, marketing, pricing information, trade secrets, financial information, contracts, suppliers, customers, residents or other information about the Company, its employees and clients that we consider proprietary and confidential. Maintaining the confidentiality of this information is vital to CARING’s business.

All information concerning clients, former clients, our staff, volunteers, and financial data, and internal business processes and records of any CARING company is confidential. Information concerning any former employee, current employee or applicant must also be kept in confidence, both within and outside the Company. Disclosing information about employees, prior employees or applicants, including home phone number, address, or prior work or work separation history is not permitted other than as required by law or by CARING processes without the Executive Director’s written consent. Employees must also be critically aware of the need to keep any information about residents and clients and their conditions absolutely confidential. Any employee who is unsure whether information should be kept confidential should always check with his or her supervisor before disclosing the information.

General information about CARING and the services it provides, such as that which is shown on the company website or what is otherwise out in the public domain, is not confidential.

Employees must protect Confidential Information by using it only for the business of Company, safeguarding it whenever using it, and disclosing it only when authorized to do so and to those who have a legitimate business need to know about it. Employees should not access or use any Confidential Information to which the Company has not provided the employee access or authorization to use. Employees may not remove Confidential Information from the workplace, share company material with confidential information or permit others to use electronic equipment with confidential information on it unless specifically approved by the employee’s supervisor.

In the event of inadvertent disclosure of Confidential Information, employees must immediately inform their supervisor.

This duty of confidentiality applies whether the employee is on or off Company premises, and during and even after the end of the employee’s employment with Company. This duty of confidentiality also applies to communications transmitted through the Company’s electronic communications system.

Nothing in this policy is intended to interfere with your rights under federal and state laws—including your right under the National Labor Relations Act to discuss terms and conditions of employment and your right under other federal laws and regulations to report legal violations, or make other protected disclosures, to the government—nor will the Company construe this policy in a way that limits such rights.

It is extremely important that all such information remain confidential. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of the Company may be subject to disciplinary action up to and including termination. Employees may be required to sign an agreement reiterating these obligations.

**6-13. Conflict of Interest and Business Ethics**

It is CARING's policy that all employees avoid any conflict between their personal interests and those of the Company. The purpose of this policy is to ensure that the Company's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the Company.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

1. holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the Company, by any employee who is in a position to directly or indirectly influence either the Company's decision to do business, or the terms upon which business would be done with such organization;
2. holding any interest in an organization that competes with the Company;
3. being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the Company or which competes with the Company; and/or
4. profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with the Company.

A conflict of interest would also exist when a member of the employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is the employee's responsibility to report any actual or potential conflict that may exist between the employee (and the employee's immediate family) and the Company.

**6-14. Use of Facilities, Equipment and Property, Including Intellectual Property**

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Employees should notify their supervisor if any equipment, machines, or tools appear to be damaged, defective or in need of repair. Prompt reporting of loss, damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Supervisors can answer any questions about the employees' responsibility for maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use or distribution of the Company's intellectual property, such as audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge and may result in financial liability from the employee for repair or replacement of the damaged or lost Company property for which the employee was responsible.

Further, the Company is not responsible for any damage to employees' personal belongings, property or vehicles while on Company property. Employees are required to safeguard their own property at all times.

**6-15. Health and Safety**

The health and safety of employees and others on Company property are of critical concern to CARING. The Company intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Company's premises, or in a product, facility, piece of equipment, process or business practice for which the Company is responsible should be brought to the attention of management immediately.

Periodically, the Company may issue rules and guidelines governing workplace safety and health. The Company may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's supervisor in accordance with injury reporting protocols as soon as possible, regardless of the severity of the injury or accident.

**6-16. Hiring Relatives/Employee Relationships**

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, CARING may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or discharged from employment, at the discretion of the Company. Accordingly, all parties to any type of intimate personal relationship or whom are related must inform management of the relationship.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual except with written approval from the Executive Director or Human Resources. The Company generally will attempt to identify other available positions, but if no alternate position is available, the Company retains the right to decide which employee may not remain with the Company.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

**6-17. Publicity/Statements to the Media**

All media inquiries regarding the position of the Company as to any issues must be referred to the Executive Director. This is the only person authorized to make or approve public statements on behalf of the Company. No employees, unless specifically designated by the Executive Director, are authorized to make those statements on behalf of Company. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the Company must first obtain approval from the Executive Director.

**6-18. Operation of Vehicles**

All employees authorized to drive Company-owned or leased vehicles or personal vehicles in conducting Company business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately. Employees must have a valid driver's license in their possession while operating a vehicle off or on Company property.

Drivers Licenses:

It is the responsibility of all employees as outlined in each job description where applicable, to make the office aware whenever your driving privileges have been suspended by notifying (1) the Human Resources Office at (609) 677-0022 and (2) your immediate supervisor. Upon notifying the office of your suspended driver's license you may be placed on suspension from work pending the re-instatement of your driver's license. However, you will be permitted to work as a substitute Secondary Program Assistant or other position if available and appropriate while awaiting the resolution of your suspended driver's license, unless we are otherwise directed by the State. CARING periodically checks the driver's license status on every employee. If we find that your license is suspended and you have failed to notify CARING of the event, you will be subject to discipline up to and including immediate termination.

Notification of New Address:

New Jersey law requires that, upon changing addresses, a person with a driver's license notify the Motor Vehicle Commission within 10 days. This notification can be done on-line and it is imperative for you to do it as MVC mail is generally not forwarded. often suspensions are received because a driver does not receive his/her mail from MVC because no new address has been given. Therefore, please keep the MVC and CARING informed of your current address.

Vehicle Cameras and other Safety Equipment.

CARING vehicles are equipped with cameras that monitor both the interior and exterior of vehicles while in operation as well as vehicle operation sensors that report speed and other elements of driving. Employees may not disable or tamper with any such safety equipment. Drivers must demonstrate safe driving habits at all times, obey all traffic laws while driving company vehicles and drive all Company vehicles in a safe manner. These requirements as well as the trainings and camera monitoring are for the safety of our employees, clients and residents. For the personal welfare of all of those individuals, CARING aggressively monitors driving practices and enforce driving policies and requirements. Please take these measures seriously and drive cautiously and safely at all times. If any employee feels he/she needs additional training on driving or van operation, please contact the Director of Transportation immediately.

Employees found to be operating vehicles in an unsafe manner or otherwise in violation of traffic laws of the State of New Jersey may be subject to immediate suspension, mandatory re-training and/or driving education courses and, if warranted in the determination of management, termination of employment.

Company-owned or leased vehicles may be used only as authorized by management.

CARING and you are responsible for the well-being of our clients. All staff are expected to perform responsibly by seeing that each client has and uses his/her seatbelt when traveling in a CARING vehicle. Drivers are not allowed to move any vehicle until all passengers are seated and secured. Failure to comply with this requirement will be grounds for disciplinary action up to and including termination.

**6-19. References**

CARING will respond to reference requests through the Human Resources Department. Except as otherwise required by law or regulation, the Company will provide general information concerning the employee such as date of hire, date of discharge, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to the Human Resources Department.

# Only the Human Resources Department may provide confirmation of employment information.

**6-20. If You Must Leave Us**

Should the employees decide to leave the Company, we ask that they provide their Supervisor with at least 2 weeks’ advance notice of that separation of employment. All Company property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc., must be returned at separation. Employees also must return all of the Company's Confidential Information upon separation. To the extent permitted by law, employees will be required to repay the Company (through payroll deduction, if lawful) for any lost or damaged Company property. As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

Voluntary Resignation. Employees who voluntarily leave the Company should notify the Company of their intention to resign with appropriate notice commensurate with position and responsibility and should give no less than two (2) weeks’ notice to the date of separation. The employee should provide a written statement of resignation. Resigning employees will, where possible, be paid all moneys due no later than the next regularly scheduled payday after their last day of work.

If you leave the Company other than by termination by the Company, except for termination for your failure to report to work (which shall be considered your leaving the Company), before completing your first 90 days of employment, you must reimburse the Company for the cost of CPR training, First Aid training, the Physical Examination, Drug/Alcohol screening, PPD (TB) test, Motor Vehicle report and Criminal Background check. The approximate cost for the above referenced items is $180.000 which mount is subject to change based on the actual costs to the Company.

Employees may be requested to participate in an exit interview. This interview will enable the Company to better evaluate employee/employer relationships.

In the event that your employment with CARING ends, you should contact the Human Resources Department concerning your right to continue your medical coverage under the COBRA provisions.

**6-22. A Few Closing Words**

This handbook is intended to give employees a broad summary of things they should know about CARING. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, CARING, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Employees should not hesitate to speak to management if they have any questions about the Company or its personnel policies and practices.

If any employee feels that a rule or policy is unduly harsh or has been applied unfairly, we encourage the employee to review the situation with his/her supervisor. If the issue is not satisfactorily resolved by the employee's supervisor, the employee is welcome to report such situation to the Company at staffreporting@caringinc.org.

**Section 7 - Important Telephone Numbers**

|  |  |  |
| --- | --- | --- |
| LOCATION | PHONE NUMBER | FAX NUMBER |
| CARING, Inc and Its Affiliates Main Office | 609.484.7050 | 609.641.0674 |
| CARING Transitional Adult Day Program | 609.484.7050 | 609.641.0674 |
| CARINGHouse Projects, Inc. | 609-484-0857 |  |
| Human Resources | 609-677-0022 |  |
| Wildwood Assisted Living Program | 609-415-2600 |  |
| Millville Assisted Living Program | 856-327-8161 |  |
| Atlantic City Assisted Living Program | 609-345-3089 |  |
| Camden Assisted Living Program | 856-379-3178 |  |
| Memory Care Resource Center | 609-909-9111 |  |

**General Handbook Acknowledgment**

This Employee Handbook is an important document intended to help employees become acquainted with CARING. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the Company's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Handbook.

# I have received and read a copy of CARING's Employees Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Company at any time.

**I further understand that my employment is terminable at will, either by myself or the Company, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.**

**I understand that no representative of CARING other than the President may alter "at will" status and any such modification must be in a signed writing.**

**I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the Company's Employee Handbook.**

Employee's Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Employee's Signature: Date: