

# Employee

# Handbook





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## 1.1 Agency Culture

### **Motto:**

Empowering Solutions for Youth and Families.

### **Mission Statement:**

It is the mission of Nash Therapeutic Services (NTS) to provide real-world solutions to children and families in Arkansas who struggle with difficulties connected to autism and related developmental disorders. Our caring, knowledgeable, and professional team provides the highest level of support and establishes meaningful changes for our clients through the use of research-based behavioral services.

### **Company Vision:**

Nash Therapeutic Services envisions a world in which every family sees solutions rather than problems and every child is able to experience the joy of fitting in with the community around them.

### **Goals & Objectives:**

**Customer Satisfaction** – We work to maintain a reputation within the community as the premier behavioral service provider in the area due to consistent implementation of proven procedural methods.

**Efficacy** – By establishing a practice model which utilizes research-based strategies proven to integrate persons with developmental disabilities into their communities, we empower our clients to create their own long-term solutions. Progress is ensured through the continuous recording and evaluation of client-specific behavioral data.

**Professionalism** – All programming is executed to exceed standards set-forth by the behavior analytics certification board. All personnel are vetted to ensure only those with current standardized qualifications are used for providing direct client care.

## 1.2 Purpose of this Handbook

This handbook has been prepared to inform new employees of the policies and procedures of this company and to establish the company's expectations. It is not exhaustive or intended to provide strict interpretations of our policies; rather, it offers an overview of the company's culture. This handbook is not a contract, expressed or implied, guaranteeing employment for any length of time.

The company reserves the right to unilaterally revise, suspend, revoke, terminate or change any of its policies, in whole or in part, whether described within this handbook or elsewhere, in its sole discretion. If any discrepancy between this handbook and current company policy arises, conform to current company policy. Every effort will be made to keep you informed of the company's policies, however we cannot guarantee that notice of revisions will be provided. Feel free to ask questions about any of the information within this handbook. This handbook supersedes and replaces any and all personnel policies and manuals previously distributed, made available or applicable to employees.

## 1.3 At-Will Employment

Employment at this company is at-will. An at-will employment relationship can be terminated at any time, with or without reason or notice by either the employer or the employee. The at-will employment status of each employee cannot be altered by any verbal statement or alleged verbal agreement of company personnel. It can only be changed by a legally binding, written contract covering employment status. An example of this would be a written employment agreement for a specific duration of time.

## 2.1 Equal Opportunity Employment

This company is an equal opportunity employer and does not unlawfully discriminate against employees or applicants for employment on the basis of an individual's race, color, religion, creed, sex, national origin, age, disability, marital status, veteran status or any other status protected by applicable law. This policy applies to all terms, conditions and privileges of employment, including recruitment, hiring, placement, compensation, promotion, discipline and termination.

Whenever possible, the company makes reasonable accommodations for qualified individuals with disabilities to the extent required by law. Employees who would like to request a reasonable accommodation should contact HR Director.

## 2.2 Non-Harassment Policy/ Non-Discrimination Policy

This company prohibits discrimination or harassment based on race, color, religion, creed, sex, national origin, age, disability, marital status, veteran status or any other status protected by applicable law. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and is generally free from discriminatory practices, and harassment. Consistent with its workplace policy, the company prohibits and will not tolerate harassment on the basis of race, color, religion, creed, sex, national origin, age, disability, marital status, veteran status or any other status protected by applicable law.

Discrimination includes, but is not limited to: taking employment-related action on the basis of race, color, religion, creed, age, sex, disability, national origin, marital or veteran status, or any other status protected by applicable law.

Harassment is generally defined as unwelcome verbal or nonverbal conduct, based upon a person's protected characteristic, that denigrates or shows hostility or aversion toward the person because of the characteristic, and which affects the person's employment opportunities or benefits, has the purpose or effect of unreasonably interfering with the person's work performance, or has the purpose or effect of creating an intimidating, hostile or offensive working environment. Harassing conduct includes, but is not limited to: slurs or negative stereotyping; threatening, intimidating or hostile acts; or denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group based on their protected characteristic.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal, visual or physical conduct of a sexual nature, when:

1. submission to such conduct is made either explicitly or implicitly a condition of an individual's employment;
2. submission to or rejection of such conduct by an individual is used as the basis for employment decisions
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

### **COMPLAINT PROCEDURE:**

Any company employee who feels that he or she has been harassed or discriminated against, or has witnessed or become aware of discrimination or harassment in violation of these policies, should bring the matter to the immediate attention of his or her supervisor or HR Director. The company will promptly investigate all allegations of discrimination and harassment, and take action as appropriate based on the outcome of the investigation. An investigation and its results will be treated as confidential to the extent feasible, and permitted by law, and the company will take appropriate action based on the outcome of the investigation.

No employee will be retaliated against for making a complaint in good faith regarding a violation of these policies, or for participating in good faith in an investigation pursuant to these policies. If an employee feels he/she has been retaliated against, the employee should file a complaint using the procedures set forth above.



## 2.3 No-Gossip

While the company does not wish to stifle individuals' rights to express their concerns, fears, and frustrations, it is imperative to a healthy work environment that those expressions be productive and beneficial to all team members and the agency they rely on. For that reason and to restrict the creation of an intimidating, hostile or offensive working environment., The company has elected to enact this No Gossip policy. For the purposes of this document, gossip is hereby defined as any communication used for the purpose of defaming the character of another person or the agency, without allowing for a means of open dialog, rebuttal or corrective action(s). Anyone violating this policy may be subject to disciplinary action, up to and including termination.

## 2.4 Drug-Free/Alcohol-Free Environment

Employees are prohibited from unlawfully consuming, distributing, possessing, selling, or using controlled substances while on duty. In addition, employees may not be under the influence of any controlled substance, such as drugs or alcohol, while at work, on company premises or engaged in company business. Prescription drugs or over-the-counter medications, taken as prescribed and not interfering with assigned duties, are an exception to this policy.

Anyone violating this policy may be subject to disciplinary action, up to and including termination.

## 2.5 Open-Door Policy

The company has an open-door policy and takes employee concerns and problems seriously. The company values each employee and strives to provide a positive work experience. Employees are encouraged to bring any workplace concerns or problems they might have or know about to their supervisor or some other member of management.

## 2.6 Immigration Compliance

The company is committed to complying with federal laws and regulations concerning verification of employment eligibility and record-keeping for employees hired to work in the United States. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States on his or her first day of employment with the company. Anyone with questions regarding any aspect of employment and/or identity verification should contact HR Director.

### 3.1 Code of Professional Conduct

This company expects its employees to adhere to a standard of professional conduct, as outlined in the BACB Code of Ethics found at [www.BACB.com](http://www.BACB.com). This ensures that the work environment is safe, comfortable and productive. Employees should be respectful, courteous, and mindful of others' feelings and needs. General cooperation between coworkers and supervisors is expected.

Individuals who act in an unprofessional manner may be subject to disciplinary action.

### 3.2 Dress Code

An employee's personal appearance and hygiene is a reflection on the company's character. Employees are expected to dress appropriately for their individual work responsibilities and position.

### 3.3 Payday

Paychecks are distributed biweekly on Fridays. If the pay date lands on a holiday, paychecks will be distributed on the closest business day before the holiday. The paycheck will reflect work reported for the prior 2 week period. Paychecks include salary or wages earned less any mandatory or elected deductions. Mandatory deductions include federal or state withholding tax, and other withholdings. Elected deductions are deductions authorized by the employee, and may include contributions to benefit plans. Employees may contact HR Director to obtain the necessary authorization forms for requesting additional deductions from their paychecks. Notify a supervisor if the paycheck appears to be inaccurate or if it has been misplaced. The company generally distributes paychecks through a direct deposit system and reserves the right to charge a replacement fee for any lost paychecks or missed billing. Other forms of advances on paychecks are not permitted. Information regarding final paychecks can be found under the termination section of this handbook.

Any change in name, address, telephone number, marital status or number of exemptions claimed by an employee must be reported to HR Director immediately.

### 3.4 Company Property

Company property, such as equipment, vehicles, telephones, computers, and software, is not for private use. These devices are to be used strictly for company business. Company property must be used in the manner for which it was intended. Upon termination, employees are required to surrender any company property they possess.

Company computers, Internet and e-mails are a privileged resource, and must be used only to complete essential job-related functions. Employees are not permitted to download any "pirated" software, files or programs and must receive permission from a supervisor before installing any new software on a company computer. Files or programs stored on company computers may not be copied for personal use.

Phones are provided for business use. The company requests that employees not receive personal calls while on duty. If urgent, please keep personal calls to a minimum and conversations brief.

Employees are reminded that they should have no expectation of privacy in their use of company computers or other electronic equipment.

Violations of these policies could result in disciplinary action.

### 3.5 Social Media Policy

The company understands that social media can be a fun and rewarding way to communicate with family, friends and co-workers. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist employees in making responsible decisions about the use of social media, the company has established these guidelines for appropriate use of social media.

This policy applies to all employees who work for the company.

## GUIDELINES

In the rapidly expanding world of electronic communication, *social media* can mean many things. *Social media* includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether or not associated or affiliated with the company, as well as any other form of electronic communication. The same principles and guidelines found in the company's policies apply to employees' activities on-line. Ultimately, you are solely responsible for what you post on-line. Before creating on-line content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects customers, suppliers, people who work on behalf of the company or the company's legitimate business interests may result in disciplinary action up to and including termination.

### *Know and follow the rules*

Carefully read this Social Media Policy, the Equal Employment Policy, the Non-Harassment/Non-Discrimination Policy, and the Code of Professional Conduct and ensure your postings are consistent with these policies. Postings that may include maliciously defamatory remarks, unlawful harassment, and threats of violence or similar unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### *Be responsible*

Use your best judgment and exercise personal responsibility. Take your responsibility as stewards of personal information to heart. Integrity, accountability, and respect are core values. We trust and expect you to exercise personal responsibility whenever you participate in social media or other on-line activities. Remember that there can be consequences to your actions in the social media world — both internally, if your comments violate company policies, and with outside individuals and/or entities. If you are about to publish, respond or engage in something that makes you even the slightest bit uncomfortable, don't do it. Also, we encourage you to try to resolve all differences with an individual, organization, or even the Company through direct communications with the individual, organization, or Company. Remember, the company has an Open Door policy. It can be used to try to resolve differences with the Company, management, or even your co-workers. We encourage you to try to use the Open Door policy. It works!

Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that are maliciously defamatory, that are obscene, that disparage customers, that attack the Company's product, or that might constitute unlawful harassment. Examples of such conduct might include false posts meant to intentionally or maliciously harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

### *Be honest and accurate*

The best practice is to check your facts before posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything and deleted postings can be searched. Never post any information or rumors that you know to be false about the company, fellow employees, customers, suppliers, and people working on behalf of the company or competitors.

### *Post only appropriate and respectful content*

- Maintain the confidentiality of the company's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology.
- FTC regulations require persons with a material interest to disclose their association with a company if they give a testimonial or other product endorsement. Do not give a product testimonial, endorse the Company's product, or otherwise publicize or promote the Company in any way without identifying yourself as a company employee.
- Express only your personal opinions. Never represent yourself as a spokesperson for the company. If the company is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the company, customers, or its suppliers. If you do publish a blog or post on-line related to the work you do or subjects associated with the company, make it clear that you are not speaking on behalf of the company. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of Nash Therapeutic Services."

### *Using electronic communication at work*

Refrain from using any electronic communication, including social media, while on work time, unless it is work-related as authorized by a manager. To help reduce spam and other unwanted e-mail traffic, employees should not use company e-mail addresses to register on social networks, blogs or other on-line tools utilized for personal use. Please use your own individual or private e-mail address.

### *Retaliation is prohibited*

The company prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

## 3.6 Privacy

Employees and employers share a relationship based on trust and mutual respect. However, the company retains the right to access all company property including computers, desks, file cabinets, storage facilities, and files and folders—electronic or otherwise—at any time. Employees should not entertain any expectations of privacy when on company grounds or while using company property. All documents, files, voice-mails and electronic information, including e-mails and other communications, created, received or maintained on or through company property are the property of the company, not the employee. Therefore employees should have no expectation of privacy over those files or documents.

## 3.7 Personnel Files

The company maintains a personnel file on each employee. These files are kept confidential to the extent possible. Employees may review their personnel file upon request. It is important that personnel files accurately reflect each employee's personal information. Employees are expected to inform the company of any change in name, address, home phone number, home address, marital status, number of dependents or emergency contact information.

This company assigns positions, determines wages and compensates employees for overtime in accordance with state and local laws and the Fair Labor Standards Act.

## 3.8 Paperwork

It is the expectation of all employees to complete all paperwork, including but not limited to data sheets, graphing, invoices, and case notes in a timely fashion. Failure to comply could result in disciplinary actions.

## 4.1 Exempt Employees

Exempt employees are those that are excluded from the overtime pay requirements of the Fair Labor Standards Act. Exempt employees are paid a salary, have certain types of job duties, and are expected to work beyond their normal work hours whenever necessary to accomplish the work of the company. As an exempt employee, your salary is subject to certain deductions. For example, absent contrary state law requirements, your salary can be reduced for the following reasons:

- Full-day absences for personal reasons.
- Full-day absences for sickness or disability.
- Full-day disciplinary suspensions for infractions of the company's written policies and procedures.
- Family and Medical Leave absences (either full- or partial day absences).
- To offset amounts received as payment for jury and witness fees or military pay.
- The first or last week of employment in the event you work less than a full week.
- Any full work week in which you do not perform any work.

Your salary may also be reduced for certain types of deductions such as your portion of health, dental or life insurance premiums; state, federal or local taxes; Social Security; or, voluntary contributions to a 401(k) or pension plan. In any work week in which you performed any work, your salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability.
- Your absence on a day because your employer has decided to close a facility on a scheduled work day.
- Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work.
- Any other deductions prohibited by state or federal law.

Employees should consult with HR Director if they have questions regarding their classification as an exempt employee.

## 4.2 Non-Exempt Employees

Non-exempt employees are those eligible for overtime pay of 1.5 times the regular hourly rate of pay for all hours worked over 80 per bi-weekly pay period. All overtime must be approved in advance. Employees should consult with an administrator if they have questions regarding their classification as a non-exempt employee.

## 4.3 Part-Time, Full-Time or Temporary Status

Part-time or full-time status depends on the number of hours per week an employee works. Regular employees who work fewer than 40 receive part-time classification. Part-time employees are not eligible for employee benefits as described in this handbook. Regular employees who work at least 40 receive full-time classification.

From time to time the company may hire employees for specific projects or periods of time. Temporary employees may work either part-time or full-time, but generally are scheduled to terminate by a certain date. Temporary employees who remain on duty past the scheduled termination remain classified as temporary.

Only HR Director may change an employee's temporary status. Temporary employees are not eligible for employment benefits.

## 4.4 Background Checks

All employees, regardless of position, must submit to and successfully pass a criminal background check before employment may be offered.

## 5.1 General Attendance

The company maintains normal working hours of 8:30am – 5:00pm. Hours may vary depending on work location and job responsibilities. Supervisors will provide employees with their work schedule. Should an employee have any questions regarding his/her work schedule, the employee should contact the supervisor. The company does not tolerate absenteeism without excuse. Employees who will be late to or absent from work should notify a supervisor at least 24-hours in advance, or no less than 2 hours before a scheduled session in the event of an illness or an emergency. Chronic absenteeism may result in disciplinary action, up to and including termination. Employees who need to leave early, for illness or otherwise, should inform a supervisor before departure. Unauthorized departures may result in disciplinary action, up to and including termination.

## 5.2 Tardiness

Employees are expected to arrive on time and ready for work. An employee who arrives after their session is scheduled to start is considered tardy. The company recognizes that situations arise which hinder punctuality; regardless, excessive tardiness is prohibited, and may be subject to disciplinary action, up to and including termination.

## 5.3 Breaks

When working conditions permit, and pending a supervisor's approval, employees are entitled to a 15 minute break for every 4 hours worked. Meal periods are for 30 minutes and must be approved by a supervisor.

## 5.4 Inclement Weather

Though infrequent, inclement weather may affect our practice areas at times. Nash Therapeutic Services prioritize the safety of our team members and clients. Therefore, if inclement weather occurs within one of our practice areas it will be the policy of Nash Therapeutic Services to remain closed and all services within that practice area will be placed on hold during said event. It is the determination of administration that no services will be offered in any area in which the local school district has reported school closures. The clinic and all administrative services will follow the reports of the Pulaski County Special School District.

## 6.1 Paid Time Off (PTO)

The company provides, as a benefit, paid time off for its eligible employees. Paid time off may be used by eligible employees for any approved leave; including: vacation, sick leave, holidays, and inclement weather. Requests for PTO when possible, should be filed in advance to a supervisor and will be approved or denied based on company resources. The company is flexible in approving time off when doing so would not interfere with company operations. PTO days are granted only on a 4-hour(half day) and 8-hour(full day) basis.

A qualifying employee is eligible to begin accruing paid time off after completion of their introduction period, which generally concludes 90-days after initial hire date. Employees must earn and accrue PTO benefits before they may be used. PTO benefits are accrued at a rate of 1 hour per 25 hours worked. Paid time off may not be accumulated and/or carried forward beyond current year. PTO benefits do not accrue during any period of extended leave of absence.

## 6.2 Family and Medical Leave Act Leave

The company offers leave consistent with the requirements of the federal Family and Medical Leave Act (FMLA). Under the FMLA, an employee may be eligible for an unpaid family and medical leave of absence under certain circumstances, if the employee has worked as an employee of the company for at least 1,250 hours for 12 months and works within a seventy-five (75) mile radius of fifty (50) or more company employees.

### Reasons for Leave

Employees eligible for FMLA leave may take leave for the following reasons:

- The birth of a child and to care for the newborn child;
- Placement of a child into adoptive or foster care with the employee;
- Care for a spouse, child, or parent who has a serious health condition;
- Care for the employee's own serious health condition;
- Qualifying emergencies arising out of a spouse's, child's, or parent's active duty or call to active duty as a member of the military reserves or National Guard ("Emergency Military Leave"); or
- Care for a spouse, child, parent or next of kin (nearest blood relative) who is
  - (a) an Armed Forces member (including the military reserves and National Guard) undergoing medical treatment, recuperation, therapy, or is otherwise in an outpatient status, or is otherwise on the temporary disability retired list, due to a serious injury or illness incurred or aggravated in the line of duty; or
  - (b) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released under conditions other than dishonorable (a "veteran" as defined by the Department of Veterans Affairs) and who has a serious injury or illness incurred or aggravated in the line of duty while on active duty that arose before or after the member became a veteran ("Military Caregiver Leave").



### Length of Leave

With the exception of Military Caregiver Leave, the maximum amount of FMLA Leave will be twelve (12) workweeks in any 12-month period.

If both spouses work for the company and are eligible for FMLA leave, the spouses will be limited to a total of 12 workweeks off between the two of them for leave related to the birth, adoption or foster care of a child, and leave to care for the serious health condition of a family member.

The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of twenty-six (26) workweeks in a single 12-month period.

If both spouses work for the company and are eligible for FMLA leave, the spouses will be limited to a total of 26 workweeks off between the two of them when the leave is for Military Caregiver Leave or a combination of Military Caregiver Leave with another leave category.

Leave may be taken on an intermittent or reduced schedule in certain circumstances. When leave is taken intermittently, the company may transfer the employee to another position with equivalent pay and benefits, which is better suited to periods of absence.

### Notice and Certification

If the need for leave is foreseeable, employees should notify a supervisor 30 days prior to taking FMLA leave. If the need for FMLA leave arises unexpectedly, employees should notify a supervisor as soon as practicable, giving as much notice to the company as possible.

Employees requesting FMLA leave may be required to provide: medical certifications supporting the need for leave if the leave is due to a medical condition of the employee or employee's family member; periodic recertification of the medical condition; and periodic reports during the leave regarding the employee's status and intent to return to work. Employees requesting Military Caregiver Leave, are required to provide: as much advance notice as is reasonable and practicable under the circumstances; a copy of the covered military member's active duty orders when the employee requests leave; and a completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from Human Resources. At the company's expense, the company may also require a second or third medical opinion regarding an employee's own serious health condition. Employees are expected to cooperate with the company in obtaining additional medical opinions that the company may require. Employees are expected to return to work immediately after the completion of the requested FMLA leave, and employees who have taken leave because of their own serious health condition must submit a fitness-for-duty certification before being allowed to return to work.

### Use of Paid and Unpaid Leave

Subject to certain conditions, the employee or the company may choose to use accrued paid leave concurrent with FMLA leave.

### Benefits

The company will maintain group health insurance coverage for an employee on family and medical leave on the same terms as if the employee had continued work. If applicable, arrangements will be made for the employee to pay their share of health insurance premiums while on leave. The company may recover premiums paid to maintain health coverage for an employee who fails to return to work from family and medical leave.

If an employee would like the company to maintain other paid benefits during the period of leave, premiums and charges which are partially or wholly paid by the employee must continue to be paid by the employee during the leave time.

FMLA leave will not result in the loss of any employment benefit accrued prior to the date on which the leave commenced. However, an employee on FMLA leave does not continue to accrue benefits during the period of family and medical leave. Questions regarding particular benefits should be directed to HR Director.



### Reinstatement

Upon returning from FMLA leave, an employee will be restored to his/her original job or an equivalent job with equivalent benefits, pay, seniority, and other employment terms and conditions, to the extent required by the Family and Medical Leave Act.

If an employee fails to return to work at the conclusion of the FMLA leave, and has not obtained an extension of the leave, the company may presume that the employee does not plan to return to work and has voluntarily terminated his or her employment.

## 6.3 Holidays

The company observes the following holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Holidays are observed on an unpaid basis; though eligible employees are generally encouraged to use PTO benefits if time has been accrued.

## 6.4 Jury Duty Time Off

The company understands that occasionally employees are called to serve on a jury. Employees who are selected for jury duty must provide a copy of their jury summons to a supervisor. Time taken for jury duty is granted on an unpaid basis.

## 6.5 Voting Time Off

Employees are encouraged to participate in elections. The company grants incremental time off to cast a ballot in an election. Voting time off is granted on an unpaid basis. Should extenuating circumstances arise while voting, notify a supervisor as soon as possible.

## 6.6 Military Leave

Employees called to active military duty, military reserve or National Guard service may be eligible to receive time off under the Uniformed Services Employment and Reemployment Rights Act of 1994. To receive time off, employees must provide notice and a copy of their report orders to an immediate supervisor. Military leave is granted on an unpaid basis. Upon return with an honorable discharge, an employee may be entitled to reinstatement and any applicable job benefits they would have received if present, to the extent provided by law.

## 6.7 Leave of Absence

Regular full-time employees may request an unpaid leave of absence after the exhaustion of paid leave. A request for a leave of absence must be submitted in writing in advance to the employee's immediate supervisor.

Leave of absences that are granted are unpaid and will not be considered until an employee has exhausted all appropriate accrued leave balances. Continuation of employee benefits during a leave of absence will be addressed on an individual basis, as required by law.

## 7.1 Expectations

The company expects every employee to act in a professional manner. Satisfactory performance of job duties and responsibilities is key to this expectation. Employees should attempt to achieve their job objectives, and act with diligence and consideration at all times. Poor job performance can result in disciplinary action, up to and including termination.

## 7.2 Introduction Period

Upon initial hire, new employees are generally required to complete a 90-day introduction period. The introduction period is used to introduce the new employee to the company structure and culture. It also provides an opportunity, whereby the employee and company can observe and verify an amiable fit between the two parties.

As a condition of employment all employees will be required to indicate understanding of their prospected position(s). Trainings are generally made available, free of charge, to assist employees with acquiring the needed skills for successfully completion of their job responsibilities. All employees must successfully complete HiPAA training to ensure the protection of client rights concerning protected information. Currently NTS uses online trainings found at: [<https://ctsguides.com/medical/hipaa-compliance-training/>]

## 7.3 Reviews

The company may periodically evaluate an employee's performance. The goal of a performance review is to identify areas where an employee excels and areas that need improvement. The company generally uses performance reviews as a tool to determine pay increases, promotions and/or terminations.

All performance reviews are based on merit, achievement and other factors that may include but are not limited to:

- Quality of work
- Professionalism and Attitude
- Knowledge of work
- Job skills
- Attendance and punctuality
- Teamwork and cooperation
- Compliance with company policy
- Past performance reviews
- Improvement
- Acceptance of responsibility and constructive feedback

Employees should note that a performance review does not guarantee a pay increase or promotion. Written performance evaluations may be made at any time to advise employees of unacceptable performance. Evaluations or any subsequent change in employment status, position or pay does not alter the employee's at-will relationship with the company. Forward any questions about performance expectation or evaluation to the supervisor conducting the evaluation.

Employees may request a performance review from his/her supervisor. Requests will be generally granted as company resources allow and when doing so does not interfere with company operations.

## 7.4 Insubordination

Supervisors and employees should interact with mutual respect and common courtesy. Employees are expected to take instruction from supervisors or other persons of authority. Failure to comply with instructions or unreasonably delaying compliance is considered insubordination. Acts of insubordination are subject to disciplinary action, up to and including termination.

If an employee disagrees with a supervisor, the employee should first try to mediate the situation by explaining their position. If possible, a compromise might be met and accusations of insubordination avoided.

## 8.1 Grounds for Disciplinary Action

The company reserves the right to discipline and/or terminate any employee who violates company policies, practices or rules of conduct. Poor performance and misconduct are also grounds for discipline, up to and including, termination.

The following actions are unacceptable and considered grounds for disciplinary action. This list is not comprehensive; rather, it is meant merely as an example of the types of conduct that this company does not tolerate. These actions include, *but are not limited to*:

- Engaging in acts of discrimination or harassment in the workplace;
- Possessing, distributing or being under the influence of illicit controlled substances;
- Being under the influence of a controlled substance or alcohol at work, on company premises, or while engaged in company business;
- Unauthorized use of company property, equipment, devices or assets;
- Damage, destruction or theft of company property, equipment, devices or assets;
- Removing company property without prior authorization or disseminating company information without authorization;
- Insubordination or refusal to comply with directives;
- Falsification, misrepresentation or omission of information, documents or records;
- Lying;
- Failing to adequately perform job responsibilities;
- Excessive or unexcused absenteeism or tardiness;
- Disclosing confidential or proprietary company information without permission;
- Disclosing confidential or protected client information;
- Illegal or violent activity;
- Falsifying injury reports or reasons for leave;
- Possessing unauthorized weapons on premises;
- Disregard for safety and security procedures;
- Disparaging or disrespecting supervisors, co-workers and/or clients; and
- Any other action or conduct that is inconsistent with company policies, procedures, standards or expectations.

The company reserves the right to determine the severity and extent of any disciplinary action based on the circumstances of each case.

## 8.2 Procedures

Disciplinary action is any one of a number of options used to correct unacceptable behavior or actions. Discipline may take the form of oral warnings, written warnings, probation, suspension, demotion, discharge, removal or some other disciplinary action, in no particular order. The course of action will be determined by the company at its sole discretion as it deems appropriate.

## 8.3 Termination

Employment with the company is on an at-will basis and may be terminated voluntarily or involuntarily at any time. Upon termination, an employee is required:

- To continue to work until the last scheduled day of employment;
- To turn in all reports and paperwork required to be completed by the employee when due and no later than the last day of work;
- To return all files, documents, equipment, keys, access cards, software or other property belonging to the company that are in the employee's possession, custody or control, and turn in all passwords to his/her supervisor;
- To participate in an exit interview as requested by HR Director.

## 9.1 Workplace Safety

The company takes every reasonable precaution to ensure that employees have a safe working environment. Safety measures and rules are in place for the protection of all employees.

Ultimately, it is the responsibility of each employee to help prevent accidents. To ensure the continuation of a safe workplace, all employees should review and understand all provisions of the company's workplace safety policy. Employees should use all safety and protective equipment provided to them, and maintain work areas in a safe and orderly manner, free from hazardous conditions. Employees who observe an unsafe practice or condition should report it to a supervisor or HR Director immediately.

Employees are prohibited from making threats against anyone in connection with his/her work or engaging in violent activities while in the employ of the company. Any questions regarding safety and safe practices should be directed to HR Director.

In the event of an accident, employees must notify a supervisor immediately. Report every injury, regardless of how minor, to a supervisor immediately. Physical discomfort caused by repetitive tasks must also be reported. For more information about on the job injuries, refer to the workers' compensation section of this handbook. Employees should recognize any potential fire hazards and be aware of fire escape routes and fire drills. Do not block fire exits, tamper with fire extinguishers or otherwise create fire hazards.

## 9.2 Workplace Security

Employees must be alert and aware of any potential dangers to themselves or their coworkers. Take every precaution to ensure that your surroundings are safe and secure. Guard personal belongings and company property. Visitors should be escorted at all times. Report any suspicious activity to a supervisor immediately.

## 9.3 Emergency Procedures

In the event of an emergency, dial 911 immediately. If you hear a fire alarm or other emergency alert system, proceed quickly and calmly to the nearest exit. Once the building has been evacuated, only a supervisor may authorize employees to reenter.

This handbook contains descriptions of some of our current employee benefits. Many of the company's benefit plans are described in more formal plan documents available from HR Director. In the event of any inconsistencies between this handbook or any other oral or written description of benefits and a formal plan document, the formal plan document will govern.

## 10.1 Health Insurance

The company generally makes group health benefits available to eligible employees and their family members. Full-time employees who have completed the interdictory period may be eligible to have a portion of their health benefits covered by the company. Part-time employees may also be eligible if they work at least 30 hours per week and have been employed with the company for at least 12 months.

Details about benefits provided, contribution rates and eligibility may be provided by the HR Director.

## 10.2 Retirement Plan

The company participates in a 401(k) plan so that employees may save a portion of their earnings for retirement. Regular employees who have worked at least 12 months are eligible to participate. Employees may elect to make regular contributions to the 401(k) plan up to the maximum amount allowed by federal law. Contact the HR Director for detailed information regarding eligibility, employee contributions, vesting period or employer contributions. More information can also be found in the plan summary description, which is available from the HR Director. If there are any inconsistencies between this handbook and any of the Summary Plan Descriptions, the Summary Plan Descriptions shall govern. The company reserves the right to modify or terminate any or all of its retirement benefits or to change benefit providers at any time with or without notice.

## 10.3 Workers' Compensation

As required by law, the company provides workers' compensation benefits for the protection of employees with work-related injuries or illnesses. Workers' compensation insurance provides coverage to employees who experience job-related injuries or illnesses. If an employee is injured or becomes ill as a result of his/her job, it is the employee's responsibility to immediately notify a supervisor of their injury in order to receive benefits. Report every illness or injury to a supervisor, regardless of how minor it appears. The company will advise the employee of the procedure for submitting a workers' compensation claim.

If necessary, injured employees will be referred to a medical care facility. Employees should retain all paperwork provided to them by the medical facility. Failure to report a work-related illness or injury promptly could result in denial of benefits. An employee's report should contain as many details as possible, including the date, time, description of the illness or injury, and the names of any witnesses.

A separate insurance company administers the workers' compensation insurance. Representatives of this company may contact injured employees regarding their benefits under the plan. Additional information regarding workers' compensation is available from the HR Director.

## 10.4 Disability Coverage

Disability insurance provides partial paycheck reimbursement for times of serious illness or injury which leads to total disability. Total disability is defined as the inability to perform any job function as a result of the injury or illness. Eligible employees who have worked for 12 months generally receive disability insurance coverage. To qualify for benefits, the period of total disability must exceed 31 days. Coverage generally extends for 90 days of disability. Employees must exhaust any PTO benefits before being eligible for disability leave coverage. Disability benefits are calculated as 75% of an employee's base salary. Any payments received from workers' compensation or state disability will result in an equal decrease in disability benefits. Disability benefits are subject to employment withholding provisions.

The employee is responsible for notifying a supervisor of their disability, expected date of return, and the name of their attending physician. The company may request that an independent medical provider perform an examination. In addition, the company may require a medical release form prior to returning to work. For more information regarding disability benefits, contact the HR Director. If there are any inconsistencies between this handbook and any of the Summary Plan Descriptions, the Summary Plan Descriptions shall govern. The company reserves the right to modify or terminate any or all of the benefits or to change benefit providers at any time with or without notice.

## 11.1 Voluntary Termination

The company recognizes that personal situations may arise which require a voluntary termination of employment. Should this occur, the company requests that the employee provide two weeks advance notice in writing. This request does not alter an employee's at-will relationship with the company.

All rights and privileges of employment with the company terminate upon the date of separation. As further discussed in Section 8.3, terminating employees are required to return all company property assigned to them. Failure to do so may result in the withholding of their final paycheck.

## 11.2 Final Paycheck

Employees who terminate employment with the company will generally be given their final paycheck according to regular pay session. Should the employee be unable to personally retrieve their paycheck, it will be mailed to the address on file.

## 11.3 COBRA Continuation of Health Benefits

Under the federal Consolidated Omnibus Budget Reconciliation Act (COBRA), a qualified employee who terminates employment (for reasons other than gross misconduct on the employee's part) or who loses health and dental coverage due to a reduction in work hours may temporarily continue group health and dental coverage for him/herself, his/her spouse, and any covered dependent children at the full premium rate plus administrative fees. That eligibility generally extends for a period of eighteen(18) months from the qualifying date. For more information regarding COBRA health insurance benefits, see HR Director.

## 11.4 Exit Interview

The company may request an exit interview upon notice of termination.

The purpose of the exit interview is to complete necessary forms, collect company property and discuss employment experiences with the company.

## 12 Proprietary Rights & Company Relations











## Acknowledgement of Receipt for Employee Handbook

*(Employee Copy — Keep with Handbook)*

I acknowledge that I have received a copy of the Employee Handbook. I understand that I am responsible for reading the information contained in the Handbook.

I understand that the Handbook is intended to provide me with a general overview of the company's policies and procedures. I acknowledge that nothing in this Handbook is to be interpreted as a contract, expressed or implied, or an inducement for employment, nor does it guarantee my employment for any period of time.

I understand and accept that my employment with the company is at-will. I have the right to resign at any time with or without cause, just as the company may terminate my employment at any time with or without cause or notice, subject to applicable laws. I understand my at-will employment cannot be altered by any verbal statement or alleged verbal agreement made by company personnel. It can only be changed by a legally binding, written contract covering employment status.

I acknowledge that the company may revise, suspend, revoke, terminate, change or remove, prospectively or retroactively, any of the policies or procedures of the company, whether outlined in this Handbook or elsewhere, in whole or in part, with or without notice at any time, at the company's sole discretion.

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Company Representative)

\_\_\_\_\_  
Date

## Acknowledgement of Receipt for Employee Handbook

*(Employer Copy — Detach and retain for records)*

I acknowledge that I have received a copy of the Employee Handbook. I understand that I am responsible for reading the information contained in the Handbook.

I understand that the Handbook is intended to provide me with a general overview of the company's policies and procedures. I acknowledge that nothing in this Handbook is to be interpreted as a contract, expressed or implied, or an inducement for employment, nor does it guarantee my employment for any period of time.

I understand and accept that my employment with the company is at-will. I have the right to resign at any time with or without cause, just as the company may terminate my employment at any time with or without cause or notice, subject to applicable laws. I understand my at-will employment cannot be altered by any verbal statement or alleged verbal agreement made by company personnel. It can only be changed by a legally binding, written contract covering employment status.

I acknowledge that the company may revise, suspend, revoke, terminate, change or remove, prospectively or retroactively, any of the policies or procedures of the company, whether outlined in this Handbook or elsewhere, in whole or in part, with or without notice at any time, at the company's sole discretion.

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Company Representative)

\_\_\_\_\_  
Date