



## **Alpha Services Company of Rochester**

# **Employee Handbook**

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## 1. INTRODUCTION

### 1.1 Purpose and Use of the Handbook

This handbook is intended to serve as a guide for employees of Alpha Services Company of Rochester. The policies discussed in this handbook are current as of the printing date of this handbook. Alpha Services Company of Rochester reserves the right to revise, supplement or rescind any policies or procedures. This handbook supersedes any prior and/or past practices, oral or written representations, or statements regarding the terms and conditions of employment.

The contents of this handbook are not intended to constitute a contract of employment but are merely intended as a set of guidelines. Either Alpha Services Company of Rochester or the individual may terminate the employment relationship at any time without prior notice and for any reason. Please read this Employee Handbook carefully and keep it for future reference. Included with each section of this handbook, you will see the policy or policies from the Policy & Procedure Manual that pertain to the section for further reference. The Policy Manual in its entirety is available at each office.

### 1.2 Company Mission, Vision, and Values

#### **Vision Statement:**

The Vision of Alpha Services Company of Rochester is to become an innovative leader providing exceptional healthcare services.

#### **Mission Statement:**

To provide comprehensive care that enhances the independence and well-being of all individuals through quality and responsive services.

#### **Values:**

The following is a list of our company's values. The values are expected of each employee in the performance of their job duties:

#### **Faith:**

We live by faith in the power of God to strengthen and heal our spirit, soul, and body in the pursuit of excellent service.

#### **Teamwork:**

We value the individual skills and contributions of all involved in the delivery of our services.

#### **Integrity:**

We conduct our business on the principle of honesty, sincerity, trust, and commitment to our promises.

#### **Respect:**

We believe that everyone deserves to be treated with the highest level of dignity without profanity or hypocrisy.

#### **Professionalism:**

We hold ourselves to the highest standards of reliability, competency, responsibility, and timeliness.

As a company, we are a visible part of our community. Our conduct during working hours reflects upon our image within this community; moreover, our actions off the job also reflect upon us in the community. As a result, we encourage all employees to take an active part in community activities. It not only helps improve the quality of life in our community, but it also helps enhance your reputation as a contributor to our community. We are committed as a company to provide equal opportunity for employment and promotion to qualified persons. **(HR Policy B14)**

## **2. EMPLOYMENT STATEMENTS**

### **2.1 Employment at Will**

Alpha Services Company of Rochester is an “at will” employer. This means either the employee or Alpha Services Company of Rochester may terminate the employment relationship at any time. An employee may be discharged at any time for any legal reason, with or without notice. Likewise, an employee may resign at any time for any reason, with or without notice. However, if you are resigning your position due to other employment, relocation or any other reason, a minimum resignation notice (either 2 weeks or 30 days depending on your position) is expected so that a replacement can be found to fill your position and to leave employment in good standing. Please see Section 10 of this handbook for Resignation Notice expectations. **(HR Policy B18)**

### **2.2 Equal Opportunity Employer**

Alpha Services Company of Rochester complies with all applicable laws governing equal employment opportunity. This policy extends to all applicants and employees and to all aspects of the employment relationship including, but not limited to, recruiting, hiring, promotion, transfer, and compensation. **(HR Policy B8)**

### **2.3 Orientation & Training**

It is the policy of Alpha Services Company of Rochester to orient and train employees. We acquaint employees with the operation and objectives of Alpha Services Company of Rochester and their individual department. Employees who change jobs within a department or transfer to another department will receive additional orientation and training.

The purpose of the orientation will be to provide employees with information about their job duties and expected performance, to familiarize them with personnel policies and practices, to provide job safety orientation, to explain the employee benefit program, and to provide information on the objective and functions of each department as it contributes to the total operation of Alpha Services Company of Rochester. There is no pay for any pre-employment required tests. Training after hire is paid at the applicable state’s current minimum wage. Clinicians (Nurses & Therapists) will receive full pay for training done directly with the client. For instance, if the nurse goes into job shadow with a complex-level homecare nursing client, he/she will receive the rate of pay for complex-level homecare nursing during that training directly with the client. Nurses will be paid ½ of their highest negotiated pay rate for training outside of the client’s home, such as in the office, and for annual training such as Infection Control.

#### **Orientation /Training Period**

As a new employee, you are hired on an appraisal basis, which extends through the employee’s first ninety days of employment. The purpose of this period is to appraise the employee’s ability to perform in accordance with established job standards.

During the ninety-day orientation/training period, the employee's supervisor or department head meets with them to evaluate their job performance. If it is determined that more time is needed, your orientation/training period can be extended. The total period is not to exceed six months.

All Alpha Services Company of Rochester employees must receive training specific to their position with the company. Employees who fail to complete the required training will no longer be qualified for their position.

All employees will be trained in HIPAA, Rules of Conduct, Communication, Boundaries, and other topics as required.

- ❖ Annual Training in the following areas will be required of all employees (training topics may change at any time due to regulatory requirements): Vulnerable Adult, Child Maltreatment, Fraud, Waste, and Abuse, First Aid Basics, Safe Driving, Emergency Preparedness, and Cultural Competency.

Employees must pass a background check in the state they will work in before being allowed to work with any of our clients. If at any time the background status changes, the employee will no longer be able to work. If the employee's background does not pass, only after the person requests reconsideration AND the agency receives notice from the state that the background has been set aside can that person be considered for employment to work with clients.

Training requirements may change at any time as deemed necessary by company management and/or state/federal requirements. Training is done at Orientation and ongoing (annually) throughout one's employment with our company.

Alpha Services Company of Rochester reserves the right to dismiss an employee without notice during your orientation/training period for any reason, including marginal work performance or personal misconduct. **(HR Policy B3, B5, B19, B32)**

## **2.4 Performance Expectations/Evaluations**

All employees are expected to do their best job on the work assigned to them. It is expected that each employee will put his/her full effort into producing the highest quality work product. The job description is presented to each employee at new hire orientation and whenever the employee changes position. Each employee is expected to fulfill all requirements of the job description. Failure to comply with the requirement listed on the job description is considered negligence of duties and is grounds for disciplinary action, including termination of employment. Any employee who is unsure of any part of their job duties must contact their supervisor for clarification and further training if necessary.

Evaluations are completed after the 90-day probationary period has expired and then annually thereafter. This is the minimum evaluation requirement. Evaluations may be completed on a more frequent basis as deemed necessary by the supervisor or management team.

Respect your supervisor's judgment. Listen carefully to his/her instruction. Each employee should carry out work assignments to the best of his/her ability. Doing a good job also requires an employee to think for him or herself. Feel free to ask questions and make constructive suggestions.

Employees are expected to come to work with a positive attitude. Mental alertness and physical health are important in your ability to perform to your highest ability. Use good judgment. Be prompt in attendance. Cooperate with fellow employees. We are striving to create a "team environment." We all play an important role in the organization's overall success. **(HR Policy B23)**

### **3. EMPLOYMENT RECORDS**

#### **3.1 Access to Personnel Files**

Alpha Services Company of Rochester maintains a personnel file on each employee. Each file contains job-related and personal information about the employee. This includes but is not limited to the employee's application/resume, basic identifying information (employee's name, address, telephone number, and job title), orientation paperwork, pay adjustments, performance reviews, and disciplinary actions.

Current employees, as well as former employees, have a right to view their personnel file. Access will be given only in the presence of the Human Resource or other designated person. Alpha Services Company of Rochester reserves the right to remove certain sensitive information, including third-party references, confidential management documents, and items related to ongoing security or criminal investigations, before granting access to a file according to state law. **(HR Policy B18)**

#### **3.2 Personal Data Changes**

It is important that personal data of all employees, such as address, e-mail, telephone number, name changes, number of deductions, and tax with-holding information be kept current. Each employee should report any changes to their direct supervisor so that the information can be forwarded to HR/Payroll. The company will not release personal data to anyone outside of the company unless the employee gives permission for the company to do so or if the company is under order by state or federal law. **(HR Policy B18)**

#### **3.3 Employment Application/Resume**

Alpha Services Company of Rochester relies upon the accuracy of the information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information may result in the company's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment. **(HR Policy B18)**

#### **3.4 Job Classifications:**

- **Full Time Permanent Employees**  
ALPHA SERVICES COMPANY OF ROCHESTER employees who work 36 hours per week are considered permanent full-time employees.
- **Part Time Permanent Employees**  
ALPHA SERVICES COMPANY OF ROCHESTER employees who work 20-35.99 hours per week are considered permanent part time employees.
- **Per Diem Employees**  
Employees who work an irregular schedule of less than 20 hours per week are considered per diem and not eligible for benefits.

**(HR Policy B18)**

## 4. BENEFITS/LEAVE

### 4.1 Holidays

Paid Holidays observed by Alpha Services Company of Rochester include: New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, and Christmas You must work on the holiday between the hours of 12:00am (midnight) and 11:59pm to be eligible to receive holiday pay. (please note that Good Friday is a day that all Joseph Companies offices are closed but is not eligible for holiday pay). Holiday pay for homemaker and companionship direct care workers is \$12.00 per hour (maximum). If these direct care workers' regular pay is more than \$12.00/hour, then they will be paid their regular pay per hour for hours worked on the holiday.

Home & Community Based Services Habilitation(Prevocational/Skills Training & Development) Services Staff (formerly called ILS-Independent Living Skills) employees will receive time and a half for holiday pay.

*Office Positions:* Salaried (Exempt) employees are paid their normal salary for holidays that the offices are closed. Hourly (non-exempt) office employees are not paid for days offices are closed but can use paid time off if they choose. They may also work with their supervisor to work their weekly scheduled hours during days the office is open during the designated holiday week.

#### **(HR Policy B35)**

### 4.2 Jury-Duty/Military-Duty Leave:

Employees will be granted a leave for them to fulfill their civic responsibilities of Jury Duty or limited military duty for the National Guards or Reserves. Employee will turn in a Leave of Absence form to communicate to his/her supervisor that he/she must be absent from work. Should either obligation extend beyond a two-week period, an individual review of employee status will be undertaken by the Administration. All applicable employment laws will be adhered to as they apply to the employee's situation.

Employees called to serve on Jury Duty will be paid their normal wage that would have been received for hours they would have worked during the time the employee serves on Jury Duty (minus the pay that is received by the employee from the government for the Jury Duty). Employee must provide a "pay stub" from the government showing the dates that he/she served on Jury Duty and the total amount paid. This information will be turned into the employee's supervisor and then forwarded to HR Department for approval for payroll processing. **(HR Policy B6)**

### 4.3 Family/Medical Leave (FMLA):

If any employee is unable to work because of personal illness, medical disability, illness of a family member, or military duty, he/she must submit a Leave Request form to his/her direct supervisor which will be forwarded to HR, with the reason, anticipated commencement date, and probable duration of the leave. The employee will mark the leave form as FMLA for HR to review FMLA eligibility. If the employee meets eligibility requirements, the company may grant a leave of absence (medical or military-related) without pay in accordance with current state and federal laws. Details regarding the Family Medical Leave Act are posted in each office. The Company requires periodic verification of the employee's inability to work in the form of a physician's statement. For FMLA eligibility requirements, please see notice posted in your local office or visit [Fact Sheet #28: The Family and Medical Leave Act | U.S. Department of Labor \(dol.gov\)](#) **(HR Policy B6)**

**4.4 Time-Off (Paid & Unpaid) and Time-off Requests**

Alpha Services Company of Rochester offers qualified employees Paid Time Off benefits as outlined below:

Only permanent part-time and permanent full-time employees are eligible for PTO benefit, which includes management, supervisory, and office staff as well as certain direct care employees. Direct care employees that are eligible for PTO are Nurses, Therapists, and HHA and ILS workers who fall in one of the above categories (P.F.T. or P.P.T). Homemaker & other supportive homecare workers employees are not eligible for PTO, regardless of how many hours they work per week.

**Description of Employment Statuses:**

Permanent Full-time (P.F.T): Employees who are regularly scheduled at least 36 hours every week.

Permanent Part-time (P.P.T): Employees who are regularly scheduled 20 – 35.99 hours per week.

PTO (Paid Time Off) accrues based on actual hours worked by the employee. For instance, if the employee works 36 hours/week, he or she will accrue full-time PTO. If the employee works 20 hours one week and does not have any PTO to cover the other 20 hours that he/she is off, then part-time PTO will be accrued. If PTO covers the time off to make it a 36-hour work week (20 hours work + 16 hours PTO= 36 hours) then full-time PTO will still accrue. This policy applies to exempt and non-exempt positions.

Employees must complete their 90-day probationary period before being able to use any PTO. Employees will accrue during these 90 days but cannot use the PTO until they complete the Probationary Period.

Employees will accrue the following amount of PTO according to their employment status and number of years with the company:

<b>Employee Type</b>	<b>Years in service</b>	<b>PTO hours</b>	<b>Accrued hours /pay period</b>
Full-Time	1	80	3.076
	2	104	4.000
	3	144	5.538
	5	160	6.153
	10	200	7.692
Part-Time	1	40	1.538
	2	52	2.000
	3	72	2.769
	5	80	3.076
	10	100	3.846

This total accrual listed above is the maximum that the employee can have on their PTO account at any given time. Once an employee has reached their current accrual maximum, based on the employee’s employment status and number of years of service with the company, they will not accrue additional PTO hours until they use some of their PTO and the PTO hours that would have accrued will be lost. This policy is in place to encourage employees to use their PTO.

PTO will accrue each pay period according to the employee’s payroll schedule and based on the employment status and years of services. Employees can use their PTO as they accrue it. PTO is not granted lump sum.

Employees are not able to be given a “payout” for PTO not used.

PTO cannot be used during an employee's resignation period, which is the notice to end employment. The resignation period differs according to the employee's position:

<b>Position</b>	<b>Resignation Notice</b>
Direct Care Workers such as group home Direct Support Staff and Home & Community Based Services Staff	<i>2-weeks' Notice</i>
Management, Supervisory & Office Staff, Clinicians & Other Professionals	<i>30-day Notice</i>

This Resignation Notice must be honored and fulfilled, or PTO will be forfeited. This Resignation Notice must be submitted in writing to the employee's supervisor. For instance, if a person gives a 30-day notice that person must be present at work and fulfilling their regular schedule during that 30 days to maintain their accrued PTO benefit.

The employee should use PTO that has been accrued prior to the resignation period; any PTO not used will be submitted for payout after the resignation period has been honored and fulfilled. By law, an employee may end the employment relationship at any time; however, if the employee does not give this notice, PTO benefit will be forfeited. Any employee who is terminated or quits without notice will forfeit any earned PTO.

### **Time-Off Requests**

A Leave Request must be filled out and given to the employee's supervisor, noting whether PTO will be used or if absence will be time off without pay. (The Leave Request form is available at the employee's local office). Employees will refer to their most recent paystub for PTO balance. It is ultimately up to the employee's supervisor to approve or disapprove the PTO request based on staffing needs, workload, deadlines, etc...

When requesting time off (with or without pay), employees must abide by the following time requirements when requesting time off:

Paid Vacation (one or more weeks requested off): 4 weeks notice  
Taking PTO due to illness/bereavement: 4 hours or as soon as possible within reasonable timeframe  
Personal Day(s) off/Time off Without Pay: 2 weeks notice

Following the above time requirements helps for planning to make sure your work and/or shifts can be covered while you are gone. Remember, communication and planning are very important to ensure that proper arrangements can be made for your job duties to be covered while you are gone. The more advance notice you give when requesting time off, the better your chances are for approval of your request. Emergency situations and last-minute requests are evaluated on a case-by-case basis and are subject to supervisor approval.

### **Bereavement Leave**

Alpha Services Company of Rochester and her affiliates grants Bereavement Leave separate from regular PTO for employees qualified for the regular PTO policy. Employees must have fulfilled their 90-day probationary period to be qualified for Bereavement Leave.

The following are the two types of Bereavement Leave that we offer:

Full Bereavement Leave: Up to 24 hours of Bereavement Leave for PFT and 12 hours for PPT will be granted in the case of the death of an immediate family member. Immediate family members include husband, wife, parent, child, sibling, grandparent, parent-in-law, son-in-law, and daughter-in-law. Memorial documentation, obituary, or other documentation from the funeral will be required to receive Full Bereavement Leave.

Funeral Leave: Up to 8 hours of Funeral Leave for PFT and 4 hours for PPT is granted in the case of the death of sister-in-law or brother-in-law. Memorial documentation, obituary, or other documentation from the funeral will be required to receive Funeral Leave.

### **Employees Ineligible for PTO**

Home & Community Based Services staff will not accrue PTO (with exception of Home & Community Based Services Habilitation-Prevocational/Skills Training & Development Services Staff; formerly called ILS-Independent Living Skills). Any time off must be communicated to the employee's supervisor and will be time off without pay. Adequate advance notice is required when requesting time off. Extended periods of time-off (more than one week) require at least 4 weeks advance notice to employee's supervisor. Short-term time-off requests (less than one week) require at least "2 Weeks' Notice" notice. Sickness, emergencies, and other unplanned time-off requests must be communicated to employee's supervisor at least 4 hours in advance of shift start time. Any employee that does not abide by these time requirements will be required to find a qualified replacement for their shift and must notify their supervisor of their inability to make it to work. **(HR Policy B35)**

### **4.5 Other Benefits**

Additional Benefits offered to qualified employees include but may not be limited to:

- Employer Paid Life & Accident Insurance through Aflac
- Employee Group Health/Dental/Vision Plan
- Verizon Wireless Employee Discount
- 401(k) Retirement Account with Employer Matching
- Nurse Shift Differential for overnights (11:00pm-7:00am) and weekends (12:00am on Saturday to 11:59 on Sunday) of +\$1.00/hr (cannot double up; if working overnight on weekend, the total shift differential is +\$1.00/hour total).

For details regarding these and other employee benefits, please see our most current Employee Benefits Summary available on our company employee benefits website: [www.internationalquality.info/employee-benefits/](http://www.internationalquality.info/employee-benefits/). Alpha Services Company of Rochester reserves the right to make changes and amendments to employee benefits at any time without notice. **(HR Policy B35)**

## **5. PAYROLL**

### **5.1 Work Week/Pay Periods**

The work week at Alpha Services Company of Rochester is from 12:00 am on Monday to 11:59 pm on the following Sunday. This time frame is used to calculate weekly earning as well as any overtime wages that may have been worked. Each payroll period consists of two work weeks, 14 total days.

### **5.2 Paychecks & Deductions**

It is the policy of Alpha Services Company of Rochester to pay employees by check or direct deposit on a bi-weekly (every other week) pay period basis. Checks are mailed out by the company on Thursday evening of payroll week, to be received by employees by the next day (Friday) or soon thereafter. Because we cannot guarantee a prompt delivery on behalf of the USPS, we do encourage direct deposit. Employees can sign up for direct deposit at new hire orientation or any time during their employment by filling out an Authorization for Direct Deposit form provided by their supervisor. Direct deposits are issued the morning of payroll Friday.

There are twenty-six pay days annually. Paychecks are not issued in advance of payday. An employee may authorize another individual to receive his/her paycheck. The employee must designate in writing the name of the individual they have authorized to receive their paycheck.

The payroll schedule is given to all employees at new hire orientation and is updated annually at the beginning of each year. Updated payroll schedules can be obtained through your local office or on our company website: [www.internationalquality.info/calendar/](http://www.internationalquality.info/calendar/) (HR Policy B22)

#### Payroll Deductions:

State, Federal, Social Security and Medicare taxes are deducted automatically from employee paychecks. No other deductions are made unless required or allowed by law or employee obligation. Employees may elect to have additional voluntary deductions taken from their pay only if they authorize the deduction in writing.

#### Federal and State:

Alpha Services Company of Rochester is required by law to make deductions from your pay for federal income tax and for social security and Medicare under the Federal Income Contribution Act (FICA). In addition, state law requires deductions for applicable state income tax.

Before you receive your first paycheck, a W4 form needs to be completed stating the number of withholding exemptions that you wish to claim. A new W4 can be completed any time an employee wants to make changes to their marital status and/or number of exemptions by contacting their local office.

#### Garnishments

Deductions from your paycheck may be made for Court-Ordered garnishments.

#### Child Support Withholding Orders

Under the applicable state's New Hire Reporting law, Alpha Services Company of Rochester must report information on their employees to the New Hire Reporting Center that the employee is working in. This requirement includes all rehired employees who return to work after ninety (90) days. Employees are required to complete the applicable state's New Hire Reporting Form. If your employment is terminated or the court ordered periodical payment terminates, you must notify the public agency responsible for child support enforcement of the termination within ten days of the applicable termination date. The notice must include your home address and, if applicable, the name and address of your employer or other payer of funds.

#### Medical/Dental Premiums

Applicable premiums for medical/dental coverage will be deducted every pay period.

#### Voluntary Deductions

Employees may request voluntary deductions from their paycheck for contributions to their desired charity, and for their Pension Plan payments. Please contact the Payroll Office to make these arrangements by emailing [payroll@joecointl.com](mailto:payroll@joecointl.com).

#### Payroll Advances

Advances on payroll are not made for any reason. Payment of wages is only for those hours worked.

## Paystubs

Employees may access their paystubs each pay period online at the following website:

[www.greenemployee.com](http://www.greenemployee.com)

Please see your direct supervisor for instructions on how to access your paystub online. **(HR Policy B22)**

Printed paystubs will be provided to employees upon request to their direct supervisor or by sending an email to [HR@joecointl.com](mailto:HR@joecointl.com).

## Back-Pay for Errors in Pay Rate

Each employee is given access to their paystub electronically via Greenshades login. Employees should be reviewing their paystubs regularly. If an error in the pay rate is discovered, Alpha Services Company of Rochester will go back no further than 6 months when we do the pay adjustment. For instance, say an employee was under the impression they were hired at \$10.25/hour and the supervisor notified HR that the rate is \$10/hour. If a year passes before the caregiver realized the pay rate error, the company will back-pay the \$.25 difference up to a maximum of 6 months. Therefore, it is important to check your paystub regularly.

## Replacement Checks

In the case that an employee's paycheck is delayed in the mail or if an employee misplaces or if an employee's paycheck is lost or stolen, a replacement check can be issued by payroll. For paychecks delayed in the mail, five (5) days must elapse before the employee can request that a new check be issued. The replacement check will be issued no sooner than 10 days from the payroll date. There is a \$35.00 fee for replacement checks that must be paid prior to the replacement check being issued. This fee is used to cover the cancellation fee paid to the financial institution for the check that was misplaced or lost. (This fee is subject to change at any time by the agency in accordance with any changes to the fee charged by the financial institution). If the original check is found after a replacement check is issued, the original check must be returned promptly to the Alpha Services Company of Rochester office. Employees are responsible for notifying their direct supervisor of any change in address to ensure that paychecks are mailed to the appropriate address.

If the lost or stolen paycheck is cashed by someone other than the employee, the employee must sign an Affidavit of Forgery.

## **5.3 Time Sheets**

Employees are paid according to information submitted on time sheets. All employees are responsible for completing their time sheets and other records of time worked, if applicable, and submitting them to their supervisor. Payroll is not issued if the required documentation is not received. Timesheets must be received by 12:00 noon on payroll Monday to get paid for the current applicable pay period. If timesheets are not received by this deadline, if there are errors on the timesheets that are turned in, and if these errors are not corrected by the deadline the employee will be paid the following pay period.

Alpha Services Company of Rochester timesheets (which include all forms of timesheets, including telephony and mobile application timesheets) provide the record of time worked and are the basis of Alpha Services Company of Rochester billing to insurance and/or governmental agencies. Falsification of any of these documents may result in disciplinary action, termination and/or criminal fraud charges. The time sheet must be completed by the employee and forwarded to the supervisor. The supervisor will then approve the hours on the timesheets by verifying them against the client's care plan and then enter the information into the company's payroll system. If an employee's supervisor discovers that an employee is not working the appropriate hours in accordance with the client's care plan (such as submitting more hours than authorized), the employee will be

contacted to let him/her know of the error. Continued disregard of working the assigned number of hours according to the client's care plan will lead to disciplinary action which may include written counseling, suspension, and/or termination.

Employees who discover an error in their paycheck should notify the Payroll Department. If an error has been made, in most cases, an adjusted check is issued prior to the next payroll date. **(HR Policy B33)**

## **6. CLIENT/EMPLOYEE TRANSFERS FROM OTHER AGENCIES**

### **6.1 Policy for Clients and Caregivers Transferring from Another Agency (this section applicable to Home & Community Based Services -HCBS. Section 6.1 does not apply to Group Homes).**

Special care must be exercised when a potential client wishes to transfer from another agency to Alpha Services Company of Rochester. In order to prevent conflicts of interest and avoid any appearance of impropriety; Alpha Services Company of Rochester will make every effort to ensure the client is comfortable with the switch in agencies and is informed of any possible lapse in service.

**IT IS THE POLICY OF ALPHA SERVICES COMPANY OF ROCHESTER TO NOT PAY 'RUNNER' FEES TO ANY PERSON FOR THE TRANSFER OF A NEW CLIENT TO ALPHA SERVICES COMPANY OF ROCHESTER FROM ANOTHER AGENCY, NOR WILL ALPHA SERVICES COMPANY OF ROCHESTER EVER EMPLOY ANY PERSON FOR THIS PURPOSE.**

#### Part 1: POTENTIAL NEW CLIENT

If a potential new client contacts Alpha Services Company of Rochester and wishes to transfer his or her care from another agency, Alpha Services Company of Rochester will then inquire if the potential client has a caregiver currently in place. If so, and the caregiver also wishes to transfer to Alpha Services Company of Rochester, the following steps shall occur:

1. Verify that the potential client remains eligible for homecare services;
2. Have the potential employee complete the employee application and send necessary documents for completion of a background check in the applicable state of employment;
3. Inform all parties that in no event should the potential client leave their current agency until the potential employee has been cleared and oriented for Alpha Services Company of Rochester;
4. When the agency has received a request from a client or responsible party, a nurse from the agency will meet with the person, explain the agencies services, assess the client's needs, and determine if the agency can meet his/her needs. If all agree with changing providers, the potential client will sign the Change of Agency request form. The agency representative will clearly indicate when services will begin. The client will be instructed to contact his/her case manager to inform him/her that the changes are taking place. It is the potential client's responsibility to contact the current provider to ensure a coordinated transfer will occur. The change of agency process will not be conducted by or through the paid caregiver.
5. Inform the potential employee and client that no payment shall be made to the employee until authorization has been given from the insurer. During the waiting period for authorization and background check of the employee, Alpha Services Company of Rochester will contact the case manager, if one is assigned, to discuss any special circumstances, such as flex units, which may exist on the file.
6. If the client does not have an employee who wishes to transfer to Alpha Services Company of Rochester, then Alpha Services Company of Rochester shall find staff for the client, taking into consideration the needs of the client and any other special circumstances that may exist.

Throughout the entire process, Alpha Services Company of Rochester shall ensure that the client understands that it is his/her choice as to which agency shall provide services, and under no circumstances shall any representative of Alpha Services Company of Rochester attempt to coerce or in any way influence the choice of

agencies. Rather, Alpha Services Company of Rochester shall fully explain the process outlined above and facilitate the transfer such that no lapse in services shall occur.

#### Part 2: POTENTIAL NEW EMPLOYEE WITH CURRENT CLIENTS

1. When a potential new employee contacts Alpha Services Company of Rochester in regard to employment possibilities, Alpha Services Company of Rochester will ask them to fill out an application, which includes a background check in the applicable state of employment.
2. Once an employment interview takes place and it has been determined that the applicant will be hired by our company and after the background check is complete, the potential employee will participate in Alpha Services Company of Rochester orientation and will then be eligible to work with Alpha Services Company of Rochester clients.
3. If the employee is working with clients from another agency, at no time will Alpha Services Company of Rochester allow, support, or tolerate the caregiver in efforts to entice a client to switch agencies. It is this situation that poses the greatest risk for problems since it is the client (or responsible party) who makes the choice of agencies. There must never be pressure put on the client, either by a caregiver or Alpha Services Company of Rochester staff to switch from one agency to another. **(Service Policy C36)**

#### 6.2 Non-Competition Agreement

All Alpha Services Company of Rochester employees are subject to a Non-Competition Agreement, which each employee will review and sign at Orientation. The Agreement states the following:

**WHEREAS**, in connection with employment at Alpha Services Company of Rochester, it will be necessary for the Corporation to disclose certain Confidential Information (defined below) relating to the operations and customers of Alpha Services Company of Rochester to its employees.

**WHEREAS**, this information has been developed by Alpha Services Company of Rochester at significant effort and expense for the purpose of providing satisfactory service to its customers.

**WHEREAS**, disclosure to or use by third parties of any Alpha Services Company of Rochester's confidential or proprietary information, or trade secrets, or unauthorized use of such information by employees, would seriously harm the Corporation and cause monetary loss that would be difficult, if not impossible, to measure.

**THEREFORE**, in consideration of employment at Alpha Services Company of Rochester, the parties agree as follows:

##### **A. Nondisclosure/Confidential Information:**

1. "Confidential Information" means any information consistent with the purpose stated above which is disclosed in any tangible form, or information which is disclosed orally or visually, or is discussed, delivered, or disclosed to and relates to Alpha Services Company of Rochester, irrespective of its source and all information which the Corporation identifies as being "confidential" or "trade secret" shall be presumed to be Confidential Information. The term includes any information or compilation of information to Alpha Services Company of Rochester and which relates to its existing or reasonably foreseeable business, including, but not limited to, trade secrets and information contained in or relating to processes, techniques, customer lists, policies, manuals, diagrams, charts, photographs, films, videotapes, sound recording, computer programs, computer lists, present or past price lists, financial records or reports, contracts, correspondence, corporate records and all other customer information, and all information about products used by Alpha Services Company of Rochester.

2. During Employee's employment and at all times thereafter, Employee agrees to hold in strictest confidence and to never disclose, furnish, communicate, make accessible to any person or use in any way for the Employee's own or another's benefit any Confidential Information to permit the same to be used in competition with Alpha Services Company of Rochester. Employee agrees to refrain from such acts and omissions which would reduce the value of the Confidential Information to Alpha Services Company of Rochester.
3. If either Alpha Services Company of Rochester or the employee terminates employment, Employee will deliver to Alpha Services Company of Rochester property, including work in progress, originals and copies of business forms, catalogs, customer lists, financial information, and all other material in Employee's possession or control which belongs to Alpha Services Company of Rochester or contains information subject to this agreement.

**B. Non-Competition:**

During Employee's employment and for a period of thirty (30) days after end of employment or termination for any reason, Employee agrees to not work in the same facility or for the same client in which the Employee was working while an employee of Alpha Services Company of Rochester without the express written consent of the Corporation. Employee furthermore agrees that for a period of one year after the termination of Employee's employment, regardless of whether Employee's termination is voluntary or involuntary, he/she will not directly or indirectly, solicit, or aid in the soliciting any business or individual relating to the services provided by Employer from any person or entity that has been a customer or client of Employer or any of its divisions or subsidiaries as of the date of such termination of employment.

**C. Non-Solicitation:**

Employee agrees not to induce or solicit any employee of Alpha Services Company of Rochester to leave employment for the purpose of competing with the Corporation for a period of six (6) months following termination of employment for any reason.

**D. Miscellaneous:**

1. This agreement shall be governed by the laws of the states of MN & WI (whichever is applicable to where employee is working) without regard to conflicts of law provisions.
2. Employee agrees that in the event of violation by Employee of the Agreement against competition, Employee will pay liquidated damages to Alpha Services Company of Rochester in the amount of Two Thousand Five Hundred Dollars (\$2500.00).
3. It is recognized and agreed that damages in such event of a violation of disclosure, solicitation, and competition are difficult to ascertain, though great and irreparable, and that this agreement with respect to liquidated damages shall in on event disqualify Alpha Services Company of Rochester from seeking injunctive relief and / or any other remedy allowed by law, and collect from Employee reasonable attorney's fees and costs incurred in bringing any action against Employee or otherwise enforcing the terms of this Agreement.
4. The provisions of this Agreement are servable and are subject to lawful modification by a court of competent jurisdiction. In the event any provision may be held to be invalid by such court, this Agreement shall be interpreted as if such invalid provision were not contained in the Agreement.
5. This Agreement shall be binding upon the parties, their heirs, successors and assigns.

6. Employee's action in not enforcing a breach of any part of this Agreement shall not prevent Employer from enforcing it as to any other breach of this Agreement that Employer discovers.
7. Employee understands that nothing in this agreement alter Employee's "at will" status.
  - a. Employee understands that he/she may be terminated for any legal reason, with or without notice to Employee, and is free to resign employment at any time.
8. This Agreement contains the entire agreement between the parties. It may only be changed by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought. **(HR Policy B4)**

## **7. SAFETY & SECURITY**

### **7.1 Workers Compensation**

All employees must promptly report to their supervisor all injuries suffered because of employment activity at or on behalf of Alpha Services Company of Rochester. Alpha Services Company of Rochester maintains Worker's Compensation Insurance. In the event of an injury on the job, you may qualify for benefits under the Worker's Compensation Law. To activate worker's compensation benefits, it is very important that injuries are reported immediately (within 24 hours of the injury). Employees are required to report all work-related injuries via our work comp hotline: 844-847-8708. Accident Investigation and Review forms are in each office and will be filled out by the employee's direct supervisor then forwarded to HR@joecointl.com.

Alpha Services Company of Rochester is required by law to record data on all workplace injuries and accidents. **(HR Policy B2, B27)**

### **7.2 Bomb or Other Serious Threats**

If program staff receive threatening phone calls, mail or e-mail, the supervisor is to be notified immediately. If the Designated Coordinator cannot be reached by phone, staff will call the Designated Manager. The Designated Manager will ensure that the law enforcement center and the Case Manager(s) are notified of the situation. Phone numbers will be posted by the phones at each facility.

If program staff receive a bomb threat either by phone or mail, staff will immediately assist all consumers to evacuate the premises and go to the designated site used in the event of a fire. Once secured at the designated site, staff will call 911 and remain on the line until told to hang up. ***A cell phone should not be used within 350 feet of the suspected bomb location. Radio and cell phone frequencies could possibly detonate an explosive device.*** Staff will assist consumers with the following instructions of law enforcement personnel. As soon as possible, the Designated Coordinator will be notified of the situation. In all situations of bomb threats or other threatening phone calls or serious threats via mail or e-mail, Incident Reports will be completed by the staff receiving the threats within 24 hours of the incident.

## **8. CONDUCT & DISCIPLINARY ACTION**

**PLEASE NOTE:** The Rules of Conduct contained in this section are designed for the benefit of all employees and will be implemented by the company in a fair and nondiscriminatory manner. Any questions pertaining to the Company's disciplinary procedures or policies may be discussed with the employee's supervisor or an administrator of the Company. Likewise, an employee may discuss any disciplinary action taken against him/her with his/her supervisor or an administrator of the Company.

Employees must be positive and appropriate role models for the people they serve. Employee conduct must ensure the safety and well being of the people served and promote a positive and respectful working environment for all employees. Alpha Services Company of Rochester expects employees to act with a positive attitude and with the best interests of the people served in mind. Employees must not only act ethically but must also report unacceptable activities by other employees.

While impossible to detail every work situation and recommended conduct, the following are some examples of positive and role modeling behaviors:

1. Reporting to work punctually as scheduled.
2. Using respectful and courteous language (profanity and abusive language is never respectful or courteous).
3. Wearing clothing appropriate for the work being performed.
4. Complying with safety standards –use of transfer belts, back braces, proper lifting, mechanics, seat belts, wheelchair belts.
5. Maintaining workplace cleanliness and orderliness
6. Reporting unethical, suspicious, or illegal conduct by other employees
7. Using work time efficiently and effectively to promote the best interest of the people served.

To accomplish these goals, it is the policy of Alpha Services Company of Rochester that certain rules and regulations regarding employee behavior are necessary to set the standards of acceptable behavior and provide guidance to employees. While impossible to detail every situation, the following are examples of conduct that is prohibited and may result in disciplinary action or termination: The following list of rules and regulations, while neither exhaustive nor all-inclusive, applies to all employees and provides examples of unacceptable personal conduct that may lead to disciplinary action and/or termination.

The Company anticipates and hopes that discipline of an employee will seldom be necessary, but employees have the right to be aware of those infractions that could lead to discipline and/or dismissal.

### **8.1 Employee Rules of Conduct**

1. Excessive absenteeism or tardiness.
2. Failure to report an unexcused absence properly.
3. Leaving work area during regular work hours without permission.
4. Use of obscene, abusive, or threatening language.
5. Unauthorized use of company telecommunications (phone, computer, etc) devices for personal use.
6. Creating unsafe or unsanitary conditions.
7. Smoking in prohibited areas, such as in or around client's home.
8. Reporting to work under the influence of liquor or narcotics.
9. Being absent from work without an approved excuse.
10. Unauthorized presence on property (when not on schedule).
11. Working over forty hours (overtime) in a company designated work week without prior approval from management.
12. Refusal to comply with overtime requirement as deemed necessary due to staff absence and emergency situations.
13. Borrowing/lending money, accepting gift from a client.
14. Development of a non-professional relationship or inappropriate physical contact with a client.
15. Unauthorized use or disclosure of information of records.
16. Insubordination- Refusal to comply with instructions of a supervisor or other deliberate & inexcusable refusal to obey a reasonable order which relates to an employee's job function.
17. Refusal to accept a proper job assignment.
18. Falsifying timecards or work records.
19. Falsifying application for employment.

20. Sexual Harassment of staff or client.
21. Malicious damage to employer's and client's property.
22. Theft from fellow workers, clients or of employer's property.
23. Sleeping on the job.
24. Fighting or horseplay.
25. Breach of confidentiality in program or client matters.
26. Be involved in verbal argument with or in front of clients.
27. Borrowing or taking any client's or any of the program's money or personal property.
28. Violate traffic laws or reckless use of program vehicles.
29. A Background Criminal Investigation with conviction(s) of criminal offense which compromises client, program safety.
30. Hindering the outcome of an investigation including falsifying information, misrepresentation and/or omission of pertinent information.
31. Excessive tardiness in filing required reports.
32. Failure to report a work-related accident within 24 hours to your supervisor.
33. We value the diversity of our workforce and will not tolerate discriminatory behavior or remarks, disrespect, gossip, or other behavior that causes conflict and an unpleasant working atmosphere.
34. Displaying behavior or conduct that is violation of the company's values (Faith, Integrity, Respect, Professionalism, and Teamwork) or contradicts our mission and vision.

The following behavior will result in immediate and automatic dismissal:

1. Bringing any of the following items to work:
  - Marijuana or any other drug (except those prescribed by a doctor for your personal use)
  - Alcoholic beverages
  - Weapons of any sort including firearms.
  - Fireworks or any kind of explosives.
2. Physical abuse of any kind to clients (any incident of abuse or behavior involving physical or verbal abuse or patient neglect is strictly forbidden and must be reported to supervisory personnel)
3. Any sexual contact with a client.
4. Use of corporal punishment with clients.
5. Depriving clients of meals as punishments.
6. Unauthorized use of mechanical or chemical restraints.
7. HIPAA violation and other unauthorized disclosure of confidential information.

## 8.2 Disciplinary Action

Supervisors must identify and inform employees of:

1. **What is expected.**
2. **When expectations are not met.**
3. **What must be done to correct inappropriate behavior or performance.**

Alpha Services Company of Rochester supervisory and management staff will use a "Counseling/Coaching Notice" system to address any employee conduct or performance issues. These notices may be in verbal or written form and will be documented in the employee's file. Employees receiving these notices are subject to disciplinary action, including but not limited to suspension without pay and termination.

If the employee refuses to sign the warning, another supervisor or office staff should be immediately brought in and asked to sign and witness that the employee has seen but refused to sign the warning. The employee has a right to voice grievances regarding disciplinary or termination actions through an appeal by contacting our Compliance Department at [compliance@joecointl.com](mailto:compliance@joecointl.com). **(HR Policy B25)**

### 8.3 Harassment

The purpose of our harassment policy is to provide a work environment free from unlawful harassment. Harassment based upon a person's sex, race, color, religion, national origin, age, disability, marital status, or any other status protected by law is unlawful under federal, state, and/or local laws and will not be tolerated.

#### Types of Harassment:

**Unlawful Harassment:** Harassment is verbal, physical, or visual conduct that shows hostility or aversion toward an individual because of his/her race, color, religion, gender, national origin, age, disability, creed, marital status, status with regard to public assistance or sexual orientation, and has the purpose of or effect of creating an intimidating, hostile, or offensive work environment that unreasonably interferes with an individual's work performance. **(HR Policy B28)**

**Sexual Harassment:** Harassment based on sex is a violation of the law. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Submission to such conduct is a condition of employment,
2. Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual, or
3. Such conduct has the effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

It is the policy of Alpha Services Company of Rochester to forbid any practice that may constitute sexual harassment or harassment, which could create an offensive work environment. As a business that serves the public, we will not tolerate any behavior, actions, publications, posters, clothing, or languages, which are found to be offensive to any employee, customer, or visitor.

Employees who have complaints must direct these complaints immediately to their supervisor, the Compliance Department via email at [Compliance@joecointl.com](mailto:Compliance@joecointl.com) or by calling (888) 995-4742 or Dr. Aderonke Mordi, CEO & President of Alpha Services Company of Rochester. Complaints will be investigated and will result in appropriate disciplinary actions, which may include reprimand, reassignment, demotion, or discharge. Retaliation for reporting incidents will also not be tolerated. If you have concerns about retaliation, please report them to your supervisor. **(HR Policy B26)**

### 8.4 Attendance and Punctuality

A good attendance record is one way an employee contributes to the successful operation of Alpha Services Company of Rochester. It is a factor that is considered prior to any job advancements and wage increase.

To be considered "on time," an employee must be at their designated worksite at their scheduled starting time. For any absence or tardiness that is unplanned, it is the employee's responsibility to notify his/her supervisor in accordance with the applicable time requirements (please see section regarding Time Off Requests). Employees that do not abide by these time requirements will be responsible for finding a replacement to cover his/her scheduled shift in addition to notifying the supervisor of their inability to make it to work. Notification must be given to the supervisor directly – text messages and answering machines/voicemail are not acceptable. In the event of an emergency that does not allow the employee to give the required notice, the employee must notify their supervisor as well as notify the site at which they are scheduled to work. Two No-Call, No-Shows to a scheduled shift will result in reprimand and immediate termination. **(HR Policy B18)**

### 8.5 Personal Appearance

As representative of our organization, employees are expected to maintain a clean, well-groomed, and professional appearance while working. Each employee through his or her personal appearance plays an extremely important role in fostering professionalism among fellow employees, maintaining a safe working environment, and in contributing positively to the organization's image in the community. Appearance and attitude can have a tremendous impact on the perception of our residents and their best interests. Employees are made aware of specific guidelines of our company's dress code policy during Orientation. Employees should contact their supervisor if they need clarification or if they have any questions regarding appropriate work attire. An employee who reports to work improperly dressed or groomed may be sent home without pay to correct the deficiency in appearance. Repeated disregard of this the Dress Code Requirements may lead to disciplinary action. **(HR Policy B38)**

## **9. Electronic Communication/Privacy Policy**

### **9.1 Electronic Communication**

Alpha Services Company of Rochester has established the following policy that governs the use of telecommunication systems at the workplace, including, but not limited to, E-Mail, faxes, Internet, Microsoft Teams, and telephone communication. The Company reserves the right to amend these policies at any time without notice. An employee's use of the Company's computer, telephone, and E-mail systems constitutes the employee's agreement to abide by the Company policies governing the Company communication systems as set forth below, or as modified in the future.

1. **Business use:** All Internet, E-mail, fax, telephone, and other electronic communications are to be used primarily for business purposes, meaning that use of such equipment and systems must be job-related. Limited, occasional, or incidental use of these systems for personal purposes is acceptable, if done in a professional manner that does not interfere with business use.
2. **Telephone:** Alpha Services Company of Rochester asks that employees provide their supervisor with a phone number where they can be reached if it becomes necessary to contact them outside of their regular working hours. Except in cases of emergency, employees are not permitted to place or receive personal telephone calls on the business phone during schedule working hours.
3. **Business decorum:** Internet, E-mail, fax, and voice-mail messages reflect the company image. They should be composed in a professional manner that is similar to messages sent on company letterhead. Employees should keep in mind that electronic files are subject to review by others. Therefore, it is expected that employee statements in electronic messages and files will reflect favorably on the Company and on the employee.
4. **File management:** To keep the electronic communication systems and computer systems running efficiently:
  - a. All business-related files, documents, messages, etc., must be saved in compliance-approved storage devices, never on personal devices.
  - b. Old or archived files, documents, messages, etc., can be deleted once they have surpassed the mandated retention period. Please consult with your supervisor or compliance department for clarification on what can be deleted.
  - c. Employees should routinely delete all non-business E-mails, voicemails, and non-business-related files.
5. **Security Precaution/Malware:** Employees:
  - a. Need to be vigilant before opening files attached to E-mail, flash drives, from the Internet or other electronic devices. All suspicious or questionable files must be inspected by approved personnel before opening.

- b. Shall not connect personal devices (cell phones, flash drives, CD/DVD, etc.) or devices from third parties (vendors, salespersons, promotional items, etc.) to company computers without approval from supervisors and inspection by tech support.
  - c. Must charge company cell phones and tablets with authorized company-issued chargers and not be plugged into non-company equipment for any reason.
6. **Company property:** In addition to the system hardware, software, and all telecommunication devices, all electronic files and electronic messages are the property of the Company, whether composed, received or sent by the employee. Internet, E-mail, voice-email messages, and other electronic files constitute business records belonging to the company.
7. **Privacy and passwords:** Employees should not expect that messages or files are private because all are the property of the company. In addition, employees should be aware that deleted files may be retrieved and read by the company. The company reserves the right to retrieve, monitor, or review any messages or files in the company system and all Internet use. and may disclose such messages or use for any purpose without notice to the employee and without seeking permission of the employee. To preserve security, passwords will be created following accepted standards, changed every 60-90 days, and not replicated across different applications or sites. Employees must not disclose or share passwords with co-workers or outside parties, nor post or save where they can be easily discovered. However, Federal regulations require ALL employee passwords must be disclosed to the company Security Officer and secured.
8. **Solicitation prohibited:** Employees may not use any means of electronic communications to solicit for charitable or commercial ventures. Employees may not use the systems to proselytize for religious, political, or other causes.
9. **Proprietary information restrictions:** Sending or receiving, downloading or uploading any proprietary information is prohibited without prior authorization. Such information includes copyrighted materials, trade secrets, proprietary financial information, or similar materials. In addition, any pictures or audio/video recordings, whether by any computer/laptop, cell phone, or other electronic device, is prohibited unless approved by the Security Office or required in the employee's authorized practice using company approved devices.
10. **Anti-harassment policies applicable:** Company policies prohibiting sexual or other harassment are applicable to all electronic communication systems. Images or messages that contain pornographic images or foul, inappropriate, or offensive language, or those containing racial or ethnic slurs, or sexual innuendo, are prohibited. Accessing any Internet web site that contains pornography, offensive content or nudity would violate this policy.
11. **Confidentiality:** Employees are expected to respect the confidentiality of messages sent to others. Employees may not access or review E-mail or voice-mail messages that are not distributed to them unless approved by their superiors.
12. **Internet postings:** Employees must receive permission from their supervisor before posting messages to electronic chat or messaging services, list-servers, or similar public posting forums on the Internet. When posted, such messages must contain a disclaimer at the end of the message that: "The opinions expressed in this message are mine only, and do not reflect the opinion or position of my employer."
13. **Notification and reporting:** Employees who observe violations of these electronic communication policies shall notify their immediate supervisor or shall report the violation to a company officer. **(HR Policy B34)**

## 9.2 Privacy Policy

Alpha Services Company of Rochester has established the following privacy policy that governs all aspects of your employment whether on company premises or while you are performing your duties off-site. The company reserves the right to amend these policies at any time without notice.

Company property, offices, desks, machines, and equipment are Alpha Services Company of Rochester property and are not the employee's private workspace. Employee's property and workspace are subject to search and monitoring at any time while on company property and during working hours. This specifically includes, but is not limited to, the person, offices, desks, lunch boxes and/or briefcases. Anything employees bring to the workplace is subject to monitoring and search. The Administrator has the authority to open and review any mail or packages received at the company address (corporate or any branch office), regardless of the name of the person the mail or package is addressed to.

You should not bring anything dangerous, improper, or illegal to the workplace, such as weapons, drugs, pornography, or any other material that you do not want discovered or disclosed. **(HR Policy B29)**

## 10. Employee End of Employment

### 10.1 Resignations

Purpose: To promote a smooth transition from employment and keep other agency staff informed of all resignations.

Policy:

**All employee resignations should be in writing. Employees wishing to leave employment in good standing should follow these resignation notice requirements (failure give and fulfill resignation notice will result in forfeiture of paid time off balance):**

<b>Position</b>	<b>Resignation Notice</b>
Direct Care Workers such as PCA, HHA, Direct Support Staff, Homemaker, ILS, Respite Worker	2-Weeks' Notice
Management, Supervisory & Office Staff, Nurses & Therapists	30-day Notice

In the case that an employee gives a verbal rather than a written resignation, the employee's supervisor will document in detail the person's name, date of resignation, reason for resignation, last day of work, and any other necessary details regarding the employee's end of employment and forward this information via End of Employment Form to HR Department (and keep copy of documentation in employee's file).

Procedure:

- Upon verbal or written notice, the employee should notify appropriate staff of the resignation.
- Every attempt should be made to have the employee submit the resignation in writing.
- All personnel files will be stored in a safe and secure area for 5 years.
- **Personnel files of employees who have experienced a bloodborne pathogen exposure incident will be stored for 35 years past termination per OSHA regulations. These files should be labeled "BLOODBORNE PATHOGEN EXPOSURE" in large letters on the outside of the file.**
- Alpha Services Company of Rochester staff will follow the established Consolidated Omnibus Budget Reconciliation Act (COBRA) regulations for health insurance (when applicable).

- Employees who resign or are discharged or laid off will be required to turn in Alpha Services Company of Rochester owned property or working materials to the supervisor no later than the workday following the last day worked.
- Employees may also be asked to complete and discuss details of their resignation through an exit interview, which will be completed by the employee's direct supervisor or HR. If employee terminates and is not available or refuses to complete exit interview, a notation will be made personnel file.
- An Employee must turn in all keys and other company property immediately following resignation prior to receiving his/her final paycheck.

## **10.2 Employees Terminated for Performance/Misconduct**

Alpha Services Company of Rochester may terminate an employee. Termination usually follows an unresolved job performance correction or disciplinary period, but it may be immediately following an investigation into employee misconduct or other serious offenses. The employee is furnished with written documentation stating the reasons for termination. If negligence, criminal behavior, abuse and/or neglect is the grounds of termination, possible criminal charges may be filed against the employee.

The final paycheck is given to the terminated employee within the required legal guidelines. If the employee has property of Alpha Services Company of Rochester (i.e. keys, cell phone) employee must return this property to Alpha Services Company of Rochester. If property of the company is not returned, employee will be responsible for compensating the company for the item(s).

When an employee is terminated by Alpha Services Company of Rochester, any accrued PTO, regardless of start date, is forfeited and will not be paid out.

## **10.3 Employees Terminated for Reorganization or Economic Necessity**

When a temporary or permanent termination occurs due to reorganization or economic necessity, every effort is made to provide maximum notice. Layoffs occur according to the needs of the organization and the individuals served. Consideration is also given to performance and seniority. At the time of layoff, employees who are interested in resuming employment with Alpha Services Company of Rochester must submit a new employment application. Employees are rehired according to the skill needs of the agency.

## **10.4 Inactive Employees**

The personnel files of employees are on the active roster but who have not worked for six (6) months are terminated; accrued PTO is not paid. If the employee is rehired after the file is terminated, they are considered a new employee and all orientation requirements must be fulfilled.

The final paycheck is mailed to the resigned employee at the time of the next scheduled payroll. If the employee has property of Alpha Services Company of Rochester (i.e. keys, cell phone) employee must return this property to Alpha Services Company of Rochester. If property of the company is not returned, employee will be responsible for compensating the company for the item(s). **(HR Policy B17)**

## **11. Employee Appeals**

**Purpose:** To have a formal procedure to help employees present their grievances and bring resolution to their work-related problems.

**Policy:** Every grievance regarding a perceived violation of employee rights will be investigated by the staff of Alpha Services Company of Rochester, fully documented, and reported.

Procedure: While an atmosphere of open and direct communication is encouraged, misunderstandings may occur. When dissatisfactions arise, the aggrieved party should observe the following procedure:

1. The aggrieved party should meet with his or her supervisor, discuss the problem openly, and attempt to resolve the complaint at this level.
2. If this fails to achieve acceptable results, the individual may refer his/her complaint to the Compliance Department in written form, presenting all facts of the grievance. The Compliance will acknowledge receipt of the complaint and arrange necessary conferences to obtain all facts necessary for arriving at a decision. Schedules permitting, conferences will be arranged within five (5) working days of being received. Contact information for Compliance Department:  
Email: [Compliance@joecointl.com](mailto:Compliance@joecointl.com) Phone: (888) 995-4742
3. If the aggrieved party does not agree with the decision given by the Compliance, the grievance may be referred to the Administrator. If the Administrator feels that further conferences are necessary, those conferences will be arranged within ten (10) working days, schedules permitting.
4. If in the opinion of the Administrator, the complaint is not covered by present agency policies, he/she will refer the matter to the Board of Directors for clarification.
5. If the problem relates to a difference between the employee and the Administrator, and satisfactory decision to both cannot be reached following conferences, either party may request a formal review of the dispute. The aggrieved individual must make the request for formal review in writing. Parties agree in advance to accept the decision of the formal review.
6. If it is recommended that a formal review be conducted, a committee will be formed consisting of three members: one member of the Compliance & Internal Review department, one member to be selected by the complainant(s), one member appointed by the chair of the Board of Directors.
7. The committee will receive input from the parties and will render a decision within thirty (30) Days. The parties may waive time limits.
8. The Board President shall render the committee's decision in writing and forward copies to each of the parties. **(HR Policy B15)**

## 12. Vulnerable Client Reporting Procedure

Alpha Services Company of Rochester will immediately report the suspected maltreatment of vulnerable adults and children. Maltreatment is defined as the intentional and non-therapeutic infliction of physical pain or injury, or any persistent course of conduct intended to produce mental or emotional distress or financial exploitation. A mandated reporter (any employee) who has reason to believe that a vulnerable individual is being or has been maltreated, or who has knowledge that a vulnerable individual has sustained a physical injury which is not reasonably explained shall immediately report the information verbally to the Compliance Manager and/or the Director of Compliance at the corporate office. If unable to reach either, contact should then be made to the Administrator.

A facility or person shall not retaliate against any person who reports in good faith of suspected maltreatment. Vulnerable Adult training is required by employees of IQHC at orientation and annually thereafter. This training is mandatory in order to maintain employment with our company. **Service Policy C.22 Vulnerable Clients**

## 13. Use of Company Vehicles & Mileage Policy

### 13.1 Use of Company Vehicles

If an employee is authorized to drive an Alpha Services Company of Rochester owned vehicle, the employee must have a valid driver's license in the state in which he/she is working. He/she must also pass the driver's background check conducted by the company's insurance provider. Alpha Services Company of Rochester insurance company requires that the employee provide them with a driver's license number and that the company periodically examines the employee's driving record. Vehicles are to be driven for business use only and a mileage book, located in each vehicle, must be completed each time the vehicle is used. Employees driving with an invalid or improper driver's license will be subject to corrective action procedures, including termination.

If an employee is authorized to operate an Alpha Services Company of Rochester vehicle, they must report all traffic violations, both work and non-work related to their supervisor immediately. Alpha Services Company of Rochester may at any time revoke the employee's authority to operate its vehicles.

Smoking is prohibited in all company vehicles.

Use of company vehicles is restricted to authorized employees only. If you have not received notice that you are permitted to use the company vehicle, you will be required to submit mileage reimbursement according to the following guidelines.

When an employee is traveling out of town for business purposes, he/she takes precedence in using the company vehicle. If more than one employee from the same office is traveling out of town, the employee who is traveling the farthest distance will be the one who uses the company car.

Drivers of Alpha Services Company of Rochester vehicles must complete a driving orientation in-service before they drive company vehicles. The in-service is not intended to be a complete safety instruction. All staff must be properly licensed and know the driving laws of the state in which they are working. Alpha Services Company of Rochester vehicles may not be used for employee personal events, personal business, appointments, or outings. **(HR Policy B37)**

### 13.2 Mileage Policy

#### **Employees Eligible for Mileage Reimbursement:**

Clinical Staff (Nurses and Therapists)

Office Staff and Management

#### **Employees Not Eligible for Mileage Reimbursement:**

Direct Care Workers such as PCA, Homemaker, HHA, and Respite Workers **are not** eligible for mileage reimbursement (except for these direct care workers who work for a client who has mileage included in the service authorization).

Mileage reimbursement will be paid as follows to employees who qualify for mileage reimbursement:

Employees will be reimbursed \$.30/mile when traveling from one client's place of residence to another client's place of residence.

Mileage is only approved and reimbursed between 2 company work sites (ie: company office, client home, other work-related destination). Mileage is never reimbursed to or from employee's home or other personal destination.

## **(HR Policy B37)**

### **14. Additional Jobs**

Alpha Services Company of Rochester understands that many employees will work other jobs in addition to working for our company. We support employees who wish to do so if the additional employment does not interfere with the employee's obligations and commitment to their duties and responsibilities as an employee of Alpha Services Company of Rochester.

Employees working additional jobs should notify their supervisor of their other schedule(s) so that the supervisor will know the employee's availability. Employees are expected to not allow their other job(s) to affect their employment with our company, for instance if the employee comes to work late or falls asleep on the job due to other employment. Failure to abide by these guidelines will result in disciplinary action, which may include termination.

Employees in management and supervisory roles will be responsible for fulfilling all duties and responsibilities that are expected of their position with Alpha Services Company of Rochester regardless if they have employment outside of our "normal office hours." **(HR Policy B36)**

### **15. Expense Reimbursements**

It is the policy of Alpha Services Company of Rochester that employees should not use their own money to supplement resources of the individuals whom they serve or the program in which they work. Program money is available at selected programs and is used for the benefit of the individuals served. The immediate supervisor is responsible for the disbursement and accounting of the money.

In the case where a reimbursable expense was preapproved by CEO or other designated management, the reimbursement is reimbursed on a check separate from the employee's paycheck. The reimbursement is not taxed nor is it applied to any payroll deductions such as medical, dental, disability, garnishments, or 401K contributions. This is the only applicable to the management and office staff, not for direct care staff such as a Homemaker, HHA, ILS, Respite, etc... Any employee who submits a request for reimbursement and did not receive prior approval from the proper authority will be subject to disciplinary action. **(HR Policy B18)**

#### *Pre-Approved Reimbursement Requests*

Applicable staff must submit approved reimbursements (such as mileage, gas, and on-call phone incentive) during each applicable payroll through the TimeClock Wizard System. Any approved reimbursements that are not entered on the applicable payroll must be submitted to [HR@joecointl.com](mailto:HR@joecointl.com) for approval. We will go back a maximum of one month for late reimbursement submissions. Reimbursements that were not submitted on the applicable payroll that are older than one month will not be eligible for reimbursement.

**The Policies discussed above are only estimations of Alpha Services Company of Rochester's policies. The Company's policies and procedures can be viewed in their entirety at the corporate Office or any branch office. Any questions related to this handbook can be referred to the HR Department by emailing [HR@joecointl.com](mailto:HR@joecointl.com).**