



# EMPLOYEE HANDBOOK

## **DISCLAIMER:**

This handbook presents an overview of some of CUDDLY CARE Personal Care Services procedures and work standards. These policies, procedures and work standards have been established to assist you in understanding your job responsibilities and to facilitate your orientation to CUDDLY CARE Personal Care Services. We want you to be successful.

This handbook cannot anticipate every situation or answer every question about employee participation, nor is it intended to do so. In all instances, discretion of management governs. CUDDLY CARE Personal Care Services reserves the right to change, modify, suspend or cancel at any time any or all the policies and procedures with this handbook as circumstances warrant, and may be applied retroactively to emerging circumstances. CUDDLY CARE Personal Care Services time and to hire, transfer, promote, discipline, terminate and otherwise manage its employees as it deems appropriate.

Notice of revision will be communicated electronically and it will be the responsibility of each employee to obtain, read, understand and comply with such revisions, just as it is every employee's responsibility to obtain, understand and comply with this handbook. It is the employee's responsibility to be aware of these additions and/or changes as they occur. This handbook supersedes all previous handbooks that have been distributed.

This handbook is intended to serve simply as a general explanation of certain CUDDLY CARE Personal Care Services Policies and procedures. It is not intended and may not be implied or construed as an employment contract of any kind between an CUDDLY CARE Personal Care Services employee. This handbook confers no rights or entitlements on employees. CUDDLY CARE Personal Care Services employees are employees at will (refer to page 6 on additional information on at will employment). Any individual may voluntarily leave employment at any time, and employment may be terminated at CUDDLY CARE Personal Care Services any time for any reason or no reason. Any oral or written statements or promises to the contrary are hereby expressly disavowed and should not be relied upon by any prospective or existing employee unless otherwise defined by written notification from the President and/or Owner.

# **LOCATION:**

1410 FRANKLIN STREET #B  
MICHIGAN CITY IN 46360

## **HOURS OF OPERATIONS:**

MONDAY – FRIDAY  
8:00AM – 3:00PM

## **IMPORTANT PHONE NUMBERS:**

PHONE: 219-243-7810 Fax 1-888-984-9144

Welcome to CUDDLY CARE Personal Care Services!

We are pleased to welcome you to our team. As an employee youCUDDLY CARE Personal Care Services are an important member of a team effort. We hope you will find your position rewardingCUDDLY CARE Personal Care Services, challenging, and productive.

Because our success depends upon the professionalism and dedication of our employees, we are highly selective in choosing new members of our team. We look to you and the other employees to contribute to the success of CUDDLY CARE Personal Care Services . We believe that each employee should be treated with respect, dignity, and courtesy.

We believe in a two-way system of communication that encourages management at all levels to discuss work related topics in an open, honest and fair manner and encourages interaction between employees and management about concerns, questions and ideas.

This Employee Handbook will let you know what to expect from CUDDLY CARE Personal Care Services and what will be expected of **you**.

The Handbook is not meant to cover everything, and it is **not** intended to create an implied or expressed contract of employment. From time to time we may make changes to this Handbook. This Handbook supersedes and replaces all prior versions as well as any other policies related to the subjects addressed in this Handbook. The Handbook is intended to comply with all applicable laws. In the event any provision conflicts with applicable law, it will be applied in accordance with the law.

Please read your Handbook carefully and keep it for future reference. If you have any questions about the Handbook, your job or, CUDDLY CARE Personal Care Services contact your manager, any member of the administrative office team or Human Resources.

We hope that you will find aCUDDLY CARE Personal Care Services great place to work.

Again, welcome!

Elena Duncan, Owner & President

## **MISSION STATEMENT**

CUDDLY CARE Personal Care Services Is an elite and personal care service provider that prides itself on providing excellent direct patient care . Our professional caregivers are passionate innovative individuals that are committed to the elite and diverse clients we support.

CUDDLY CARE Personal Care Services prides itself on our fast, friendly, and customer centric focus to detail, to private parties, high profile events, and all corporate venues. Every client is important!

## **TABLE OF CONTENTS**

WELCOME AND MISSION STATEMENT.....	3
GENERAL POLICIES.....	6
AT-WILL EMPLOYMENT.....	6
INTRODUCTORY PERIOD.....	6
BUSINESS AND ETHICAL CONDUCT.....	6
EQUAL EMPLOYMENT OPPORTUNITY.....	6
ZERO TOLERANCE POLICY TOWARD DISCRIMINATION & HARASSMENT.....	6
DIFFICULT GUEST.....	8
OPEN DOOR POLICY.....	8
REASONABLE ACCOMMODATIONS.....	8
LACTATION ACCOMMODATION.....	8
WAGE & HOUR POLICY.....	8
VIOLENCE IN THE WORKPLACE.....	9
DRUG-FREE WORKPLACE POLICY.....	10
CELL PHONE USAGE.....	11
SOCIAL NETWORKING POLICY.....	11
EMPLOYMENT OF RELATIVES.....	12
EMPLOYMENT OF MINORS POLICY.....	12
IMMIGRATION REFORM AND CONTROL ACT/FORM I-9/E-VERIFY.....	12
PROGRESSIVE DISCIPLINE.....	12
PERSONNEL RECORDS.....	12
SEPARATION OF EMPLOYMENT.....	12
ATTENDANCE.....	13
ATTENDANCE AND PUNCTUALITY.....	13
CALL OUT/CANCELLATIONS PROCEDURE FOR UNPLANNED ABSENCES.....	13
LATE/TARDINESS AND EARLY DEPARTURES.....	13
PARKING.....	14
BACKUP SHIFT.....	14
JOB ABANDONMENT.....	14
TIME AWAY FROM WORK.....	14
LEAVES OF ABSENCE.....	14
FAMILY AND MEDICAL LEAVE ACT (FMLA/CFRA/NPLA).....	14
PAID SICK LEAVE.....	15
PAID FAMILY LEAVE.....	15
FAMILY MEDICAL LEAVE AND PREGNANCY DISABILITY LEAVE.....	16
MILITARY LEAVE.....	16
MILITARY CAREGIVER LEAVE.....	16
MILITARY SPOUSE LEAVE.....	16
BEREAVEMENT LEAVE.....	16

JURY DUTY.....	17
EMPLOYEE CONDUCT.....	17
STANDARDS OF CONDUCT.....	17
CONFIDENTIALITY.....	17
CONFLICTS OF INTEREST.....	18
PERMANENT PLACEMENT OPPORTUNITIES.....	18
PROFESSIONAL APPEARANCE AND WORK ATTIRE.....	18
CELEBRITIES, POLITICIANS, AND OTHER NOTABLES.....	19
ALCOHOL SERVICE POLICY.....	19
WAGE AND HOUR/PAY.....	19
EMPLOYEE CLASSIFICATIONS.....	19
WORK WEEK/PAY DAY/PAYCHECK.....	19
WORK SCHEDULES.....	19
OVERTIME.....	19
REPORTING HOURS.....	20
PAYCHECK DISTRIBUTION.....	20
MEAL PERIODS/BREAKS/WAIVERS/PENALTY.....	20
EMPLOYEE RIGHTS AND RESPONSIBILITIES.....	21
BENEFITS.....	21
WORKER'S COMPENSATION.....	21
MEDICAL BENEFITS.....	21
DENTAL/VISION BENEFITS.....	21
WORKING ADVANTAGE.....	21
SAFETY.....	22
SAFETY RULES APPLY TO EVERYONE.....	22
REPORT OF INJURY – YOUR RESPONSIBILITIES.....	22
NO ONE GETS HURTS.....	22
ADDITIONAL INFORMATION.....	22
HOLIDAYS.....	22

## **GENERAL POLICIES**

### **AT-WILL EMPLOYMENT**

Your employment isCUDDLY CARE Personal Care Services voluntarily entered into and we recognize that you are free to resign at any time. Similarly, it should be recognized that your expectation of employment isCUDDLY CARE Personal Care Services never

**guaranteed for any specified period of time. Nothing in this handbook shall be interpreted to be in conflict with or to eliminate or modify your at-will employment.**

**While we hope our relationship will be mutually beneficial, it needs to be emphasized that our employment relationship is “at-will”; that is you or has the right CUDDLY CARE Personal Care Services Discretion to terminate the relationship for any reason at any time, with or without cause or advanced notice. For your clarification, at-will employment also means CUDDLY CARE Personal Care Services will not terminate your employment in a manner that violates labor, employment laws or public policy.**

**Any employment arrangement or agreement that contradicts this policy must be in writing and authorized and signed by the parties involved, along with the President or Owner.**

### **INTRODUCTORY PERIOD**

During this introductory period, which is 90 days or 30 shifts, whichever comes first; both the employee and the Company have the right to terminate employment without advance notice or reason. Employment is at-will during the introductory period, with no guarantee of continued employment upon completion. Upon successful completion of the introductory period, employees will be able to use their accrued paid sick leave (pursuant to the sick leave policy later in this handbook). Successfully completing the introductory period does not eliminate your at-will employment relationship with the Company.

### **BUSINESS AND ETHICAL CONDUCT**

It is the continuing commitment to CUDDLY CARE Personal Care Services conduct all Company business with the utmost integrity. CUDDLY CARE Personal Care Services policy is to comply with all laws and to conduct its business in an ethical manner. Employees may not engage in any conduct or any transaction on behalf of CUDDLY CARE Personal Care Services that would violate any applicable law or CUDDLY CARE Personal Care Services standards.

### **EQUAL EMPLOYMENT OPPORTUNITY**

CUDDLY CARE Personal Care Services is an equal opportunity employer and is committed to providing equal opportunities of employment, without regard to race, gender, gender expression, gender identity, religious creed, color, sex, sexual orientation, national origin, ancestry, citizenship status, marital status, pregnancy, age, medical condition, handicap, physical disability, mental disability, genetics, military or veteran status, or any other protected status in accordance with the requirements of all federal, state and local laws. Our commitment to equal employment opportunities extends to recruitment, hiring selection, termination, layoff, compensation, transfer, leaves of absence, promotion, training, discipline and all other aspects of employment.

The policies and principles of Equal Employment Opportunity also apply to the selection and treatment of independent contractors, personnel working on the premises who are employed by outside or temporary agencies, and any other persons or companies doing business with CUDDLY CARE Personal Care Services **ZERO TOLERANCE POLICY TOWARD DISCRIMINATION & HARASSMENT**

CUDDLY CARE Personal Care Services is committed to providing a work environment that is healthy, safe and free from all forms of discrimination and harassment. Sexual harassment, bullying or abusive conduct and other workplace harassment, in any form, are strictly prohibited and will not be tolerated. This policy applies to all employees, coworkers, supervisors, management personnel, vendors, clients, third parties, and any other nonemployees.

In keeping with this policy, CUDDLY CARE Personal Care Services strictly prohibits illegal or inappropriate harassment, bullying, or abusive conduct of any kind, including harassment, bullying, or abusive conduct on the basis of race, gender/sex, gender expression, gender identity, religious creed, religious dress, religious grooming, color, sexual orientation, national origin, ancestry, citizenship status, marital status, pregnancy, breastfeeding, childbirth, hair texture, protective hairstyles, HIV/AIDS, age, medical condition, handicap, physical disability, mental disability, genetics, military or veteran status, or any other protected status in accordance with the requirements of all federal, state and local laws.

CUDDLY CARE Personal Care Services will not tolerate conduct by any employee who harasses, disrupts or interferes with another employee's work performance or who creates an intimidating, offensive or hostile work environment. Each employee must use good judgment to avoid conduct that may be seen by others to be harassment. Harassment in employment takes many forms and includes, but is not limited to, the following:

- Verbal conduct such as jokes, epithets, slurs, and unwelcome remarks about an individual's body, dress, clothing, color, physical appearance or talents, age or medical condition. Derogatory comments or questions about a person's sexual practices, or patronizing terms or remarks, threats or suggestive or insulting sounds;
- Physical conduct such as physically interfering with normal work, impeding or blocking movement, assault, unwelcome physical contact or touching, staring at a person's body, and threatening, intimidating or hostile acts that relate to a protected characteristic; and
- Visual conduct such as offensive or obscene photographs, calendars, posters, cards, cartoons, drawings, displays of sexual, suggestive, or lewd objects, obscene gestures, unwelcome letters or notes, or any other graphic material that denigrates or shows hostility or aversion toward an individual.

CUDDLY CARE Personal Care Services will not tolerate any form of Sexual harassment. Sexual harassment is a violation of state and federal law and can include the harassment of sex/gender (including pregnancy, childbirth or related medical conditions), gender identity, gender expression, or sexual orientation. It also includes unwelcome sexual advances, offering employment benefits in exchange for sexual favors, leering; gestures; or displaying sexually suggestive objects, pictures, cartoons or posters, derogatory comments, epithets, slurs, jokes, graphic comments, sexually degrading words, suggestive or obscene messages or invitations, physical touching or assault, as well as impeding or blocking movements, requests for sexual favors, sexually motivated physical contact and other verbal or physical conduct or visual forms of harassment of a sexual nature when:

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

CUDDLY CARE Personal Care Services will not tolerate bullying behavior, which includes but is not limited to repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others. Bullying may be intentional or unintentional. Bullying in employment takes many forms and includes, but is not limited to, the following:

- Verbal bullying such as slandering, ridiculing, or maligning a person or their family; persistent name calling that is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks.
- Physical bullying such as pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person's work area or property.
- Gesture bullying such as nonverbal threatening gestures; glances that convey threatening messages.
- Exclusion such as socially or physically excluding or disregarding a person in work-related activities.

#### Responsibility of Employees and Complaint Procedure

It is the responsibility of each employee to assure that discrimination, harassment, bullying behavior or abusive conduct does not occur within the workplace or on the job site. If an employee believes they are being subjected to any kind of illegal or inappropriate discrimination, harassment, bullying and/or abusive conduct by another employee, co-worker, supervisor, management personnel, vendor, client, guest, third party, or visitor, said employee is requested to immediately bring their concerns to the attention of their supervisor, any member of management, the onsite captain, and/or Human Resources. Employees are not required to report the incident to their supervisor first. Do not allow an inappropriate situation to continue by not reporting it, regardless of who creates the situation. No employee is exempt from this policy. We encourage the prompt reporting of complaints.

CUDDLY CARE Personal Care Services will provide confidentiality, to the extent possible; timely responses; impartial and timely investigations by qualified personnel; documentation and tracking for reasonable progress; appropriate options for remedial actions and resolutions; and timely closure. In response to every complaint, CUDDLY CARE Personal Care Services will conduct a fair, timely and thorough investigation in a manner that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected, and, if improper conduct is found, will take appropriate remedial action. Confidentiality will be kept to CUDDLY CARE Personal Care Services the extent possible; however, the investigation may not be completely confidential.

Any supervisor who becomes aware of any unlawful discrimination, harassment, bullying behavior and/or abusive conduct must immediately contact Human Resources and/or the President or Owner.

CUDDLY CARE Personal Care Services takes all complaints seriously. Any employee who has violated this policy will be subject to appropriate disciplinary action, up to and including immediate termination. Steps will be taken as necessary to prevent any further discrimination or harassment. When the investigation is completed, upon the employee's request, the complainant may be informed of the outcome of the investigation.

To the extent the complainant is unsatisfied with CUDDLY CARE Personal Care Services handling of the discrimination, harassment, bullying behavior and/or abusive conduct complaint, they should be aware that they can also contact state or federal enforcement agencies, including Fair Employment and Housing (DFEH) and the U.S. Equal Employment Opportunity Commission, for legal relief.

#### *Retaliation is Prohibited*

Employees and contract workers are also protected by law from retaliation for opposing or reporting unlawful discrimination, harassment, bullying behavior and/or abusive conduct or for otherwise participating in processes connected with an investigation, proceeding or hearing conducted by CUDDLY CARE Personal Care Services or a government agency with respect to such complaints. CUDDLY CARE Personal Care Services will take disciplinary action up to and including the immediate termination of any employee or contract worker who retaliates against another employee or contract worker for engaging in any of these protected activities.

Employees are encouraged to contact members of the management and/or Human Resources if you have any questions about this policy or require further information on the subject of sexual or other harassment, discrimination, bullying, or abusive conduct.

#### **DIFFICULT GUEST**

At no time is a guest permitted to harass or bully any CUDDLY CARE Personal Care Services Employee in any manner. This may include: touching, making advances or generally making your job more difficult due to their behavior. Do not attempt to handle the situation on your own. This type of behavior needs to be reported immediately to the onsite captain and any member of the CUDDLY CARE Personal Care Services management team and/or Human Resources.

#### **OPEN DOOR POLICY**

CUDDLY CARE Personal Care Services is committed to an open-door policy. If employees have questions or concerns regarding their job, assignment or the workplace, they are always encouraged to discuss these questions or problems with the administrative team or any member of management, including Human Resources. Employee's questions and concerns are important to CUDDLY CARE Personal Care Services. No matter how employees approach a problem, complaint or suggestion, they will find team members and managers at all levels willing to CUDDLY CARE Personal Care Services to listen and to help bring about a solution or clarification. Employee concerns and problems will be treated seriously. Managers will work closely with their employees to address concerns and/or to arrive at solutions as soon as possible. Employees are encouraged to utilize the

"Open Door" policy without fear of reprisal.

#### **REASONABLE ACCOMMODATIONS**

CUDDLY CARE Personal Care Services is committed to comply with the Americans with Disabilities Act (ADA) and similar applicable state and local law by providing reasonable accommodations to individuals with disabilities, where doing so will not impose an undue hardship on the Company or the client. It is expected that all employees meet the essential functions of the position with or without reasonable accommodation.

No program administered by will exclude from participation, deny benefits to or discriminate against anyone solely for the reason of disability. Equal employment opportunity is extended to qualified disabled persons in all aspects of the employer-employee relationship, including recruitment, hiring, training, upgrading, promotion, transfer, corrective action, layoff, recall and termination.

CUDDLY CARE Personal Care Services Will also provide reasonable accommodations to individuals who need them for religious purposes, where doing so will not impose an undue hardship on the Company or the client. Documentation may be required before the determination for an accommodation can be made.

CUDDLY CARE Personal Care Services Will consider all reasonable accommodation requests. If you would like to request a reasonable accommodation, please speak with your manager or Human Resources.

### **WAGE & HOUR POLICY**

It is CUDDLY CARE Personal Care Services policy to pay employees for all verified hours worked and to comply with all applicable wage and hour requirements under federal, state, and local law.

### **VIOLENCE IN THE WORKPLACE**

CUDDLY CARE Personal Care Services Is committed to workplace safety and a work environment that is free of threats or acts of violence and to protect its employees from such conduct. Any violent or threatening conduct of any kind, whether it is directed against a co-worker, supervisor, or outside party, will not be tolerated.

This includes, but is not limited to:

- Striking;
- Punching;
- Slapping;
- Assaulting another person;
- Fighting;
- Challenging another person to a fight;
- Grabbing;
- Pinching;
- Touching another person in an unwanted way (whether sexually or otherwise), engaging in dangerous, threatening, or unwanted horseplay;
- Bringing a gun, knife, or other weapon of any kind onto Company or a client's property, including parking lots or other exterior premises
- Threatening harm or harming another person; and
- Using abusive or threatening language or gestures;

Any such conduct is unacceptable and will be treated as a serious violation of Company policy. Anyone who is found to have engaged in such conduct will be severely disciplined or terminated. In appropriate cases, may seek criminal prosecution or cooperate with legal criminal authorities.

No employee should have to tolerate violence or the threat of violence on the job. Anyone who is the victim of any violent, threatening, or harassing conduct, or who observes such conduct taking place (whether the perpetrator is a Company employee or a non-employee), is strongly encouraged to report the conduct to any member of management or Human Resources. All such complaints will be thoroughly investigated, and CUDDLY CARE Personal Care Services will immediately take appropriate corrective action. No adverse action will be taken against anyone who brings a

good-faith complaint under this policy. CUDDLY CARE Personal Care Services has initiated a zero-tolerance policy for threats of violence in the workplace, either implied or direct.

CUDDLY CARE Personal Care Services will not tolerate any threats of violence made toward anyone in the workplace at any time. It is inappropriate to use threats in an attempt to intimidate, prevent work from being completed, or in any way interfere with providing a safe workplace.

A threat is defined as a direct or implied expression of intent to inflict physical harm and/or actions that a reasonable person would perceive as a threat to physical safety or property. Zero tolerance includes the absolute prohibition of jokes and/or comments about violence. No threats will be tolerated even if they are made in a joking manner.

The following are examples of behavior that may be considered threats:

- Verbal threats which include descriptions of what the violent person plans to do.
- Threatening conduct, such as threatening or intimidating others.
- Statements or actions threatening physical harm.
- Obsessions such as promoting a grudge against a coworker or supervisor.

Employees should immediately inform any member of management or Human Resources if you are witness to an event of a direct or implied threat. An investigation will be conducted and the employee accused of the threat will be informed of the investigation and advised that CULINARY STAFFING will not tolerate threats. The accused employee may be suspended without pay for the remainder of the day and up to 30 days, pending completion of an investigation, up to and including termination.

#### **DRUG-FREE WORKPLACE POLICY**

CUDDLY CARE Personal Care Services Recognizes that employees are our most valuable asset, and the most important contributors to our continued growth and success. We are firmly committed to the safety of our employees. CULINARY STAFFING will do everything possible to prevent workplace accidents and is committed to providing a safe working environment for all employees.

To further this goal, CUDDLY CARE Personal Care Services has developed a Drug-free Workplace Policy. This policy applies to all new and current employees. This policy also serves to reinforce the CUDDLY CARE Personal Care Services intolerance for illegal drug use and working under the influence of alcohol.

At no time during an event or while on the property of the event is an employee CUDDLY CARE Personal Care Services permitted to consume or be under the influence of alcohol, drugs or any illegal substance.

Any employee arriving to an event under the influence of alcohol or drugs (including medical marijuana) will be sent home, will not be compensated for just "showing up" and may be disciplined, up to and including termination.

CUDDLY CARE Personal Care Services Strictly prohibits the unlawful manufacture, distribution, dispensation, sale, offer to sell, transfer, possession, or use of illegal drugs, misuse of prescription and over-the-counter drugs, and use or possession of alcoholic beverages on Company premises or work sites, while conducting Company business or while operating the Company or client's equipment. In addition, employees must report to work fit for duty and are strictly prohibited from being at work under the influence of alcohol or with illegal drugs or metabolites in their bodily system.

Any CUDDLY CARE Personal Care Services employee found to be under the influence may be financially and legally responsible for any damage or injury sustained as a result of their impaired condition.

#### **REASONABLE CAUSE**

CUDDLY CARE Personal Care Services reserves the right under all applicable laws to test any employee for alcohol and illegal drugs if the employee shows cause. Observation of any one or more of the following may constitute reasonable suspicion: slurred speech, loss of balance, the

odor of drugs or alcohol, red eyes, irregular work pace, decline in productivity, mood swings, frequent absences, excessive time away from the work place, trembling, disorientation, aggressive behavior, drowsiness, restlessness, or hyperactivity. Drugs, alcohol, or paraphernalia possibly used in connection with illicit drugs found on the employee's person or at or near the employees work area will also constitute reasonable suspicion.

#### • OUR PROCEDURE

If an on-site captain, supervisor, manager or lead person identifies a problem, they may ask another supervisor, manager, lead person to confirm the reasonable cause. If it is decided that reasonable suspicion exists the employee may be given a chance to explain, depending on the extenuating circumstances. If the on-site captain, supervisor, manager, and/or lead person believes the employee is unfit to perform his or her duties and reasonable suspicion for use of illegal drugs or alcohol still exists even after the employee's explanation, the employee will be removed from the premises or asked to leave. The client will inform CUDDLY CARE Personal Care Services as soon as possible of the reasonable suspicion, as well as send in a documented report. CUDDLY CARE Personal Care Services May ask the employee to go for a test at a designated testing facility or may send a testing service out to the employee.

The clinic, hospital, or on-site service will perform a breath alcohol test along with a urine analysis for the non-prescribed illegal drugs listed in Exhibit 'A' below.

#### • THE CONSEQUENCES

If the test comes back positive for illegal drugs, the employee will be immediately terminated. If the test comes back positive for an alcohol level exceeding .02 it will be grounds for disciplinary action up to and including termination. If the test comes back negative, the employee will be compensated for time off used for testing purposes and return to normal work activities. If an employee is using prescription or over-the-counter medication, it will be a CUDDLY CARE Personal Care Services decision if the employee is to go back to normal work activities.

If an employee becomes hostile, law enforcement will be called in, and they will be considered insubordinate, which will be grounds for immediate termination.

If an employee refuses to submit to the test, they will be considered insubordinate and it will be grounds for immediate termination.

#### EXHIBIT A: NON-PRESCRIBED ILLEGAL SUBSTANCES

Amphetamines (Speed, pep pills)	Barbiturates (Depressants)
Benzodiazepines (Valium)	Methadone (Morphine)
Cocaine	Opiates (Heroin)
Methaqualone (Qualudes)	Porpoxyphene (Darvon)
Phencyclidine (PCP)	

This list is not definitive. All current illegal substances and any that may become illegal after this policy is enacted are considered to be within the scope of this policy.

#### CELL PHONE USAGE

For purposes of this policy, the term "cell phone" is defined as any handheld electronic device with the ability to receive and/or transmit voice, text, video or data messages without a cable connection (including, but not limited to, cellular telephones, digital wireless phones, radio-phones/walkie talkies or tablets).

##### 1. Use of Cell Phones/Smart Phones or Tablets

- (a) General Use at Work. While at work, employees are expected to exercise the same discretion in using personal cell phones as they use with Company phones. Excessive personal calls during the workday, regardless of the phone used, can interfere with employee productivity and

be distracting to others. Employees should restrict personal calls during work time and should use personal cell phones only during scheduled breaks or lunch periods in non-working areas. Other personal calls should be made during non-work time whenever possible, and employees should ensure that their friends and family members are instructed of this policy. CUDDLY CARE Personal Care Services is not liable for the loss of personal cell phones brought into the workplace.

- (b) Unsafe Work Situations/Use While Driving CUDDLY CARE Personal Care Services prohibits the use of cell phones or similar devices while at any work site at which the operation of such device would be a distraction to the user and/or could create an unsafe work environment or unsafe usage while driving. CUDDLY CARE Personal Care Services prohibits employee use of cell phones or similar devices for Company-related purposes while driving. This prohibition includes receiving or placing calls, text messaging, surfing the Internet, receiving or responding to e-mail, checking for phone messages, or any other purpose related to Company employment.

**As a reminder, it is illegal to text while operating a motor vehicle!!!**

## **2. Sound and Image Recordings**

The use of the electronic imaging function (camera or video) of cell phones is strictly prohibited on Company or client premises. Transmission of any Company information, logos, data, and/or photos of the premises of the client or of any employees, contractors, subcontractors, or visitors is strictly forbidden.

Employees may not take photographs and video, whether by camera phone or any other device, in "private" areas, including restrooms and locker rooms.

Employees are prohibited from recording and/or assisting others (including employees and non-employees) in recording conversations, phone calls or other activities in non-public areas of the workplace. This includes both sound and image recording.

Under certain limited circumstances, may authorize the use of visual recording devices and sound recording devices by employees for specific business purposes. In such instances, CUDDLY CARE Personal Care Services will ensure that any necessary consent to the recordings has been obtained. If you have any questions, please contact any CUDDLY CARE Personal Care Services management team member.

Employees are prohibited from recording and/or assisting others (including employees and non-employees) in recording conversations, phone calls or other activities in non-public areas of the workplace. This includes both sound and image recording.

Under certain limited circumstances, may authorize the use of visual recording devices and sound recording devices by employees for specific business purposes. In such instances, CUDDLY CARE Personal Care Services Will ensure that any necessary consent to the recordings has been obtained. If you have any questions, please contact any CUDDLY CARE Personal Care Services management team member.

## **SOCIAL NETWORKING POLICY**

CUDDLY CARE Personal Care Services Uses social media in limited situations and circumstances, which is defined for business purposes. Use of internet-based programs such as Facebook, LinkedIn, and Twitter (this list is non-inclusive) may be used in the furtherance of CUDDLY CARE Personal Care Services goals and objectives. Utilization of such sites is limited to business purposes only. Utilization or personal use of these sites during work hours is prohibited and can result in disciplinary action up to and including termination.

### **PERSONAL USE:**

understands CUDDLY CARE Personal Care Services that employees participate in social networks outside of work and on their own time. It is with the understanding that employees that engage in social media will do so in a responsible manner that does not reflect negatively on CUDDLY CARE Personal Care Services. Employees are expected to use their professional judgment and take the most prudent action possible.

- Employee personal blogs or v-logs should include disclaimers that clearly establish that the views the employee has expressed are solely his or her views and do not represent the views of CUDDLY CARE Personal Care Services .
- Employee personal blogs or v-logs should always be respectful to CUDDLY CARE Personal Care Services
- Employee participation in social media activities should not interfere with work commitments

- Employees may not use CUDDLY CARE Personal Care Services logo without the written consent of the owner and/or president

## **EMPLOYMENT OF RELATIVES**

permits the employment of qualified relatives of employees as long as such employment does not, in the opinion of , create actual or perceived conflicts of interest. Refer to the Company's conflict and interest policy for more information on what may create an actual or perceived conflict of interest and reporting to whenCUDDLY CARE Personal Care Services one may exist. It is the responsibility of the employee to communicate whe CUDDLY CARE Personal Care Services a relative applies for work or is already employed by the Company. For the purposes of this policy, "relative" is defined as a spouse, domestic partner, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or "step" relation.CUDDLY CARE Personal Care Services will exercise sound business judgment in the placement of related employees in accordance with the following guidelines:

- No employee is permitted to work in the "chain of command" of a relative so that one relative's work responsibilities, salary, or career progress could be influenced by the other relative.

## **EMPLOYMENT OF MINORS POLICY**

To preclude unintentional violation of the Fair Labor Standards Act as well as any state or local child labor and/or fair labor legislation, CUDDLY CARE Personal Care Services will not employ minors under the age of 16 under any circumstances.

CUDDLY CARE Personal Care Services Will abide by the regulations set forth in the Fair Labor Standards Act and all applicable state and local child labor and/or fair labor laws, including, but not limited to the need for working permits, providing alcohol service and any applicable hazard restrictions.

Restrictions may also apply to employees who are at least 18 but less than 21 years of age.

## **IMMIGRATION REFORM AND CONTROL ACT/FORM I-9/E-VERIFY**

CUDDLY CARE Personal Care Services Complies with the Immigration Reform and Control Act (IRCA), which requires that employers verify the identity and work eligibility of all employees hired after November 6, 1986. A Form I-9 must be completed for all such employees. Employees are required to cooperate withCUDDLY CARE Personal Care Services providing proof of identity and work eligibility within three (3) business days of an employee's first day of work. Failure to do so may result in suspension up to and including termination.

CULINARY STAFFING participates in E-Verify, which is an Internet-based system that compares information from an employee's Form I-9 to data from U.S Department of Homeland Security and Social Security Administration records to confirm employment eligibility.

## **PROGRESSIVE DISCIPLINE**

It is CUDDLY CARE Personal Care Services practice generally to advise employees of performance or disciplinary issues and provide them the opportunity to correct the issue. However, reserves the right to deviate from this general practice at any time at its sole discretion and with or without advance notice – for example, due to the severity of the offense, the circumstances under which it occurred, and the employee's duties. The steps in a disciplinary procedure are discretionary andCUDDLY CARE Personal Care Services has the right to deviate from the disciplinary procedure as circumstances warrant.

## **PERSONNEL RECORDS**

CUDDLY CARE Personal Care Services Permits its employees to review their personnel records in accordance with the law. Please contact theCUDDLY CARE Personal Care Services office if you have questions about your personnel record.

## **SEPARATION OF EMPLOYMENT**

In the event you wish to end your employment with, CUDDLY CARE Personal Care Services please notify the Administrative Office. Written notification is preferred, and it is customary to give at least two weeks' notice so that you can CUDDLY CARE Personal Care Services make arrangements to adjust schedules and find a replacement, if necessary. Final paychecks will be issued according to state law.

## **ATTENDANCE**

### **ATTENDANCE AND PUNCTUALITY**

It is the responsibility of every CUDDLY CARE Personal Care Services Employee to report to work on time, work all scheduled hours and remain at work through the end of the scheduled shift except for meal periods or when authorized to leave. Late arrivals, early departure or other unauthorized and unapproved absences from scheduled work hours are disruptive and must be avoided. Excessive absenteeism or a pattern of absences may result in disciplinary action up to and including termination.

It is important to check in with the proper person when arriving on site. Our staffing coordinators will let employees know who the client is and who they are to check in with. If necessary, employees are to make sure they have the client name to check in with parking or security.

While we will make every effort to accommodate individual preferences, business necessity may dictate and make changes when necessary such as adding overtime or rotating the schedule.

No one other than confirmed staff of CUDDLY CARE Personal Care Services Service is allowed to enter an event site under any circumstances. Do not invite any guests unless instructed by CUDDLY CARE Personal Care Services

**Note: An employee will not be subject to discipline for any absence, tardiness, or early departure protected under the Family and Medical Leave Act (FMLA), CFRA/NPLA, and the Americans with Disabilities Act (ADA), the Sick Leave Law, or other applicable law. If an employee is absent either 3 days or more or due to an emergency, upon their return they must provide the office with a fitness for duty or a doctor's note. If an employee's absence is 3 days or longer potentially the employee could qualify for FMLA/CFRA/NPLA. For additional information please see or speak to Human Resources.**

**As a reminder all shifts in GoLive! (CUDDLY CARE Personal Care Services booking system) contain "approximate end times." If a client asks you to stay beyond the normal scheduled end time, offers overtime or has an early release time** CUDDLY CARE Personal Care Services **CALL OUT/CANCELLATIONS PROCEDURE FOR UNPLANNED ABSENCES**

CUDDLY CARE Personal Care Services Understands that sometimes problems and emergencies do arise. It is the responsibility of each staff member to inform the staffing office when an emergency occurs. If the emergency occurs during normal business hours, call the office at 219-243-7810 between the hours of 8:00am-5:00pm Monday – Friday, excluding holidays.

If the emergency occurs outside of normal business hours contact the emergency hotline number at **(219-243-7810)**. When leaving a voice message, employees will need to identify themselves, the event in question, and an active working phone number to call back to.

**When canceling an already confirmed event and/or shift, please adhere to the following procedure.**

- Cancellations with less than a 24-hour notice will be considered a No Call/No Show. Documentation may be required for reinstatement.
- Employees must call and cancel personally (**calls from anyone except the employee is unacceptable**)
- Leaving a voice mail message is acceptable, but you need to leave your first and last name, the event, and an active call back number.
- Sending an electronic communication via email or text messaging is unacceptable and will constitute a No Call/No Show
- Employees must cancel with the CUDDLY CARE Personal Care Services administrative office team only

If employees call out after a confirmed schedule, they may need to provide documentation or report the reason for the call out to Human Resources. Providing documentation does not relieve them of not calling out ahead of time to cancel their shift. They are still required to call, no matter how much advanced notice is given.

Failure to follow the call out procedures or excessive unplanned absences may subject you to disciplinary action, up to and including termination.

#### **LATE/TARDINESS AND EARLY DEPARTURES**

When anticipating being late/tardy, employees must notify the office or the person on call after hours and follow the Call In/Cancellation procedure. Repeated tardiness may lead to disciplinary action up to and including termination.

Employees who must leave before their scheduled end time should report their early departure according to Call In/Cancellation procedure. Repeated early departures may lead to disciplinary action, up to and including termination. If an employee leaves before the end of their scheduled shift, without approval, they may be subject to disciplinary action, up to and including termination.

#### **BACKUP SHIFT**

When signing up for a backup shift, employees are required to show up at the client location. In most cases, clients will allow employees to stay and work, however in the event an employee is turned away they will still be paid 2 hours for their travel expense as long as they arrived on time and did not volunteer to go home. It is also required that these hours be reported.

#### **JOB ABANDONMENT**

CUDDLY CARE Personal Care Services Expects all employees to report to work on time for every scheduled shift or confirmed assignment. An employee who is unable to report to work at the designated time is required to notify the administrative team or any member of management in accordance with the sick leave and the call outs/cancellation policy. Employees who are deemed a No Call/No Show or left the job site early and have failed to notify CUDDLY CARE Personal Care Services of their absence or early departure within 7 days will be deemed to have voluntarily resigned as a result of job abandonment. Additionally, if an employee has not scheduled work for a period of at least 60 days and has not communicated with the administrative team or any member of management about their extended absence, CUDDLY CARE Personal Care Services May assume the employee has voluntarily resigned as a result of job abandonment. Also, if an employee did not submit the California State required Food Handler's Certification within the allowable 30 day timeframe, CUDDLY CARE Personal Care Services may assume the employee has voluntarily resigned as a result of job abandonment.

If the employee is unable to contact due to extreme circumstances (such as a medical emergency or natural disaster that prohibits the employee from contacting the Company), the employee must contact the Company as soon as practicable to explain the situation and supply substantiating documentation. In extreme circumstances, CUDDLY CARE Personal Care Services will consider the explanation and its timing before determining if the voluntary resignation will be upheld.

### **TIME AWAY FROM WORK**

#### **LEAVES OF ABSENCE**

CUDDLY CARE Personal Care Services Recognizes that certain circumstances may require absence from work for medical, family, or civic reasons. The two primary categories of leave are: protected leave (e.g., covered under the Family and Medical Leave Act, the Americans with Disabilities Act, Pregnancy Disability Leave, the Indiana Leave Law, or other applicable law) and unprotected leave (e.g., when leave pursuant to the Family and Medical Leave Act, the Americans with Disabilities Act, the California and Los Angeles Sick Leave Law, or other applicable law is exhausted or not appropriate).

## **FAMILY AND MEDICAL LEAVE ACT (FMLA/CFRA/NPLA)**

An employee with at least 12 months of Company service and who has worked at least 1,250 hours or more in CUDDLY CARE Personal Care Services the past 12 months may request protected unpaid leave under the Family and Medical Leave Act (FMLA) or California Family Rights Act (CFRA). Where applicable, leave under the CUDDLY CARE Personal Care Services FMLA policy will run concurrently with similar CFRA leave.

Requests for FMLA/CFRA/NPLA leave may be made for the following reasons:

- The birth of a child, or the placement of a child with the employee for adoption or foster care;
- A serious health condition that makes the employee unable to perform the essential functions of your job;
- A serious health condition followed by a doctor's note affecting the employee's spouse, domestic partner, parent or child for whom they are needed to provide care; followed by a doctor's note
- A qualifying exigency arising out of the fact that the employee's spouse, domestic partner, child, or parent is on active duty or has been notified of an impending call or order to active duty in the armed forces in support of a contingency operation; and
- To care for a covered service member in the armed forces who incurred a serious injury or illness in the line of duty, if the employee is the covered service member's spouse, domestic partner, child, parent or next of kin.

An employee may take up to 12 weeks of FMLA/CFRA/NPLA leave in a 12-month period for the first four reasons listed above. Up to 26 weeks of leave in a 12-month period may be taken for the last reason listed.

To request a leave of absence, the employee must provide verbal or written notice to their manager or Human Resources representative making them aware of their need for a leave, as well as the anticipated timing and duration of the leave.

## **PAID SICK LEAVE**

CUDDLY CARE Personal Care Services provides paid sick leave to employees who have successfully completed 90 days of employment within a year of their employment with the Company. Eligible employees will accrue one hour of sick time for every 30 hours worked up to a maximum accrual of 72 hours or nine days, whichever is greater, per each year of employment.

After successfully completing 90 days of employment, eligible employees may begin to use paid sick time under this policy up to a maximum of 48 hours, or six days, whichever is greater, per each year of employment with the Company. Accrued, unused time under this policy will carry over each year up to a maximum accrual of 72 hours or nine days, whichever is greater. To calculate the amount of pay owed to employees on paid sick leave, the employee's regular rate of pay will be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

Leave under this policy may be used in connection with the **diagnosis, care or treatment of an existing health condition** for, or the **preventive care** of, an employee or an employee's immediate family member. "Family members" for purposes of this policy includes spouses, registered domestic partners, children (regardless of age), parents (including step-parents and parents-in-law), grandparents and siblings. Leave under this policy may also be used for employees who are the victims of domestic violence, sexual assault or stalking.

CUDDLY CARE Personal Care Services Requires employees to use paid sick leave under this policy in minimum increments of two hours. If the need for paid sick leave is reasonably foreseeable, an employee must provide the employer reasonable advance notice of the need for sick leave. **g will exercise 24 hours prior to your shift as being reasonable advance notice.** If after hours, the employee needs to call the emergency number, utilizing the Company's Call Out/Cancellation policy. If the leave is unforeseeable, the employee need only provide notice as soon as practicable.

Unused time under this policy is not paid out at the time of separation from employment. However, employees who are re-employed with the Company within a year of separation will have their accrued unused bank of time off under this policy made available to them. Leave under this policy may run concurrently with leave taken under other applicable policies as well as under local, state or federal law, including leave taken pursuant to the Family Rights Act (CFRA), New Parent Leave Act (NPLA) or the Family and Medical Leave Act (FMLA). For more information regarding leave under this policy, contact Human Resources.

## **PAID FAMILY LEAVE**

In accordance with state law employees have the right to receive up to 6 weeks of paid leave per year to care for a new child (birth, adoption, or foster care) or seriously ill family member (parent, child, spouse, or domestic partner). Employees who already pay into the existing State Disability Insurance (SDI) system will be eligible for paid family leave.

There is a seven-day waiting period before you can apply for paid family leave (like the UI program).

Before receiving this benefit, employees must use a maximum of two weeks of your earned vacation time first, if applicable. One week will be used to cover the waiting period.

New mothers eligible for pregnancy-related SDI will also be eligible for paid family leave.

It is the employee's responsibility to file a claim and other forms promptly and accurately with the EDD. A claim form may be obtained from any office of the EDD by telephone, letter or in person or you can request a form from the EDD's website. Please keep in mind that eligibility to receive paid family leave benefits from the state does not guarantee an employee's eligibility for a leave of absence or a reduced work schedule. Employees must follow the procedures in the leave of absence policy to request a leave.

If you plan an extended absence to care for a family member or bond with a new child, please notify Human Resources so that we may provide you with further information regarding this benefit.

#### **PARENT-CHILD SCHOOL RELATED LEAVE**

Employees can take up to 8 hours per month and 40 hours per year off from work to attend their child's school-related activities, applicable to children of the age to attend kindergarten to grade 12. School related activities are defined as follows:

- To find, enroll, or reenroll their child in a school or with a licensed daycare provider.
- To participate in plays, award ceremonies, sporting events, graduation, etc..
- To address an emergency such as requesting the child to be picked up, behavioral problems, unexpected closure, or a natural disaster. Before taking the time off, the employee must provide reasonable notice of the planned absence. CUDDLY CARE Personal Care Services Shall request documentation.

Employees can utilize accrued paid vacation, if applicable.

#### **FAMILY MEDICAL LEAVE AND PREGNANCY DISABILITY LEAVE**

Employees may take a leave of absence of up to four (4) months for disabilities relating to pregnancy, childbirth or related medical conditions ("pregnancy disability") of their own. Employees who are granted pregnancy disability leave will be returned to their same or similar position to the extent possible and required by law. Upon the advice of a health care provider, an employee may also be entitled to a reasonable accommodation, to the extent required by law, for conditions related to pregnancy, childbirth or related medical conditions.

Employees should promptly notify their supervisor of the need for a reasonable accommodation under this policy. In addition, a transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties may be available pursuant to requests, if such a transfer is medically advisable. If an employee is affected by pregnancy or a related medical condition, they are to notify their supervisor as soon as possible. Early notice will help the employee and their supervisor work collectively to arrive at the best option for accommodating healthcare needs.

#### **MILITARY LEAVE**

All employees are eligible for military leave for voluntary or involuntary military service consistent with all applicable federal and state laws. The Uniformed Services Employees Reemployment Rights Act (USERRA) assures employees who serve on active military duty certain workplace protections. Those include the right to take time off from work to actively serve in the military without fear of retaliation from their employer. Employees that which are a member of the government's uniformed armed services will be granted unpaid leave to report for active duty or for annual Reserve or National Guard training. We will comply with all requirements of any state or federal laws, governing your military service and returning to work following military service. The employee must, however, notify management or Human Resources as soon as possible of their need for military leave. A copy of military orders must be produced as soon as possible.

## **MILITARY CAREGIVER LEAVE**

The Military Caregiver Act permits an employee who is a spouse, son, daughter, parent, or next of kin (nearest blood relative) of a covered service member to take up to a total of 26 workweeks of leave in a single 12-month period in the event that a family leave is required in connection with military service. To take leave under this Act, the service member in need of care from eligible employees must be undergoing medical treatment, recuperation, or therapy (or other outpatient status, or on temporary disability retirement) for a serious injury or illness incurred in the line of duty. If an employee works more than 20 hours per week and are the spouse, son, daughter, parent, or nearest blood relative of a covered service member who is undergoing medical treatment, recuperation, or therapy (or other outpatient status, or on temporary disability retirement) for a serious injury or illness incurred in the line of duty they may be eligible to take up to 26 workweeks of leave in a single 12-month period.

Employees must request this leave in a writing directed to Human Resources as soon as is practicable. When requesting this leave you are required to attach to the leave request written documentation certifying the exigency supporting their leave.

## **MILITARY SPOUSE LEAVE**

If employees work more than 20 hours per week and have a spouse (or registered domestic partner) in the Armed Forces, National Guard or Reserves who have been deployed during a period of military conflict are eligible for up to 10 unpaid days off when their spouse is on leave from military deployment.

Employees must request this leave in a writing directed to Human Resources within two (2) business days of receiving official notice that their spouse will be on leave. Employees are required to attach to the leave request written documentation certifying their spouse will be on leave from deployment.

## **BEREAVEMENT LEAVE**

Bereavement leave is intended to allow employees time off to attend the funeral/services and for related matters due to the death of an immediate family member. Immediate family members are defined as: parent, sibling, spouse, domestic partner, mother-in-law, father-in-law, child, grandparent, grandchild, legal guardian, or “step” relation.

When the need for bereavement leave arises, it is the responsibility of the employee to notify the administrative team, any member of management or Human Resources immediately. Employees may be asked to furnish proof of their relationship to the deceased and/or their attendance at the funeral/services.

## **JURY DUTY**

CUDDLY CARE Personal Care Services grants time off for jury duty. Employees must notify their manager as soon as they are called for jury duty so that arrangements may be made to cover work assignments. Please contact your manager or Human Resources if you have been summoned to jury duty.

## **EMPLOYEE CONDUCT**

### **STANDARDS OF CONDUCT**

It is CUDDLY CARE Personal Care Services expectation that its employees will conduct themselves in a professional and respectful manner and in compliance with our policies and procedures.

The following list is not intended to be all-inclusive, but merely illustrates certain types of behavior CUDDLY CARE Personal Care Services deems unacceptable, and which may result in disciplinary action, up to and including termination, with or without any written warnings.

**Please note that other behavior, not listed below, may result in similar action.**

- Violation of any CUDDLY CARE Personal Care Services policies including but not limited to:
  - Business Conduct Policy
  - Policy Against Discrimination and Harassment
  - Drug-Free Workplace Act Policy
  - Family and Medical Leave Act (FMLA) Policy
  - and/or Indiana

- Family Rights Act (CFRA/NPLA)
- Attendance Policies ○
- Wage and Hour/Pay Policies
- Policy regarding Violence in the Workplace ○
- Social Networking Policy
- Violation of any provision included in this handbook.
- Willful or negligent destruction of Company and/or client property.
- Carrying or possession of weapons, or use, or distribution of weapons on Company and/or client property or premises.
- Unauthorized use, waste, removal or attempted removal of Company/client/or employee material or property (e.g., funds, food, records, documents, tools, or equipment) from Company and/or client premises without proper authorization. This includes any items that have been discarded.
- Falsification or unauthorized alteration of any employment-related documents including, but not limited to, employment applications, personnel records and time records.
- Insubordination such as refusal to perform any job or work assignment given by an employee's supervisor or by management.
- Use of profanity or harassing or abusive language or conduct.
- Gambling or conducting a lottery while on duty or on client/Company premises.
- Sleeping or dozing on the job.
- Violation of any safety rule or practice or engaging in conduct which tends to create a safety hazard. This includes fighting, disorderly conduct, horseplay, or throwing objects.
- Failure to report an accident that results in or may result in injury to yourself or others or damage of property.
- Leaving your work area during work time without a job assignment or a job-related task without management's authorization.
- Failure to accurately record your work time and meal periods.
- Failure to take required meal periods and rest breaks.
- Recording hours worked by another employee.
- Allowing unauthorized personnel to enter non-public work areas.
- Non-incidental time spent working on personal projects on client/Company property, machines or time.
- Eating or drinking other than during designated rest breaks and meal periods and in designated areas, unless approved by your manager.
- Working unauthorized overtime.
- Unauthorized access of personnel files or confidential information.

## **CONFIDENTIALITY**

Employees must maintain the confidentiality of confidential information entrusted to them by CUDDLY CARE Personal Care Services or its suppliers, clients and customers.

Confidential information includes all non-public information that might be of use to competitors, or harmful to CUDDLY CARE Personal Care Services or its clients or customers if **disclosed**. It also includes confidential information that suppliers, clients and customers have entrusted to us.

Confidential information includes information regarding wages, hours or other terms and conditions of employment and includes other employees' contact information. Employees should contact their manager or Human Resources if any uncertainty exists as to whether certain information is, in fact, confidential information. Violation of this policy may result in disciplinary action, up to and including termination.

## **CONFLICTS OF INTEREST**

CUDDLY CARE Personal Care Services expects our employees to conduct business according to the highest ethical standards of conduct. Employees are expected to devote their best efforts to the interests of the Company. CUDDLY CARE Personal Care Services recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to the Company's business dealings. However, the employee must disclose any possible conflicts so that the Company may assess and prevent potential conflicts of interest from arising. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (i.e., spouse or significant other, children, parents, siblings) as a result of the Company's business dealings.

Soliciting any direct work from a client, whose introduction comes from CUDDLY CARE Personal Care Services, is prohibited and will result in cancellation of all future bookings and result in disciplinary action, up to and including termination. All scheduling needs to be done through CUDDLY CARE Personal Care Services. If the client directly or indirectly schedules the employee for work, it is the responsibility of the employee to confirm the booking with the administrative scheduling staff. All offers of permanent placement between the client and the employee must be directed to CUDDLY CARE Personal Care Services. Outside employment is not forbidden or restricted by the Company except in those instances where a conflict of interest exists or appears to exist.

Any violation of this policy will result in immediate disciplinary action, up to and including termination. If you are unsure if a conflict of interest exists, you should contact members of management or Human Resources. The purpose of this policy is to protect employees from any conflict of interest that might arise.

## **PERMANENT PLACEMENT OPPORTUNITIES**

Clients can CUDDLY CARE Personal Care Services offer permanent, full time employment to any of our employees, but for permanent placements to occur there are a few things that need to happen first. The Client needs to express interest in CUDDLY CARE Personal Care Services hiring our employee(s). We will confirm whether our employee(s) worked at least 580 hours for the Client. If so, and the Client has also met its contractual obligations, CUDDLY CARE Personal Care Services will finalize the permanent placement. If the hours worked are less than 480 hours, CUDDLY CARE Personal Care Services will notify the Client of the conversion fee. If the conversion fee is paid, then will CUDDLY CARE Personal Care Services finalize the permanent placement.

Clients of CUDDLY CARE Personal Care Services, under contractual obligations, are to refrain from hiring our employee(s) without our involvement while the employee(s) remain active in our system, even if the employee(s) no longer work for the Client. An employee is considered in-active after 6 months of not working for any Client of CUDDLY CARE Personal Care Services. Our Client may also decide to make our employee(s) a permanent hire after their employment has CUDDLY CARE Personal Care Services been terminated. Regardless of whether G or the employee(s) terminated the relationship, the conversion fee remains enforceable and will apply for 6 months after the employee(s) employment has CUDDLY CARE Personal Care Services ended.

## **PROFESSIONAL APPEARANCE AND WORK ATTIRE**

It is important that our employees maintain a professional appearance that reflects well on themselves, our clients and CUDDLY CARE Personal Care Services. As an employee it CUDDLY CARE Personal Care Services is expected that you arrive at every event with your uniform on, clean, and pressed. Failure to present a professional appearance may result in disciplinary action, up to and including termination.

### **Personal Hygiene**

Personal cleanliness and hygiene are important in the service industry and must be maintained while employees are at work. Daily use of deodorant/antiperspirants, frequent bathing is necessary to maintain proper personal hygiene. However, fragrances, perfumes or scented body sprays are not allowed.

### **Hair**

Hair is to be neatly kept and conservative in style. Hair must be tied back so that it does not hang in one's face or obstruct eyesight and line of vision. Hair longer than shoulder length must be pulled up and off the neck if employees are working in the food production or service areas. No abnormal colors (blue, orange, red, etc....) or tones are permitted.

Male Facial Hair is to be neatly kept and conservative in style. Men must be clean shaven and free of stubble. Growing in new moustaches, goatees or other facial hair must be done on the employees own time (employees coming to work without a fully grown in moustache or goatee will be required to shave) Moustaches must be no longer than the corner of the mouth unless worn in a "goatee". Beards must be neatly trimmed and kept at all times.

### **Fingernails**

Nails are to be clean and neatly manicured and no longer than the tip of the finger and without chipped nail polish. Nail polish must be conservative in color, solid in pattern and compliment the uniform. Nail piercing is not permitted.

### **Jewelry**

- Earrings can be worn in the lobe only. No more than two pairs per lobe. Studs are preferred but should others be worn they cannot extend more than  $\frac{1}{2}$ " below the lobe. Any earrings worn must compliment the uniform.
- Rings are permitted but only two per hand.
- One watch may be worn on one of the wrists (this does not count as a bracelet). The watch must be conservative in style and size.
- All jewelry worn is at the discretion of your manager.

### **Body Art/Tattoo/Body Piercing**

recognizes that body art/tattoos/body piercing is a symbol of self-expression. Due to the nature of our business and the select clientele that we work with tattoos are not to be visible at any given time. Facial jewelry (includes tongue piercing) is not to be worn during working hours and this includes employees who do not have direct guest contact.

## **Tools**

It is a requirement that all employees wear non-slip shoes. It is also a requirement that all employees must wear a cut glove when using a knife, a meat slicer (even when a guard is available), or any other kitchen equipment which has potential for injury. Any violation of these policies will result in disciplinary action up to and including termination. All other tools necessary or required for the job are included in the event details. If an employee does not have these essential tools it is the responsibility of the employee to obtain them before their shift. For all intents and purposes, do not sign up for a shift if you do not have them.

## **ALCOHOL SERVICE POLICY**

If alcohol is served at the event which you are working, employees are required to comply with the applicable state and local law regarding service of alcohol. Failure to do so may result in disciplinary action, up to and including termination.

## **WAGE AND HOUR/PAY**

### **EMPLOYEE CLASSIFICATIONS**

To clarify the definitions of employment classifications to better understand employment status and benefit eligibility, the following policy helps by highlighting some basic distinctions.

Each employee can CUDDLY CARE Personal Care Services be designated as either “NON-EXEMPT” or “EXEMPT” from federal and state wage and hour laws. NON-EXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees, on the other hand, are excluded from federal and state wage and hour laws, such as overtime pay.

### **WORK WEEK/PAY DAY/PAYCHECK**

CUDDLY CARE Personal Care Services is obligated, by law, to withhold Federal, State and Local Income Tax and Social Security deductions and any federal/state/local authorized wage garnishments. Where permitted by law, other payroll deductions may be taken. If you have any questions about payroll deductions, please contact the controller. ***For exact pay days please refer to Attachment 1 (Pay Day Schedule).***

### **WORK SCHEDULES**

CUDDLY CARE Personal Care Services provides on-call, part-time work. It is the responsibility of the employee to inform CUDDLY CARE Personal Care Services of their availability and the number of hours they can work. To schedule work employees with their user login and password and assign themselves to any open positions which they are qualified for.

**\*\*Note: If you receive a call, message or email from our staffing office you must call us back or email us immediately. However, if you are working does not interrupt or stop working to return the Company's call.**

## **OVERTIME**

Hourly employees will be paid overtime at a rate of 1.5 times the employee's pay rate associated with the event, for all hours worked in excess of 8 hours in a day or 40 hours in the employee's work week. Overtime must be authorized by the appropriate manager or client before it is worked. If an employee works unauthorized overtime, they will be paid for the time worked but may be subject to disciplinary action, up to and including termination. Unauthorized overtime may be defined as work in excess of 8 hours that has not been approved by the appropriate manager or client before it is worked.

## **REPORTING HOURS**

CUDDLY CARE Personal Care Services has identified the work week as Monday at 12:00am to Sunday at 11:59pm. Timesheets of all hours worked for the previous week **"MUST"** be submitted or turned in on no later than **MONDAY before 12:00pm**. Any hours not turned in or not reported timely may experience a delay in payment or no payment. Should employees fail to submit their hours the Company may assume the employee was a no-show and the employee will not be compensated. Employees can submit their hours online, call, or email their hours. In addition to the above, timesheets should also be made available at the locations you work. It is a requirement that you sign in and out on them; thus, if a timesheet is not available you must email info@cuddlycarecompany.com following your shift so you can CUDDLY CARE Personal Care Services confirm your hours worked with the client for you to get paid for that shift.

Accurately reporting time worked is the responsibility of every non-exempt employee. Altering, falsifying, failure to report hours, tampering with time records or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

## **PAYCHECK DISTRIBUTION**

Employees are paid bi-weekly and paychecks can be picked up on Fridays after 9:00am. If an employee requests to have their paycheck automatically mailed, payday is the Wednesday following and those paychecks will be mailed by close of business on Wednesday. If a payday happens to fall on a holiday and the office is closed, checks will be available for pick up the following business day. There are three (3) ways employees can receive their paycheck:

1. Employees can pick up their check personally.
2. Direct Deposit
3. Employees can request to have their paycheck mailed automatically. Requests can be made directly with the Receptionist (contact information on page 2).

At this time, CUDDLY CARE Personal Care Services **does not offer direct deposit or electronic pay (EPay) cards**.

CUDDLY CARE Personal Care Services **does not honor early paycheck requests**.

**\*\*\*Do not call the office to determine if you have a paycheck ready to be picked up. It is the employee's responsibility to keep track of their hours and when they will be paid. Please refer to the Pay Day Schedule for pay days.**

## **MEAL PERIODS/BREAKS/WAIVERS/PENALTY**

Indiana Law states that every hourly and salaried non-exempt employee is entitled to a paid 10-minute rest period for every four (4) hours worked. Every hourly and salaried non-exempt employee is also entitled to a minimum of one 30-minute unpaid, uninterrupted meal period for every five (5) hours of continuous work.

After a work period of more than five (5) hours, an hourly employee must be provided an uninterrupted 30-minute off-duty meal break. This meal period must begin no later than the end of the employee's fifth (5<sup>th</sup>) hour of work, but no less than three (3) hours after arriving at work, and the employee is expected to take this meal break in full. If, however, an employee's workday is no more than six (6) hours, the employee, with mutual consent of the captain or manager on site, may elect to waive the off-duty meal period in advance by marking 'waived break' on the timesheet.

An employee should be relieved from all duties during these 30-minute meal breaks, and the employee must accurately record the time of day he or she began and ended the meal period. A meal period during which the employee is relieved of all duties is not considered time worked and thus the employee will not be paid for the meal break.

CUDDLY CARE Personal Care Services Requires employees to take their 30-minute uninterrupted meal period. It is a violation of policy if an employee doesn't take a meal break, unless both the employee and the captain or manager on site approve it knowing a meal penalty will be

assessed. In this circumstance, premium pay of one (1) additional hour will be paid to the employee. Failure to take a meal break without approval as previously stated may result in disciplinary action, up to and including termination.

When necessary, the supervisor, manager, or onsite captain will determine when the breaks will be taken so that adequate coverage can be maintained; however, it is the responsibility of the employee to ensure that they take their breaks.

If at any time an employee believes that someone is preventing him or her from taking or interfering with the employee's ability to take an authorized meal period, the employee immediately should report the matter to aCUDDLY CARE Personal Care Services representative. The employee will suffer no retaliation for reporting this matter.

***It is against California state law to combine rest periods and lunch breaks.***

## **EMPLOYEE RIGHTS AND RESPONSIBILITIES**

CUDDLY CARE Personal Care Services employees have the following rights and responsibilities regarding wage and hour matters:

1. Employees are required to record and report all their working time to their manager or the CUDDLY CARE Personal Care Services Office so that it can be paid.
2. It is the employee's responsibility to take all required meal periods and rest breaks. Employees must contact their manager if they have questions about the meal periods and/or rest breaks that are provided at the event. If you believe that you will be unable to take a required meal period or rest break, you must speak to your manager or client contact person. If the location provides 30-minute meal periods, you must take the entire 30 minutes and not perform any work.
3. Employees must not perform any work (a) before clocking in, (b) after clocking out, or (c) during unpaid meal periods.
4. If an employee does perform work while off-the-clock, they must tell your manager so that they can get paid for the time. However, they may be subject to discipline.
5. Employees must promptly notify their manager if they forget to clock in or otherwise miss any time punches.
6. Employees must follow the overtime approval process explained in the Employee Handbook. Employees must review their time record and paycheck each pay period and report any errors to theCUDDLY CARE Personal Care Services payroll administrator.

Retaliation against any employee who reports a concern about his/her wage payments, or who alleges a violation of federal, state or local wage and hour laws is prohibited. Reports of suspected retaliation should be discussed with any member of the CULINARY STAFFING management team or Human Resources.

## **BENEFITS**

### **WORKER'S COMPENSATION**

CUDDLY CARE Personal Care Service takes safety very seriously. Employees who have an accident or injury while on the job must notify their onsite manager or captain, and immediately. If medical care is needed, Human Resources can provide you with the name(s) of CUDDLY CARE Personal Care Services preferred provider network.

If the injury is deemed to be work-related and an employee is unable to earn their full pay due to the injury, they may receive workers' compensation benefits related to lost wages. Time away from work due to a work-related injury will be deemed to run concurrently with leave under the FMLA, if qualified.

## **MEDICAL BENEFITS**

CUDDLY CARE Personal Care Services Provides medical benefits in adherence with the Affordable Care Act. Human Resources will contact you when/if you qualify.

## **DENTAL/VISION BENEFITS**

CUDDLY CARE Personal Care Services Provides optional dental/vision benefits. Human Resources will contact you when/if you qualify.

## **SAFETY**

### **SAFETY RULES APPLY TO EVERYONE**

It is every employee's responsibility to know and understand the safety rules. The following general safety practices have been established to protect all employees.

### **REPORT OF INJURY – YOUR RESPONSIBILITIES**

You are to report incidences to the on-site Supervisor/Captain immediately at the time of injury. You are to call the office or the emergency phone directly following to report injury to human resources or the on-call manager. This ensures that we can promptly act to address any incidences, including facilitating medical care or treatment of any workplace injury.

If an incident such as an injury or near miss occurs, but does not require professional medical treatment, the on-site Supervisor/ office must be informed immediately, and an incident report must be completed. If necessary, you may receive first aid on-site.

If an injury occurs which requires medical attention, you will follow the emergency response plan. You must fill out a Workers' Compensation First Report of Injury form (DWC1) as soon as possible. Human Resources will send it to the email address we have on file for you to fill out electronically.

If medical attention is sought, you should inform the doctor that your Employer has a return-to-work program with modified duty jobs available.

At the conclusion of your office visit with your treating doctor you should be given a "work status report". This should be given to Human Resources.

If the treating doctor releases you to return to modified duty, as indicated on the "work status report" this form must be returned to Human Resources within 24 hours for a modified duty work assignment. CUDDLY CARE Personal Care Services will continue your salary until a modified assignment is located for you. When one becomes available you must report for work at the designated date/time. You may not return to work without a release from the attending doctor.

If you return to a modified duty job, you must perform within the limits of the duties of the job, or your treating doctor's restrictions. If at any time, job restrictions change, Human Resources is to be notified immediately and provided with a new work status report from the doctor.

If after treatment, the employee is unable to report for any kind of work, the employee must call Human Resources each week to report their medical status.

It is the responsibility of the employee to supply Human Resources with a current telephone number and an address where the employee can be contacted while not working.

The employee will notify Human Resources within 24 hours of all changes in medical condition.

### **NO ONE GETS HURTS**

- Inspect your work area before you start working and report any hazards, accidents or incidents to your manager.
- Keep aisles and fire exits clear at all times.
- Clean your work area as you work and if spills or other hazards occur that could lead to an accident.
- Provide suggestions on how to improve safety and participate in safety training, huddles and meetings.
- Use tools only for their designed purpose. Never tamper or remove warning signs or interfere with any safety/protective devices provided.
- Learn the right way to do your job. Only operate machines and/or equipment if you are trained and authorized to do so. If you are not sure you thoroughly understand the job, ask your Manager for help.
- Safety footwear (e.g., slip resistant shoes, steel toe, etc.) is required for certain jobs as part of your uniform.
- Personal protective equipment may be required for certain jobs (e.g., gloves, safety footwear, eye protection, etc.). Your manager will give you additional direction for those instances.
- You are the best judge of what you can lift. Never try to lift what you know you can't.
- Read and be familiar with the label on every container of material you handle to ensure you understand how to protect yourself from chemical hazards.

### **ADDITIONAL INFORMATION**

### **HOLIDAYS**

To observe the following holidays CUDDLY CARE Personal Care Services administration office will be closed.

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving

Christmas

## EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

I have attended the new hire orientation and will ensure that I receive my copy of the Employee Handbook which was thoroughly discussed. If I fail to receive the downloadable link via “the welcome email” I understand that I can contact the company to obtain a copy or access it in downloadable form through the Human Resources section at [info@cuddlycarecompany.com](mailto:info@cuddlycarecompany.com)

The employee handbook includes important information about CUDDLY CARE Personal Care Services, and I understand that I should consult my manager or Human Resources regarding any questions not answered in the handbook.

**I understand and agree that nothing in the Employee Handbook creates, or is intended to create, a promise or representation of continued employment and that employment at CUDDLY CARE Personal Care Services is at-will, which may be terminated at the will of either CUDDLY CARE Personal Care Services Or myself, with or without cause and with or without advanced notice. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document.**

This handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with CUDDLY CARE Personal Care Services. By distributing this handbook, the company expressly revokes any and all previous policies and procedures that are inconsistent with those contained herein.

I understand that, except for my employment-at-will status, any and all policies and practices may be changed at any time by CUDDLY CARE Personal Care Services. I will read, make sure I understand, and will agree to abide by the contents of the Employee Handbook and any revisions made to it. Failure to do so may result in disciplinary action, up to and including termination.

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EMPLOYEE NAME (PLEASE PRINT)

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DATE

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EMPLOYEE SIGNATURE

Revised 10/1/2024  
CuddlyCare Personal Care Services