

# Hospice of the Upstate

*Working Together*

## Employee Handbook



**HOSPICE OF THE UPSTATE, INC.**  
**(“HOU”)**  
*Working Together*  
**EMPLOYEE HANDBOOK**

**IMPORTANT DISCLAIMER**

PURSUANT TO SOUTH CAROLINA CODE ANN. §41-1-110, THIS HANDBOOK DOES NOT CONSTITUTE A CONTRACT OF EMPLOYMENT FOR ANY TERM. NOTHING IN THIS HANDBOOK SHALL BE CONSTRUED TO CONSTITUTE A CONTRACT AND HOU HAS THE RIGHT, AT ITS DISCRETION, TO MODIFY THIS HANDBOOK AT ANY TIME. NOTHING HEREIN LIMITS HOU’S RIGHT TO TERMINATE EMPLOYMENT. ALL EMPLOYEES ARE EMPLOYEES AT WILL AND ARE FREE TO LEAVE HOU AT ANY TIME, FOR ANY REASON, OR FOR NO REASON AT ALL. AS A CORRESPONDING RIGHT, HOU HAS THE SAME RIGHT TO TERMINATE AN EMPLOYEE AT ANY TIME, FOR ANY REASON, OR FOR NO REASON AT ALL.

HOU REMAINS THE FINAL AUTHORITY AS TO THE PROPER INTERPRETATION AND APPLICATION OF THE PROVISIONS OF THIS HANDBOOK. NO ONE EXCEPT THE CEO HAS THE AUTHORITY TO WAIVE OR MODIFY ANY OF THE PROVISIONS OF THIS HANDBOOK, OR TO MAKE REPRESENTATIONS TO THE CONTRARY AND ANY SUCH WAIVER OR MODIFICATION IS REQUIRED TO BE IN WRITING AND SIGNED BY BOTH PARTIES. ANY ORAL AND WRITTEN STATEMENTS OR PROMISES TO THE CONTRARY ARE HEREBY EXPRESSLY DISAVOWED AND SHOULD NOT BE RELIED UPON BY ANY EMPLOYEE.

THIS HANDBOOK SUPERSEDES AND REPLACES ALL PRIOR EMPLOYEE HANDBOOKS, POLICIES, AND PROCEDURES.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

(EMPLOYER COPY)

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("HOU")**

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**(EMPLOYEE COPY)**

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## **Employment At-Will**

**EMPLOYMENT WITH HOSPICE OF THE UPSTATE (“HOU”) IS ON AN AT-WILL BASIS. AS AN AT-WILL EMPLOYEE, EITHER YOU OR HOU MAY TERMINATE YOUR EMPLOYMENT AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING CONTAINED IN HOU’S POLICIES OR IN ANY OTHER MATERIALS OR INFORMATION CREATES A CONTRACT OF EMPLOYMENT BETWEEN YOU OR HOU. NO ORAL STATEMENTS TO THE CONTRARY, MADE EITHER BEFORE OR DURING YOUR EMPLOYMENT CAN CHANGE THIS. NO INDIVIDUAL SUPERVISOR OR MANAGER CAN MAKE A CONTRARY AGREEMENT, (EXCEPT FOR HOU’S CEO), AND EVEN THEN SUCH AN AGREEMENT MUST BE SET FORTH IN A WRITTEN EMPLOYMENT CONTRACT WITH YOU.**

### **Right to Amend, Modify or Terminate Policies/Programs**

HOU reserves the right to amend, modify or terminate policies and programs at any time, for any reason and with or without prior notice to employees.

### **Other Policies and Procedures**

Departments may establish guidelines, policies, and procedures appropriate for their areas. Department policies should be in compliance with, subject to, and consistent with the general policies of HOU and, in the event of any inconsistency, this Handbook and general policies of HOU shall govern. Employees are expected to be knowledgeable of and observe all of the relevant policies regarding their employment. Employees are encouraged to discuss questions and suggest improvements to their supervisor.

Departments that have a policy and procedure handbook are to utilize it; however, the separate department guidelines, policies and procedures are subordinate to the HOU Handbook and in no way alter the employment at-will status.

### **Distribution**

This employee handbook describes the policies and procedures that guide the employment relationship between HOU and its employees. A copy of this employee handbook is located in the human resource office and on Netchex.

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## FOREWARD

Dear HOU Colleague:

Whether you have just joined our staff or have been at Hospice of the Upstate (“HOU”), for a while, we are confident that you will find our company a rewarding place in which to work. We look forward to a productive and successful association. We are proud to be associated with so many caring and dedicated individuals and consider our employees one of our most valuable resources.

HOU is a leader and standard bearer in its industry and has enjoyed a reputation for being among the friendliest, most compassionate and courteous healthcare providers in the area. This reputation is the positive result of dedicated employees and volunteers who have shown sincere compassion and respect for our patients, their families and for each other.

There are several things to keep in mind about this handbook. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to the Human Resource department.

Neither this handbook nor any other company document confers any contractual right, either express or implied, to remain in the company’s employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will with or without cause and without prior notice by the company, or you may resign for any reason at any time. No supervisor or other representative of the company (except the CEO) has the authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the above. Such agreement must be in writing and signed by both parties.

The procedures, practices, policies and benefits described here may be modified or discontinued from time to time. We will try to inform you of any changes as they occur.

This handbook and the information in it should be treated as confidential. No portion of this handbook should be disclosed to others, except HOU employees and others affiliated with the employees of HOU whose knowledge of the information is appropriate as required in the normal course of business or pursuant to law.

Some subjects described in this handbook are covered in detail in official policy documents. Refer to these documents for specific information because the handbook only briefly summarizes those guidelines and benefits. Please note that the term of the written insurance policies are controlling and override any statements made in this or other documents.

Always know that if you have any specific questions, you can talk with your supervisor, department manager or human resources representative.

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## Introduction to Hospice of the Upstate

### Hospice of the Upstate Core Values

1. Because our patients and their families come first, we are committed to providing ***excellent care that exceeds quality levels nationwide.***
2. We will preserve the spirit of ***compassionate care***, which is our foundation. Spending quality time with patients and families will always be a priority, regardless of external changes.
3. ***Integrity*** will continue to guide our actions.
4. We care about our staff; their health, happiness, development and future. We are committed to a free and open exchange of ideas in a culture of ***trust***.
5. We will be ***good stewards*** of our resources while striving to fulfill our mission.
6. We are ***rooted in our community*** as a resource, and we value our responsibility to give back to those around us.

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### Ethics

Hospice of the Upstate provides compassionate, quality care to terminally ill patients and their families, while offering leadership and community education for end of life. HOU's reputation for providing these high standards of care, leadership and education and doing so in an ethical manner is what distinguishes it from its competitors.

#### ***Code of Ethics***

HOU employees and volunteers will:

- Respect the rights, values and boundaries of all we serve, with consideration of our values and the law.
- Respect and to the best of our ability protect the privacy and confidentiality of all we serve and of those who serve us.
- Provide quality services in a timely manner to all regardless of age, race, gender, religion, sexual orientation, ethnic background, terminal diagnosis, or ability to pay.

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- Act in accordance with the highest standards of personal and professional integrity, treating others with respect and honesty.
- Accurately present the scope of our services, expertise, and financial operations for patients, families, charitable donors and the community.
- Achieve increasing proficiency and expertise in the delivery of care and in organizational performance.
- Provide services consistent with HOU philosophy and just distribution of resources.

### **History**

HOU provides home care and also operates a freestanding inpatient, residential, and respite facility. Hospice of the Upstate, Inc. (“HOU”) was established in 1988 when a group of concerned citizens and health care professionals came together to form a not-for-profit corporation to “provide psychological, spiritual, and physical comfort and support for dying patients and their families.” The first patients were accepted in September of 1988. The original service area was Anderson, Oconee, Pickens, and Hart Counties, but now also includes Greenville and Abbeville Counties and four additional counties in Northeast Georgia that can be reached within one hour in an emergency and patients from any location for hospice house care.

### **Services**

Interdisciplinary teams (IDG) devoted to the care of specific groups of patients and family members meet at least bi-weekly to discuss and plan the care for each patient and family. The HOU IDG consists of a nurse, social worker, pastoral counselor, volunteer, home health aide, medical director, and bereavement counselor. The patient, family, and their physician are also part of the team. On-call staff is available 24 hours a day, 7 days a week. Bereavement care services are provided to family members for up to thirteen (13) months after the patient’s death and to members of the community who have experienced a loss.

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## **Hospice of the Upstate Mission Statement**

Hospice of the Upstate provides compassionate, quality care to terminally ill patients and their families, while offering leadership and community education for end of life.

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## **Open Door Communication**

At HOU we believe that communication is the heart of good employee relations. You should try to resolve your work-related issues by discussing them with your supervisor. Sometimes you may need to discuss an issue with the head of your department or with your human resources representative. Regardless of the situation, you will be able to openly discuss your work-related issues and concerns without fear of retribution.

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All employees are encouraged to provide input and suggestions concerning the overall operation and programs of HOU, by following the proper channels of communication. Employees should initially bring their comments to their immediate supervisor. In those cases where that may be inappropriate, employees are encouraged to first contact human resources and then the CEO.

The Board of Directors for HOU is responsible for setting policies for its employees. The Board employs the CEO, to whom it delegates responsibility for the day-to-day administration of HOU. In the absence of the CEO, another employee will be designated as being in charge. If an employee is unable to obtain a formal resolution to his/her issue or question they should refer to the Grievance Procedure in this employee handbook.

## Workplace Policies

### Anti-Harassment Policy

#### General Statement

HOU believes its employees, volunteers, customers, patients and their families should be able to enjoy a workplace free from harassment based on an individual's sex, gender, race, color, religion, national origin, age, disability, veteran, or any other legally protected status. In compliance with federal and state laws, it is the policy of HOU to prohibit harassment and violence in the workplace by any person and in any form.

Specifically, no supervisor, employee, vendor, professional, customer, guest, or other individual shall threaten or harass any other individual or insinuate harassment toward another individual through their conduct or through any communication of any nature. HOU will investigate all complaints of harassment, either formal or informal, verbal or written, and take appropriate action or discipline against any person who is found to have violated this policy.

HOU recognizes that it may be difficult to define what constitutes harassment under the law. As a result, HOU will not tolerate any type of inappropriate behavior that may lead to forms of illegal harassment. Inappropriate behavior includes, but is not limited to, unwanted physical contact; foul language; sexually oriented propositions, jokes, remarks, or questions; obscene gestures; the display of sexually explicit pictures, cartoons, or other material such as graffiti that may be offensive to another individual; ethnic jokes or racial slurs; and teasing about religious or cultural observance. Because any of the above may be considered offensive to another individual, these activities should not occur.

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## **Sexual Harassment Defined**

Sexual harassment or gender-based harassment occurs when unwelcome conduct, generally of a sexual nature, becomes a condition of an employee's continued employment, affects other employment decisions regarding the employee, or creates an intimidating, hostile, or offensive working environment. Sexual harassment could include, but is not limited to:

- Requests for sexual favors;
- Unwanted physical contact, including touching, pinching, or brushing the body;
- Verbal harassment, such as sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, and threats;
- Nonverbal conduct, such as display of sexually suggestive objects or pictures, leering, inappropriate whistling, or obscene gestures; and
- Acts of aggression, intimidation, hostility, threats, or unequal treatment based on sex or gender (even if not sexual in nature).

Both women and men can experience sexual harassment. Harassment can also be between persons of the same sex.

## **Other Forms of Illegal Harassment**

Harassment includes many forms. It includes: (1) verbal or physical conduct that defames or shows hostility toward an individual because of his or her sex, gender, pregnancy, race, color, religion, national origin, age, disability, veteran, or any other legally protected status, or that of the individual's relatives, friends, or associates; (2) creates or is intended to create an intimidating, hostile, or offensive working environment; (3) interferes or is intended to interfere with an individual's work performance; or (4) otherwise adversely affects an individual's employment opportunities. Harassing conduct could include, but is not limited to:

- Epithets; slurs; negative stereotyping; threatening, intimidating, or hostile acts that relate to an individual's sex, gender, pregnancy, race, color, religion, national origin, age, disability, veteran, or any other legally protected status.
- Written or graphic material that defames or shows hostility or aversion toward an individual or group because of an individual's sex, gender, pregnancy, race, color, religion, national origin, age, disability, veteran, or any other legally protected status, and that is placed on walls, bulletin boards, or elsewhere on HOU's premises, or that is circulated on the premises.

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## **Reports and Investigation of Harassment Complaints, Including Sexual Harassment**

Any individual who believes that he or she has been the subject of harassment or violence is expected to first tell the person to stop. Confrontation of the person, in most instances, may stop the harassment. The individual should also report the alleged act immediately to their supervisor or to the Human Resources Director. A report by the individual must be made within thirty (30) days of the occurrence of the alleged harassment or violence. Upon receipt of a report of harassment, a written summary of the incident is to be completed by human resources as soon as possible, but within twenty-four (24) hours of the receipt of the report.

The complaint shall be investigated by the Human Resources Director or his/her designee. HOU will make every effort to ensure that complaints are resolved promptly and efficiently. The complaint will be investigated and the complaining individual will be advised of the findings or the status of the investigation in writing within two (2) weeks, or as soon thereafter as possible. All findings related to the investigation will be kept as confidential as possible, with the exception of those with a need to know. As part of the investigation, HOU may interview the complainant, the alleged harasser, and any other appropriate individuals and shall make a finding following completion of the investigation.

While isolated incidents of unwelcome behavior may not rise to the level of harassment, HOU does not condone offensive or unwelcome behavior of any kind or duration, and will take whatever action it deems appropriate to eliminate reoccurrence of such behavior which is brought to HOU's attention.

Upon receipt and/or verification of a complaint, appropriate action will be taken. Such action may include, but is not limited to, warning, suspension, transfer, awareness training, counseling, or termination. In determining what is an appropriate response for a finding that harassment and violation of this policy have occurred, management may consider, among other things, what response is most likely to end the harassment, whether a particular response is likely to deter similar future conduct by the harasser and others, the amount and kind of harm suffered by the victim, the identity of the party who engages in the harassing conduct, and whether any prior harassment claims have been made.

Retaliation towards any individual for reporting harassment or participating in an investigation is prohibited and appropriate disciplinary action will be taken against individuals who do so. Any individual who is found, after appropriate investigation, to have engaged in retaliation of another individual will be subject to appropriate disciplinary actions, up to and including immediate termination.

Dating relationships are discouraged between employees. Appropriate actions can be taken at the discretion of management to remove the possibility of harassment. Management may determine that a transfer, reassignment or immediate termination is the appropriate action.

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## Anti-Trust

### ***Policy***

HOU complies with all laws pertaining to anti-trust and competition. Such laws generally forbid any kind of understanding or agreement, whether written or oral, between competitors (a) to fix, control or affect prices, terms, and conditions of sales; (b) to divide or allocate clients/patients/customers or markets; (c) to engage in boycotts or other concerted refusals to deal, or (d) to engage in any other conduct that unreasonably restrains competition.

### ***Responsibilities***

Since competition laws may be unclear in their application, you must be sensitive to the possibility of legal concerns under these laws and consult with your supervisor or other appropriate management when concerns arise during the consideration of any action of competitive significance. Do not hesitate to contact the CEO with any concerns than you may have.

When dealing with competitors, keep in mind the following guidelines:

- **Informal meetings and telephone conversations.** There may be times where you have occasion for an informal meeting or telephone conversation with a representative from a competing business. Limit conversations to those trade association activities or business arrangements approved by your supervisor. Do not exchange or discuss any competitive information, including advertising sales, rates and standards.
- **Trade associations, multi-employer groups or other similar organizations.** Requests to join a trade association or other similar group should be discussed with and approved by your supervisor. If you subsequently join such a group, do not exchange or discuss any competitive information unless such data is merged in historical totals or averages that do not reveal individual companies or transactions and is in a format satisfactory to your CEO.
- **Written correspondence.** Correspondence (paper or e-mail) to competing businesses should be reviewed and approved by your supervisor. Do not include any competitive information relating to standards, advertising sales and rates or information on a published rate card.

### ***Corrective action***

Conduct inconsistent with this policy may result in corrective action up to and including termination.

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## Attendance and Punctuality

### ***Policy***

HOU expects that employees will be on time and work productively every scheduled workday, and when any overtime hours are necessary.

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***Notification responsibilities***

In cases where you will be late or absent, notify your supervisor *before* the start of your workday. This enables HOU to make adjustments for absences. If you cannot speak with your supervisor personally, leave a number on his/her voicemail where you can be reached.

If you are absent from work for three consecutive work days and have not contacted your supervisor or human resources representative to report your absence, HOU will treat the situation as a voluntarily resignation of your employment with the company.

***Accounting for absences/tardiness***

As a non-exempt employee, you may be permitted to make up time away from work or use PTO (paid time off) days to account for your time away. Arrangements of this type are subject to advance supervisory approval.

***Lunch/Breaks***

At HOU there are varied work schedules to accommodate different disciplines. Non-exempt hourly employees are allocated a 30 minute lunch with any exceptions requiring previous supervisor approval. Formal breaks are not required by law and may be scheduled at the discretion of each department head.

***Leaving HOU campus premises***

Non-exempt hourly employees are required to clock out in NetChex when leaving HOU premises for any non-work related activity.

***Corrective action***

Conduct inconsistent with this policy, including excessive tardiness, absenteeism or other unscheduled absences, may result in corrective action, up to and including termination of your employment.

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## **Community Involvement**

***Policy***

Employees are encouraged to become involved in their communities, but should be aware of potential conflicts of interest. The nature of our business often leads our company to be involved in charitable activities or events. These events have been and will continue to be part of our commitment to the community.

However, company property or our company's name may not be used to conduct business or administrative services for a charitable event or any other outside organization without prior approval from management. In addition, employees and affiliates in positions of authority should not pressure or coerce employees to financially support or participate in outside charities or organizations.

***Responsibilities***

If you are interested in using company property or the company's name to conduct business or administrative services for a charitable event or any other outside organization, you must submit a request in writing and receive prior written approval from your department head.

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**Corrective action**

Conduct inconsistent with this policy may result in corrective action up to and including termination of your employment.

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## Conflict of Interest

**Policy**

Transactions in which HOU is involved shall not be influenced, or reasonably appear to be influenced, by any employees' personal or financial interest or relationships. HOU has developed an extensive Conflict of Interest Policy. All HOU employees are required to review HOU's Conflict of Interest Policy and to sign HOU's Conflict of Interest Agreement. A copy of the Conflict of Interest Policy can be obtained from the Human Resource Office and is also available on our server at "Conflict of Interest Policy" filed in grpdata on 'hospdata01' (G:).

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## Controlled Substance and Alcohol Abuse

**Policy**

It is the intent of HOU to provide a drug free workplace for its employees. Illegal possession, use, or distribution of drugs at the workplace is prohibited. This policy covers both illegal drugs and legal drugs used without a prescription or used in an un-prescribed manner. This type of violation may cause the employee to be subject to immediate discharge.

Any employee convicted of or pleading guilty to any drug crime must notify HOU within five days of the conviction or plea.

HOU is committed to providing a safe work environment and to fostering the well being and health of its employees and contracted personnel. That commitment is jeopardized when any HOU employee or contracted personnel, while on the job: illegally uses, possesses, sells or distributes drugs or alcohol, or; has these substances present in his/her body. Therefore, HOU has established the following policy:

1. It is a violation of HOU policy for any employee or contracted personnel to consume, possess, sell, trade, distribute, or offer for sale illegal drugs or alcohol or otherwise engage in the illegal use of drugs or alcohol on the job.
2. It is a violation of HOU policy for any employee or contracted personnel to report to work under the influence of illegal drugs or alcohol; that is, with illegal drugs or alcohol in his/her body.
3. It is a violation of HOU policy for any employee or contracted personnel to use prescription drugs illegally, or to be impaired by any legal drug or alternative herbal therapy, on the job. (However, nothing in this policy precludes the appropriate use of legally prescribed medication.)

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4. Violations of this policy are subject to disciplinary action up to and including termination.

It is the responsibility of HOU supervisors to counsel employees or contracted personnel whenever they see changes in performance or behavior that suggests drug or alcohol related influence or impairment. Although it is not the supervisor's job to diagnose personal problems, the supervisor should encourage such employees to seek help and advise them about available resources for getting help.

The goal of this policy is to balance our respect for privacy with the need to maintain a safe, productive, and drug-free environment. The intent of this policy is to offer a helping hand to those who need it, while sending a clear message that illegal use of drugs and/or alcohol is incompatible with employment or contractor work at HOU.

As a condition of employment, employees must abide by the terms of this policy and must notify HOU immediately in writing of:

1. Any conviction or guilty plea (related to workplace conduct) of a criminal drug statute;
2. Any positive drug screen where such is required by operation of law or as a condition of continued employment at any employer;
3. Any investigative action taken by a licensing or regulatory authority related to drug or alcohol use or any limitation placed upon a license, including suspension or termination;
4. Any voluntary or involuntary inpatient hospitalization or treatment for drug or alcohol use, abuse, dependency, or addiction.

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## Distributing and Soliciting

### ***Policy***

In order to promote efficiency and effectiveness of our operations, non-employees may not enter the company's premises to solicit on behalf of any organization, or cause or to distribute literature or any printed material. No employee may solicit on behalf of any organization or cause during working time. Working time is the time employees are expected to be working and does not include rest, meal or other authorized breaks.

### ***Corrective action***

Conduct in violation of this policy may result in corrective action up to and including termination of your employment.

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## Employee Assistance Program (EAP)

HOU offers an Employee Assistance Program (EAP) benefit for employees. The EAP provides confidential assessment, referral and short-term counseling for employees who need or request it. Certain EAP referral to treatment providers outside the EAP may be covered by the employee's medical insurance.

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## Employee Reporting Protection

### ***Policy***

HOU requires employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of HOU, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

### ***Reporting Responsibility***

It is the responsibility of all employees to comply with HOU's Code of Conduct (Code) and to report violations or suspected violations in accordance with this Employee Reporting Protection Policy.

### ***No Retaliation***

No employee who in good faith reports a violation of the Code shall suffer harassment, retaliation or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including immediate termination of employment. This Employee Reporting Protection Policy is intended to encourage and enable employees to raise serious concerns within HOU prior to seeking resolution outside HOU.

### ***Reporting Violations***

This employee handbook, *Working Together*, addresses HOU's open door policy and suggests that employees share their questions, concerns, suggestions or complaints with someone who can address them properly. In most cases, an employee's supervisor is in the best position to address an area of concern. However, if the employee is not comfortable speaking with his/her supervisor or is unsatisfied with his/her supervisor's response, he/she is encouraged to speak with someone in human resources or anyone in management with whom they are comfortable.

Supervisors and managers are required to report suspected violations of the Code to HOU's CEO, who has specific and exclusive responsibility to investigate all reported violations of suspected fraud. If the employee is not satisfied or is uncomfortable with following HOU's Open Door Policy, individuals should contact HOU's CEO. If the employee is uncomfortable with reporting possible violations to the CEO, they should report concerns to the Hospice of the Upstate's Board of Director's Chair.

### ***CEO Role in Resolving Reported Violations***

HOU's CEO is responsible for investigating and resolving all reported complaints and allegations concerning violations of the Code and shall advise the HOU Board Chair and the Board Quality Council.

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The CEO is a member of and has direct access to the Quality Council and the Executive Committee of the Board of Directors and is required to report compliance activity to the Executive Committee.

### ***Accounting and Auditing Matters***

The Executive Committee of the HOU Board of Directors shall address all reported concerns or complaints regarding corporate accounting practices, and internal controls for auditing. The CEO shall immediately notify the Executive Committee of any such complaint and work with the committee until the matter is resolved.

### ***Acting in Good Faith***

Anyone filing a complaint concerning a violation or suspected violation of the Code must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of the Code. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

### **Confidentiality**

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

### ***Handling of Reported Violations***

The CEO or Board of Directors Chair will notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

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## **Employment of Relatives**

### ***Policy***

HOU discourages the employment of relatives. Relatives working in the same area of an organization may lead to conflicts of interest or problems with favoritism that may impact employee morale. A member of management may not employ or supervise relatives in his or her direct line of authority.

### ***Definition of relative***

Relatives are defined as your spouse/domestic partner, parent, stepparent, parent-in-law, legal guardian, child, stepchild, son- and daughter-in-law, brother, sister, stepsibling, brother- and sister-in law, grandparent, grandchild, aunt, uncle, cousin, or any individual who may reside in your immediate household or who may be considered a significant other.

Other situations involving the possible employment of a family member within an individual operating unit in which an executive works or has administrative responsibility should be discussed with human resources.

### ***Notification responsibilities***

If there are any concerns about nepotism, the situation should be discussed with your supervisor and human resources representative before a hiring decision is made.

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HOU recognizes that close personal relationships may develop between co-workers. If you're involved in a relationship that may lead to conflicts of interest or other employee morale problems, you and your co-worker will need to consult with your supervisor or human resources representative. Working together, a plan will be developed to resolve any potential conflicts.

***Corrective action***

If you do not disclose to your supervisor an existing personal relationship as defined by this policy, it may result in corrective action, up to and including the ending of your employment.

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## **Employment Testing**

***Pre-Employment Testing***

Persons offered employment at HOU will undergo testing for the presence of illegal drugs and/or alcohol as a condition of employment. Any applicant with a confirmed positive test result will be denied employment. HOU will not discriminate against applicants for employment because of a history of drug or alcohol use. Therefore, individuals who have failed a pre-employment test may initiate another employment inquiry with HOU after a period of no less than one year.

***Employee Testing***

HOU has adopted testing practices to identify employees who illegally use drugs either on or off the job. Under certain circumstances, expanded tests may be ordered by the EAP. It shall be a condition of employment for all employees to submit to drug testing under the following circumstances:

1. New hires for pre-employment.
2. Random testing for 3% of new hires during their 90-day probationary period.
3. When there is reasonable suspicion to believe that an employee is under the influence of alcohol or drugs ("for cause"), a drug screen and a saliva and/or blood alcohol test are performed.
4. Lost time accident (when the employee is put out of work for more than the day of the injury).
5. Post-accident when incident/accident is work-related.
6. Post accident when a HOU owned vehicle, or significant property damage is involved.
7. EAP follow-up program to treatment for alcohol or drug abuse.
8. Hospice wide random testing.

***Confidentiality***

All information, interviews, reports and drug test results written or otherwise will be kept as confidential as possible in accordance with the DRUG FREE WORKPLACE ACT and other state and federal laws.

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### ***Confirmed Positive Result***

1. All staff with an initial suspect positive test will be immediately suspended without pay, pending confirmation by an outside laboratory and review by the Medical Review Officer. All recommendations for treatment will be confirmed by an appropriate representative of Human Resources. Any staff not submitting to an evaluation or not following the treatment recommendations may be terminated. If the confirmatory test is negative, the employee may be returned to work with pay for any lost days.
2. Any employee who receives a positive confirmed drug test result may contest or explain the reason to the Medical Review Officer within 5 working days after notification of the positive test results.
3. Employees may request a retest, at their expense, of the positive drug screen. The retest will be ordered by the Employee Health Medical Review Officer.

### ***Causes for Termination***

1. Staff may be terminated if they violate HOU's drug policy. Staff may be terminated if they refuse to submit to any required drug/alcohol testing or fail to report for testing.
2. Staff engaged in on/off-the-job manufacture, possession or distribution of illegal drugs shall be subject to immediate termination.
3. An employee may also be subject to termination if he or she attempts in any way to alter a urine or blood sample to be used for drug/screening.

### ***Counseling, Treatment and Rehabilitation for Drug/Alcohol***

1. Staff is encouraged to voluntarily seek assistance in resolving drug or alcohol use problems, before they become problems in the workplace. Voluntary participation in counseling, treatment, or rehabilitation for drug or alcohol use shall not, by itself, jeopardize the continued employment. However, the employee may still be subject to testing and otherwise required to comply with this policy, and will be subject to all other HOU policies. An employee in an inpatient rehabilitation program who is unavailable for testing at HOU may be required to provide testing results from that program.
2. When a drug/alcohol problem is identified through drug/alcohol testing at work, the employee will be required to have an evaluation by the EAP counselor and Medical Review Officer and follow their recommendations.
3. The employee's participation in counseling, treatment or rehabilitation shall be on the employee's time and at the employee's expense (except to the extent an employee may be covered by health

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insurance or receiving counseling through HOU's EAP). The employee is expected to complete the counseling, treatment or rehabilitation program as requested by the MRO and EAP counselor.

### ***Searches***

Employees may be requested to submit to a search of their personal property located on HOU premises at any time. Employees may be required to empty the contents of their clothing, purses and other personal containers, and have their work areas, lockers, desks, etc. carefully inspected. Failure to comply with a search may result in corrective action up to and including termination of employment.

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## **Equal Employment Opportunity**

### ***Policy***

HOU's goal is to recruit, hire and maintain a diverse workforce. Equal employment opportunity is good business and the law. All personnel actions, including, but not limited to, recruitment, selection, hiring, training, transfer, promotion, termination, compensation and benefits conform to this basic policy.

As an equal employment opportunity employer, the company does not discriminate in its employment decisions on the basis of race, sex, sexual orientation, gender, color, religion, age, genetic information, medical condition, disability, marital status, citizenship or national origin and military membership or veteran status or on any other basis which would be in violation of any applicable federal, state or local law. Furthermore, the company will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship for the company.

### ***Corrective action***

Conduct in violation of this policy may result in corrective action, up to and including termination of your employment.

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## **Gifts**

Under no circumstances are HOU employees to either solicit or accept gifts of any nature for themselves, their relatives, friends, co-workers or for organizations with which they are affiliated with. If a patient, family, caregiver, or other member of the community desires to make a financial/monetary gift, it should be made in the form of a contribution or memorial payable to Hospice of the Upstate, Inc.

Persons desiring to make gifts of supplies or property should be directed to the Development Department.

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## **Health Insurance Portability and Accountability Act (HIPAA) Health Information Technology for Economic and Clinical Health Act (HITECH)**

### ***Policy***

HOU adheres to all Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security Policies. In compliance with the HIPPA Health Information Technology for Economic and Clinical Health Act (HITECH), employees are advised that disciplinary actions will be applied to any non-compliance to privacy standards. Employees are required to report any suspected or actual security incidents to the Privacy Officer/QI Manager as soon as possible. An immediate investigation will be conducted to determine the nature and severity of the violation. Disciplinary actions for privacy and security violations, including the breach of incident reports, will be applied to all job categories in accordance to HOU disciplinary policies.

### **Client and Record Confidentiality**

Employees will, to the best of their ability, ensure confidentiality and privacy in regard to history, records and discussions about the people we serve. **The very fact that an individual is served by HOU must be kept private and confidential.** Disclosure can be made only under specific conditions. This means that staff shall not disclose **any** information about a person, including the fact that the person is or is not served by our organization unless authorized by the CEO or other authorized personnel. The principle of confidentiality must be maintained in all programs, departments, functions and activities.

- No information requested by anyone outside HOU will be given over the telephone. Staff is instructed to respond with the statement “HOU policy does not permit me to give out this information.” That includes whether or not a person is or has been served by HOU. No information about individuals or records will be released to state, federal or other agencies that cannot identify the person by name, address, Social Security number or other coding procedure. A release form must be signed by the individual concerned.
- Employees are to immediately notify the CEO in the event the employee is served with a subpoena requiring testimony or the production of records pertinent to matters within the normal scope and course of employment.
- If records are inspected by an outside agency, the individual(s) who inspect the records must be specifically authorized to do so by the CEO or designee. The taking of notes, copying of records or removal of records is specifically prohibited in such cases.
- Staff will not discuss any individual’s record with unauthorized individuals, whether on or off duty. All employees are required to sign a confidentiality acknowledgement stating their responsibility and commitment in regard to client information.
- Records must be kept in a secure location and the room locked when the records are not being monitored.

**\* Refer to detailed HIPAA polices available through the Quality Improvement Manager.**

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## **Contact from the Media**

Representatives of the news media may on occasion, contact employees or volunteers. For the protection of HOU patients, families, and this organization, consult with the CEO or the designated representative to develop a plan of communication. Most media communications will be referred to the CEO or his or her designee. Each request from the news media will be handled on a case-by-case basis.

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## **Outside Employment/Affiliations**

### ***Policy***

Employees may not, directly or indirectly, compete with HOU in any manner whatsoever. While having a second job is not prohibited, it must not affect an employee's standard company workday, interfere or conflict with regular duties, raise any ethics concerns or necessitate long hours that may impact working effectiveness. The company reserves the right to prohibit employees from engaging in outside employment where it might subject the company to criticism or interfere with employment at the company.

### ***Notification responsibilities***

Notify your supervisor, in writing, of all outside business interests and employment activities in which you are engaged or desire to accept while employed with the company. After notification, your supervisor will advise you of any potential conflicts. Your supervisor's approval is needed prior to accepting outside employment. Additionally, you are responsible for notifying your supervisor of any future changes in such activities. You are expected to avoid any conflict of interest and to report any such conflict, if it occurs, immediately to your supervisor.

### ***Corrective action***

Conduct inconsistent with this policy may result in corrective action up to and including the ending of your employment.

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## **Social Functions**

### ***Hospice of the Upstate Social Functions***

Occasionally, HOU may host or sponsor social functions at which alcohol is served. Relating to the above, HOU employees may consume alcohol at those events; however, employees are to limit their consumption and remain professional and conduct themselves in an appropriate manner. Excessive consumption and/or inappropriate behavior may result in corrective action up to and including termination.

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## Social Media Policy

### **Policy**

This policy applies to all associates who work for HOU. Managers and supervisors should use the supplemental Social Media Management Guidelines for additional guidance in administering the policy.

### **Guidelines**

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

### **Know and follow the rules**

Carefully read these guidelines, the HOU Code of Ethics, HOU's Client and Record Confidentiality Policy, HIPAA and HITEC, and HOU's Anti-Harassment Policy and Equipment Policy and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### **Be respectful**

Always be fair and courteous to fellow associates, customers, members, vendors, suppliers or people who work on behalf of HOU. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet.

Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage employees, patients and their families, customers, suppliers, volunteers and people who work on behalf of HOU or HOU's legitimate business interests or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

### **Be honest and accurate**

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Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about HOU's fellow employees, patients and their families, customers, vendors, suppliers, volunteers and people who work on behalf of HOU or HOU's legitimate business interests or competitors.

### **Post only appropriate and respectful content**

- Maintain the confidentiality of HOU private information by not divulging such information to employees, individuals or entities not entitled to receive that information.
- Maintain the confidentiality of HOU Trades secrets that may include information regarding the development of systems, processes, marketing plans, products, know-how and technology. Do not post internal reports, internal policies, internal procedures or other internal business-related confidential communications.
- Do not post confidential information regarding other employees or patients.
- All medical and patient information is subject to HOU's Client and Record Confidentiality Policy, HIPAA and HITEC Policies.
- Do not create a link from your blog, website or other social networking site to a HOU website without identifying yourself as a HOU employee.
- Express only your personal opinions. Never represent yourself as a spokesperson for HOU. If HOU is a subject of the content you are creating, be clear and open about the fact that you are an associate and make it clear that your views do not represent those of HOU, fellow employees, patients and their families, customers, vendors, suppliers, volunteers and people who work on behalf of HOU or HOU's legitimate business interests. If you do publish a blog or post online related to the work you do or subjects associated with HOU, make it clear that you are not speaking on behalf of HOU. It is best to include a disclaimer such as *"The postings on this site are my own and do not necessarily reflect the views of HOU."*

### **Using social media at work**

Refrain from using social media while on work time or on equipment we provide, unless it is work-related, authorized by your manager or consistent with HOU's Equipment Policy. Do not use HOU email addresses to register on social networks, blogs or other online tools utilized for personal use.

### **Retaliation is prohibited**

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

### **Media contacts**

Employees should not speak to the media on HOU's behalf without contacting the CEO and marketing director. All media inquiries should be directed to them.

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## For more information

If you have questions or need further guidance, please contact the human resources director.

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## TECHNOLOGY POLICIES

### Electronic Communications

#### ***Policy***

HOU currently provides and maintains the following forms of electronic communication, messaging agents and electronic facilities: internal and external electronic mail (e-mail), telephone voice mail, Internet access, and computer hardware and software. All are efficient and valuable business tools. They are also company property and are intended to facilitate business-related communications. The development and/or implementation of new forms of electronic communication will be included in this policy.

#### ***Ownership***

The communication systems, as well as the equipment and data stored, are and remain at all times the property of the company. These systems are not considered confidential. HOU reserves the right to retrieve and review any message or file composed, sent or received. Remember, even when an e-mail or voice-mail message has been deleted, it is still possible to retrieve and review that message. Our internal systems routinely collect usage information for service and other legitimate business purposes, which includes ensuring compliance with company policies and procedures.

When it comes to e-mail and voicemail, the rule-of-thumb is that you should not say or write anything that you would not want someone other than the intended receiver to hear or read. If you receive a message that is not addressed to you, you are not authorized to read or use information contained in that message.

#### ***Security***

For security reasons, HOU information should not be transferred from the company e-mail systems to private e-mail systems.

Likewise, internal phone directories are for internal use and should not be shared with individuals outside of the company. Any external requests for company phone listings should be directed to your human resources representative.

All users of our company's information systems share in the responsibility to keep our systems secure. In doing so, the company expects:

- Passwords are kept confidential and secure and are not to be shared with anyone;
- The use of the "remember password" feature on applications is avoided;

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- A combination of letters and numbers/characters in passwords be used, avoiding easy-to-guess combinations (e.g. your address, spouse's name, or birthdays); and
- A password protected screen saver should be configured to activate after 7 minutes or less.

### ***Internet Usage***

The Internet is an exciting and interesting source of information and entertainment. Remember that Internet usage is for HOU business and HOU expects that you will use the Internet in an appropriate and productive manner. Accessing or forwarding inappropriate content via the Internet is prohibited.

Seek the guidance of your supervisor, human resources representative or the business office to discuss any questions about the appropriate use of the Internet. HOU, however, expects that you will:

- not consume large amounts of bandwidth by downloading MP3 or music files, streaming video, or listening to web-radio;
- not participate in "chat groups" unless your job specifically requires you to do so;
- include a disclaimer, when appropriate, explaining that your comments are your own and not necessarily those of the company; and
- not subscribe to any list-serve that delivers more than one e-mail per day, unless required by your job.

Use of the Internet, including using the company's e-mail system, for personal use can create an adverse impact on our company-wide network. Such impact can slow down our computer systems' performance.

Wireless networks can be extremely convenient, but can pose a serious threat to the company network if not properly secured. HOU must approve all wireless network installations.

### ***Personal use***

While limited personal use of these communication tools is not prohibited, it should be used in an appropriate and productive manner. They may not be used for personal business ventures.

Perpetuating chain letters on the company's e-mail system is not acceptable and may negatively impact the performance of our system company-wide.

### ***Software***

The following requirements regarding software are to prevent the introduction of untested software, protect the network from viruses, keep us within legal guidelines and ensure that our workstations are operating in a stable manner. The requirements are:

- Only software approved, licensed or owned by the company may be used on its computers. You should not use or install your own software on the company's computers.

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- You may not copy, reproduce or take home any software or documentation owned or licensed by the company without prior approval of your supervisor and technology department. To do so may violate the company's license agreements and copyright laws.
- Periodically delete files no longer in use and keep private network directories free of unneeded files.
- Do not install a modem on any computer without prior approval from the company. If approved, the technology department will install modems.
- Do not download any shareware, freeware or demo software from public networks without advanced approval from the technology department. Downloading information from the Internet is acceptable when it meets a business need.

***Software and hardware purchases***

To ensure the compatibility, security and proper installation, all computer hardware and software will be acquired by the business office. This applies to all software including, but not limited to, business applications, games, and screen saver programs and all hardware including, but not limited to, desktop PC, laptop PC, handheld devices and printers.

All computer-related purchases must be reviewed by the business office prior to ordering. The business office will ensure that the requested items will function with the company's current technology and that sufficient support is available for productive use. Software and hardware will be evaluated to ensure that a minimum level of security can be established in order to maintain a safe computing environment for the company.

Contact the business office with regard to purchase or installation of any new computer related materials. No personal hardware or software is allowed for use without prior approval of management and IT.

***Corrective action***

Conduct inconsistent with this policy may result in corrective action up to and including the termination of employment.

***Coordination with other policies/programs***

This policy coordinates with the Harassment Policy and the Equipment Policy.

**Equipment Policy**  
**Cell phones, Computers, PDA's, Telephones, etc.**

***Policy***

HOU provides its employees with equipment to assist them in the performance of their job. Depending upon job responsibilities, this equipment may include, but is not limited to, computers, laptops, telephones, personal digital assistants (PDA's), cell phones, iPads, cameras, and other devices. Employees are prohibited from using equipment for personal or private financial gain.

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Both the equipment and any information stored on it are company property and shall be returned at the time an employee leaves the company. The company reserves the right to monitor, access, read, disclose and use any information on the equipment at any time, with or without prior notice. Company-provided equipment must not be altered or added to in any way (e.g. upgrade processor, expand memory, load software, etc.) without management and business office approval.

### ***Security***

You have the responsibility to secure and maintain company equipment in a safe and operating condition while it is entrusted to your care.

You are expected to enable all security features to provide protection from unauthorized access to the company information and applications should the equipment become lost or stolen. If you need help enabling security features, call the business department.

### ***Misuse, damage or loss of equipment***

You are expected to promptly report damage or loss of equipment to your manager and the business department. If you have any knowledge of any misuse of company equipment, you should notify your supervisor, department head or human resources representative. Your misuse or abuse of HOU equipment may result in your being personally liable and the value being deducted from your paycheck.

### ***Cell phone/PDA usage while driving***

Keep safe driving practices in mind when driving your own personal vehicle or company vehicle while on company business. This is your first priority. Employees are not permitted to use cell phones for calls, texts, etc. while operating a moving motor vehicle. If you need to place a call, take an incoming call, text or read or send e-mail, HOU requires that you pull into a safe area before operating your phone or PDA. Use of cell phones must also be in compliance with federal, state and local regulations.

### ***Personal calls***

Company office telephones and company-issued cellular phones are for business use. We recognize that there may be an occasional need to make a personal call; these calls need to be kept to a minimum and as brief as possible.

Excessive personal calls during the work day, regardless of the phone used, can interfere with employee productivity and be distracting to others. While at work, you are expected to exercise the same discretion in using personal cellular phones as is expected for the use of company phones.

### ***Personal computing equipment***

If you use personal equipment to conduct company business, you need prior authorization from your department head and the business office to connect to the company's data networks, either wired or wireless. Equipment includes, but is not limited to, computers, printers, portable music players, USB flash drives, PDA's and other wireless devices. By using your personal equipment to conduct work you waive any expectation of privacy and thereby authorize HOU with the right to inspect and review your email operating system.

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Your personal equipment must have anti-virus protection software installed with real-time or auto-protect enabled and up-to-date anti-virus definitions established. You are expected to adhere to all applicable security policies and procedures established by the business department. This includes adherence to all applicable software licenses and timely application of critical operating system service packs and security patches.

***Corrective action***

Conduct inconsistent with this policy, including loss and damage of company equipment, may result in corrective action, up to and including termination of employment.

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## **Tobacco Policy**

***Policy***

HOU maintains a tobacco-free environment. The use of cigarettes (tobacco and electronic), cigars, pipes, or other tobacco products, including smokeless tobacco, is not permitted on the premises or within HOU vehicles. This policy relates to all areas of the company properties and facilities at all times, including before and after normal working hours. Smoking in vehicles on HOU premises is prohibited and smoking while walking to and from the parking area is also prohibited.

***Corrective Action***

Failure to comply with this policy may result in corrective action, up to and including termination of your employment.

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## **Personal or Company Vehicle Use**

***Policy***

The company is committed to maintaining an environment that encourages safe and responsible driving practices for employees who drive a company-owned or leased vehicle or their own personal vehicle for company business. Therefore, employees who regularly drive for company business must abide by all traffic laws and possess and maintain a valid driver's license and a good driving record.

In addition, employees who drive a personal vehicle while on company business must provide the company with evidence of current personal auto liability insurance coverage. Personal auto liability insurance will be considered primary, and the company's auto liability insurance will be secondary in the event of an accident while driving a personal vehicle on company business.

***Evidence of insurability***

If you drive a personal vehicle while on company business, you will need to provide a certificate of insurance identifying liability amounts. This certificate should be submitted to your human resources representative upon hire. At each annual insurance policy renewal (or within three days of any changes or

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cancellation), you should provide an updated certificate of insurance to your human resources representative.

**Reporting an accident or any traffic violation that occurs**

If you drive a company-owned or leased vehicle or your own personal vehicle for company business, you must report any accident that occurs on or off company business, however minor, to your supervisor immediately, even after hours. Your supervisor will provide you with any further instructions and depending on the seriousness (or potential seriousness) of the accident or damage, information regarding the possible need for a drug and/or alcohol test. If you are unable to reach your supervisor, contact your department head or human resources representative. If you are involved in a motor vehicle accident or receive a traffic violation off company business, you should notify human resources of the incident within twenty-four (24) hours.

**Motor vehicle record review**

At the time of hire and periodically thereafter, the company may conduct a motor vehicle record (MVR) review using the most recent 36-month driving record from the date of the MVR request. The record will be reviewed using the following point system:

Current Employees - Driving or failing to report driving under the influence of drugs or alcohol	Subject to Company's "Controlled Substance and Alcohol Abuse" policy
Applicants – driving under the influence of drugs or alcohol	8 points
Failure to report an on-the-job driving accident	8 points
Hit and run or leaving the scene of the accident	8 points
No license (not a licensed driver)	8 points
Suspended, invalid or expired license	8 points
Conviction of a felony involving a vehicle	8 points
Reckless driving**	8 points
Careless driving***	3 points
Speeding (over 15 miles per hour)	2 points
Speeding (15 miles per hour or less)	1 point
Stop Sign/Traffic Light Violation	2 points
At-fault accident	2 points
Seat belt violation	1 point
All other moving violations	1 point

Points will be assessed for all driving violations arising out of one occurrence. For example, if speeding (in excess of 15 M.P.H.) results in an at-fault accident, the total points will be four points. If careless driving results in an at-fault accident, the total points assessed will be five points.

Applicants and employees must have a good driving record (no more than four points) to be eligible for a position that requires driving regularly.

A total of eight points and above in a 36-month period, not including a DUI violation, will result in a change to a non-driving position, if available and qualified, or the immediate ending of employment.

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If points are associated with a DUI violation, the terms and conditions of the “Controlled Substance and Alcohol Abuse” policy will apply.

***Vehicle passengers***

You should not transport a non-employee at any time while driving a company-owned or leased vehicle or when driving your own personal vehicle for company business unless authorization is granted by your supervisor or department head. Authorization may only be granted for business-related reasons.

***Mileage and travel expense reimbursement***

For those required to travel outside of our service area, HOU may make arrangements to provide a rental car for ground travel. This rented vehicle will be for travel by staff only. Should an employee wish to use their personal vehicle instead of the provided rental car, reimbursement may be limited to the daily rate for a rental car and mileage will not be calculated. When travel by means other than cars is necessary, the employee will be reimbursed for tickets and additional charges (i.e. car parking at an airport, taxi to a hotel) upon presentation of receipts.

Mileage for staff travel on HOU business will be reimbursed based on the guidelines established by the CEO. When employees are required to travel out of town for conferences or training, HOU will provide appropriate lodging and allowances for meals. Itemized receipts must be presented in order to receive reimbursement. HOU will pay only for meals not provided by the conference. No reimbursement for alcoholic beverages will be made. Carpooling is strongly encouraged and may be required.

***Corrective action***

Failure to comply with this policy may result in corrective action up to and including termination of your employment.

**Regular driver:** Essential job functions will include the regular driving of a company owned or leased vehicle or their own personal vehicle for company business.

**Reckless driving:** The willful, wanton, or reckless disregard of the rights or safety of others in operating a motor vehicle that endangers people or property.

**Careless driving:** Failure to maintain proper control of your vehicle, driving in a negligent manner.

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## **Violence and Weapons in the Workplace**

***Policy***

HOU is interested in the safety, productivity and general welfare of all employees. With that goal in mind, employees are expected to treat each other, patients, families, clients and other individuals with respect and professionalism. HOU will not tolerate violence, a threat of violence, or other conduct that harms or threatens the safety of others in the workplace.

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Despite some laws that allow people to carry firearms in public, this policy prohibits anyone from possessing or carrying weapons of any kind on company property, in company vehicles or while on company time. This includes:

- Any form of weapon or explosive restricted under local, state or federal regulation;
- All firearms;
- All illegal knives;
- All other weapons covered by the law.

Police officers, security guards and other individuals who have been given consent by the company to carry a weapon on our property will be allowed to do so.

Nothing in this policy shall be construed as creating any duty or obligation on the part of the company to take any actions beyond those required of an employer by existing law.

### ***Responsibilities***

If you are unsure whether an item or action is covered by this policy, please contact your human resources representative. You are responsible for making sure that any item you possess is not prohibited by this policy.

### ***Corrective action***

Conduct inconsistent with this policy may result in corrective action, up to and including termination of your employment.

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## **Visitors to the Office**

### ***Policy***

It is HOU's intent to maintain a peaceful, safe working environment as a healthcare provider to terminally ill patients and their families. It is the employee's commitment to the terminally ill and their families that should be their primary goal. While friends and relatives may stop by the office to say hello or to meet for lunch, they should not accompany you to work, unless approved in advance by your supervisor.

When you have visitors in the workplace, we encourage you to be sensitive and help ensure that they are not placed at risk of injury and co-workers, patients and their families are not disturbed or inconvenienced by their visit. Pets belonging to staff should not be brought into the workplace. Therapy animals and working animals are acceptable but must be leashed and accompanied at all times by their owner or trainer.

### ***Tours***

Authorized tours for school groups or other non-employees should be directed to your human resources representative or to the marketing department.

### ***Corrective action***

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Conduct inconsistent with this policy may result in corrective action up to and including termination of employment.

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## Workplace Attire

### ***Policy***

HOU wants to present a positive public image to its patients, families, and the communities it serves. It is important for employees to demonstrate this image through proper dress, good hygiene and good personal grooming. Employees must take into consideration the job that they will be performing and dress in a way that is appropriate and also promotes safety.

### ***Responsibilities***

You are expected to dress in a way that matches your job. The company refers to this as business-appropriate workplace attire. To assist you, your department manager will establish attire guidelines for your specific department/area as related to the business need.

Employees should follow these guidelines:

- No low cut, mid-drift, spaghetti strap, or tank tops.
- Skirts and shorts must be no more than 2 inches above the knee.
- Denim pants, sweat pants, sweat shirts, and jogging suits are not appropriate.
- Appropriate shoes must be worn to prevent possible foot injury.
- Staff visiting/caring for patients should be aroma-free (*i.e.*, cologne, perfume, tobacco, etc.).
- No logo shirts or sweatshirts (other than HOU) may be worn to work without the prior approval of management.
- No visible “body piercing” (with the exception of reasonable and customary pierced ears) or “body art” is permitted.
- Jewelry should be kept to a minimum. Earrings should be small. No loop or hanging earrings should be worn by clinical staff or staff visiting patients. Rings should be limited to wedding band/ring to prevent injury to patients.
- Nails should be short and manicured. Polish should be conservative and non-chipped.
- Hair should be neat, clean and controlled at all times. Extremes in hairstyles and color are to be avoided.

### ***Corrective action***

If guidelines are not followed, you may be asked to leave to address management’s concern with your attire, hygiene or personal grooming. If you are a non-exempt employee, the time will be deducted from your paid time off (PTO) bank. Conduct inconsistent with this policy may result in corrective action up to and including termination of employment.

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### Employee Classification

**THE FOLLOWING CLASSIFICATIONS ARE FOR DEFINITION PURPOSES ONLY. THESE CLASSIFICATIONS IN NO WAY EFFECT OR ALTER THE EMPLOYMENT-AT-WILL STATUS. EMPLOYEES MAY BE TERMINATED AT ANY TIME FOR ANY REASON OR FOR NO REASON AT ALL.**

#### ***Policy***

HOU hires employees to work in full-time, part-time, and temporary positions. These positions are classified as non-exempt or exempt in accordance with the Fair Labor Standards Act (FLSA).

#### ***Employment classification***

The classification of your position determines your eligibility for overtime and benefits. The company uses the following classifications:

**Non-exempt:** This means that you are covered by the wage and hour provisions of the FLSA. In general, if you are a non-exempt employee, you are eligible for overtime pay.

**Exempt:** The term exempt means certain provisions of the FLSA do not apply to you. In general, if you are an exempt employee, you are not eligible for overtime pay.

**PRN:** An individual employed to work *as needed*.

**Regular:** This classification means that you are expected to work a certain number of hours on a regular basis and are not considered a temporary employee. You may be eligible for benefits depending on the number of hours you are regularly expected to work. Some benefits may be pro-rated based on your standard workweek.

**Temporary:** This classification means that you are expected to work less than six months (either at part-time or full-time status). Temporary employees are not eligible for company benefits.

**Full-time:** This status means that you are normally scheduled to work our full standard workweek of 36-40 hours, the specific and total hours are designated upon hire.

**Part-time:** This status means that you are normally scheduled to work less than 36 hours. Part-time employees are not eligible for company benefits.

**Introductory:** During the first ninety (90) calendar days of employment, employees are defined as introductory. Upon completion of the introductory period, the immediate supervisor, upon approval from the human resources department, may place the employee on probation of up to ninety (90) days. Benefits, however, will begin after the ninety (90) day introduction period has ended.

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A former employee returning to work at HOU after a thirty (30) day or more separation will be defined as an introductory employee. Part-time employees changing to full time employee status will be considered introductory for the first ninety (90) calendar days of full time employment.

**COMPLETION OF THE INTRODUCTORY PERIOD IN NO WAY ALTERS THE EMPLOYMENT-AT-WILL STATUS OF THE EMPLOYEE.**

**Probationary:** An individual may be placed on probationary status for disciplinary or performance reasons.

A change in employment classification will occur only after a Personnel Action form has been signed and dated by the supervisor and approved by the department manager and Human Resources Director.

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## **Employee Records**

### ***Policy***

HOU is required to keep accurate, up-to-date employment records on all employees to ensure compliance with state and federal regulations, to keep benefits information up-to-date and to make certain that important company mailings reach employees. The company considers this information confidential and the property of the company.

### ***Notification responsibilities***

It's important for you to notify human resources or the business manager to make any necessary updates to your personnel information through such as a change of address, marital status, dependent/beneficiary designations or any other change in status. Updates to outside training, professional certifications or education need to be submitted to your human resources representative.

### ***Review of personnel record***

If you are interested in reviewing your personnel file, notify your human resources representative in writing. An appointment will be scheduled for a mutually convenient time to review your file.

### ***License/Certification***

Copies of professional licenses or certifications from all states in which the applicant has obtained a license or certification, must be presented prior to employment. Employees pay the cost of obtaining their domicile license and maintaining it. HOU will pay the cost of any additional state licenses required of HOU. Employees must provide copies of license and renewals and these copies will be placed in the employee's personnel file. Failure to present renewal by the last day of current license/certification may result in disciplinary action including, but not limited to, suspension without pay. Notification by the employee must be made to the employee's supervisor before the next scheduled workday if any changes in a license occurs.

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### ***Hospice Certification***

Employees who achieve certification in HOU or a related field increase the overall quality of services provided to patients and families. Therefore, employees are encouraged to become certified in areas that relate to their HOU work. Employees are referred to the Hospice Certification Policy and Procedures for Hospice Certification adopted July 21, 2004, as amended.

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## **Employment Verification/Reference Checks**

### ***Policy***

Verification of employment inquiries including employment status and compensation are conducted through human resources and/or the business office. All inquiries should be directed there. All reference checks on former and current employees must be referred to the local human resources representative or to the business manager.

The amount of information the human resources department will share with outside sources is limited unless the request is accompanied by a signed authorization from the employee. HOU will, however, cooperate with legal demands including court ordered subpoenas and local, state, and federal law enforcement agencies conducting investigations.

### ***Written release***

You are responsible to provide a written release to the requesting company when you are requesting employment verification for the purposes of a loan, future employment, etc.

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## **Overtime**

### ***Policy***

HOU compensates all non-exempt employees for overtime pay in accordance with federal and state laws. Overtime will be paid at a rate of one and one-half times the regular hourly rate for all hours worked over 40 hours in a workweek. Paid time that is not worked, including but not limited to, paid time off (PTO), holidays, jury duty, bereavement leave, and short-term disability will not be included in calculating overtime pay.

No employee will work overtime without prior authorization from his/her supervisor. Non-exempt employees are only entitled to overtime pay if they work in excess of 40 hours per week and are not entitled to overtime pay for hours in excess of 8 hours per day, or for work on weekends or regular days off if the 40 hour requirement is not met. Exempt employees, regardless of whether they are regular, full-time or part-time, will not be paid for hours worked in excess of their regularly scheduled hours.

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***Notification/approval***

HOU will attempt to provide advance notice about overtime needs so that you can arrange your schedule accordingly, but this may not always be possible. If you are notified of the need to work overtime hours, you are expected to work those hours.

Keep in mind that your supervisor must approve, in advance, any overtime hours your workload might necessitate.

***Holiday pay***

Holiday pay (one and one-half times an employee's regular pay) will be paid to employees who are required to work in order to ensure the continuity of patient care during the following holiday time periods:

- 7:00 p.m. on Thanksgiving Eve through 7:00 p.m. on Thanksgiving Day
- 7:00 p.m. on December 24 through 7:00 p.m. on December 25
- 7:00 p.m. on New Year's Eve through 7:00 p.m. on New Year's Day

Holiday pay does not apply if the employee does not work due to a PTO day on their last scheduled workday before the Holiday or their first scheduled workday following the Holiday.

All supervisors will establish a schedule for holiday coverage and determine appropriate staffing needed.

***Corrective action***

Inaccurate record keeping, approval of timesheets, working unauthorized overtime, claiming overtime that you did not work or declining to work overtime based on business needs may result in corrective action, up to and including the termination of employment.

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## **PAID TIME OFF PROGRAMS**

### **Bereavement Leave**

***Program***

HOU recognizes that time away from work may be necessary to mourn the loss of a loved one and to tend to family needs. As such, you may be eligible for time off with pay in accordance with this program.

***Eligibility***

To be eligible for bereavement leave you must be a full-time employee and have successfully completed your introductory period.

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### ***Program details***

In the event that an immediate family member dies, you may take time away from work to make arrangements and attend the funeral. With supervisory approval, you may be eligible for up to 24 hours (two 12-hour shifts or three 8-hour shifts) of paid bereavement leave to cover your absence on the days you're normally scheduled to work.

Immediate family is defined as your spouse/domestic partner, child, stepchild, parent, stepparent, legal guardian, sister, brother, stepsibling, parent-in-law, son- and daughter-in-law, brother- and sister-in-law, grandparent and grandchild. Up to one day of paid bereavement leave may be granted to attend the funeral of any other relative if a close personal relationship existed.

If you need more than three days or wish paid time off to attend the funeral of any other individual, discuss your situation with your supervisor. Other paid time off benefits, such as PTO, may be used in such instances.

### ***How to apply for bereavement leave***

If you need to request bereavement leave, contact your supervisor as soon as possible, but at least before the start of your workday. If you cannot speak with your supervisor personally at that time, leave a detailed message on his/her voicemail and a number where you can be reached. Additionally, you may be required to provide verification, such as an obituary or death certificate.

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## **Inclement Weather**

### ***Policy***

HOU must provide continuous service at all times. HOU policy is to maintain all essential services and adequate staffing during periods of inclement weather. Employees who are scheduled for duty are expected to report at the appointed hour. The responsibility for transportation to and from work rests with the employee, and the employee is expected to be prepared for inclement weather (i.e. snow tires/chains, early departure to provide ample time to get to work, obtaining an alternate means of transportation, etc.).

Because of the individual differences in situations and requirements, each department has formulated specific contingency plans regarding weather conditions and employees' responsibilities. Employees are expected to thoroughly familiarize themselves with their department's policies and procedures.

Consecutive absences will count as multiple occurrences instead of a single occurrence. Non-exempt employees will not be paid for hours not worked and will be paid from the time they clock in until the time that they clock out. Employees may be able to use PTO hours for all hours missed. Decisions concerning the use of PTO will be governed by wage-and-hour regulations for exempt employees. In general, if HOU is open, but an exempt employee does not report to work for a full day, the employee will not be paid but may take PTO.

As is the case with non-exempt staff, exempt personnel who take unauthorized leave will be subject to possible disciplinary action.

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**Payment**

As a non-exempt employee, any tardiness due to inclement weather may be accounted for in one of two ways. You may be permitted to work additional hours during the same workweek or to deduct the time from your paid time off (PTO) bank. Accounting for such absences on your timesheet should be discussed in advance with your supervisor.

**Coordination with other policies/programs**

This policy coordinates with wage-and-hour regulations and each department's attendance policy for absences due to weather while the office is open for business. All established procedures and provisions, including notification of the attendance policy will apply.

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## **Jury Duty and Witness Service**

**Policy**

HOU supports its employees who are called upon to meet their civic responsibility through jury duty. HOU also affords the same support to employees who may be called upon to serve as a witness at the request of HOU (by subpoena or otherwise).

**Eligibility**

To be eligible for paid jury duty or witness service leave, you must meet the following criteria:

Full-time employees or part-time employees who are normally scheduled to work a minimum of 20 hours a week; and

Are not considered a "seasonal" or "temporary employee" normally scheduled to work for six months or less.

**Program details**

HOU fully endorses your efforts to comply with your civic responsibility yet at the same time we must also meet the needs of the business. Notify your supervisor immediately upon receiving notice of your required jury duty by supplying a copy of the official request; it will be maintained with your payroll records. You are expected to inform your supervisor each day what the court is requiring of you the following day.

If you do not need to report for service or jury duty on a day you are normally scheduled to work, or if you are excused early, you are expected to report to work. For example, if you are normally scheduled to work an eight-hour shift and are required to report for five hours of jury duty on one of your scheduled work days, you are expected to report to work for the remaining three hours of your eight hour shift. Also, if you must serve and are absent from work during a scheduled workday during the week, you must still fulfill any scheduled weekend work responsibilities.

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### ***Your pay***

You will receive the difference between jury duty pay and your normal salary or wage for each day of jury duty up to a maximum of two (2) weeks per year in addition to any other paid leave. The hours will not be counted as hours worked for the purposes of calculating overtime.

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## **Military Leave**

### ***Policy***

HOU abides by the provisions of the Uniformed Service Employment and Re-employment Rights Act (USERRA) of 1994, as amended. Eligible employees who are called to active duty will be placed on a military leave of absence. Your salary will not continue during military leave unless required by law.

The employee should give his/her supervisor oral or written notice of the need for military leave as soon as possible. It is requested that employees provide a copy of orders or notice to report for training at least two (2) weeks in advance. Forms, which are completed by Commanding Officers of the military unit, should be given to the supervisor upon the employee's return from leave. Specific rights and requirements for military leave may be obtained from the Human Resources Department. Paid time off (PTO) does not accrue during military leave.

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## **Paid Time Off (PTO)**

### ***Policy***

HOU's PTO program is designed to provide you with the flexibility to meet your personal needs and obligations while simplifying record-keeping for the company. Rather than having separate policies for sick leave, vacation and personal days, HOU combines these categories into one PTO bank. When you are away from work because of vacation, illness, or a personal obligation, the time is simply subtracted from your PTO bank.

### ***Eligibility***

To be eligible for PTO, you will need to meet the following criteria:

- Full-time employee normally scheduled to work at least 36 hours per week; and
- Not considered a "seasonal" or "temporary employee" (normally scheduled to work for six months or less).

Employees begin to accumulate PTO when the introductory period is successfully completed. If the employee does not complete the introductory period, he/she is not eligible for PTO.

PTO for covered employees is earned and based on the length of HOU employment. This information is available through the Human Resources Department.

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**PTO Options**

Annually, employees have the following options pertaining to unused accumulated PTO time:

1. The request for a cash buyout can be a maximum of 40 hours at one time. Employees must retain a minimum of 80 hours PTO. An employee in good standing (i.e. no disciplinary action or resignation in place) may request a buyout twice annually, in June and in November. Requests can be made by accessing Netchex and submitting a request for time off for supervisor approval. After approval the buyout will be added to the employee’s next payroll check. PTO cash buyouts will be paid out at 80% of the employee’s hourly rate.
2. Utilize the following schedule for the maximum carryover amount:

Years of Service	Accrual 40 hr wk	Maximum Carryover 40 hr wk	Accrual 36 hr wk	Maximum Carryover 36 hr wk
3 mo. – 6 yrs	7.385 hrs/pay period	192	6.6465 hrs/pay period	172
7 – 10 yrs	8 hrs/pay period	208	7.2 hrs/pay period	187
11 – 15 yrs	8.616 hrs/pay period	224	7.7544 hrs/pay period	201
>15 yrs	9.23 hrs/pay period	240	8.307 hrs/pay period	216

3. The remaining unused accumulated PTO time over the maximum carryover amount shall be forfeited at the employee’s PTO Plan anniversary date.

**PTO reporting**

PTO is calculated within the payroll software. An individual’s unused accumulated hours are reported on each paycheck. Employees are to monitor their PTO account and discuss discrepancies with the Human Resource department.

**PTO procedures**

An employee with PTO is eligible to take it at any time agreeable to the supervisor. Employees should request PTO utilizing Netchex for supervisor approval.

If you need to request unscheduled paid time off (e.g., due to illness or emergency), contact your supervisor as soon as possible, but at least one hour before the start of your workday. If you cannot speak with your supervisor personally at that time, leave a detailed message on his/her voicemail and a number where you can be reached. This enables the company to make adjustments for unscheduled absences.

If you become ill or have a personal emergency during work hours and must leave, personally advise your supervisor or a member of management prior to leaving. You may be required to provide the company with medical or other documentation acceptable to the company. You may also be required to provide the company with a medical release to return to work. Excessive unscheduled paid time off may lead to disciplinary action up to and including termination.

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Each supervisor may use whatever method of compiling and scheduling leave request he/she desires, as long as the method is reasonable, consistent, and does not discriminate against any person. Supervisors shall not schedule PTO in such a way that the department or HOU operations are affected.

Accumulated PTO shall not be paid to employees being terminated for cause. Upon termination or voluntary resignation, an employee may be paid for accumulated PTO at 100% of his/her current hourly rate up to their maximum carryover amount, if leaving in good standing and providing three weeks' notice.

### ***Coordination with benefits***

PTO does not accumulate when an employee's status is not active. For FMLA leave, any remaining PTO will run concurrently with FMLA leave. Please see the company's "Family Medical Leave Act Absence" policy and short-term disability plan provisions for additional details. You will not earn PTO days while on an unpaid leave of absence. See "Unpaid Personal Leave of Absence" program for additional details.

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## **Paid Time Off (PTO) Donations**

In the event employees desire to share their PTO with a co-worker who is out due to serious illness/injury, either personally or with his/her immediate family, the following practices may be implemented:

- PTO donations will be made voluntarily and in a confidential manner.
- Hours donated will be in whole numbers (hours).
- The employee-recipient must have used all his/her PTO hours.
- Simple 'gifting' of PTO hours is not allowed; need due to illness/injury must be present.
- The PTO Donation Form must be completed and returned to human resources.
- The request must be reviewed by human resources and the supervisors of both the employee-donor and the employee-recipient and, if approved by ALL submitted to payroll for processing with the next regular payroll. Documentation will be retained as part of the payroll record.
- PTO hours are reflected as income on the employee/recipient's payroll record, not as PTO, and as such, are taxable.

The PTO Donation Form is available online in "Group Data" and in human resources.

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## **Short Term Disability: Wage Replacement and Leave**

The short-term disability benefit provided by HOU is a self-funded plan for income replacement for employees unable to work due to illness, pregnancy or injury.

### ***Eligibility***

A regular, full-time employee who has completed 90 days of continuous employment, has previously

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elected and is enrolled in the Short Term Disability benefit, and who is unable to work due to illness, pregnancy or injury (other than a self-inflicted injury) is eligible.

The short-term disability benefit begins on the 15th consecutive day of disability due to accidental injury or sickness. An employee receiving workers' compensation or disability pay under any state or federal plan is ineligible for this benefit. To be eligible for continued disability benefits, the employee must not engage in outside employment and is expected to avoid activities that may delay recovery and a return to work.

#### ***Medical certification***

The employee must provide medical certification of the disability that includes the starting and expected ending date of the disability. This certification must be submitted to the short term disability insurance carrier who will review the certification and make a determination on benefit qualification.

#### ***Benefit payment***

The short-term disability benefit payment is sixty (60%) percent of the employee's base weekly wages or salary calculated on average earnings in the previous six months, to a maximum of \$1,000.00 per week. The benefit may be paid for a maximum of 90 days per calendar year. Payments are made on a monthly basis. The benefit is taxable income.

#### ***Return to work***

The employee must return to work as soon as permitted by his or her health care provider. The employee must submit a fitness-to-return-to-duty clearance to the human resource department. An employee whose absence has been designated as FMLA (Family and Medical Leave Act) leave is eligible for reinstatement as provided by the FMLA.

#### ***Coordination with other benefits***

##### **FMLA leave**

After being unable to work for more than fourteen (14) consecutive days due to a serious health condition for yourself, you may be eligible for short-term disability benefits. To learn more about this program and the application process, please contact the human resource department. Any benefits offered through short-term disability will run concurrently with FMLA leave.

- **Worker's Compensation.** Employees receiving workers compensation benefits are ineligible for short-term disability benefits. Benefits received through the company's worker's compensation program will run concurrently with FMLA.
- **State Leave or Disability Law.** Employees receiving state leave or disability benefits are ineligible for short-term disability benefits. Benefits received through a state leave or disability law will run concurrently with FMLA.

Employees with any questions regarding this policy should contact the human resource department.

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## Payment and Electronic Pay Statement

### ***Policy***

The HOU workweek begins at 12:00 a.m. Sunday and ends at 11:59 p.m. on Saturday. Employees are paid bi-weekly with a five-day lag (a payroll lag refers to a period of days between the close of the pay period and when you receive your pay, also called being paid in arrears). Pay periods will begin on a Sunday and end on the second Saturday, with everyone receiving their paycheck the following Friday after a five-day lag. HOU reserves the right to change payment dates and this policy at any time.

HOU will make deductions required by federal, state and local law, including but not limited to withholding of income tax, Medicare, Social Security Tax and any applicable wage garnishments. Additionally, pay deductions may be made in accordance with applicable law for any amounts that the employee owes to the company including, but not limited to, overpayments of compensation and the value of unreturned or damaged HOU property.

### ***Voluntary deductions***

If you elect to participate in a company-sponsored program that requires an employee contribution, you will need to complete an authorization form to start and stop deductions. The company will deduct the amount in accordance with the elected program. This may include, but is not limited to, benefits plans and charitable fundraisers.

Deductions typically occur on a bi-weekly basis. Your payroll deductions are itemized on your check or pay advice.

### ***Direct deposit***

Our payroll can be processed through direct deposit. The business office can provide the information you'll need to set up direct deposit.

### ***Electronic pay statement***

You will find a pay advice statement on "Netchex" for each pay period. Your pay statement shows your earnings, applicable tax deductions, as well as other salary deductions. If you have elected direct deposit, you will be able to view your account distributions. Any discrepancy should be immediately reported.

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## Timesheet

### ***Policy***

All HOU employees are expected to accurately record their time daily using the Netchex payroll time care in the Netchex payroll system within the required deadlines.

### ***Responsibilities***

If you are a non-exempt employee, you are required to record your time worked daily and any paid time off through "Netchex." Your approval on your timesheet confirms that you have recorded your time

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accurately. Once you have submitted your timesheet, your supervisor will review and approve by the required deadline for the pay period. Your supervisor must authorize changes and corrections to your timesheet.

Employees utilizing Netchex web time clock must punch out whenever leaving the grounds for non-work related purposes and then punch back in upon return. All non-exempt employees are required to accurately track and record the actual hours worked, including starting and ending times, lunch breaks, and any time off (paid time off, bereavement, jury duty, holiday pay, etc.).

Exempt employees are required to report any exception time (i.e. PTO, bereavement, jury duty) using "Netchex."

**Corrective action**

Inaccurate record keeping or late submission of time may result in a delay processing your pay. In addition, it may include corrective action, up to and including the termination of employment.

*\*The definitions of non-exempt, exempt and all other employment classifications may be found in the "Employee Classification" policy.*

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## UNPAID LEAVE POLICIES/PROGRAMS

### Discretionary Time Off

Exempt employees are hired under the theory that the salary paid to these employees is provided on the basis of completing assigned responsibilities within the time span of the 30/36/40 hour work week. Under extraordinary and unusual circumstances, an exempt employee may be required to work significantly in excess of the 36/40 hour week. In recognition of this work, administration/management may give consideration to and grant Discretionary Time Off when the workload permits.

Discretionary time off may be provided as a means to accommodate salaried, exempt employees who are not entitled to overtime pay and who work excessive numbers of hours over relatively short periods of time.

The Discretionary time off is not designed to be on an hour-for-hour basis but rather that it be granted in an amount commensurate with the time and effort contributed by the staff member. Discretionary Time will not be accrued and shall be used within two weeks of the date worked.

Staff members must work closely with their supervisors to keep accurate count of discretionary hours and when their use would be appropriate.

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## Family and Medical Leave Act (FMLA)

Upon hire, Hospice of the Upstate provides all new employees with notices required by the U.S. Department of Labor (DOL) on [Employee Rights and Responsibilities Under the Family and Medical Act](#) .

The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

If you have any questions, concerns or disputes with this policy, you must contact Director of Business Operations in writing.

### General Provisions

Under this policy, HOU will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

### Eligibility

To qualify to take family or medical leave under this policy, the employee must meet the following conditions:

- The employee must have worked for the company for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.
- The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.
- The employee must work in a work site where 50 or more employees are employed by the company within 75 miles of that office or work site. The distance is to be calculated by using available transportation by the most direct route.

### Type of Leave Covered

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

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- The birth of a child and in order to care for that child.
- The placement of a child for adoption or foster care and to care for a newly placed child.
- To care for a spouse, child or parent with a serious health condition (Under the FMLA, a “spouse” means a husband or wife as defined under the law in the state where the employee resides, including same-sex marriages in states that legally recognize such civil unions).
- The serious health condition (described below) of the employee.

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or as a condition that requires continuing care by a licensed health care provider.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

Employees with questions about what illnesses are covered under this FMLA policy or under the company's sick leave policy are encouraged to consult with the Human Resource manager.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the company may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

- Qualifying exigency leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.

An employee whose spouse, son, daughter or parent has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member’s call-up or service. The qualifying exigency must be one of the following: a) short-notice deployment, b) military events and activities, c) child care and school activities, d) financial and legal arrangements, e) counseling, f) rest and recuperation, g) post-deployment activities, and h) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

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*Covered active duty* means:

- In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country.
- In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in Title 10 U.S.C. §101(a)(13)(B).

The leave may commence as soon as the individual receives the call-up notice. (*Son or daughter* for this type of FMLA leave is defined the same as for *child* for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

- Military caregiver leave (also known as covered service member leave) to care for an injured or ill service member or veteran.

An employee whose son, daughter, parent or next of kin is a covered service member may take up to 26 weeks in a single 12-month period to take care of leave to care for that service member.

*Next of kin* is defined as the closest blood relative of the injured or recovering service member.

The term *covered service member* means:

- A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation or therapy or is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
- A veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

The term *serious injury or illness* means:

- In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.
- In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on an active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

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### **Amount of Leave**

An eligible employee may take up to 12 weeks for the first five FMLA circumstances above (under heading "Type of Leave Covered") under this policy during any 12-month period. The company will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the company will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount of time the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA military caregiver leave circumstance above during a single 12-month period. For this military caregiver leave, the company will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If a husband and wife both work for the company and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for the company and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.

### **Employee Status and Benefits During Leave**

While an employee is on leave, the company will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

### **Employee Status After Leave**

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider.

### **Use of Paid and Unpaid Leave**

All paid leave, including workers compensation runs concurrently with FMLA leave.

Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA.

### **Intermittent Leave or a Reduced Work Schedule**

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced-hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).

### **Certification for the Employee's Serious Health Condition**

The company will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

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**Certification for the Family Member's Serious Health Condition**

The company will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

**Certification of Qualifying Exigency for Military Family Leave**

The company will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

**Certification for Serious Injury or Illness of Covered Service Member for Military Family Leave**

The company will require certification for the serious injury or illness of the covered service member. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

**Recertification**

The company may request recertification for the serious health condition of the employee or the employee's family member when circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the company may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence.

**Procedure for Requesting FMLA Leave**

All employees requesting FMLA leave must provide the HR manager with verbal or written notice of the need for the leave. Within five business days after the employee has provided this notice, the HR manager will provide the employee with the DOL Notice of Eligibility and Rights.

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the company's usual and customary notice and procedural requirements for requesting leave.

**Designation of FMLA Leave**

Within five business days after the employee has submitted the appropriate certification form, the HR manager will provide the employee with a written response to the employee's request for FMLA leave.

**Intent to Return to Work from FMLA Leave**

The company may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

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## Involuntary Leave of Absence

### ***Procedure***

If the management of HOU concludes that an employee is temporarily unable to perform the essential duties of his/her job efficiently or safely, the employee may be placed on involuntary leave of absence subject to the policies governing the leave of absence process.

An employee who is arrested and charged with theft, possession and/or use of illegal drugs, sexual misconduct or other offenses, including a citation for driving under the influence of alcohol, which might affect HOU's reputation in the community or might create a reasonable concern regarding the safety on the part of the employee a patient, caregiver, or family member, will be placed on an involuntary leave of absence without pay.

To the extent available, the employee may use PTO during the leave time. If in subsequent proceedings charges are dropped or the employee is acquitted, and depending on the totality of the circumstances, the employee may be reinstated. However, if the employee admits to the charge, is found guilty, or pleads guilty to a lesser or alternative charge, then any decision regarding continued employment shall be within the discretion of the CEO.

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## Military Leave of Absence

Hospice of the Upstate is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the company's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under applicable law or company policy. If any employee believes that he or she has been subjected to discrimination in violation of company policy, the employee should immediately contact Human Resources.

Employees taking part in a variety of military duties are eligible for benefits under this policy. Such military duties include leaves of absence taken by members of the uniformed services, including Reservists and National Guard members, for training, periods of active military service and funeral honors duty, as well as time spent being examined to determine fitness to perform such service. Subject to certain exceptions under the applicable laws, these benefits are generally limited to five years of leave of absence.

Employees requesting leave for military duty should contact Human Resources to request leave as soon as they are aware of the need for leave. For request forms and detailed information on eligibility, employee rights while on leave and job restoration upon completion of leave contact Human Resources.

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## Unpaid Personal Leave of Absence

### ***Program***

HOU recognizes that there may be a time when an employee is faced with an emergency or special circumstance and may need to take an unpaid personal leave of absence. If a situation arises in which an employee needs time away and has exhausted any applicable paid leave, an unpaid personal leave of absence may be granted at the discretion of the department supervisor based on staffing and department needs. While such leaves are rare, they may be granted in 30-day increments up to a maximum 90 days.

### ***Eligibility***

To be eligible for an unpaid leave of absence, you will need to meet the following criteria:

- Full-time employees (normally scheduled to work at least 36 hours per week);
- Not considered a “seasonal” or “temporary employee” (normally scheduled to work for six months or less); and
- Have exhausted any applicable paid leave, such as paid time off (PTO).

### ***Procedure***

To apply for a leave, contact human resources and submit a written request to your supervisor describing the nature of your leave, the dates you expect to be away from work, and the date you intend to return. Your department manager in conjunction with your human resources representative, in their sole discretion, may grant a personal leave of absence without pay.

### ***Notification responsibilities***

It is important that you stay in contact with your supervisor and human resources representative regarding the status of your leave and any events which might impact your ability to return to work as scheduled. Ordinarily, the company will end your employment if you do not return as scheduled from an unpaid leave of absence.

### ***Coordination with benefits***

If you are granted and take a personal leave of absence, your benefits may be affected. Unless required by applicable law, you will not accrue additional PTO days while on an unpaid leave of absence.

- **Paid Time Off** – If an employee has exhausted all PTO, unless otherwise required by applicable law, the employee will not accrue additional PTO days during a leave of absence and will not be paid during the leave.
- **Benefits** – During a leave of absence, the employee will be responsible for benefit payments (insurance) if the employee is not in an active pay status. Payments are due by the first day of the month. Failure to make payments will result in the cancellation of insurance. Any payment made by HOU on the employee’s behalf will be deducted from the next or final paycheck.

### ***Employment status upon return***

The company cannot guarantee that your original position or equivalent position will be available when you return.

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### HOU Benefit Plan

HOU currently offers a comprehensive flexible benefits package designed to meet the needs of our diversified workforce. We are committed to providing you with a quality plan that is competitive in our industry and able to accommodate your individual needs. Instead of one uniform plan for all employees, HOU offers a wide selection of benefits. This allows you to customize your own benefits package. Depending on your personal situation, you decide which types of benefits and levels of coverage are right for you. And, you have the freedom to change your elections at open enrollment to keep up with the constantly changing benefits needs of you and your family.

Once you have met the appropriate eligibility requirements, you may participate in the Plan. Detailed information about each plan can be found in the summary plan descriptions and associated plan documents in the human resources office. The official company documents regarding employee benefit plans supersede all references to employee benefits in this handbook.

HOU reserves the right to change or eliminate benefits at any time.

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### Job Postings, Promotions and Transfers

#### ***Program***

HOU seeks to hire the most qualified individuals for available positions. If possible, HOU prefers to promote from within when filling an open position. Most positions will be posted on the company bulletin boards and on the HOU website. Sometimes, business operations will require that a simultaneous external candidate search be conducted or that no internal posting or transfer be made. Nothing herein guarantees that an internal candidate will be selected over an external candidate and the decision will be made on what is in the best interest of HOU.

Written notice of an available new or previously established position will generally be posted on bulletin boards in the administrative area, the break room, homecare and the Sadler building so that current employees may apply. In most cases, current and qualified employees must have been successfully employed at HOU for at least 6 months before being considered for a posted position. Forms for employees will be available in the human resources office. In all situations, the most suitable person for the position, based on the totality of the circumstances, will be selected.

When an employee is accepted for a new position, the transfer will be made with the agreement of the current and future supervisors in such a way that patient care/HOU business is not interrupted.

The posting may be waived by request to and approval by the CEO and human resources director.

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## Tuition Assistance

### **Policy**

It is our belief that education leads to self improvement which improves the value of the employee to Hospice of the Upstate, the clients, and their families we serve. We encourage higher education to prepare employees for greater responsibility within the organization and be of greater value to the communities we serve. HOU may pay for courses which are directly related to an employee's present job or which will help an employee prepare for more responsibilities or promotions. All courses must be approved by the CEO.

Employees who satisfy the following criteria are eligible for tuition assistance for educational programs:

- Completion of a minimum of 12 months of full-time service as defined in this employee handbook, *Working Together*.
- "Meets standards" or above on last annual performance appraisal.
- No disciplinary actions within the previous 12 months.
- The degree program or course should relate to the employee's present work responsibilities or enhance the opportunity for advancement within HOU.
- Prior approval of the course(s) and course level from the department head.

Tuition assistance is available for three types of programs/courses:

- Degree programs: a program of study offered by an accredited college, university or professional school (i.e. associate, bachelor, graduate, and doctorate).
- Certificate programs offered by an accrediting body or agency certifying fulfillment of requirements and qualification to perform duties (i.e. CNA, LPN, dietary assistant).
- Core course work: Courses related to degree/certificate programs or courses that benefit HOU.

Tuition for courses, related fees, books and materials are reimbursed to eligible employees at 100% subject to the annual limitations specified below.

In all cases tuition reimbursement will be processed on a semester-to- semester basis upon successful completion of the course work and presentation of a transcript or certificate or grades from the educational institution. HOU will not pre-pay tuition, books and fees nor will it reimburse any costs prior to completion of the course. To qualify for reimbursement, the employee must successfully complete undergraduate courses with a grade of "C" or better, or where applicable, obtain a completion certificate. A grade of "B" or better must be obtained in graduate level courses for reimbursement.

The maximum reimbursement amounts are \$3000 per academic year (beginning with fall semester) for courses in a degree program and \$1500 per 12 month period for all other courses.

Before accepting reimbursement for education payments from HOU employees will be required to sign a letter of intent stating that they agree to remain a full time employee in good standing for one year from the date of payment for the educational reimbursement. Employees who terminate employment with

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HOU before completing the service term will be required to reimburse HOU for all education payments received during the preceding 12 months.

The applications for Tuition Assistance are available in the human resources office.

## Performance Management

### Corrective Action

HOU's method of discipline is meant to be corrective, not punitive. The following is a list of the typical approaches used to address a situation where corrective action is warranted. These steps may be used in succession or bypassed as your supervisor or department head decides is appropriate. There is no requirement that they be used in any specific order and as an at-will employee you may be terminated with or without warning.

- \* Oral warning
- \* Written warning
- \* Probation
- \* Suspension with or without pay; or
- \* Termination

HOU has no obligation to use any one or more of these forms of discipline. Any or all of these forms of discipline may be omitted. This process does not, and should not restrict less formal communication with higher levels of management. At the same time, you are encouraged to make every effort to find an acceptable solution by informal means with your supervisor.

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### Dispute Resolution Process

HOU's workplace is built upon the idea that you can settle your work-related issues by discussing them with your supervisor or human resources representative. However, if you feel an interpretation of a policy that affects your employment is incorrect, there are steps you can take to discuss your situation.

You are encouraged to work through the chain of command in your department. The first step should be to contact your supervisor to discuss your concern. The next step would be to seek the guidance of your

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supervisor's manager or department head. You may also, at any point, involve your human resources representative. Ultimately, the decision of your location's most senior member of management is final.

The dispute resolution process allows you to have a review of your situation. If the process fails, you may file a grievance under the Grievance Procedure. You will not be reprimanded nor will your discipline be made more severe for using our dispute resolution process.

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## **Grievance Procedure**

A grievance procedure is available to employees as an effective means to resolve work-related complaints and problems. An employee shall use this procedure when he/she feels a work-related decision is not consistent with HOU policies and practices outlined in the policy handbook. Grievances may include, but are not limited to such things as discipline, harassment, unfair assignment, or selection. Employees cannot use the procedure to appeal operating decisions, rules of conduct, determination of work hours, wages and benefits or performance evaluations. No employee will be discriminated against, intimidated, or suffer any reprisal as a result of filing a grievance.

### ***Grievance Procedure***

- Complete a grievance form within 10 calendar days of the date the complaint arises. Failure to do so will bar a complaint. Grievance forms are available from a supervisor or the human resources office.
- Submit the grievance form to your supervisor and a copy to human resources. If the grievance is with your supervisor, submit it to human resources.
- The supervisor will review the grievance, and consult with human resources.
- A written response will be provided to the person submitting the grievance within 10 working days of the submission of the Grievance, or as soon thereafter as is practicable. If the employee remains dissatisfied, the employee shall file a written request for further consideration by the CEO within 10 calendar days from receipt of the challenged response. Failure to do so will result in dismissal of the complaint. The CEO shall use discretion in attempting to resolve the grievance and may seek assistance from the Board. The CEO's decision will be final and no further appeal will be allowed.

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## **Incident/ Injury Reports**

An Incident/Injury Report should be completed for all incidents involving employees, volunteers, visitors or patients, regardless of how minor the injury. If an employee observes an accident or incident, they should promptly complete an Incident Report. The form should be completed at the time of the injury or

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as soon as the employee is notified of the incident. The form should be completed and submitted to the supervisor, who will forward to appropriate personnel.

### **Notification**

The immediate supervisor shall immediately notify the supervisor who will forward to:

- QA Coordinator/Employee Health/Workers' Compensation nurse
- Volunteer Coordinator (if volunteer involved)
- CEO

### **Follow up**

Follow up by the employee health nurse should be as follows:

- One day from the time the incident was reported;
- Seven days from the time the incident was reported; and
- 30 days from the time the incident was reported.

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## **In-Service Training**

HOU provides in-service training opportunities for its staff. HOU staff is encouraged to take advantage of the in-service programs offered by HOU. In-service training must be completed during regularly scheduled work hours.

Employees will be given a list of mandatory in-service training units upon hire. This information will include where the training is available, whether on-site or away. Medicare and state regulations have set certain guidelines for clinical disciplines. HOU honors those guidelines. **Required in-service training must be completed prior to one's annual review.**

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## **Layoffs**

HOU intends to minimize the negative impact on current employees if a reduction in the work force becomes necessary. However, from time to time, cutbacks or reductions may be unavoidable due to forces beyond our control. In some cases, a program may have to be reduced in size or terminated entirely if funds for its operation are no longer available. If cutbacks occur, HOU will attempt to reduce staff progressively, using the following steps: It should be recognized, however, that the final decision is at the discretion of HOU based on the existing circumstances and needs.

- Voluntary reductions in the work force. This includes employees who take early retirement, leaves of absence or reductions in hours.
- Attrition.
- Part-time positions may be terminated prior to full-time positions.

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- An attempt will be made to transfer employees from terminated positions to other vacant positions within HOU if the employee can meet the qualifications of the position and has satisfactory performance evaluations.
- In determining which regular employees are laid off, the CEO may implement a seniority system giving consideration to factors such as, but not limited to, the following: Special Training, Performance Evaluations, Job Specialty, Responsibilities, and Supervisor Input.

The CEO will provide notice to employees affected and inform them of the beginning date of layoff. Within 30 days of the layoff date, the employee will be paid any available accrued PTO pursuant to the PTO policy.

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## Performance Coaching

Another aspect of our coaching approach is one that could help you get through any rough spots in your employment. Performance coaching and counseling helps managers to address and remedy any behavioral or performance-related problems you may be experiencing. Most issues can be resolved through discussions between you and your supervisor. Other more serious issues may require different approaches. Nothing herein, however, alters your employment-at-will status.

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## Performance Evaluations

HOU believes in a coaching approach to help you develop in your professional career. This process includes regular meetings with your supervisor, typically held annually, to evaluate your performance. These formal performance evaluations are provided in addition to the informal conversations you and your supervisor will have throughout the year.

A current employee who is promoted or assigned another job will usually receive a review within ninety (90) calendar days of new position. Employees already receiving benefits will retain those benefits if promoted or reassigned, providing they remain qualified for benefits and are promoted or reassigned to an equal or greater full time position. The employee's annual review date will change to the effective date of the job change.

In preparation for your annual performance evaluation, your immediate supervisor will set a time to meet with you to discuss your progress since the last performance review and to discuss goals for the future. Based on the outcome of your performance review, you may receive a merit increase. However, a performance review is not a guarantee of a salary increase.

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## Suspension

A supervisor may suspend an employee with or without pay for disciplinary reasons with the approval of the CEO. An employee who is suspended will normally be given a written notice of the reason for the action, and a copy will be made a part of the employee's personnel record. Human resources will be consulted/informed of the action. Employees may be suspended for incidents that may ultimately result in termination, if the employee participation is suspected, but unclear. Suspension is not required, however, and an employee can be terminated at any time.

Supervisors should meet formally with a suspended employee upon his or her return to work, and define clearly and specifically the improvements in job-related behaviors required as a condition of the employees continued employment. This meeting should be documented and a record of it submitted to the CEO. Human resources should be informed and a copy of the documentation placed in the employee's personnel file.

**ALL EMPLOYEES ARE EMPLOYEES AT-WILL AND ARE FREE TO LEAVE HOU AT ANY TIME, FOR ANY REASON, OR FOR NO REASON AT ALL. AS A CORRESPONDING RIGHT, HOU HAS THE SAME RIGHT TO TERMINATE AN EMPLOYEE AT ANY TIME, FOR ANY REASON, OR FOR NO REASON AT ALL. NOTHING CONTAINED IN THESE DISCIPLINARY GUIDELINES ALTERS THE EMPLOYMENT-AT-WILL RELATIONSHIP.**

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## Wage Administration

HOU believes that pay should be based on merit and offers employees the opportunity for achievement and salary increases through exceptional effort. We believe that a consistently implemented policy will create incentives and improve the organization's overall performance. HOU, in its salary administration, follows the rules and regulations set forth by Federal and State laws.

To the extent financially possible, rates of pay shall be comparable to wage and salary rates paid for similar positions within the industry. The HOU Board approves the annual budget. Salary increases are based on performance and responsibilities, not seniority. Salary increases are not automatic but based on supervisor's evaluations of performance results in relation to performance expectations and the financial position of the company. Salary increases or decreases can also result when jobs are changed.

It is possible that salaries in a department may need to be adjusted for market leveling purposes. Market leveling occurs when salaries require adjustment to remain competitive with other employers in the area. When market leveling is necessary, annual reviews and annual increases will be conducted in the customary manner. The date of the annual review will remain the same.

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## Workers Compensation

Employees are protected under the State Workers Compensation Law against loss of income due to injury or death that occurs during work activities. HOU pays the entire cost of the Workers Compensation insurance premium. Employees must report all job-related accidents, injuries and illnesses immediately after the accident or injury. The insurance carrier and State law will determine the benefits, if any, the employee receives.

**Reporting:** Any employee who is injured on the job will report the injury immediately to his/her supervisor or QA/Employee Health Coordinator, regardless of whether the injury is minor or of no apparent significance. Failure to do so may result in discipline, up to and including immediate termination, and denial of your claim.

**Incident/Accident Report:** An Incident/Accident Report will be completed promptly by the supervisor and forwarded to the QA/Employee Health Coordinator. The Coordinator will notify human resources prior to contacting the insurance carrier. Employees involved in any accident or injury may be drug tested. Reporting job-related injuries protects HOU as well as the employees. Failure of employees to document job related injuries may result in disciplinary action, including immediate termination. HOU may provide a designated physician to treat and/or refer the injured employee for further treatment. If that employee receives treatment from another physician or a physician not approved by HOU, HOU may be relieved of all medical expenses as the result of such treatment.

Payments for elected insurances must be kept current and are due on the Monday of each new payroll cycle. PTO does not accrue while an employee is out on workers' compensation leave. Workers' Compensation leave runs concurrent with qualifying FMLA leave.

HOU supports a back to work program for recovering employees based on doctor assessment and worker compensation carrier assessments of employee ability.

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## Separation of Employment

Separation of employment within an organization can occur for several different reasons.

### Dismissal/Termination

Your employment at the company is on an at-will basis. The decision and right to terminate you or any other employee remains the sole discretion of the company. It is impossible to list all the circumstances that might result in termination, but the following list offers some specific examples:

- Neglect of duties;
- Excessive absenteeism or tardiness;
- Unauthorized leave;
- Continued unsatisfactory performance;
- Assaulting, threatening, intimidating or fighting with a supervisor, co-worker, or visitor and/or engaging in other disorderly conduct;
- Insubordination or a breach of company policies;
- Falsification of your employment application or any other company materials;  
or
- Disclosure of confidential or private information to other employees, including all entities not entitled to receive such information.

All company property must be returned to your supervisor prior to your last day.

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### Exit Interviews

When you leave the company, you will be asked to participate in an exit interview. The primary purpose of this interview is to review your benefits and solicit feedback about your work experience at Hospice of the Upstate. The separating employee shall contact the Human Resource department as soon as notice is given to schedule an exit interview. Your participation in this conversation is voluntary and greatly appreciated. Exit Interview Forms are in the human resources office and may be completed prior to or after your last day of employment.

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## Final Pay

Employees who leave the service of HOU for any reason shall receive all pay, which may be due them, with the following qualifications:

- Employees who voluntarily resign from their position must give three (3) weeks' notice in writing of their intent to resign. Failure to do so may result in a loss of any accumulated PTO and may result in ineligibility for rehire. Employees may be reimbursed for accumulated PTO if leaving in good standing.
- At the option of HOU, the employee may not be required to work a notice, but instead be allowed to discontinue work immediately, or before the scheduled resignation date.
- PTO (this includes vacation time) cannot be taken during the "notice" period.
- The separation date for all employees is the last day of actual work.
- Health insurance terminates on the last day of employment.
- Final pay will be issued via a live check on the first payroll after separation date. All property belonging to HOU must be returned before the date the final check is issued. Failure to return property in the condition it was issued will result in the value of the property being deducted from the final check absent normal wear and tear.
- Employees will be advised of their rights under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). This Act entitles employees and their dependents to continue their coverage under HOU's health insurance plan, at their own expense, but at group rates, for up to 18 months after they leave.
- An exit interview will be held with the human resources office.

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## Job Abandonment

Employee who fail to report to work or contact their supervisor for three (3) consecutive workdays shall be considered to have abandoned the job without notice, effective at the end of their normal shift on the third day. The supervisor shall notify Human Resources at the expiration of the third workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible to receive accrued benefits, including payment of allowed PTO, and are ineligible for rehire.

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## Resignation

Although we hope your employment with us will be a mutually rewarding experience, we understand that varying circumstances cause employees to voluntarily resign employment. To resign in good standing, you should provide three weeks' notice, preferably in writing, to facilitate a smooth transition out of the organization. If any employee provides less notice than requested, HOU may deem the individual to be ineligible for rehire depending on the circumstances regarding the notice given. In certain circumstances, you may be granted a shorter notification period.

Once notice is received, HOU will determine your final workday within the notice period and settle any remaining employment issues. Any cross-training or reassignment of duties will be addressed during your notice period. You will not be able to use any PTO days during this time period.

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## Retirement

Employees who wish to retire are required to notify their department director and the Human Resources director in writing at least one (1) month before the planned retirement date.

## Questions?

This handbook is intended to serve as a helpful guide to you during your employment with our company. If you ever have any questions or need clarification on a department or company practice, policy or procedure, please contact your supervisor or human resources representative.

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**Handbook Receipt and Acknowledgement**  
**Hospice of the Upstate**

We have created this employee handbook, "Working Together," as a reference for your use. Read through this to acquaint yourself with the policies and benefits in place at Hospice of the Upstate. Contact your supervisor or human resources representative for additional information or guidance as necessary.

Please sign below to acknowledge that you have received a copy of the handbook, "Working Together," and have read and familiarized yourself with the information contained in the handbook. By signing below, you also acknowledge you understand that:

- The handbook is presented for information purposes only and that the company reserves the right to revise, change or terminate policies or procedures at any time with or without notice;
- The handbook is not a contract, express or implied between you and the company nor shall it nor any of its language be construed to create such a contract;
- **EMPLOYMENT WITH HOSPICE OF THE UPSTATE IS ON AN AT-WILL BASIS. AS AN AT-WILL EMPLOYEE, EITHER YOU OR THE COMPANY MAY TERMINATE YOUR EMPLOYMENT AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE. NOTHING CONTAINED IN THE COMPANY’S POLICIES OR IN ANY OTHER MATERIALS OR INFORMATION CREATES A CONTRACT OF EMPLOYMENT BETWEEN YOU AND THE COMPANY. NO ORAL STATEMENTS TO THE CONTRARY MADE EITHER BEFORE OR DURING YOUR EMPLOYMENT CAN CHANGE THIS. EXCEPT FOR THE COMPANY’S CEO, NO INDIVIDUAL SUPERVISOR OR MANAGER CAN MAKE A CONTRARY AGREEMENT, AND EVEN THEN SUCH AN AGREEMENT MUST BE SET FORTH IN A WRITTEN EMPLOYMENT CONTRACT WITH YOU; AND**
- The handbook remains the property of the company and shall be surrendered to the company upon its request.

This acknowledgement will be maintained in your personnel file in the human resources department.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Name (please print)

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