

# ROYAL CARE LINK LLC

## EMPLOYEE HANDBOOK



**The Crown of Ultimate Health Care.**

**Dr Edward  
Mazhangara  
Simba Chiduma MSA**

**4700 S Hagadorn Rd, Ste 107A.**

**East Lansing, Michigan 48823**

**Office Phone Number: 517-455-8300**

**Fax: 517-253-7566**



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## **SECTION 1—Introduction**

### **Introduction**

**Dr Edward Mazhangara and Simbarashe Chiduma are the sole officers of Royal Care Link, LLC. References to the “Directorate” or “Management” of Royal Care Link, LLC in the Employee Handbook refer only to the aforementioned individuals.**

This Employee Handbook contains provides information about Royal Care Link’s personnel policies and procedures that are vital to your successful employment with Royal Care Link, LLC and its divisions (Employer or the Company), including the advantages you receive as an employee, and the Company’s expectations of you. This Handbook has been designed to serve as a guideline for you to refer to whenever you have any questions about your employment with Royal Care Link, LLC. It is not a contract for employment, all inclusive, or a collective bargaining agreement.

We are an “at will” employer, which means that any employee may resign at any time for any reason or for no reason, and in turn, Royal Care Link, LLC reserves the right to release an employee, with or without cause, explanation, or notice, at any time. An employee, supervisor, or other representative of Royal Care Link, LLC has **absolutely** no authority to enter into an employment agreement for any specified period of time or to make any agreement contrary to the provisions contained in this Handbook, except Royal Care Link LLC, **Dr. Edward Mazhangara (Director) Simbarashe Chiduma (Director of Operations)**. Any such changes and/or agreements that deviate from, amend, or make exception; any portion of this handbook must be made by Royal Care Link, LLC in writing and directed to you personally. This Handbook supersedes all prior representations or statements (verbal or otherwise) made to you about your employment with Royal Care Link, LLC, either oral or written, and rescinds any and all prior policies, procedures, handbooks, or general rules and regulations of Royal Care Link, LLC previously in effect.

Royal Care Link, LLC may establish rules and regulations governing the conduct of employees. These rules and regulations, however, are not intended to cover all circumstances (i.e., are not all-inclusive), and do not alter the fact that the employment relationship is terminable at the will of either party. The direction and control of all work for all employees includes, by way of illustration and not of limitation, the right to hire, assign, suspend, transfer, demote, or discharge, and is the sole prerogative and discretion

of **Royal Care Link, LLC Dr. Edward Mazhangara (Director) Simbarashe Chiduma (Director of Operations)**.

Any and all statements and policies in this Handbook are subject to unilateral change, in whole or in part, by Royal Care Link, LLC. Also, Royal Care Link, LLC retains the right to, in its sole discretion, change, modify, suspend, interpret, or cancel, in whole or in part, any of the published or unpublished personnel policies or procedures without advance notice and without having to give cause, justification, or consideration to any employee. Recognition and observance of these rights and prerogatives of Royal Care Link, LLC is a term and condition of employment and of continued employment. In addition, nothing contained in this Handbook, including any policies regarding termination, performance evaluation, or discipline, shall be construed to grant anything other than **at-will employment**.

After you have read this Handbook, if in agreement with the terms, policies, rules, and conditions described herein, you will sign an Acknowledgment Form, indicating your acceptance of these policies and procedures. **It is your responsibility to ask questions or get clarification about any information that you do not understand prior to signing this document, as your signature indicates that you are fully aware of, have read in its entirety, understand, and are in complete agreement with intent of full compliance with the information contained within this handbook.**

## **SECTION 2—GENERAL PERSONNEL POLICIES**

### **A. EMPLOYMENT RELATIONSHIP**

All employees of Royal Care Link, LLC are **employed on an at-will basis**. Therefore, any employee who wishes to do so may terminate his or her employment at any time, with or without notice and with or without cause **with the only exception being abandonment**. An employee is prohibited by law from walking off of the job/assignment and leaving a vulnerable client unattended and without care thereby endangering the client and jeopardizing their welfare. Similarly, Royal Care Link, LLC may terminate the employment of any employee at any time, also with or without notice and with or without cause. No employee, supervisor, or other representative of Royal Care Link, LLC, other than the **Royal Care Link Directorate**, has the authority to enter into any employment agreement for any specified period of time or to make any agreement contrary to what has been stated above; any such agreement must be in writing, signed by the **[officer of Employer]**, and directed to you personally (see the introduction on page 3 of this handbook for more information regarding this clause).

### **B. PHILOSOPHY AND WORK ENVIRONMENT**

The personnel policies of Royal Care Link, LLC are designed to help build a work environment that recognizes you as a valuable team member and asset to our company. Because you are an essential part of our team and our success as a caring company, Royal Care Link, LLC works hard to build a trusting relationship where you can trust us to give you the support and training you need, and we trust you to **give your very best efforts, provide superior care, and work collaboratively with our clients, co-workers and supervisory staff**. There is a strong partnership between you, your supervisor, and all other employees of Royal Care Link, LLC, in which the effectiveness and success of each person depends on the willingness to cooperate, collaborate, and build professional and trusting relationships between all of members of our team, because we are all interconnected and supporting each other to support our clients.

**To foster this environment, Royal Care Link, LLC has three overall employee relations objectives:**

- i. to help assure that you are treated with dignity and respect in your employment relationship with us;
- ii. to recognize you as an individual and the value you possess;
- iii. to help you and all other employees of Royal Care Link, LLC realize that true job satisfaction, and pride in what you do, can come from being part of a team that is dedicated to maintaining the highest quality products and services.

### **C. EQUAL OPPORTUNITY AND NONDISCRIMINATION**

In keeping with its goals of individual recognition and fair treatment, which is characterized by consistently implementing human dignity and respect towards each other in all civil circumstances, Royal Care Link, LLC is committed to providing equal employment opportunities to employees and to applicants for employment and will not discriminate on the basis of race, creed, color, religion, national origin, sex, sexual orientation, age, disability, pregnancy status, height, weight, or marital status in the hiring, promotion, or any other aspect of your employment with us. As part of this policy, Royal Care Link, LLC also prohibits abusing the dignity of anyone through jokes, slurs, or other derogatory comments or statements that refer to ethnic origin, race, sex, religion, age, disability, height, weight, or veteran or marital status or through conduct of any objectionable nature. We operate on the basis of common courtesy towards each other and strongly support courteous and polite interactions between all employees when interacting with each other and with clients. *(Courteous implies positive, dignified, sincere, and thoughtful consideration for others. Polite implies habitual courtesy, arising from a consciousness of one's training and the demands of good manners.* Any employee, supervisor, or other representative of Royal Care Link, LLC who violates this policy will be subject, in the sole discretion of Royal Care Link, LLC, to immediate report and investigation of the events and behavior which may lead to prompt disciplinary action, up to and including discharge of the party(ies) responsible for the misconduct and policy violation.

### **D. HARASSMENT**

Under no circumstances will Royal Care Link, LLC condone or tolerate harassment or discrimination based on race, color, creed, religion, national origin, sex, disability or handicap, sexual orientation, age, height, weight, veteran status or marital status.

Harassment is any unwelcome or unsolicited verbal or physical conduct that unreasonably interferes with an employee's job performance or creates a hostile, offensive, or abusive working environment. Examples of harassment include, but are not limited to, disparaging remarks or face, hand, or other bodily gestures, unwelcome or unsolicited touching, threats of physical harm, and the use of degrading words, nicknames, pictures, notes, texts, emails, stories, or jokes.

**Sexual harassment is one form of harassment. Sexual harassment includes**

1. Sexual relations, sexual contact, or the threat of sexual relations or sexual contact, that is not freely and mutually agreeable to both parties;
2. continual or repeated verbal abuse of a sexual nature, including but not limited to sexually explicit statements, sexually suggestive objects or pictures, sexually degrading words used to describe the employee, or propositions of a sexual nature; or

3. the threat or insinuation that lack of sexual submission will adversely affect the employee's wages, advancement, assigned duties, or other conditions that affect employment.

If you believe that you are the victim of any form of harassment, you should ***immediately*** report any violation of this policy to the Royal Care Link LLC Director of Operations, Simbarashe Chiduma or Dr Edward Mazhangara (Director).

It is Royal Care Link, LLC's policy to conduct a prompt investigation of any harassment claims and to take immediate remedial action, such as the assessment of discipline, up to and including discharge, of any employee, supervisor, or other representative of Royal Care Link, LLC, who, after an investigation, is found to have engaged in this type of offensive practice or conduct. All complaints will be taken seriously and thoroughly investigated, and all employees, supervisors, and other representatives of Royal Care Link, LLC are expected to cooperate fully with any investigation. Fabricated allegations of harassment and abuse will also be fully investigated and dealt with very seriously.

#### **E. NONRETALIATION**

We recognize that determining whether a particular action or incident is a purely personal or social relationship without discriminatory employment impact requires a factual determination based on all of the facts and the totality of the circumstances. Given the nature of this type of discrimination, we also recognize that false allegations of harassment can have serious effects on innocent men and women.

We trust that all employees of Royal Care Link, LLC will continue to act responsibly to establish a working environment free of discrimination and encourage any employee who has questions about Royal Care Link, LLC's nondiscrimination policies, including sexual harassment, to contact Royal Care Link LLC Director of Operations, Simbarashe Chiduma or Dr Edward Mazhangara (Director) or if you prefer Cyndi Potter Royal Care Link Office Manager.

It is also Royal Care Link, LLC's policy to strictly prohibit any retaliation against an employee who, in good faith, has registered a complaint or who cooperates with an investigation under these nondiscrimination policies. Any employee, supervisor, or other representative of Royal Care Link, LLC who, after investigation, has been found to have retaliated against any employee for using these complaint procedures, or for participating in an investigation, will be, in the discretion of Royal Care Link, LLC, subject to appropriate discipline, up to and including discharge.



## F. EMPLOYMENT OF THE DISABLED

Royal Care Link, LLC welcomes disabled applicants, including disabled veterans, and does not discriminate against people with disabilities. It is Royal Care Link, LLC's policy to employ and promote qualified disabled employees, using the same criteria that are used in the employment of other employees. Royal Care Link, LLC will also make reasonable accommodations for the limitations of qualified disabled individuals, provided it would not result in undue hardship to Royal Care Link, LLC.

**Disabled employees who require accommodation should contact the Royal Care Link LLC Director of Operations, Simbarashe Chiduma or Dr. Edward Mazhangara (Director). Or the Royal Care Link Office Manager, Cyndi Potter.**

## G. EMPLOYMENT STATUS

All employees of Royal Care Link, LLC will be considered one of the following:

1. **Orientation and Training.** The first 90 days of your employment is the Orientation and Training period. This period is to provide employees an opportunity to become acquainted with their fellow employees and to become familiar with the processes, procedures, and other requirements of working at Royal Care Link, LLC, including the most effective way to do their job assignments. It is also used to evaluate their work performance and capability for regular full-time or part-time employment. During these period employees are ineligible to participate in Royal Care Link, LLC fringe-benefit programs.

2. **Regular Full-Time Employee.** A regular full-time employee is an employee who is scheduled to work a normal work week of 40 hours and who has completed the Orientation and Training period. **Paid time off will be paid only to full time employees 40 hours per week.**

- I. Designated CMH sleeper shift for full-time, part-time and temporary employees shall be paid at stipulated State of Michigan minimum wage rate. A sleeper shift is one in which the employee can sleep during work hours but obligated to attend to client as needs arises.
- II. Employee training hours will be paid at minimum wage rate as stipulated by the State of Michigan.

3. **Regular Part-Time Employee.** A regular part-time employee is an employee who is scheduled to work a normal work week of less than 40 hours and who has completed the Orientation and Training period. The work schedule of a part-time employee may vary according to the circumstances. Part-time employees are ineligible for vacation, holiday pay, and other fringe benefits.

4. **Temporary Employee.** A temporary employee, full-time or part-time, is normally hired with the expectation that his or her employment will be for an interim period of time. Such employees are employed on a day-to-day basis and are paid for days or

portions of days actually worked. Temporary employees are ineligible for vacation, holiday pay, and other fringe benefits.

## **H. REORGANIZATIONS AND REDUCTIONS IN FORCE**

Various economic and operational contingencies may require Royal Care Link, LLC to reorganize and/or reduce its workforce. During such periods Royal Care Link, LLC, in its sole discretion, reserves the right to suspend regular employment policies and practices to take whatever actions it considers necessary to accomplish the reorganization and/or reduction in force efficiently and effectively, based on criteria it considers appropriate under the circumstances, which may include, but are not limited to, the following, notwithstanding any other provision contained in this Handbook:

- discharge or lay off employees and eliminate job classifications and positions
- combine or revise job titles and/or job descriptions
- create new job titles and/or descriptions
- fill any position vacated or created by the reorganization or reduction in force, using any criteria deemed appropriate by Royal Care Link, LLC

## **I. RIGHT TO PRIVACY AND ACCESS TO FILES**

It is Royal Care Link, LLC's policy to collect only personal employee information that is relevant and necessary to perform essential business functions. For example, no records are to be gathered or maintained concerning your associations, political activities, personal publications, or communications or of your non-employment activities, unless it is submitted or authorized by you in writing and required for a regular business purpose.

Access to personal employee information is restricted to those with a legitimate need for such information in the performance of their job. Also, information about you will not be released outside Royal Care Link, LLC without your consent, with the exception of verification of your employment for credit approval purposes, information on employment dates for employment reference checks, and information which must be disclosed by law, court order, or on the request of an appropriate governmental authority.

You may examine your personnel records by submitting a written request to Simbarashe Chiduma, Royal Care Link LLC Operations Director. If you believe the records are not accurate, you may place a statement of reasonable length in your file describing the facts as you see them. You may also obtain copies of any document in your personnel file.

Any disciplines can be requested to be removed from the personnel file after 3 years of their occurrence, provided there are no other disciplines of violations recorded in your employment file during that 3-year period

Office furnishings and equipment, including computers and other electronic equipment, are the property of Royal Care Link, LLC. Therefore, office and computer files, as well as electronic mail and transmissions, may be monitored and/or accessed by the Company as it deems necessary.

## **J. RESIGNATION**

Employees are asked to give at least **two weeks' written notice** when they decide to resign their employment. Among other things, this provides an opportunity for the employees and Royal Care Link, LLC to explore the reason(s) for the resignation and whether corrective action or further support is appropriate and will influence the employee's decision, and also to allow time for Royal Care Link, LLC to locate, schedule, prepare and train a replacement for your assignment. However, Royal Care Link, LLC reserves the right to accept or reject the offered two-week notice. The last day the employee actually works will be considered the date of termination/severance. There will be no severance pay, additional compensation beyond hours worked, or buyout available for any employee either resigning or being terminated from employment at Royal Care Link, LLC.

## **SECTION 3—RELATIONSHIP AND RESPONSIBILITIES**

### **A. PERFORMANCE ON THE JOB**

You are expected to do the very best job you can on every assignment you are given. This means **getting it done on time and getting it done right with a positive and friendly attitude**. It also means taking care of all the details surrounding the assignment so that others don't have to pick up the loose ends. Finally, it also means using good judgment, asking questions, anticipating problems, calling your supervisor when in doubt, taking the initiative to prevent the problems from occurring, and offering your ideas on how to get the job done better (collaboration). **Neglecting to carryout assigned responsibility or failing to complete or do some particular task will result in disciplinary action up to and including discharge.**

**You are also expected to work cooperatively with supervisors and coworkers. This will enable you to build a positive image and reputation with those around you.**

### **B. ATTENDANCE AND PUNCTUALITY**

One of the keys to the success of Royal Care Link, LLC is good employee attendance and punctuality. Therefore, it is important that you be at work every day and be on time because we are all counting on you. We understand that unforeseen events and illness occur, and make provisions for these conditions as they occur, however, it is the employee's ultimate responsibility to inform his/her supervisor as soon as humanly possible of such event or illness so provisions can be made to cover their assignment, and or ensure the safety of the client and employee, depending on the nature of the event, illness, or situation. Your reputation for attendance and punctuality is an extremely important consideration in determining your readiness and capacity for more responsibility, and it will have a definite effect on your relationship with your coworkers and supervisor.

The general guidelines for absenteeism and tardiness are as follows:

1. All absences will be designated as either:

**Excused Absence:** absences approved by Royal Care Link, LLC in advance or absences due to unavoidable circumstances, as determined by Royal Care Link, LLC, such as hospital confinement; or

**Unexcused Absence:** all absences that are not excused.

2. When it is necessary for you to be absent from or tardy to work, you are required to notify your supervisor or Royal Care Link, LLC before the beginning of the regular workday or as soon afterwards as possible, of the reason for your absence or

tardiness, an estimate of when you expect to return to work, and any unfinished work assignments that may require completion. Also, Royal Care Link, LLC reserves the right, in its sole discretion, to request written verification of the reason given for your absence or tardiness and the right to require that you be examined by a physician chosen by Royal Care Link, LLC to substantiate the nature and extent of any reported illness or injury.

3. Failure to notify your supervisor 2 hours prior to your shift that you will be absent will result in 1 point. Two (2) points accumulated in 1 month may result in corrective action. More than 3 points accumulated in 1 month will result in disciplinary action up to and potentially including termination. A call-off is when employee calls to be excused from work within 2 hours before scheduled time. Two points in 1 month may result in a write up or one-week suspension from work or reduced scheduled hours including termination.

**Failure to report to work without notifying your supervisor at all may be considered abandonment and result in disciplinary action up to and including discharge. Our supervisors are here to help support our employees and our clients and it is vital that each employee contact his/her supervisor if unable to report to work at the scheduled time.**

4. Employees are expected to be at their designated work place, ready for work at their scheduled starting times, including following lunch hours.

5. Excessive tardiness and absences, in the discretion of Royal Care Link, LLC, may also be cause for disciplinary action, up to and including discharge.

**6. Employee neglecting to perform all the duties of his or her job, or failing to complete or do some particular task.**

- I. Sleeping on the job.
- II. Temporarily ceasing to work.
- III. Wasting production time.
- IV. Failure to administer and pass medications as scheduled.

## **C. CONFLICT OF INTERESTS AND OUTSIDE EMPLOYMENT**

Royal Care Link, LLC does not wish to infringe on the personal lives or affairs of its employees and respects the right of its employees to manage their personal affairs and other outside activities. However, employees assume certain obligations when they accept employment with Royal Care Link, LLC. The basic underlying principle in conflict of interests is that employees must avoid any activity, investment, or interest, including outside or secondary employment that might adversely impact their job performance, interfere with their business judgment, or otherwise reflect unfavorably on the integrity or good name of themselves or Royal Care Link, LLC.

Outside employment is when an employee of Royal Care Link, LLC holds a position with another employer or operates another business or enterprise. Such secondary employment may have an adverse impact on the employee's job performance and ability to provide quality service on behalf of Royal Care Link, LLC to its customers. Therefore, employees must inform Royal Care Link, LLC of any secondary employment.

The intent of this policy is not to prohibit activities or conduct unless they are harmful to the interests of Royal Care Link, LLC or its customers. In most cases, questions involving such activities or conduct can be readily resolved by employees making full disclosure to Royal Care Link, LLC.

#### **D. CONFIDENTIAL INFORMATION**

During the course of your employment with Royal Care Link, LLC, you may be exposed to confidential information concerning Royal Care Link, LLC and its business operations. Therefore, during or after your employment with Royal Care Link, LLC, you are prohibited from, directly or indirectly, disclosing, furnishing, or making accessible to any person, firm, corporation, or other entity, any confidential information obtained while employed by Royal Care Link, LLC, without the express approval of the President.

#### **E. NONCOMPETITION**

Due to the highly competitive nature of our business, all employees, as a condition of their employment, are prohibited from competing with or against Royal Care Link, LLC while they are employed by Royal Care Link LLC. Competing with Royal Care Link LLC includes, but is not limited to: owning, managing, operating, being employed by, or being an agent for any business or enterprise that competes with any business engaged in by Royal Care Link LLC. Some employees, because of the nature of their job assignments, will be requested to sign a separate noncompetition agreement which imposes a post-employment restriction on their completion with Royal Care Link, LLC.

#### **F. SOLICITATION OR DISTRIBUTION**

To eliminate the possibility of disrupting operations and annoying employees and to maintain a good working atmosphere, solicitations of any nature or distribution of literature by an employee during working hours and in the course of performing their job assignment are prohibited at all times, unless directed or approved by the Director or [his / her] designated representative.

#### **G. USE OF THE INTERNET**

Access to the Internet has been provided to certain staff members for the benefit of Royal Care Link, LLC and its customers. Each such staff member has a responsibility to maintain and enhance Royal Care Link, LLC's public image and to use the Internet in a productive manner. To ensure that all employees are responsible, productive Internet

users and that they are protecting Royal Care Link, LLC's public image, the following guidelines have been established for using the Internet:

**1. Acceptable Uses.** Employees accessing the Internet are representing Royal Care Link, LLC. All communications should be for professional reasons. Employees are responsible for seeing that the Internet is used in an effective, ethical, and lawful manner. Internet relay chat channels may be used to conduct official Company business or to gain technical or analytical advice. Databases may be accessed when information is needed. Electronic mail (e-mail) may be used for business contacts.

**2. Unacceptable Uses.** The Internet should not be used for personal gain or advancement. Solicitation of non-Company business, or any use of the Internet for personal gain, is strictly prohibited. Use of the Internet must not disrupt the operation of Royal Care Link, LLC's network or the networks above the users. It must not interfere with your productivity. Restricted sites (including but not limited to: pornography, dating, personal social media sites, and sites selling weapons, drugs, or alcohol) are strictly prohibited

**3. Employee Responsibility.** Each employee is responsible for the contents of all text, audio, or images placed or sent over the Internet. Fraudulent, harassing, or obscene messages are prohibited. All messages communicated on the Internet should have your name attached. No messages will be transmitted under an assumed name.

**4. Security.** All messages created, received, or retrieved over the Internet are the property of Royal Care Link, LLC and should be considered public information. Royal Care Link, LLC reserves the right to access and monitor all messages and files on the computer system as deemed necessary and appropriate.

## **SECTION 4—OTHER EMPLOYMENT REGULATIONS**

### **1. Acceptance of Gifts and Loans.**

Royal Care Link prohibits employees from accepting gifts from consumers. Further, employees are not permitted to borrow money or personal belongings from consumers or fellow employees, under any circumstances. Theft of anyone's personal or company property is strongly prohibited and will result in termination after confirmed through interviews, inspection, and investigation.

### **2. Accidents.**

If an employee is involved in an accident or sustains an injury while working for Royal Care Link, he or she must complete an incident report. If the employee requires medical attention, please contact Simbarashe Chiduma, Royal Care Link Director of Operations for instruction on how to obtain treatment. Do not wait to report the accident.

### **3. Anti-nepotism.**

Members of the immediate family or person residing in the same household will not be hired or promoted into a position where one will exercise control over the job performance of another.

In any site employing more than one person from the same family, Royal Care Link reserves the right to reassign employees in the event that personnel issues arise.

### **4. Chain of Command**

Open communication among employees at all levels of Royal Care Link is essential to both individual and organizational growth and progress of the company. However, at times binding decisions need to be made. The process for the decision making such cases is as follows:

- I. The issue at hand will be discussed at a group staff meeting input will be solicited.
- II. The site coordinator and/or the Executive Director will then meet and make a final decision regarding the issue.
- III. If the Executive Director and the coordinator cannot agree on the decision, the Executive Director will ultimately determine the course of action.

### **5. Children at Work**

While at work, employees are expected to devote their full attention to assigned job responsibilities, therefore, children or other family members are not allowed to accompany or stay at work with employees without permission from the Executive Director or the clinical supervisor. If such permission is requested and granted, it is



allowed only for that isolated incident. One time permission shall not be considered blanket approval for children to accompany employees to work. Due to liability issues that can occur from having minor children in the workplace, or in a client's home, bringing your children to work is strictly prohibited. In the event that written permission in advance is obtained to have your child at work, then the employee will hold harmless, Royal Care Link, LLC from all damage, injury, or death that is incurred by the child or employee during the time the child is at work with the employee, and at no time will the employee leave the child unattended, or out of sight, or in the care of the client. Children cannot dispense medications, supervision or care to any client. Royal Care Link, LLC will hold the employee solely liable for any damages, injury or death incurred during the time the child accompanies the employee at work, and will prosecute the employee to the fullest extent of the law if the employee takes the child to work without the knowledge or approval from the authorized staff at Royal Care Link, LLC.

## **6. Confidentiality**

Each consumer has a right to confidentiality. By accepting employment with Royal Care Link, employees are placed in a position of trust with regard to information about the clients we serve. Employees must be constantly aware of the confidential nature of information regarding clients. Michigan law mandates (Under Act 218 of 1979) that each employee protects confidential client information. This policy as amended must be provided to all employee along with a job description. Employees must sign a statement verifying that they have received and reviewed a copy of this act and their job description.

All report and data which pertain to testing, care, treatment and reporting and research associated with serious communicable diseases or infection of HIV, AIDS and acquired immunodeficiency syndrome related complex are considered confidential. Any employee who releases such information in any form pertaining to a consumer's HIV status is punishable by imprisonment for not more than one year, a fine of not more than \$5,000.00, or both; and is liable in a civil action for actual damages or \$1'000 whichever is greater, costs and reasonable attorney's fees. If anyone contacts you about a consumer for which this section is may be applicable, immediately direct the person to Royal Care Link Director.

Information concerning consumers or employees should not be released, whether written, oral or via telephone, to any individual or agency without the express approval of the Executive Director or the designated supervisor. Information concerning the consumers or employees is not to be discussed outside the workplace. Discussion of issues concerning consumers in public places and /or other residential work sites is prohibited. If an employee is found to be divulging confidential information, disciplinary action will result.

## **7. Documentation**

Under the contract with CEICMH, Royal Care Link and other providers are required to substantiate the hourly services we provide with documentation. Thus Royal Care Link requires staff to sign off for completion of all daily clinical plans.

If staff does not sign off for documentation completed for the shift worked, Royal Care Link does not receive documentation with the employee's bi-weekly time card, employees will not receive their pay check until documentation is completed and turned in to the office.

If staff signs off that the daily clinical documentation was completed and it is found that the documentation was not completed, disciplinary action will result.

If staff has not been trained on the consumers' clinical plans, this should be brought to the attention Royal Care Link in writing. **Neglecting to carryout assigned responsibility or failing to complete or do some particular task will result in disciplinary action up to and including discharge.**

## 8. Disciplinary actions

On occasions, it may be necessary to discipline or terminate an employee for improper conduct or failure to adequately perform their duties. **Royal Care Link is an at-will employer and may terminate any employee at its discretion.** It should be noted that it remains the sole and absolute discretion of the employer as to whether to impose discipline, and to determine the severity of the discipline (including termination)

The types of discipline that may occur as a result of improper conduct are:

- 1) Verbal warning
- 2) Written warnings
- 3) Suspension; or
- 4) Termination

When disciplinary action is taken, the Director, or designated supervisor, or site coordinator will advise the employee of any action taken in writing. The Director or designated supervisor will meet with the employee to discuss the action taken and the employee will be asked to sign the written action. A copy will be placed in the employees' personal record and a copy given to the employee for their records. All disciplinary action taken will remain a permanent part of the employee record for the term of their employment with Royal Care Link.

**In the event an employee is terminated from Royal Care Link, they will not be eligible to receive accrued leave or sick time pay.**

## 9. Employee Honest and Integrity

As a new employee, you have been hired by Royal Care Link under the impression that your honesty and integrity are of the highest level. In the event however, that an employee observes another employee taking property of Royal Care Link without authorization, or misusing it, it becomes the observing employee's responsibility to notify Royal Care Link through their supervisor of this occurrence. Property, equipment, or supplies of Royal Care Link are not to be removed from the company's premises by any employee without express permission to do so from the Executive Director or a designated supervisor.

**10. Dishonesty:** is to act without honesty. It is used to describe a lack of probity, cheating, lying or being deliberately deceptive or a lack in integrity, knavishness, corruption or treacherousness. Dishonesty is the fundamental component of a majority of

offences relating to the acquisition, conversion and disposal of property (tangible or intangible) defined in criminal law such as fraud. The common situations involving dishonesty in the work place for which an employee may be discharged are:

- I. Aiding or abetting another in committing a dishonest act.
- II. Cash misappropriation-stealing from a client or his or her guardian friend or family.
- III. Cash shortage.
- IV. Conversion of employer's or others' property
- V. Destruction of employer's records.
- VI. False statements about coworkers or employer.
- VII. Falsification concerning work, work record including time card. This is considered Medicare Fraud.
- VIII. Falsification of work application.

### **11. Scheduling changes:**

**a) Leave of absence:** Any leave of absence must be submitted on a Royal Care Link Leave of absence form to the coordinator or immediate supervisor or home manager two weeks in advance of a requested leave.

The administrative supervisor or manager will make a determination on the request and will authorized or deny the leave within 48 hours of the request. Submitting a request for leave does not mean the request is approved. If the employee does not receive a reply within the required time limit he/she must conduct the Director and notify him/her of their supervisor's lack of response.

### **12. Trading Hours:**

- a) Employees may trade hours in accordance with the following guidelines:
  - I. A Completed Employee Trade Request is completed with the following information:
    - o The dates and times of the proposed trade.
    - o The signatures of both employees agreeing to the trade.
  - II. The form is submitted to the site coordinators or supervisor or home manager in advance.
  - III. The trade should not result in overtime for either employee.
  - IV. Full time employees may offer hours to part time employees without accepting hours in trade as long as no overtime results for either employee.

When trading hours, it is the responsibility of the employee to locate their own replacement and to notify the supervisor in accordance with the guidelines aforementioned.

### **13. Call/No show**

- a. All no call no shows will result in disciplinary action. First offense employees will receive a written warning. Second offenses will result in termination of the employee. **(See Section 3, B for details. page 11)**

#### **14. Sick Leave**

- a. The only employees who accrue sick leave are site coordinators, home managers, and administrative staff. The categories of employees aforementioned that qualify for sick leave must have worked for Royal Care link LLC for at least a year with no break in employment service. All other employees may utilize leave time in the event that they are ill. Employees are not allowed to retain sick leave earned in one year if they do not use it during that year.
- b. In the event that you are ill, you must notify your immediate supervisor of your need to miss work. The site coordinator or home manager will be responsible for locating staff for your shift.
- c. The site coordinator, home manager, designated supervisor or Director may at any time require an employee to obtain a physician's statement confirming that you were ill and you may return to work. If at any time an employee is unable to produce a physician's statement, they will be subject to the disciplinary process.
- d. Anytime a physician's statement is submitted stating that the employee may work with limitations it will be standard procedure for the employee to be reassigned if at all possible. If it is not possible to reassign the employee to accommodate the limitations, the employee will remain off duty until such limitations are no longer in effect.

#### **15. Sleeping on duty**

Unless designated as a "sleeper", sleeping on duty is strictly prohibited by Royal Care Link, and the safety, security and well-being of the client(s) is the responsibility of the caregiver/employee, who must be awake, alert and ready to respond and provide care as needed throughout their shift day or night. Sleeping at work may result in employee termination.

#### **16. Smoking**

Smoking is prohibited in all Royal Care Link facilities (AFC homes), consumer's houses and independent living facilities owned or rented by CMHCEI. If cigarettes butts or cigarettes are found in the home or work site, disciplinary action will result. Smoking is also prohibited in all Royal Care Link vehicles.

Any staff person needing to smoke must do so outside of the home or work site (a smoking jacket or outer covering is preferred when smoking, so it can be removed when the employee returns inside the home. All staff must wash their hands after smoking a cigarette to reduce the client's exposure to bacteria and carcinogens (regardless of whether or not the client is a smoker). More than one staff person is not permitted to take "smoking breaks" at the same time. Further, staff people are not permitted to smoke outside with the exterior doors open so that consumers can be heard.

**Smoking is prohibited in the staff's vehicle when the client is in the vehicle.**

Smoking breaks or breaks of any kind should not exceed 15 minutes and should not be taken more frequently than every four hours under Michigan Law.

Smoking is prohibited at all children and independent work sites. In the event the parent/guardian grants permission, all smoking and ‘smoke breaks’ should be conducted outside the work site.

### **17. Staff Consumer interactions**

Whenever a consumer states that they do not like something a staff person is doing, staff person should immediately stop the behavior the consumer is complaining off (teasing, wrestling, horseplay, etcetera, can all be misconstrued). Inappropriate consumer interactions may include but not limited to the following:

1. Touching of consumers or consumers touching staff in any manner other than for hygiene and grooming purposes/or means acceptable by community standards (i.e. handshaking, pats on the back, etc.) is prohibited. Prohibited touching includes tickling, foot and back rubs, etcetera unless the particular conduct is expressly stated in the consumer’s individual treatment plan.
2. Sending consumers on personal errands or allowing /or asking them to purchase dinner, cigarettes, etc. for yourself or any staff member is strictly prohibited.
3. Consumers are strictly prohibited from baby- sitting or doing any personal chores for staff at any time. This includes laundry, fixing food, washing vehicles, etc.
4. Anything a consumer does for a staff member by request must be compensated. Moving, mowing, laundry, or any other chores are all included. Never ask a consumer to perform personal service for you.
5. Borrowing personal items or money from consumers is strictly prohibited.
6. Accepting gifts from consumers is also strictly prohibited.
7. Maintenance jobs or household tasks are not to be assigned by staff unless the consumer will be paid for their work. If maintenance jobs are arranged, the payment plan must be authorized by the Director or designated supervisor. In licenses facilities, these jobs may be assigned if included in the consumer’s individual treatment plan.
8. Examples of maintenance jobs: mowing, raking leaves, shoveling snow, paperwork, cleaning staff bathrooms, bedrooms, doing staff dishes, washing vehicles, sweeping parking lots, trimming bushes, painting.
9. Examples of house jobs: dusting, washing windows, mopping floors, vacuuming, cleaning bedrooms, dishes, dinner prep, written goals and objectives.

The purpose of household jobs is how to teach consumers how to do the job, with staff leadership, feedback, and direction. This provides consumers with skills they will need to succeed independently. These skills also give consumers pride in accomplishment, a feeling of ownership, control and pride in their home, a feeling of belonging and family. These tasks are never to be completed by consumers for punitive reasons. Household jobs should never be assigned to a consumer if they are over and above what is expected of all consumers living in the home on a daily basis. Praise should be delivered liberally to help consumers feel successful and proud of their accomplishments.

All work performed by a consumer must be in accordance with their written assessment plan.

### **18. Taking consumers home.**

Royal Care Link strictly prohibits employees from taking consumers to their homes or to any other personal family, or friends home or family or friends place of work unless there is a written guardian approval and it is included as part of the consumer's treatment plan, If an employee fails to abide by this policy, the employee significantly compromises their own liability should accident, injury or death result to the consumer. (This must be read in conjunction with Section 4 (4). Page 15)

### **19. Telephone calls**

Use of Royal Care Link's telephones for personal business is discouraged. However, it is understood that sometimes it is unavoidable. In the event that an emergency arises and an employee must take a personal call at work, the call should be limited to no more than five minutes.

**All employees who own a cellular phone or other electronic device used for communication MUST turn them off during working hours unless extenuating circumstances exist and express permission has been given by Royal Care Link administration staff, coordinator, home manager, designated supervisor to use the electronic device during scheduled work hours.**

All long distance calls from which are business related shall be recorded on the long-distance log maintained in the home. Long distance charges to Royal Care Link account by any employee for their personal use are strictly prohibited. In the event that this policy is violated, the employee will be expected to reimburse Royal Care Link for amount of their phone call on the company's telephone bill. Employees must provide a copy of their proof of insurance to Royal Care Link at least annually.

### **20. Training**

All necessary training required by CMH, any governmental entity, Royal Care Link **must be completed**. All tests required must also be successfully completed. Any employee unable to complete the required training classes will not be allowed to work independently until they can successfully complete the course work required.

Employees will be scheduled for required training sessions by their site coordinator /manager and will be given any reading materials to be completed prior to attending the session. Employees unable to attend sessions for any reason must notify their supervisor at least 24 hours in advance, except in the case except in the case of extreme illness or emergency.

- I. Designated CMH sleeper shift for full-time, part-time and temporary employees shall be paid at stipulated State of Michigan minimum wage rate. A sleeper shift is one in which the employee can sleep during work hours but obligated to attend to client as needs arises.
- II. **Employee training hours will be paid at minimum wage rate as stipulated by the State of Michigan.**

Employees attending required training sessions will be given a completed Training Attendance Form. This form, in addition to **any reading materials provided**, must be turned in to the site coordinator or home manager along with the employee work log for the pay period during which the training was held/attended. Employees will not be paid for their training until documentation is submitted to their supervisor. Employees failing

to successfully complete scheduled training must re-take their course on their own time and will not be paid for their time in attending the training after they have failed to complete the course once.

Training not completed within one year of hire will result in termination of the employee from Royal Care Link unless there are extenuating circumstances which prevented the employee from completing the required training. This determination will be left to the sole discretion of the Director or designated supervisor.

All employees must attend all regular and special **staff meetings** and special in-service training sessions that may be held at the site or home unless they have been excused by their immediate supervisor. Documentation of in-home, in-service attendance will be recorded in the employee personal record. Permission by the supervisor to be absent from staff meeting or in-service does not constitute blanket approval.

## **21. Transportation**

All Royal Care Link staff will be expected to assist in transporting consumers to and from day programs, family visits, community outings, etc. This policy pertains to transportation in employee's personal vehicles and vehicles owned by Royal Care Link. It is required that all employees possess a valid driver's license or chauffeur's certification, as required by law. Employees must be insurable under the employer's automobile insurance policy. Employees must provide a copy of their driver's license to Royal Care Link LLC.

Any employee using their personal vehicle to transport a consumer **MUST** maintain automobile coverage on their personal vehicles with policy minimums of \$100,000/\$300,000. All occupants in any vehicle shall be properly restrained as required by law. **Employees must provide a copy of their driver's license to Royal Care Link LLC at least annually. Non clients should NOT be in the vehicle when employee is working. Only ONE client with ONE staff is allowed in one vehicle at a time with the exception of RCL sanctioned GROUP outings.**

Any employee whose driving record reveals any of the following will be cause for termination or reassignment:

1. Currently suspended driver's license
2. Three "at fault" accidents within three years not resulting in conviction.
3. Accumulation of 9 or more points within a two-year period.
4. A single conviction of a 6-point violation or any of the following infractions:
  - I. "At fault" accident resulting in a conviction.
  - II. Felonious use of a vehicle.
  - III. Operating a vehicle under influence of drugs and alcohol.
  - IV. Operating a vehicle while impaired.
  - V. Fleeing an accident.
  - VI. Reckless driving.
  - VII. Fleeing an officer.
5. An employee who becomes incompetent to drive or is inflicted with a mental or physical infirmity will not be permitted to drive any vehicle owned by Royal Care Link, provided such disability constitutes a treat to public safety. Evaluation of competency and ability will be determined by appropriate medical opinion.

6. Employees not categorized above will be permitted to operate the vehicles of Royal Care Link, or use their own vehicle, and will be required to sign the Statement of Driver responsibility.
7. Staff and drivers agree to advise Royal Care Link, of any traffic tickets or other citations involving an automobile in which staff or drivers are found to be responsible, at fault, or guilty.
8. Motor vehicle driving records will remain as part of employee's personnel record.
9. Royal Care Link, reserves the right to modify, add, or delete from this policy as determined solely by Royal Care Link.
10. Staff will NOT be required to transport consumers in personal vehicles if the consumer has history of being, or is believed to be, potentially dangerous. When clinically indicated, consumers will be transported only by staff members of the same sex or accompanied by third person of the same sex as the consumer.
11. If the consumer is seriously out of control, and staff feel as though they cannot safely transport the consumer, an ambulance shall be called to transport the consumer to Emergency Service for evaluation and support.

**All employees must inform Royal Care Link LLC immediately of any change in their driver's license status, their qualifications under the Royal Care Link policy stated above, and /or the employee's automobile insurance policy. Failure to notify Royal Care Link is a dismissible offense.**

**Non clients should NOT be in the vehicle when employee is working. Only ONE client with ONE staff is allowed in one vehicle at a time with the exception of RCL sanctioned GROUP outings**

## **22. Visitors**

No visitors other than those authorized are allowed at the any work site or group home without permission from the immediate supervisor, Executive Director, or the designated supervisor, visitation will be permitted during normal waking hours. Visitors other than family, guardians, or friends of consumers must have prior authorization to visit. The policy applies to former employees as well as strangers.

## **23. Media Releases**

Information of any kind regarding consumers or Royal Care Link LLC is not to be given to the media. Any contact made by Newspapers, television stations, radio stations etc. should be referred to Royal Care Link Director. The employee must immediately notify the Director of such contact. Staff must never release the home telephone number of any staff member, including supervisory staff. No media personnel should be allowed in any group home or site operated by Royal Care Link without express approval of the Director or designated supervisor. At no time should staff provide confidential consumer information to the media.

## **24. Medical Evaluation**

Royal Care Link reserves the right to require the employee to submit to medical examination when related and consistent with business necessity from a physician selected by Royal Care Link at the company's expense. Royal Care Link also reserves the



right to require employees who is presently working, and is not on any leave of absence, to provide physician's statement verifying that they are physically and emotionally capable of performing required job responsibilities. This right is reserved at Royal Care Link's sole discretion and will be done at the company's expense.

### **25. Wage increases**

All employees are eligible for wage increases given they receive a satisfactory employee performance evaluation and work at least 800 hours a year. Wage increases are not given until the completed evaluation is received by Royal Care Link Finance department. In the event that an employee is promoted within the organization, the date of the promotion will become the employee's new wage review date.

### **26. Paychecks**

Pay checks will be ready for pick up every other Friday at 4700 S Hagadorn Rd #107, East Lansing, MI 48823. Employees may request that paychecks be mailed if desired. Paychecks must be picked up by 4.p.m.

Any employee wishing to have another person pick up their paycheck must submit a written statement to the finance department, giving another individual permission to pick up their check. Employees are asked to sign for their checks and any other that they may be for their site or home.

In the event that the employee feels there is an error on their check, they should immediately contact the Finance office during office hours (M-F: 9a-4p). If an error is found and it is the fault of Royal Care Link, the error will be corrected immediately. If the error is the fault of the employee, the error will be corrected during the following pay period.

### **27. Recognized Holidays**

The following holidays are recognized by Royal Care Link as holidays and any employee who works on these dates will be paid time and one half for the hours worked:

1. New Year Day
2. Easter
3. Memorial Day
4. July 4<sup>th</sup>
5. Labor Day
6. Thanksgiving
7. Christmas

### **28. Personal Equipment and valuables**

Royal Care Link LLC, does not provide insurance coverage for personal property brought onto work premises and cannot be held responsible for loss or damage to such items.

### **29. Personal Protection devices**

Employees of Royal Care Link, may not carry, possess, or store any item intended for use of personal protection on work premises.

27. Employees may not bring pets into the premises of Royal Care Link without prior express permission from Royal Care Link Director or designated supervisor. Any damage or injury occurring as a result of the pet's visit shall be the responsibility of the employee

### **30. Work schedules**

Licensed adult foster care facilities are required to provide personal care, protection, and supervision of consumers 24 hours a day, seven days a week. Coordinators, managers, and administrative supervisors are responsible for the scheduling of sites and homes. Schedules will be posted every two weeks in group homes and monthly for children or independent work sites, but may be changed to accommodate consumer needs as well as staffing emergencies in the sites. Employees will be hired as follows:

1. Regular Full Time: 40 or more hours per week.
2. Regular Part Time: Less than 40 hours per week.

Full time employees will be scheduled 40 hours per week at the discretion of the coordinator or scheduler or manager. Part time employees will be scheduled 30 hours or less at the discretion of the coordinator or manager. Changes to the posted printed schedule must be made in accordance with the Royal Care Link leave of absence policy. All employees are responsible for remaining on duty until their replacement arrives regardless of the posted schedule. At no time is an employee is authorized to leave prior to their scheduled departure time without permission, from the site manager or coordinator or Director.

In the event an employee is ill or fails to report as scheduled, the coordinator or manager or coordinator or on call manager will attempt to locate voluntary replacement, either the least senior staff person currently on duty, or the least senior staff person that supervisors are able to contact must report to work. There may be occasions where this rule must be modified and a more senior employee will be required to work due to the number of hours worked by the less senior staff person, or subsequent scheduling needs of the home. All employees will be paid on an hourly basis except those who live-in the AFC home. Any hours worked in excess of 40 hours per week will be paid at time and one half of the base rate. Employees will be scheduled no overtime during a pay period without advance permission from the designated supervisor or Director.

Staff must record time as accurately as they work. Falsifying records will result in suspension or possible termination. If a site has a time clock, employees are only allowed to clock in and out on their time card. No employees shall clock in or out for any other employee under any circumstances. In the event an employee forgets to clock in or call in to clock in or out, they may write the time in and have a co-worker initial for verification. All staff should record and work the schedule that is posted unless a change has been requested by the supervisor or authorized by Royal Care Link management staff. **(This section must be read in conjunction with Section 2 (G) Page 8**

### **31. Worker's Compensation.**

If an employee is injured on the job, the injury must be reported to the Human Resources Coordinator or a designated supervisor and an incident report must be completed immediately. When the injury requires doctor's attention, the employee's supervisor will

arrange for the employee to receive medical treatment. The supervisor should call ahead to authorize treatment under Royal Care LINK Workers' compensation Policy.

**32. Harassment of Any Kind Is Prohibited.** No messages with derogatory or inflammatory remarks about an individual's race, religion, national origin, physical attributes, or sexual preference are to be transmitted. **(This section must be read in conjunction of section 2 (D) Page 6).**

**33. Abuse and neglect reporting procedure.** It is the policy of Royal Care Link, LLC, to safeguard and ensure that reporting to the appropriate legal and regulatory entities is done in such a way as to not hinder or impede any investigation into suspected or alleged incident of abuse or neglect.

**34. Negligence of duty.** "Neglect" means "to be remiss in attending to or to fail to do." If an employee has been amiss in attending to or has failed to do the duties of his or her job, he or she obviously will have violated a standard of behavior which RCL has a right to expect. **Neglecting to carryout assigned responsibility or failing to complete or do some particular task will result in disciplinary action up to and including discharge.**

**Dereliction of duty** generally refers to a failure to conform to rules of one's job, which will vary by tasks involved. It is a failure or refusal to perform assigned duties in a satisfactory manner. Dereliction of duty on the part of an employee may be cause for disciplinary action up to and including discharge. It may refer to a failure by an employee to abide by the standing rules and procedures perform the duties of the position appointed to.

## **SECTION 5—PROCEDURE**

### **A. Employee responsibilities:**

As soon as an employee or volunteer becomes aware of, or suspects neglect or abuse (or a situation that presents an opportunity for an incident of neglect or abuse), they should:

- I.** Immediately take action to protect, comfort, and assure treatment for the consumer as necessary.
- II.** Immediately notify the designated supervisor of the apparent serious injury.
- III.** Report the incident on CMH/DHS INCIDENT, ACCIDENT, ILLNESS, DEATH OR FIRE REPORT, in including any indication that abuse or neglect may have been involved; and to give the designated supervisor as soon as possible, but never later than, the end of the shift during which the incident occurred.
- IV.** Employee(s) shall be available following all reported incidents to answer any questions by Royal Care Link, LLC, supervisory staff, CMH officials, Bureau of Regulatory Services investigations, local police, and any other person who may be investigating the complaint.

**B. Supervisory Responsibilities:**

**I.** Immediately contact the Director of Operations, **Simba Chiduma: 517-455-8300 or Edward Mazhangara: (Director) 517- 980-3067 or Office number 517-203-5807.**

**II. Ensure that notification is done as follows:**

1. Client parent and/or guardian-must be notified at the time of the incident by telephone
2. DHS licensing consultant-a telephone call must be made to the appropriate consultant immediately. If the consultant is not immediately available, a voice mail message should be left, briefly outlining the incident, the action taken, and the proposed follow-up. The message should also include a return telephone number.
3. CMH Case Manager-a telephone call must be made to the appropriate consultant immediately. If the case manager is not immediately available, a voice mail message should be left, briefly outlining the incident, the action taken, and the proposed follow-up. The message should also include a return telephone number.
4. CMH Residential Services Supervisor-a telephone call must be made to the appropriate residential supervisor. If the supervisor is not immediately available, a voice mail message should be left, briefly outlining the incident, the action taken, and the proposed follow-up. The message should also include a return telephone number.
5. CMH Office of Recipient Rights-The CEICMH Office of Recipient Rights must be contacted immediately. A verbal report should be given to whatever worker is immediately available to take the call. The worker must be advised that a written report, completed by the employee, will be following the call.
6. Local Police Department-If the occurrence of abuse and neglect violates civil rights law, the police department must be contacted. Staff involved in the incident should take this action. The police will come to the home and complete a report. The complaint number will be obtained by the staff on duty at the time of the visit. The Executive Director or designated representative will obtain a copy of the written complaint and subsequent investigation and will distribute to all parties involved.
7. Hospital/Physician- If the consumer involved receives medical treatment, a Medical Visit Form must be completed by the treating physician. Copies of physician's orders shall be distributed as indicated; with additional machine copies made for DHS consultant, and the Office of Recipient Rights.

The Director of Operations will prepare a summary of the incident following receipt of all materials from employees, police, physicians, etc. Copies will be forwarded to all parties involved within 48 hours of the incident.

Violation of any of the above guidelines may result in disciplinary action, up to and including discharge. If necessary, Royal Care Link, LLC will advise legal officials of any illegal violations.

### **C. CHANGE OF ADDRESS AND OTHER PERSONAL INFORMATION**

Royal Care Link, LLC is required to maintain personnel records and files on each employee with information relevant to his or her employment. To ensure that you receive the benefits to which you are entitled, you are responsible for promptly notifying the Royal Care Link, LLC's Accounting and Payroll Offices whenever there is a change in the following:

- address
- telephone number
- person(s) to notify in case of emergency
- name changes
- marital status
- number of dependents (for beneficiary and tax purposes)

### **D. PERFORMANCE REVIEWS**

Your performance may, in the sole discretion of Royal Care Link, LLC, be formally evaluated on an annual or other periodic basis. Such reviews may be conducted to assist you in improving your job performance or to provide a measurement of your contribution to Royal Care Link, LLC and the achievement of its objectives, as well as to assess your readiness for advancement and other career development opportunities.

Performance reviews, whenever given and for whatever reasons, are not intended, and should not be construed, in any way whatsoever to promote or instill an expectation of an employment relationship other than "at will" at all times.

### **E. ALCOHOL AND DRUG-FREE WORK PLACE POLICY**

It is the policy of Royal Care Link, LLC not to employ persons who use or traffic in illegal drugs or who abuse prescription drugs or alcohol. It is a violation of this Royal Care Link, LLC's position on drugs and alcohol for an employee to

1. operate any employer-owned or customer-owned vehicle while under the influence of drugs or alcohol,
2. be in possession of illegal drugs or alcohol while on the premises or on duty,
3. sell or distribute illegal drugs *on or off* the job, or
4. work while under the influence of drugs or alcohol or with illegal drugs in one's system.

Employees are expected and required to report to work on time and in appropriate mental and physical condition for work. **Royal Care Link, LLC reserves the right to test employees for drug or alcohol impairment on a random basis or based on a reasonable suspicion that an employee is impaired.** Violations of this policy will result in appropriate discipline, up to and including discharge.

#### **F. PHYSICAL EXAMINATIONS**

Royal Care Link, LLC also reserves the right to require employees to take physical examinations for various safety and health-related reasons. Any such required examination will be paid for by the Royal Care Link, LLC.

### **SECTION 6—LEAVES OF ABSENCE**

#### **A. FAMILY AND MEDICAL LEAVES OF ABSENCE**

Royal Care Link, LLC will comply with the federal Family and Medical Leave Act of 1993 (FMLA) regarding requests for unpaid leaves of absence that are submitted by eligible employees under the act. Such leaves of absence will be subject to the following:

1. Any employee on a leave under FMLA will not accrue length of service or employment benefits during the period of the leave.
2. Employees must make requests for leaves of absences under the FMLA to the Director or the payroll administrator, in writing, at least 30 days before the date that the leave is to commence.
3. If a leave under the FMLA is for planned medical treatment of the employee or a member of the employee's immediate family, the employee must attempt to schedule the treatment so that Royal Care Link, LLC's business operation is not unduly disrupted.
4. Royal Care Link, LLC may require employees requesting a FMLA leave to provide medical certification supporting the need for a leave due to a serious health condition affecting the employee or an immediate family member of the employee.

5. Royal Care Link, LLC may require that any employee on a FMLA leave must submit to other medical examinations for subsequent medical opinions and periodic recertification at the Royal Care Link, LLC's expense.
6. Royal Care Link, LLC may require that employees on a leave of absence under the FMLA must provide periodic reports regarding the employee's leave status and intent to return to work.
7. FMLA leaves will be granted on a rolling 12-month basis rather than a calendar-year basis.
8. Employees may be required to use available vacation or paid sick/personal days as part of an unpaid FMLA leave.

Employees are encouraged to contact **Simbarashe Chiduma, Royal Care Link LLC Operations Director** if additional information is needed or desired.

## **B. MILITARY LEAVES OF ABSENCE**

The following military leaves of absences are available for eligible employees:

1. **Military Reserve Training.** Military leave, without pay, will be granted to all employees in the active reserve, in accordance with state or federal law. A copy of military orders must be presented to Royal Care Link, LLC. On returning to work, the entire period of the leave, but not more than 90 days unless involuntarily extended, will be computed in determining length of service or seniority.
2. **Active Military Service.** Employees who enter into active military service, either through enlistment or draft, will be granted a leave of absence, *without pay*, in accordance with prevailing state or federal law. The leave will be for the term of the initial enlistment, unless the additional service is involuntary. Also, the entire period of the leave will be included in computing length of service or seniority, provided the employee applies for reemployment within the period specified in the leave.

## **SECTION 7—CONCLUSION**

This Employee Handbook has been written in a general way to cover what Royal Care Link, LLC considers the most important aspects of Royal Care Link, LLC’s personnel policies and procedures. You are encouraged to contact your supervisor or Royal Care Link, LLC if you would like to have more detailed information about how these policies and procedures may apply to you.

The policies and procedures in the Employee Handbook do not modify the “at-will” employment relationship between you and Royal Care Link, LLC, as provided in Section 2A. Royal Care Link, LLC believes and hopes that the contents of this Employee Handbook represent the basis for a satisfying and productive relationship between you and Royal Care Link, LLC. With this in mind, we are interested in what you think of it. Please feel free to make your views and suggestions known to your supervisor and other Royal Care Link, LLC management representatives.



**EMPLOYEE STATEMENT OF ACKNOWLEDGMENT**

I understand that the Royal Care Link, LLC Employee Handbook is a guideline to which I may refer if I have questions about my job and career at Royal Care Link, LLC. I understand that the information and statements contained in the Employee Handbook are presented as a matter of information only, and none of the information or statements contained in it is intended to create or be construed to constitute a contract for employment for any specified period of time between Royal Care Link, LLC and me. I further understand that the Employee Handbook will be reviewed periodically by Royal Care Link, LLC, and that Royal Care Link, LLC reserves the right, in its sole discretion, to alter, amend, modify, interpret, or terminate any benefits, provisions, policies, or procedures of Royal Care Link, LLC, including those contained in the Employee Handbook or Rules of Conduct, at any time if it so chooses.

I acknowledge and understand that no one except Royal Care Link, LLC can alter or change, verbally or otherwise, any of the provisions contained in the Employee Handbook, and that any changes to this Employee Handbook can only be made by Royal Care Link, LLC in writing. I further understand and agree that the Employee Handbook supersedes all prior representations or statements, oral or written, made to me about my employment.

In further consideration of my employment, I agree to conform to the rules and regulations of Royal Care Link, LLC, and I also agree that my employment and compensation may be terminated, with or without cause and with or without notice, at any time, at the option of Royal Care Link, LLC or myself. I understand that no employee, supervisor, or other representative of Royal Care Link, LLC, other than Royal Care Link, LLC, has any authority to enter into any employment agreement for any specified period of time, and no one, including Royal Care Link, LLC, may make any agreement contrary to the provisions contained in this Employee Handbook, unless Royal Care Link, LLC makes such an agreement in writing directed to me personally. I further acknowledge that no one has made any representations or statements to the contrary to me, either oral or written, and I acknowledge and understand that no one has the authority to make such representations or statements to the contrary in the future.

I have received and read the Employee Handbook of Royal Care Link, LLC as well as the Rules of Conduct, and I understand their contents and agree to abide by the policies stated there.

Dated: \_\_\_\_\_

/s/ \_\_\_\_\_

Employee's signature

**Produced November 2014**

**Note: This policy supersedes all prior policies, oral or written.**