

# Employee Handbook



**Brevard  
C.A.R.E.S.**

## DISCLAIMER OF EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT

THIS EMPLOYEE HANDBOOK IS PROVIDED AS A GUIDE AND DOES NOT CREATE EITHER AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT OF ANY SPECIFIC DURATION.

I UNDERSTAND THAT EMPLOYMENT AT-WILL MEANS THAT EITHER THE COMPANY OR I HAVE THE RIGHT TO TERMINATE MY EMPLOYMENT AT ANY TIME AND FOR ANY REASON NOT OTHERWISE PROHIBITED BY LAW.

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EMPLOYEE SIGNATURE

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DATE

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NAME PRINTED

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## INTRODUCTION

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This handbook was developed to provide you with guidelines to our company policies and to outline programs and benefits available to you. You should familiarize yourself with the contents as soon as possible so you will know what is expected of you and what you can expect from our organization.

This Employee Handbook replaces all previous Brevard C.A.R.E.S. ("C.A.R.E.S.") handbooks, policies and memoranda. Failure to follow any of the policies in this handbook may result in disciplinary action, up to and including termination of employment.

Employees should not that Brevard C.A.R.E.S. has additional policies and procedures, as dictated by applicable regulatory guidelines, which further outline the application of many of the policies contained in the Employee Handbook. Please refer to and follow these Brevard C.A.R.E.S. policies and procedures in tandem with the Employee Handbook. The additional policies and procedures are listed on the Company website. Employees must sign an acknowledgement of receipt of all above-referenced policies and procedures.

Brevard C.A.R.E.S. and Insperity are in a co-employment work relationship. This means that Brevard C.A.R.E.S. handles the day-to-day activities related to its core business. Insperity handles the administrative responsibilities such as payroll processing and benefits, and supports the company in many human resources issues.

You should have already signed an Employment Agreement outlining your employment relationship with Insperity. Contact your supervisor or an Insperity payroll or human resource specialist if you have any questions.

We hope that your experience with us will be challenging, enjoyable and rewarding.

# EMPLOYMENT

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## AT-WILL EMPLOYMENT

Your employment with Brevard C.A.R.E.S. is at-will which means that you or Brevard C.A.R.E.S. may terminate your employment at any time for any lawful reason unless a written employment agreement exists with Brevard Family Partnership that provides otherwise. Your employment with Insperity is at-will regardless of whether you have a written employment agreement with Brevard C.A.R.E.S.

Brevard C.A.R.E.S. as the right to transfer, demote, or otherwise discipline an employee at any time for any lawful reason. Insperity does not have the authority to change your at-will status with Brevard C.A.R.E.S., enter into any agreement for employment for any specified period or make any promises or commitments to the contrary. Likewise, Brevard C.A.R.E.S. does not have the authority to change your at-will status with Insperity, enter into any agreements on behalf of Insperity for employment for any specified period or make any promises or commitments to the contrary. Brevard C.A.R.E.S. however, maintains the ability to enter into employment agreements, independent of Insperity, which is not binding on Insperity and does not alter the at-will nature of your employment with Insperity. For an employment agreement with Brevard C.A.R.E.S. to be considered valid, it must be signed by the Chief Executive Officer.

This handbook is not a contract guaranteeing employment for any specified duration. As provided in the Handbook Acknowledgement, nothing in this handbook creates or is intended to create a promise or representation of continued employment. This handbook replaces any and all prior handbooks, written documents (with the exception of authorized employment agreements) or oral or implied representations that might otherwise contradict the at-will nature of your employment.

## ACCOMMODATION OF DISABILITIES

Brevard C.A.R.E.S. is committed to making every reasonable effort to accommodate an employee's disability. An accommodation may be provided as long as the employee can perform the essential duties of the job, and it does not create an undue hardship for the company. A reasonable accommodation may include changes in the work environment or in the way a job is performed, so a person with a disability may enjoy equal employment opportunities.

Under this policy, if you are pregnant and request a reasonable accommodation for the duration of or any part of your pregnancy, we will explore all possible means of providing the reasonable accommodation including, but not limited to, the following:

- More frequent or longer bathroom breaks;
- Breaks for increased water intake;
- Breaks for periodic rest;
- Seating;
- Assistance with manual labor;
- Light duty;
- Temporary transfer to a less strenuous or hazardous position;

- Acquisition or modification of equipment;
- Changing the employee's job duties;
- Changing the employee's work hours;
- Relocating the employee's work area; or
- Providing leave necessitated by pregnancy, childbirth, or medical or common conditions relating to pregnancy or childbirth.

Accommodations depend upon the employee's job qualifications and the specific facts and circumstances of each individual situation.

Please inform your supervisor if you require an accommodation, so the company can have an interactive discussion with you. Your supervisor will work with the Human Resources Manager to determine if there is a need for an adjustment or change at work to accommodate your disability.

## **BACKGROUND SCREENING**

Brevard C.A.R.E.S. is an E-Verify employer and follows the requirements of this federal program. All employees of Brevard C.A.R.E.S. are required to complete criminal history background screenings as a condition of employment and continued employment. These include, but are not limited to, statewide criminal records checks through the Florida Bureau of Investigation of Law Enforcement (FDLE), federal criminal records checks through the Federal Bureau of Investigation, local criminal records checks through local law enforcement agencies, motor vehicle checks and employment history checks. Background checks examine whether or not employees have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense prohibited under any provisions of the Florida Statutes or under any similar statute of another jurisdiction. Criminal records, however, may not prevent an applicant from being employed with Brevard C.A.R.E.S. Each record is looked at on its own merit and in compliance with the requirements of the State contract. All background checks will be completed by the Human Resources Department.

Brevard C.A.R.E.S. will conduct re-screens after an employee has been employed for five (5) years and then every five (5) years thereafter, unless prohibited by law. Continued employment is dependent upon consent to and the results of the background checks that are conducted through the Department of Children and Families clearinghouse through the Agency for Healthcare Association portal.

*See Brevard C.A.R.E.S.'s additional policy and procedures.*

## **COMPANY PROPERTY INSPECTION**

In an effort to maintain the safety and welfare of employees and visitors, Brevard C.A.R.E.S. may conduct searches or inspections on reasonable suspicion that a company policy was violated. Areas which may be searched include, but are not limited to, employee's work area, desks and any other property located on the company premises or worksites. Entry on company premises or worksites constitutes consent for the company to conduct a search or inspection when there is a reasonable suspicion that a company policy was violated.

## **CHANGE IN POLICY**

The company may change, revoke, or supplement the policies in this handbook at any time without notice. The company will determine the effective date of any changes and every effort will be made to notify you in advance. However, failure to give advance notice will not void any policy's application in the workplace.

Supervisors do not have the authority to change the policies in this handbook on their own. If you are uncertain about any policy or procedure, please contact your supervisor for clarification.

## **EMPLOYMENT REFERENCES**

All employment verification or reference requests, on current or former employees, are to be referred to Insperty through the Employment Verification Group at 800.242.8893, ext. 3796. Insperty will normally only release your last job title and dates of employment, unless you have authorized, in writing, certain additional information to be provided.

*See Brevard C.A.R.E.S.'s addition policy and procedures.*

## **EQUAL EMPLOYMENT OPPORTUNITY**

Brevard C.A.R.E.S. and Insperty provide equal employment opportunities to all employees and applicants in all company facilities without regard to race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner or civil union status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information, or sexual orientation in accordance with applicable federal, state and local laws.

This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

## **PERSONNEL FILES**

Brevard C.A.R.E.S. and Insperty each maintain a personnel file on each employee. Contact your Human Resources Manager to request a review of your company personnel file, or contact your Insperty payroll specialist to view your Insperty personnel file.

To ensure that your personnel file is up-to-date at all times, notify the Brevard C.A.R.E.S.'s Human Resources Department and your Insperty payroll specialist of any changes to your name, telephone number, home address, withholding instructions, number of dependents, beneficiary designations, or the individuals to notify in case of an emergency.

Additionally, please complete and forward an Employee Change of Personal Information form to the Brevard C.A.R.E.S.'s Human Resources Department and your Insperty payroll specialist or you may update your file through the Insperty Premier<sup>SM</sup> at <https://passport.insperty.com>.

Assistance may also be provided through the Insperity Contact Center at 866-715-3552, 8:00AM to 8:00PM, eastern, Monday through Friday.

## **ORIENTATION PERIOD**

The orientation period is intended to provide new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. Brevard C.A.R.E.S. uses this period to evaluate employee's capabilities, work habits and overall performance. It is also a time to get to know your co-workers, your supervisor, company culture and the tasks involved in your position, as well as to become familiar with Brevard C.A.R.E.S.'s programs and services. Your supervisor or another designated employee will work with you to help you understand the needs and processes of your job.

All new and rehired employees work on an introductory basis for the first 90 calendar days after their date of hire. Employees who are promoted or transferred within the company must complete an additional orientation period of the same length with each reassignment to a new position. Any significant absence will automatically extend an orientation period by the length of the absence. If the company determines that the designated orientation period does not allow sufficient time to thoroughly evaluate the employee's performance, the orientation period may be extended for a specified period.

This orientation period does not affect the employment status of an employee being "at-will", meaning that the employment relationship may be terminated at any time and for any non-discriminatory reason by either party.

During the orientation period, employees are eligible for benefits required by law or as stipulated in specific plan documents.

## EMPLOYEE CONDUCT

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### **ABSENTEEISM AND TARDINESS**

Regular attendance is important to the smooth operation of Brevard C.A.R.E.S. If you are late or absent, it places a burden on other employees and may impact productivity, customer satisfaction and team morale.

You are expected to be reliable and punctual by reporting to work on time and as scheduled. If you know that you will be absent or late arriving for work, notify your supervisor directly as soon as possible. In most circumstances, you should notify your supervisor within the first 30 minutes of your work shift each day of your absence and each additional day of your absence, unless you have been granted a leave of absence. In the event of a sickness or accident while performing your duties, notify your supervisor immediately.

“Proper notice” means you call and personally notify your supervisor or designee about the problem, unless a verifiable emergency makes it impossible for you to do so. It is not sufficient to call and leave a message, text, or e-mail, nor is it acceptable to speak with a co-worker or someone else who is not in a supervisory position. If you must leave a voicemail, it is the employee’s responsibility to follow up and make every attempt to speak with your supervisor or designee.

If you are absent for three or more consecutive workdays due to personal illness, you may be required to provide a statement from your healthcare provider, unless state or local law provides otherwise, before you will be permitted to return to work. Failure to properly report your absences may be considered a voluntary resignation of your position.

### **ANTI-HARASSMENT**

Brevard C.A.R.E.S. and Insperity are committed to a work environment in which all individuals are treated with respect and dignity and are free from all forms of harassment and discrimination. Any form of harassment, even when not unlawful or directed at a protected category, is prohibited and will not be tolerated. All employees, including supervisors, co-workers, vendors, contractors, customers or other third parties, are expected to adhere to this policy.

Reported or suspected occurrences of harassment or discrimination will be promptly and thoroughly investigated. Following an investigation, Brevard C.A.R.E.S. and Insperity will promptly take any necessary and appropriate disciplinary action.

Brevard C.A.R.E.S. and Insperity will not permit or condone any acts of retaliation against anyone who files or cooperates in the investigation of harassment or discrimination complaints.

1. The term “harassment” includes harassment based on any category protected by federal, state or local law, which may include, but is not limited to, unwelcome slurs, jokes, or verbal, graphic or physical conduct relating to an individual’s race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner or civil union status, familial status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information, or sexual orientation.
2. Sexual harassment consists of unwelcome sexual advances, request for sexual favors, or other verbal or physical conduct of a sexual nature where:
  - a. Submission to such conduct is an explicit or implicit term or condition of employment;
  - b. Employment decisions are based on an employee’s submission to or rejection of such conduct; or
  - c. Such conduct unreasonably interferes with an individual’s work performance or creates an intimidating, hostile or offensive working environment.

### ***Complaint Procedure***

Brevard C.A.R.E.S. and Insperity provide you with a convenient and reliable method for reporting incidents of alleged harassment, including sexual harassment, and discrimination. Any employee who feels harassed or discriminated against is encouraged to immediately inform the alleged offender that the behavior is unwelcome. In many instances, the person is unaware his or her conduct is offensive and this action alone may often resolve the problem. If the information discussion with the alleged offender is unsuccessful in remedying the problem, or if you do not feel comfortable with such an approach, you should immediately report the conduct to your immediate supervisor, manager, or company owner and the Insperity Anti-Harassment Hotline number at 844-677-3030. We cannot resolve a harassment or discrimination problem, unless we know about it. Therefore, it is your responsibility to bring those kinds of problems to our attention so we can take the necessary steps to correct any problems. The report should include all facts available to you regarding the alleged harassment, sexual harassment, or discrimination.

When you call the Insperity Anti-Harassment Hotline, please be sure to leave your name, Insperity employee identification number or the last four digits of your social security number, and the name of the client company for which you work. If you wish to make an anonymous complaint, you may do so. However, the scope of our investigation may be limited based on the information you provide.

### ***Confidentiality***

All reports of alleged harassment, sexual harassment, or discrimination will be treated seriously. Confidentiality will be maintained to the extent possible. However, to conduct a thorough investigation, certain information may need to be disclosed to other individuals, including the alleged offender. Consequently, absolute confidentiality cannot be promised and cannot be guaranteed.

### ***Investigative Procedure***

Once a complaint of alleged harassment, sexual harassment, or discrimination is received, we will begin a prompt and thorough investigation. The investigation may include interviews with all involved employees, including the alleged harasser, and any employees who are aware of facts or incidents alleged to have occurred.

Following an investigation, Brevard C.A.R.E.S. and Insperity will promptly take any necessary and appropriate disciplinary action. Disciplinary action will be taken if the investigation reveals that an employee has acted in a manner that is not in alignment with the goals of this policy. Brevard C.A.R.E.S. and Insperity may address any workplace issue discovered during an investigation. This may include some or all of the following steps:

1. Restore any lost terms, conditions, or benefits of employment to the complaining employee;
2. Discipline the alleged harasser. This discipline may include written disciplinary warnings, transfer, demotion, suspension and/or termination of employment.

If the alleged harassment, sexual harassment, or discrimination is from a vendor, contractor, customer or other third party, Brevard C.A.R.E.S. and Insperity will take appropriate action to stop the conduct.

If you have made a complaint but feel that the action taken in response has not remedied the situation, you should make an additional complaint following the complaint procedure outlined in this policy.

### ***Duties of Employees and Supervisors***

All employees of the company, both management and non-management, are responsible for assuring that the workplace is free of harassment, sexual harassment, and discrimination is maintained. Any employee may file a complaint regarding incidents experienced personally or incidents observed in the workplace. The company strives to maintain a pleasant work environment where all employees are able to effectively perform their work without interference of any type and requests the assistance of all employees in this effort.

All managers and supervisors are responsible for doing all they can to prevent and discourage harassment, sexual harassment, and discrimination from occurring. If a complaint of harassment, sexual harassment, or discrimination is raised, the individual to whom the complaint is made (i.e., supervisor, manager, company owner) should act promptly to notify the Insperity Anti-Harassment Hotline number so an investigation may promptly proceed. The company and Insperity may discipline any managers or supervisors who fail to follow this policy, which discipline, may include termination.

## **APPEARANCE**

All employees are to exercise sound business judgment with regard to grooming, neatness, and personal hygiene when reporting for work and engaging in work-related activities. You are expected to dress in a manner that is consistent with both the workplace and the type of work you perform.

Some individuals may have sensitivity or allergic reactions to perfumes, colognes, powders and lotions. If you use these items, use them in moderation and with consideration for those around you.

Brevard C.A.R.E.S. will consider reasonable accommodations to appearance standards for medical and/or religious reasons. Contact your supervisor if you have a request for an accommodation in this area.

## **CONFLICT OF INTEREST**

In all situations, you are expected to conduct your activities with integrity, ethically and in accordance with applicable laws and regulations. Employees should not engage in any work activity, practice or conduct which is or appears to be a conflict of interest for the company, its customers, suppliers, contractors, competitors or any person doing or seeking to do business with Brevard C.A.R.E.S., as described below.

You are to act in the best interests of the company, regardless of personal preference, and must not create the perception of personal advantage. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative (related by blood or marriage, or similar relationship).

The mere existence of a relationship with outside firms does not necessarily create a conflict of interest. However, if you have any influence on transactions involving purchases, contracts or leases, you must disclose the existence of the relationship to your supervisor as soon as possible.

Employees can accept occasional unsolicited courtesy gifts and favors (such as business lunches, tickets to sporting events or cultural events, holiday baskets, flowers, etc.) so long as the gifts or favors have a market value under \$25, are customary in the industry, and do not influence or appear to influence the judgment of conduct of the employee. Please discuss any exceptions to this amount with your supervisor.

Contact your supervisor for guidance as needed.

## **COMPLAINT RESOLUTION PROCEDURE**

Brevard C.A.R.E.S. is committed to providing a comfortable and productive work environment for employees. It is important that your concerns are resolved in a timely manner in an atmosphere of open communication and mutual respect. You are encouraged to follow the process below for bringing concerns to management for resolution. Employees will not be penalized for taking advantage of this procedure.

First, you are encouraged to discuss the problem with your immediate supervisor. If you do not believe a discussion with your supervisor is appropriate or your problem is not resolved after discussion with your supervisor, you may request a meeting with someone within the Human Resource Department or a member of executive management at Brevard C.A.R.E.S. In an effort to resolve the problem, the facts will be considered and an investigation may be conducted.

Additionally, the Anti-Harassment Policy in this handbook outlines procedures for employees to report complaints of harassment and discrimination.

## **DRUG-FREE WORKPLACE**

Brevard C.A.R.E.S. is committed to protecting the safety, health and well-being of all employees, customers, clients, and vendors in our workplace. "Workplace" includes company property, any company-sponsored activity or any other site where you are performing work or representing the company.

The term "drug" as used in this policy includes alcoholic beverages and prescription drugs, as well as illegal inhalants and illegal drugs and/or controlled substances including, but not limited to, marijuana, opiates (e.g., heroin, morphine), cocaine, phencyclidine (PCP), and amphetamines.

All employees are expected to contribute to maintaining a drug-free workplace. Prohibited activities under this policy include the possession, use, sale, attempted sale, distribution, manufacture, purchase, attempted purchase, transfer or cultivation of drugs in the workplace. Employees are also prohibited from being at the workplace with a detectable amount of drugs in their system. However, the use and/or possession of prescription drugs, when taken as directed and obtained with a valid prescription under federal law, is not a violation of this policy.

As a condition of continued employment, all employees must comply with this policy. An employee who engages in an activity prohibited by this policy shall be subject to disciplinary action, up to and including termination of employment.

Contact the Employee Assistance Program (EAP) for information about the availability of treatment programs such as assistance provided by Insperity's health care plan coverage or drug and alcohol abuse rehabilitation and education programs.

*This policy is not intended to replace or otherwise alter applicable U.S. Department of Transportation obligations or any other federal, state or local agency drug testing regulations related to a particular industry.*

## **EMPLOYEE SAFETY AND HEALTH**

Our employees are our most valuable resource, and their safety is most important to us. You are expected to report all job-related injuries and illnesses to your supervisor immediately, regardless of severity. You are also expected to:

- Obey safety rules.
- Follow safe job procedures and not take shortcuts.
- Keep work areas clean and free from slipping or tripping hazards.
- Use prescribed personal protective equipment.
- Report all safety hazards or malfunctions to a supervisor immediately.
- Use care and proper technique when lifting and carrying objects.
- Observe restricted areas and all warning signs.
- Know and follow emergency procedures.
- Report unsafe conditions to supervisors.
- Report every accident and injury to a supervisor promptly.
- Follow the care prescribed by the attending physician when treated for an injury or illness.
- Attend all employee safety meetings.
- Cooperate fully in accident investigations; serve on safety committee or other loss control activities as needed.

If you have reported a safety issue to your supervisor and you feel that the issue has not been appropriately addressed, you should report the issue to Human Resources.

To maintain a safe and healthy workplace, both management and employees must work diligently to promote safety.

## **ETHICS**

Employees are expected to act ethically, honestly and with the highest standard of personal integrity at all times in the performance of their job responsibilities. Employees must comply fully with federal, state, and local laws and regulations governing our operations and must conduct their business affairs according to the highest legal and ethical standards. Violations of this policy may subject an employee to discipline, up to and including immediate termination.

You are to report any actual or potential violations of applicable laws or regulations and any unethical, dishonest or improper conduct to your supervisor, someone within the Human Resource Department or a member of the executive management at Brevard C.A.R.E.S. and in tandem follow the Brevard C.A.R.E.S. Whistleblower policy and procedure. If you are uncertain as to the applicability of a law or this policy to your work, you are responsible for seeking guidance from your supervisor, someone within the Human Resource Department or a member of the executive management at Brevard C.A.R.E.S. No reprisal or detrimental action of any kind shall be taken against an employee who reports a violation of this policy.

## **GUIDELINES FOR APPROPRIATE CONDUCT**

In order to conduct the operations of Brevard C.A.R.E.S. efficiently and professionally, all employees are to follow the rules of conduct that will protect the interests and safety of all employees and the company. All employees are expected to act in a professional manner with customers, and the general public.

Although it is not possible to list all forms of inappropriate behavior and conduct, the following are examples that are considered inappropriate and may result in disciplinary action up to and including termination of employment:

- Falsifying employment or other company documents;
- Violating the Anti-Harassment policy;
- Violating certain state, federal or local laws and regulations;
- Violating the company's requirements regarding automobile insurance liability limits, vehicle registration and maintaining a valid driver's license;
- Failure to promptly notify the company as required under The Affidavit of Good Moral Character and related statutes;
- Violating Security Awareness Agreement and/or accessing/sharing client information without a specific job reason to do so;
- Violation of the HIPPA requirements regarding employees and/or clients;
- Violating security or safety rules or failing to observe safety rules or safety practices; failing to wear required safety equipment; tampering with equipment or safety equipment;
- Soliciting gratuities from customers or clients;
- Displaying excessive or unexcused absenteeism or tardiness;
- Possessing firearms, weapons or explosives on company property without authorization, in violation of policy or while on duty;
- Using the company's property and supplies, particularly for personal purposes in an excessive, unnecessary or unauthorized way;
- Negligent damage of property;
- Violating the Violence in the Workplace policy;
- Violating the Drug-Free Workplace policy;
- Committing theft or unauthorized possession of company property or the property of fellow employees; possessing or removing any company property, including documents, from the premises without prior permission from management; using company equipment or property for personal reasons without proper authorization; using company equipment for profit;
- Giving confidential or proprietary information to competitors; working for a competing business while an employee of the company; breaking confidentiality of information such as, Social Security Numbers, including any part of Social Security Numbers. Personal information also includes driver's license numbers, state-issued identification card numbers, date of birth, credit or debit or other account numbers, passport numbers, alien registration numbers or health insurance identification numbers;
- Engaging in abusive conduct, or bullying, such as using obscene, abusive or threatening language or gestures or other verbal or physical conduct a reasonable person would find threatening, intimidating, or humiliating;

- Soliciting, selling, or collecting funds for any purpose while on working time (not including meals and authorized breaks); employees who are not on working time shall not interfere with the work of employees who are on working time.

Where appropriate, supervisors will follow a process of progressive employee discipline. Before or during application of any discipline, employees may be given an opportunity to relate their version of the incident or problem and provide an explanation. Examples of progressive employee discipline include:

- Verbal Counseling – a conversation with an employee explaining that the employee’s conduct or poor performance is unacceptable, and repeated or continued unacceptable conduct or performance will result in more severe disciplinary action. A record of the notice of the verbal counseling may be made and retained in the employee’s personnel file.
- Written Counseling – a written document or memo that describes the unacceptable conduct or performance of the employee and specifies needed changes or improvements. A copy of the written counseling generally will be retained in the employee’s personnel file.
- Termination – if an employee fails to follow acceptable conduct or performance standards, the company may terminate the employee’s employment.

Depending on the specific circumstances, the company may suspend or terminate an employee without prior discipline, or without following a particular order of discipline.

## **INTERNET CODE OF CONDUCT**

Access to the internet has been provided to employees primarily for the benefit of the organization. The following guidelines have been established for using the Internet.

### ***Acceptable Use of the Internet***

You should use the internet in an effective, ethical and lawful manner. You may use the Instant Messaging Systems and Internet Forums primarily to conduct official company business or to gain technical or analytical advice. Databases may be accessed for information as needed.

### ***Unacceptable Use of the Internet***

You should not use the internet during working time for non-productive reasons. Nonworking time includes the time before and after your scheduled shift, and the time when you are on a rest or lunch break. Use of the internet while on company time must not interfere with your productivity or disrupt the operations of the company network or the network of other users.

### ***Communications***

You are responsible for the content of all text, audio or images that you place or send over the internet including, but not limited to, any Web-based sites or programs utilized through the company. Employees should avoid posting statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, and threatening or intimidating; that disparage clients, or vendors; or that might constitute harassment or bullying. Examples of this conduct might include offensive 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.

Except to the extent that you are discussing your wages, hours or terms and conditions of employment, the following guidelines apply: all messages communicated on the internet should have your name attached to them if they mention or refer to Brevard C.A.R.E.S. in any way. No messages regarding or relating to the company are to be transmitted under an assumed name. Employees may not transmit messages or other communication by means that either mask or hide their identity or indicate that they are sent by someone else if it contains information regarding the company's business.

### ***Software and Copyright Issues***

Brevard C.A.R.E.S. intends to prevent computer viruses and unauthorized use of copyrighted materials belonging to entities other than the company. You should obtain prior approval before downloading any software. Users are not permitted to copy, transfer, rename, add or delete information or programs belonging to other users unless given express permission to do so by the owner. Failure to observe copyright or license agreements may result in disciplinary action from the company, up to and including immediate termination or legal action by the copyright owner.

### ***Confidentiality and Passwords***

While our systems may accommodate the use of passwords for company security, you should not expect confidentiality of your files at work. Brevard C.A.R.E.S. reserves the right to access your internet use and messages at any time, without notice.

Never disclose personal or system passwords to anyone other than authorized company representatives. You are not to attempt to gain access to another employee's system, including email or voice mail messages.

### ***Security***

All messages created, sent or retrieved over the internet are the property of the company and are not private. The company may access and monitor all messages and files on the computer system at any time. All communications, including text and images, can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.

### ***Harassment***

Harassment of any kind is prohibited. Messages with derogatory or inflammatory remarks about an individual or group's race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner or civil union status, gender (including sex stereotyping and gender identity or expression), medical condition (including but not limited to, cancer related or HIV/AIDS related), genetic information or sexual orientation will not be permitted.

### ***Violations***

Violations of any guidelines listed in this policy may result in disciplinary action, up to and including immediate termination. If necessary, the company will advise appropriate legal officials of any illegal violations.

## **OUTSIDE EMPLOYMENT**

You may hold outside employment so long as you meet the performance standards of your job with Brevard C.A.R.E.S. You will be evaluated by the same performance standards and will be subject to scheduling demands, regardless of any existing outside work requirements.

Any outside employment that appears to conflict with or compromises the interests of the company is not permitted. Employees also may not receive any income or material gain from individuals outside the company for materials produced or services rendered while performing their jobs with the company.

## **PERSONAL PHONE CALLS AND PERSONAL BUSINESS**

During working time, you are requested to keep personal calls, including personal cell phone calls, to an absolute minimum. No charged calls, other than company business calls, are to be made from company telephones. Telephone records are subject to periodic review by management.

If you need to leave the worksite to conduct personal business, you must first obtain permission from your immediate supervisor. This will allow us to make modifications to the work schedule if necessary and will keep us aware of your availability during the day.

## **ROMANTIC RELATIONSHIPS**

Brevard C.A.R.E.S. strongly believes that an environment where employees maintain clear boundaries between employee personal and business interactions is most effective for conducting business. Romantic relationships may cause misunderstandings, conflicts of interest, complaints of favoritism, negative employee morale, and has the potential for sexual harassment claims if the relationship ends.

All employees are strongly discouraged from becoming romantically involved with co-workers, especially in relationships where employees are in a supervisor/subordinate relationship. Employees are expected to behave in a professional manner in the workplace and must follow the company's policy against unlawful harassment of any kind, including sexual harassment.

An employee who is romantically involved with a supervisor or co-worker should immediately and fully disclose the relevant circumstances to their supervisor or another management member so that a determination can be made as to whether the relationship presents an actual or potential conflict of interest. If so, the company may take appropriate action according to the circumstances, up to and including transfer or termination of employment.

## **SOCIAL MEDIA**

Social media refers to sites including, but not limited to, Facebook, Instagram, LinkedIn, Twitter, YouTube, etc., as well as blog postings. Social media can include written information, photos, drawings, videos, other graphic or audio content, internet message boards, chat rooms, web pages or any similar form of communication.

All employees are expected to follow these guidelines when using social media:

- Maintain the confidentiality of Brevard C.A.R.E.S.'s trade secrets and private, proprietary or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.
- Do not make any reference to the company's clients, partners or customers without their express written consent.
- You are not authorized to represent the company in online communication unless assigned as part of your responsibilities or given express permission in writing by an officer of the company.
- Do not post things such as, discriminatory remarks, harassment and threats of violence, bullying, retaliation or similar inappropriate or unlawful conduct. The company's Equal Employment and Anti-Harassment policies apply to all social media communication.

If you use social media outside of the work environment, we suggest the following guidelines:

- Respect copyright laws and reference or cite sources appropriately. Plagiarism applies online, as well. If you are unsure about whether a message would violate company policy, speak with your manager or supervisor before posting it.
- If Brevard C.A.R.E.S. is a subject of the content you are creating, clearly and conspicuously disclose your relationship with the company and clarify that you are not authorized to make statements on behalf of the company.
- Make sure you are always honest and accurate when posting information or news pertaining to the company. If you make a mistake, correct it quickly. Never post any information or rumors that may be false about the company, co-workers, or customers.

- Do not use Brevard C.A.R.E.S.'s email addresses to register on social networks, blogs or other online tools utilized for personal use. The company requires all employees who participate in such activities to comply with all company guidelines and policies, including, but not limited to the Anti-Harassment policy.

While on work time or while using company-provided equipment, only use social media for work-related activities as authorized by your manager or consistent with the Internet Code of Conduct policy and the Use of Communication Systems policy.

Nothing in this policy or in any other company guideline and/or policy is intended to prohibit any employee from receiving a communication or engaging in activities that are protected by law. Examples include, but are not limited to, communications between employees related to wages, hours and other terms and conditions of employment.

## **SOLICITATIONS AND DISTRIBUTION OF LITERATURE**

Brevard C.A.R.E.S. strives to maintain a proper business environment and prevent unnecessary interference with work.

Therefore, the following guidelines apply throughout the company:

- No employee may, during working time, engage in any solicitation of other employees for any purpose. Working time does not include the employee's meal break or other authorized breaks. No employee who is not on working time may solicit any other employee who is on working time. No employee may distribute non-company materials in working areas of the company at any time. Employees must have management approval to post information on the company's bulletin board.
- Non-employees are prohibited at all times from trespassing, soliciting or distributing literature on company premises.

## **TOBACCO-FREE WORKPLACE**

Brevard C.A.R.E.S. is committed to providing all employees with a safe and healthy work environment. All company premises are smoke-free, unless clearly marked otherwise. Smoking a cigarette, cigar, e-cigarette, or pipe or any other form of tobacco, as well as the chewing of tobacco, is not allowed. For your convenience, designated smoking areas are clearly marked. Employees are expected to use the waste disposal receptacles for smoking products.

## **VIOLENCE IN THE WORKPLACE**

Brevard C.A.R.E.S. and Insperity are committed to providing a safe workplace for employees, customers, vendors, volunteers, independent contractors and others with whom we do business. The company has zero tolerance for violent acts or threats of violence.

You are expected to conduct yourself in a non-threatening, non-abusive manner at all times. Any direct, conditional or veiled threat of harm to any employee, guest or company property will be considered unacceptable behavior. Acts of violence, intimidation or bullying of others will not be tolerated.

All employees share the responsibility in identifying and alleviating threatening or violent behaviors. Anyone who is subjected to or threatened with violence, or who is aware of another individual who has been subjected to or threatened with violence, is to immediately report this information to his/her supervisor, a management member, or Insperity. You must assume that any threat is serious. The company will carefully investigate reports and maintain employee confidentiality to the fullest extent possible.

Brevard C.A.R.E.S. will take disciplinary action, up to and including termination, and/or legal action as appropriate, against any employee who commits or threatens to commit a violent act against any person while on company premises or while engaged in company business off the premises.

## **WEAPONS**

Brevard C.A.R.E.S. strives to provide a safe and secure workplace for employee, clients, customers and visitors. The company has a zero tolerance for, and forbids the possession of any type of weapon, firearm, explosive and/or ammunition while on company property or conducting company business. For purposes of this policy, company property includes, but is not limited to, all company facilities, company-provided vehicles and equipment that are either leased or owned by the company or a company client.

Possession of firearms or other weapons may be cause for discipline, including, but not limited to, immediate termination of employment. In enforcing this policy, Brevard C.A.R.E.S. reserves the right to request inspections of any employee and their personal effects while on company property, to the extent allowable under applicable law. Any employee who refuses to allow an inspection will be subject to the same disciplinary action as having been found in possession of firearms or other weapons.

In the event an employee lawfully possesses a firearm, the employee can store the firearm in the employee's personal vehicle while on company-provided parking areas; however, the firearm must be stored in the employee's locked vehicle, or locked to the vehicle, and hidden from plain view.

Employees share the responsibility of identifying violators of this policy. If you either witness or suspect another individual of violating this policy, you should immediately report this information to their onsite supervisor.

## **WIRELESS COMMUNICATION DEVICE USE GUIDELINES**

### ***Safety Concerns***

The company values its employees and the safety of others, and expects employees to put safety first while driving. Employees are prohibited from using wireless communication devices while driving unless using a hand-free device. Texting (including composing, sending, or reading) while driving is strictly prohibited. You are strongly encouraged to pull off to the side of the road and park the vehicle in a safe location before placing or accepting a call or before reading or writing e-mail or text messages. You should take special care in situations where there is heavy traffic, inclement weather or you are driving in an unfamiliar area.

You are expected to know and follow all local and state laws related to using communication devices while driving. Employees are responsible for all traffic violations and consequences resulting from the use of communication devices while driving.

### ***Use of Camera Phone***

Use of the camera feature on cellular phones or other communication devices presents risks to the company, potentially compromising customer information, trade secrets, or the privacy of others. Use of this feature is banned from restrooms, locker rooms, as well as anywhere confidential processes take place including, but not limited to confidential inventions, discoveries, improvements, formulas, software, apparatus, equipment, methods, trade secrets or research.

## **WORKPLACE ACCIDENTS AND WORKERS' COMPENSATION INSURANCE**

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues, no matter how insignificant an injury may seem at the time of the occurrence, must be reported immediately to your supervisor and/or Human Resources. If you or another employee is seriously injured, contact outside emergency response agencies.

The federal law, Occupational Safety and Health Administration (OSHA) requires that we keep records of all illnesses and accidents, which occur during the workday. Employees are required to report any workplace illness or injury, no matter how slight. OSHA also provides for your right to know about any health hazards that might be present on the job. Should you have any questions or concerns, contact your supervisor or Brevard C.A.R.E.S.'s Human Resources Department and/or Insperity for more information.

Workers' compensation insurance coverage is provided by Insperity's workers' compensation carrier in most states, with the exception of Washington, Wyoming, and North Dakota where coverage is provided by a state fund. Question regarding workers' compensation insurance coverage should be directed to your supervisor or the Insperity Workers' Compensation Department at 800-242-8893, ext. 4244.

## HOURS AND COMPENSATION

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Additional leave of absence policies for the states of Florida, see addendum.

### **ERROR IN PAY**

Brevard C.A.R.E.S. and Insperity make every effort to ensure that you receive the correct amount of pay in each paycheck and that you are paid on the scheduled payday.

You should review your paycheck when received and, if you believe an error has been made, contact your supervisor and Insperity payroll specialist immediately. All necessary steps will be taken to research the problem and to assure that any necessary correction is promptly made.

### **EXEMPT EMPLOYEE REDUCTION OF SALARY**

Exempt employees are paid on a salary basis and, in general, must be paid their full salary for any week they perform work. Their weekly salary may be reduced only in the following circumstances:

- Employees who are absent for at least a full day because of personal reasons, sickness or disability will not be paid for that day unless they have accrued paid time off under the Brevard C.A.R.E.S. paid time off, vacation or disability policy and the absence qualifies for pay under the policy. Their salary will not be reduced for less than a full day because of personal reasons, sickness or disability.
- Employees who are absent from work for jury duty, attendance as a witness or military leave may have their salary reduced by the amount of payment they receive in the form of jury fees, witness fees or military pay. Their salary will not be reduced by the number of hours or days they are absent unless they perform no work during a given week.
- Employees who work less than 40 hours during their first and/or last week of employment will be paid a proportionate part of their full salary for the time actually worked.
- Employees who take leave under the Family and Medical Leave Act will not be paid for that time unless they have accrued paid time off under the company paid time off, vacation, sickness or disability policy, if any. Their salary will be reduced by the hours missed, even if it is for less than a full day.
- Employees who violate a safety rule of major significance, may have their salary reduced in an amount to be determined by the company as a penalty for that violation.
- Employees may be suspended without pay for other types of workplace misconduct, but only in full day increments. This refers to suspension imposed according to a written policy applicable to all employees regarding serious misconduct, including, but not limited to, workplace harassment, violence, drug and alcohol violations, legal violations, etc. The possibility of unpaid suspension is included into all similar policies.

This policy is subject to applicable state law regarding reduction of employees' salaries if the state law is more favorable to employees.

### ***Prohibited Reductions/Complaint Procedure***

Any salaried exempt employee whose salary is reduced in violation of this policy will be reimbursed. If you feel your salary has been improperly reduced, please notify your Human Resources Manager and/or Insperity payroll specialist. No employee will be penalized in any way for making a complaint.

This policy is intended solely to implement Fair Labor Standards Act (FLSA) regulatory requirements, and applicable state law will be applied and modified as necessary in accordance with the requirements, and is not to be considered any type of contract.

### **HOURS OF OPERATION**

Normal operating hours for Brevard C.A.R.E.S. are from 8:00 a.m. to 5:00 p.m., Monday through Friday. To facilitate the smooth flow of business and to maintain an adequate number of staff, your work schedule (start and end times) may vary depending upon your position and work requirements as they relate to the essential business operations.

Your supervisor will notify you of your work schedule and if applicable, will provide direction for lunch and rest breaks. Contact your supervisor if you have a request for an accommodation to your work schedule.

### **LACTATION BREAK**

Brevard C.A.R.E.S. will provide a reasonable amount of break time, or amount of time required by state law, to accommodate a female employee's need to express breast milk for the employee's infant child for up to one year following the child's birth, or as required by law. The break time should, if possible, be taken concurrently with other break periods already provided. Employees should clock out for time taken for 30 minutes or more that does not run concurrently with normally scheduled break periods. Brevard C.A.R.E.S. will provide the employee with the use of a room or other location in close proximity to the employee's work area, other than a restroom, where the employee may express milk in private. Speak with your supervisor should arrangements for a refrigerator be required.

You should notify your immediate supervisor if you are requesting time to express breast milk under this policy.

### **OVERTIME FOR NONEXEMPT EMPLOYEES**

Depending on the company work needs, employees will be required to work overtime when requested to do so. Nonexempt employees will be paid overtime premiums at the applicable federal or state wage rate, whichever is higher. You are responsible for clearly noting all hours worked, including any overtime hours, on your timesheet.

It is our policy that no overtime can be worked without the advance approval of your supervisor. Failure to obtain approval in advance of working the overtime is a violation of company policy and you may be subject to disciplinary action.

If, during a workweek, you are away from the job because of an injury, paid holiday, jury or witness duty, sick day or vacation day, those hours not worked will not be counted as hours worked for the purpose of computing overtime pay, even if you receive pay such as sick or vacation pay for such time missed.

### ***Prohibited "Off the Clock" Work***

Employees are not to work "off the clock" and are required to ensure that all time worked is properly recorded. If you are given directions to perform work "off the clock", you should promptly notify your supervisor. If your supervisor has given you directions to work "off the clock" and/or has told you not to properly record all hours worked, notify your Human Resources Manager and/or Insperity payroll specialist. You will not be penalized in any way for making such a complaint.

## **PAY PRACTICES**

For overtime calculations and salary administration, the fixed 7-day "workweek" for Brevard C.A.R.E.S. is the period beginning at midnight, Saturday and ending at 11:59 p.m., Friday. All employees will be paid bi-weekly every other Friday. For payday falling on a weekend or holiday, you will be paid the prior business day.

If you are absent on payday and someone else is to pick up your check, it will not be released without a signed note from you authorizing the named person to pick it up. The person designated to pick up your check will be asked to produce satisfactory identification; otherwise your check will not be released.

If your employment ends, you will be paid your final wages in accordance with applicable state law.

## **TIMESHEETS**

The timesheet is used for payroll records that must be maintained accurately at all times.

Non-exempt employees should accurately record the time they begin and end their work, as well as beginning and ending time of each meal period. They should also record the beginning and ending of any split shift or departure from work for personal reasons.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

## **TRAVEL**

Non-exempt employees will be compensated for time spent traveling if that travel is part of the employee's daily work activity, including travel from one job site to another or travel from a designated meeting place to a job site. Travel by a non-exempt employee who will be away from home overnight is work time only during those periods the employee is engaged in Brevard C.A.R.E.S. business, which typically will coincide with the employee's regular working hours. Such time counts as hours worked even if it occurs on a non-working day. If an employee uses his or her own car rather than public transportation for travel away from home, the employee can count as hours worked either the time spent driving or the time that would have been spent on public transportation during regular working hours.

## **LEAVE OF ABSENCE**

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### **BEREAVEMENT LEAVE**

Full-time or part-time regular employees may take up to five days off work for the death of a spouse, registered domestic partner, civil union relationship, child, parent, sibling or comparable step-relation, and up to three days off work for the death of a grandparent, father-in-law, mother-in-law, son-in-law or daughter-in-law. You may take off one day of bereavement leave for the death of a relative who is not a member of your immediate family. The eligible time off will be paid. Contact your supervisor as soon as reasonable to request time off for bereavement leave.

### **CONTINUATION OF BENEFITS**

All active, full-time employees covered by the Insperity Group Health Plan or the Insperity Health Care Flexible Spending Account (FSA) Plan may continue plan coverage for up to 12 weeks during an approved leave of absence, or for any longer period, as required by law.

While on leave, you must continue to pay and required contribution for health coverage, as well as make payments for any other applicable benefits which would otherwise be automatically deducted from your wages (e.g., supplemental life insurance, credit union loans, and 401(k) loans). Your failure to pay any required employee contributions does not relieve you of your obligation to pay such contributions. For questions regarding 401(k) loan payments, contact Insperity Retirement Services at 888-401-5273.

If you do not return to work upon expiration of the applicable 12-week period (or such longer period as required by law), coverage will terminate and you will have the opportunity to continue coverage for a limited period of time under COBRA in accordance with applicable law.

### **CRIME VICTIM LEAVE**

An employee who is the victim of or who is the family member of a victim of domestic violence or sexual violence is eligible to take leave to appear at court or other legal or investigative proceedings associated with the crime or to obtain counseling associated with being a crime victim and/or make their homes more secure or seek new housing. An employee is considered eligible after 3 months of employment to take up to 3 workdays of unpaid crime victim leave in any 12 month period.

An employee taking leave must use all accrued paid time off, vacation and/or personal time before continuing leave on an unpaid basis. You must provide documentation supporting your need for leave. Brevard C.A.R.E.S. will maintain the confidentiality, to the extent possible, of any written documents or records submitted and the fact that leave has been requested.

## **JURY DUTY AND WITNESS LEAVE**

If you are summoned to jury duty or to appear in court as a witness, Brevard C.A.R.E.S. will continue your pay in accordance with FLSA and applicable law. If you are summoned to jury duty, Brevard C.A.R.E.S. will continue your pay for 5 days of jury service per calendar year. If you are required to serve more than 5 working days of jury service in a calendar year, you will be allowed additional time off without pay to complete the jury service. Brevard C.A.R.E.S. will continue to pay for this extended period of service in accordance with FLSA and applicable law. You must notify your supervisor as soon as it is known your jury duty will be extended.

To qualify for either jury or witness duty leave, you must submit a copy of the summons to your supervisor as soon as it is received. In addition, you must also submit to your supervisor a related proof of service when the period of jury or witness duty is completed. No adverse employment action will be taken against employees due to their service as either a juror or witness in state or federal courts.

## **MILITARY LEAVE OF ABSENCE**

A leave of absence without pay for military or reserve duty or National Guard training will be granted to employees. The employee should submit copies of military orders to his or her supervisor as soon as possible. The employee may use any accrued but unused vacation time or paid time off. Exempt employees who perform any work in a week in which they also have military duty will be paid their full salary minus an offset salary by the amount military pay for the week. Eligibility for reinstatement following a military leave of absence will be determined in accordance with applicable federal and state laws.

## **PERSONAL LEAVE OF ABSENCE**

You may be granted a leave of absence to attend to personal matters in situations in which the company determines that an extended period of time away from the job will be in your and the company's best interest.

Requests for a leave of absence or any extension of a leave should be submitted in writing to your supervisor at least 30 days prior to commencement of the leave period or as soon as is practicable. Your supervisor will forward the request to the appropriate manager recommending approval or denial. Management will make the final decision concerning the request. While on approved leave, you are expected to report any change of status in your need for leave or your intention to return to work.

You may be required to use all accrued paid time off while on leave before going on unpaid leave. For information on health care coverage during a leave of absence, refer to the Continuation of Benefits policy. Benefits that accrue according to length of service, such as paid time off, holiday and sick days, do not accrue during periods of leave.

Upon return from a personal leave due to an illness or injury, you must provide a release to return to work. Any restrictions must be noted on the release. The company will consider modifications or adjustments to help facilitate your return to work.

A personal leave of absence may not provide a guarantee of reinstatement to the same or similar position.

## **VOTING LEAVE**

Employees are encouraged to fulfil their civic responsibility by voting in local, state, and national elections. If you are unable to reach your polling place outside of work hours, you may take up to 2 hours of unpaid time off to vote. You are required to provide reasonable notice to your supervisor, and evidence of voting may be required.

## HANDBOOK ACKNOWLEDGEMENT

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I acknowledge that I have received the company's Employee Handbook ("the Handbook"), dated **December 2017**, and understand that violations of the policies contained in the Handbook including, but not limited to, the Anti-Harassment Policy, could result in disciplinary action, up to and including termination.

I understand I must repay the company any vacation/PTO used but not accrued at the time my employment ends, and I hereby authorize the company to deduct such amounts from my final paycheck to the extent permitted by law. I also agree that if requested, I will complete a new deduction authorization form to facilitate such deductions.

I further agree and consent to all policies contained herein and understand that the information contained in the Handbook represents guidelines for the company and that the company reserves the right to modify the Handbook or amend or terminate any policy, procedure or employee benefit program at any time.

I further understand that the contents of the Handbook do not form a written employment contract for employment for a specific term or duration. My employment with Insperity is at-will. My employment with Brevard C.A.R.E.S. is also at-will unless a duly authorized employment agreement with Brevard C.A.R.E.S. provides otherwise.

I further understand that no manager, supervisor or other representative of the company, other than the president or vice president, has any authority to change my at-will status or enter into any agreement guaranteeing employment for any specific period of time. I also understand that any such agreement, if made, will not be duly authorized and enforceable unless it is in writing and signed by both parties. Notwithstanding the above, I also understand that an agreement made by either the president or vice president of Brevard C.A.R.E.S. is not binding on Insperity unless it is agreed to in writing by either the president or senior vice president of Insperity.

My signature below certifies that I understand the at-will employment relationship between the company and myself.

I further understand that if I have any questions about the interpretation or application of any policies contained in the Handbook, I should direct these questions to the onsite supervisor.

In the event there is a conflict between a policy in this Handbook versus a policy posted on the ESC, the policy in this Handbook governs.

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

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Insperity Employee ID Number*

**Please sign and return one acknowledgment to your supervisor and retain the other for your records. A copy of this signed acknowledgement should be sent to Insperity.**