

# INLAND RESPITE, INC.



## RESPITE WORKER

## HANDBOOK

**2014**

## HOW TO USE THIS HANDBOOK

Essentially, this handbook is provided to serve as a quick reference summarizing our current policy and procedures, work practices, safety protocols and employee benefits. Accordingly, it is your responsibility to read the entire handbook promptly so that you will have a familiarity with the material covered. If you have any questions, whatsoever, about any items covered within this handbook, your position or any other work-related issue you are encouraged to contact the Human Resources Department at your earliest convenience.

Please understand that this handbook merely highlights company policies, practices and benefits for your personal information and cannot, therefore, be construed as a legal document. In addition, circumstances may require that policies, practices and benefits described within the handbook change from time to time and without prior notice. Consequently, this agency must reserve the right to amend, supplement, or rescind any policies, other than the at-will policy, and any benefits, practices or other provisions of this handbook, as it deems appropriate in its sole and absolute discretion. As policies and benefits are revised, updated pages will be distributed to you on a periodic basis. Please keep this handbook readily available and insert all updated material promptly so that recency is maintained at all times.

Subsequently, we believe our employees are the most valuable assets. Accordingly, we set the highest personal standards for your performance and conduct. We hope the enthusiasm; pride and spirit of our team will enhance your ability to succeed. Be uncompromising in your honesty, integrity and always make sure your personal conduct is the very best it can be.

Welcome aboard,

*Catalina A. Santillan*

Catalina A. Santillan, BSA  
Chief Executive Officer

## **AT-WILL-EMPLOYMENT**

This handbook does not constitute a guarantee that your employment will continue for any specified period of time or end only under certain conditions. Employment with us is at will and is for no definite period of time. Nothing in this handbook constitutes an express or implied contract of employment. While we hope to have a long and mutually beneficial working relationship together, you have the right, regardless of any provision that may appear in this handbook or any other agency publication, policy, statement or practice, to terminate your employment relationship with us for any reason, with or without cause or notice, at any time. We reserve the right to do the same. The provision regarding at-will employment constitutes an integrated agreement regarding the nature of the employment relationship. This handbook supersedes in all respects and without exception any prior policies, benefits, or practices of the agency, whether written or not, and has been prepared for all staff.

Acknowledged,

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

## **CONFIDENTIAL NATURE OF BUSINESS AFFAIRS**

Due to the nature of the organization's business operations all employees will be required to sign a confidentiality statement at the time of hire, transfer or promotion along with periodic updates.

It is the organization's policy that all information considered confidential (e.g. client information, personnel information, wages, benefits, medical conditions, etc.) will not be disclosed to any external parties or to other employees without a "need to know" requirement. If there is a question of whether certain information is considered confidential, the employee should first check with his/her immediate supervisor, the Human Resources Department and/or the CEO.

Any breach of confidentiality, intentional or unintentional, will result in formal discipline up to and including termination.

Acknowledged,

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

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## **TERMS OF EMPLOYMENT**

This agency is committed to a standard of excellence in providing in-home services to clients and their families. Our employees participate in our efforts to meet this commitment and to achieve a standard of excellence. Consequently, it is also important to note that the employee and this agency share the right to sever the employment relationship at-will, at any time, with or without cause and with or without prior notice. There are no express or implied commitments that in any way conflict with this right. No one in the organization has the power or authority to enter into any agreement that is contrary to the at-will nature of employment with this agency.

## **EQUAL OPPORTUNITY EMPLOYER**

It is the policy of this organization to prohibit discrimination and harassment of any type and to afford equal employment opportunities to employees and applicants, without regard to race, color, religion, gender, gender identity, sexual orientation, national origin, age, disability, medical condition, political affiliation, genetic information, ancestry, veteran status or any other status embraced by federal or state regulations.

Equal employment opportunities along with comparable anti-discrimination practices apply to all aspects of a working relationship between this organization and its employees, contracted employees and applicants including, but not limited to: recruitment, employment, promotion, transfer, training, working conditions, wages, employee benefits and application of policies.

## **BUISNESS HOURS**

Business and office hours for this agency are 8:00 AM – 5:00 PM, Monday – Friday, except holidays. Hours may vary according to the agency's needs.

## **BACKGROUND CHECKS**

In compliance with the organization's employment process an offer of employment will be made contingent upon satisfactory completion of a Life Scan (if applicable).

## **RESPITE REGULATIONS**

1. The primary duty of the respite worker is to care for the developmentally disabled client.
2. Service is available to the client 7 days a week, 24 hours a day (except holidays). There are no set scheduled hours for this job.
3. All employees upon hire are issued an Identification Card. Employee's must carry their I.D. cards when providing respite services.

4. Be on time for your job. Ensure dependability and call if you are going to be late. Be dependable. Do not cancel once you have agreed to a schedule. If there is an emergency and you have to cancel let the office and the client know ahead of time.
5. Any time you are providing respite for a new client; always ask about the client's; diagnosis, feeding, toileting, recreation, dos and don'ts, if the child is aggressive, bedtime if schedule is at night, etc. Please ask the schedule clerk for this information. Note that this information is confidential and must be kept private.
6. The respite worker should always ask parents where the Accident and Emergency Information sheet is located. (This is provided to the clients when a home assessment is made). If they do not have one, let the office know they didn't have one (You can obtain this sheet from the administrative office).
7. Medications can only be given if dosages have been premeasured, removed, and separated from the original container. You must get verbal and written instructions from parents. No injections or suppositories may be given.
8. If you change your availability to work, please call the office and complete a Work Availability form.
9. If a parent has a questions regarding their hours or questions regarding the service, please refer them to the administrative office.
10. When providing respite for a client:
  - a. Allow yourself a few minutes to get acquainted with the client before the parent leaves. You may be asked to participate in a home visit before providing respite with the client.
  - b. Get the client's address and directions from the office. You may request for a MapQuest for directions on how to locate the client's residence.
  - c. Get the client's phone number so that you may call the parents in case you get lost.
  - d. At the Parent(s) request, make a quick meal for the client, such as cereal, sandwiches, canned soups, heating up leftovers, etc.
  - e. Make sure your respite notes (if applicable) and time cards are signed by an adult (over age 18). Parents must also fill in the respite time in and time out. An adult must be present before you leave the client's home.

11. Respite Workers **shall not:**

- a. Perform duties which correspond to a licensed medical professional (i.e. nurses, physicians, physical therapists, etc.) which include but are not limited to:

- i. Prescribing Medication
  - ii. Tube Feeding
  - iii. Suctioning
  - iv. Oxygen Use
  - v. Physical Therapy
  - vi. Wound Dressing
  - vii. Pulmonary Treatment
- b. Gather copies of personal/medical information regarding the client unless told to do so by the administrative office.
  - c. Give legal advice.
  - d. Sign documents on behalf of the agency.
  - e. Get paid for respite hours not worked even with the parents/caregivers approval. Signing for hours not worked constitutes FRAUD. This agency along with Regional Center does not allow parents to give hours to respite workers that have not been worked.
  - f. Discuss with the client any personal concerns or problems. Nor shall you discuss your personal life with the client or the client's family. Note that the respite services are to provide the parents/caregivers with relief/rest not to cause stress.
  - g. Perform family laundry, dishes, and any other related housekeeping duties.
  - h. Care of other children that are not on the respite contract.
  - i. Live in the same home as the client per Regional Center regulations.
  - j. Give their personal phone number, unless you are a personal worker; a part of the Conversion Program.
  - k. Perform favors for the client family, friends or neighbors.
  - l. Use personal cell phones or text message while working.
  - m. Use the client's computers or other electronic devices for personal entertainment.
  - n. Nap or sleep while providing respite.
  - o. Cut the client's hair or trim their nails.
  - p. Send another worker to do your respite schedule..
  - q. Take anyone with you to provide respite (friends, children, etc.) unless it is a trainee and told to do so by the administrative office.
  - r. Transport clients in any vehicle or run errands for the family.
  - s. Meet the client for the purpose of providing respite at another location other than the client's address unless authorized by Regional Center and the administrative office.
  - t. Conduct respite in the respite worker's home. Respite cannot be provided outside of the State of California. Respite may be provided in the client's residence surrounding area (e.g. Yard).
  - u. Call any of our respite clients directly to ask for work.

### **RESPITE SCHEDULES**

Schedules are to be reported by the client's parent/caregiver to the office in increments of 2 hours or more. The agency, will not accept schedules from the respite worker. Once a schedule is made and confirmed, the respite worker cannot call the client and change the schedule. If the



parent/caregiver gives you a schedule, remind them that they need to call the Respite Office. Parents can call the office and schedule by the day, week or by the month.

Respite workers must call twice a day Monday thru Friday for their work schedules. Parent/caregivers **cannot** give the schedules to the respite worker directly. In return, respite workers shall not schedule other respite schedules with the parents while care is provided. The parent/caregivers shall call or fax the schedules to the office. Any changes of the schedules are the responsibility of the parent/caregiver and must report the changes immediately to the office.

If the client returns later than their schedule return time, the client has to call the respite office to let us know the time they returned.

Respite workers who request not to be sent to a client's home will have to fill out a Request Not to Provide Service Form, each time at the discretionary of the respite office.

### **RESPITE SCHEDULE CANCELATIONS**

Respite workers are guaranteed a cancellation fee and will be paid according to California State regulations if:

- a. Parent(s) decides not to use respite services after the respite worker arrives.
- b. The Respite Worker arrives and finds no one home.

If you arrive at a client's home and there is no one home:

1. Call the client using the phone number you obtained from the office. If there is no answer, then,
2. Call the office and verify the phone number, address, and time. The receptionist will also call to confirm while you are on hold.
3. You must wait 20 minutes after the scheduled time before you leave.
4. Put a note on the door with your name, date and time of arrival and departure.
5. When a worker shows up to a schedule and the client is not home, the respite worker will be paid a cancellation fee plus mileage reimbursement (if applicable) according to California State regulations.

If the office calls the worker before the worker leaves for his/her schedule and as a result the employee does not report to the client's residence, no cancellation will be paid.

## **RESPITE OVER HOUR USAGE**

Respite workers who work over the hours scheduled by the office will be verbally reminded of the client's authorized hour limit. In return, the company will refer to the parent(s) for payment for all hours exceeding those authorized by Regional Center.

## **EMERGENCY HOURS**

From time to time a client will have an emergency (death in the family, surgery, illness, or a very much needed vacation) and request emergency hours from the Regional Center. As soon as you know that the client is requesting emergency hours, you will have to call the respite office for notification. You may not work the emergency hours until we receive confirmation from the Regional Center.

## **RESPITE WORKER & CLIENT ADDRESS**

The respite worker shall not live in the same residence as the client as per Regional Center Regulations.

Employees, who use the client's address as their mailing address, will have to write us a letter stating that they do not live at that address and that they only use the address for mailing purposes. A copy of that letter will be kept in their file.

## **TRAINING**

Respite training is on an ongoing basis and attendance is mandatory.

First Aid and CPR certification is the employees' responsibility and your employment is contingent in keeping your certificates current. **When your CPR and First Aid certificates expire, you are automatically suspended.** You shall not provide respite with an expired certificate. After you renew your certificates, you may start working. You may renew your certificates 1 to 2 months in advance.

Classes are offered free of charge to employees and your class time is paid.

## **DRESS CODE**

Ultimately, employees contribute to the corporate culture and reputation of the organization in the way they present themselves. When going to work with a client, please wear comfortable clothing; (jeans, comfortable blouse, tennis shoes). **DO NOT** wear tank tops, dresses, skirts,

sandals, high heels, pumps, clothing with derogatory language or logos. The client's parent(s) has the right to refuse a worker if not appropriately dressed.

Please do not wear jewelry. When conducting respite, do not take a purse or wallet or anything of value, only your keys and notebook.

Please be conscientious of personal hygiene (i.e., body odors). If you have long hair, wear it tied back.

Please note that parents may not approve of certain personal appearances and have the right to refuse your services if they have deemed your grooming practices and attire inappropriate.

### **MEAL AND REST BREAKS**

It is this company's policy to provide employees meal and rest periods. Due to the nature of work, employees will engage in on duty meal periods during respite services. All on duty meal periods will be counted as time worked and paid accordingly. Please refer to the company's On-Duty Meal Period Agreement.

### **USE OF CELL PHONES**

Under no circumstances should an employee make or receive personal phone calls, and/or text messages, during work hours, except in the case of an emergency.

**Only** in case of **an emergency** can the respite worker use client/parent's phone.

### **HOLIDAYS**

The office is closed and respite service will not be provided in observance of the following holidays:

NEW YEAR'S DAY  
MARTIN LUTHER KING'S DAY  
PRESIDENT'S DAY  
MEMORIAL DAY  
FOURTH OF JULY  
LABOR DAY

VETERAN'S DAY  
THANKSGIVING  
AGENCY DAY (day after Thanksgiving  
designated by CEO)  
CHRISTMAS

Respite workers cannot provide respite on these holidays.

## **EMPLOYEE BENEFITS**

This agency has established a number of employee benefit programs for its eligible employees. Although this handbook does not detail all of the features of these benefit programs, it provides brief summaries to acquaint employees with some of the key features of the programs. Additional terms, conditions, and limitations regarding program eligibility and benefit entitlement exist and are detailed in the plan documents. Official plan documents should be consulted for further information regarding each benefit program. In the case of an actual or apparent conflict between the benefit summaries set forth in this handbook and the terms of the official plan documents, the provisions of the official plan documents, as interpreted in the sole and absolute discretion of the plan administrator, are controlling. Employees who wish to inspect those documents, or to address other inquiries, can make an appointment with the Human Resources Department for an appropriate response.

In addition, while it is the agency's present intention to continue these benefits, the agency reserves the right, whether in an individual case or more generally, to modify, curtail, reduce or eliminate any benefit, in whole or in part. Finally, neither the benefit programs nor their descriptions are intended to create any guarantees regarding employment or continued employment. As noted elsewhere in the handbook, employment relationships are for an indefinite term and are terminable at will, either at the option of the employee or the agency.

## **MEDICAL HEALTH INSURANCE**

This agency will provide health insurance coverage for eligible respite employees. Coverage is effective after the probationary period has been satisfactorily completed. Coverage will begin the first day of the month following the end of the probationary period.

An employee eligible for health insurance coverage must work an average of 30 hours or more in a work week on a monthly basis.

Employees may elect to purchase health insurance coverage through this agency's insurance carrier, for their spouse and dependents at their own expense.

## **401-K PENSION PLAN**

All employees are eligible to participate in the 401k pension plan after one year and 1,000 hours of service. An employee may contribute between 3% and 15% of their earnings before taxes. Employees having satisfied the eligibility requirements may enter the plan on either January 1st or July 1<sup>st</sup>, of each calendar year. Contact the Human Resources Department for any specific information.

## **LEAVES OF ABSENCES**

Respite workers must complete a Leave Request Form before taking any time off from work at least one month in advance.

If you are going to be out for medical reasons, please let the office know. Employees will need to submit a physician's note verifying that they will be out on medical leave. In return, the office will need a physician's note prior to returning back to work indicating whether there are any work restrictions or limitations.

### **MATERNITY LEAVE/PREGNANCY DISABILITY LEAVE (PDL)**

The function of this policy is to provide employees with a general description of their PDL rights. In the event of any concurrent and/or conflict between this policy and other applicable mandated leaves (e.g. FMLA/CFRA, PFL, etc.), employees will be afforded all rights required by law through the Human Resources Department.

### **STATE DISABILITY INSURANCE**

You are covered by California State Disability Insurance (SDI). SDI may be payable when you cannot work because of illness or injury **not** caused by employment at the Company or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount.

### **FAMILY TEMPORARY DISABILITY INSURANCE (PAID FAMILY LEAVE BENEFITS)**

All employee claims will be processed through the PFL fund. In return, the Employment Development Department (EDD) will provide eligible employees with a wage supplement for a maximum of six weeks within a 12-month period. PFL benefits may be available from the EDD for a leave of absence for the following reasons:

1. For the birth or placement of a child, as defined by the PFL law, for adoption or foster care within one year of the birth or placement of the child; or
2. To care for an immediate family member (spouse, registered domestic partner, child or parent, as defined by the PFL law) who is seriously ill and requires care.

### **FAMILY MEDICAL LEAVE**

This organization will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave,

depending upon the circumstances of the leave and as specified in this policy. Contact the Human Resources Department for the appropriate application.

## **OTHER TYPES OF LEAVES**

### **TIME OFF TO VOTE**

If you cannot vote before or after working hours in statewide public elections, then you will be allowed sufficient time off to go to the polls. Employees who are voters may take up to two (2) hours off un-paid leave to vote in a national election. The time taken may be at the beginning of the day or at the end of the day.

### **WORKMAN COMPENSATION/FIRST AID**

All employees are covered by workman compensation insurance, which compensates an employee for lost time, medical expenses, and loss of life or dismemberment from an injury arising out of or in the course of work.

As defined in the current Injury and Illness Prevention Plan (IIPP), employees must report any work-related accident, injury or illness immediately to their direct supervisor and/or their Human Resources Coordinator, in order to initiate the appropriate coverage.

The Company is required by law to notify the workman compensation insurance company of any concerns of false or fraudulent claims. Any person who makes any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.

### **WORK PLACE SAFETY**

This organization will abide by all Cal-OSHA regulations, along with the current IIPP and will not tolerate any form of unsafe work practices involving negligence, accidents, hazardous working conditions or violent acts against any of its employees, clients, sub-contractors or vendors. Subsequently, once a supervisor has been notified of an unsafe working condition or infraction, the organization will seek an immediate remedy without reprisal to the claimant.

It is the responsibility of each employee to prevent injury to him or herself and their client by providing respite services safely, using skills taught during in-services and respite meetings.

All accidents or injuries to the client or yourself must be reported to your supervisor immediately. Respite employees will have to complete a report within 24 hours, or as soon as possible. If an incident occurs after office hours, call the respite emergency cell phone after hours and record your message after the announcement.

Any problem or important questions, contact your supervisor immediately.

## Safety Work Rules:

- a. Wear appropriate work clothes and work shoes.
- b. Wear gloves when changing diapers/briefs; wash hands before/after changing diapers/briefs. Gloves are available at the respite office.
- c. Be cautious when walking on wet, oily, or soapy surfaces. When necessary, clean all spills after each occurrence to avoid injury.
- d. Clear all sharp objects off the kitchen table and out of the sink.
- e. When using a knife, immediately wash and put away.
- f. Clear your path before walking (i.e., toys, clothing, furniture, gravel.)
- g. Always use hand rails when using stairs or steps.
- h. When working with aggressive children wear long pants and shirt/blouse with long sleeves.
- i. Dirty diapers should be stored in an airtight bag and carried out to a receptacle at the end of your respite duties.
- j. Obtain assistance when lifting the client and transferring whenever possible.
- k. Use the client's gait belt when available. This type of equipment is to be provided by the client (if needed and not available, call supervisor). If you have not received training on equipment or task; do not attempt to use the equipment or perform the task.
- l. Client's who weigh over 45 lbs may not be lifted without assistance.
- m. Contact the office or the client's parent(s) when the client's equipment is not functioning properly or needs to be changed or repaired.
- n. Know where the emergency exit is.
- o. Know where the Accident and Emergency Information sheet is kept.
- p. Take precautions where there is rough play or aggressive behavior displayed by the client.
- q. Take the appropriate steps to not provide respite if you are aware of a contagious virus and report to supervisor.
- r. Check the client's room and/or toy box for hazardous objects.
- s. Do not exceed the speed limit when driving to and from the client's place of residence.
- t. During winter months keep objects away from wall heaters.
- u. When using clients' playground equipment, be cautious and check for hazards.
- v. Make sure the client's playground equipment is fit for client's age.
- w. Beware and do not approach pets and stray animals.
- x. Don't wear jewelry.
- y. Keep fingernails short.
- z. Long hair should be tied back.
- aa. When using a wheelchair, always apply breaks when doing transfers.
- bb. Make sure hands and feet are properly positioned before moving a wheelchair.
- cc. Use bath mats and floor rugs when bathing clients to prevent slips and falls.
- dd. When assisting in bathing clients, have all supplies close by (i.e.: towels, shampoo, soap, underwear, and shoes).

- ee. Do not use a cell phone while driving unless you have a hands free device. Example:  
Bluetooth
- ff. No yelling, arguing, use of bad language, gestures or fighting.
- gg. Mats that prevent slips and falls need to be put down around swimming pool traffic areas.
- hh. No swimming during respite (Respite workers are not life guard certified).

**EMERGENCIES**

**In case of an emergency** after work hours or on holidays or weekends, **you may call the respite emergency cell phone**. If you do not receive a response from your call to the cell phone within 10 minutes, try again, and then call the office and leave a message on the answering machine after the recorded message.

**DRUG-FREE WORKPLACE**

It is the policy of this organization that employees shall not be involved with the unlawful use, possession, sale, or transfer of drugs or narcotics in any manner that may impair their ability to perform assigned duties or otherwise adversely impact the organization's business or status within the community. Furthermore, employees shall not possess alcoholic beverages in the workplace or consume alcoholic beverages in association with the workplace or during work time.

In return, employees are expected to report for work and remain at work in a condition to perform assigned duties free from the effects of alcohol and/or drugs.

Illegal drugs are those drugs defined as illegal under federal, state, or local laws; they include, but are not limited to:

- |                 |                     |
|-----------------|---------------------|
| Alcohol         | Hallucinogens       |
| Amphetamines    | Methadone           |
| Barbiturates    | Methaqualone        |
| Benzodiazepines | Opiates             |
| Cannabinoids    | Phencyclidine (PCP) |
| Cocaine         | Propoxyphene        |

Additionally, illicit use of prescription drugs (e.g. working in a safety sensitive job) or use of a prescription drug not in the employee's name is deemed as illegal drug usage.

**TIMECARDS**

Time Cards are due on or before the 15 or the end of the month. If you work on the 15<sup>th</sup> or the last day of the month, you have until the following day before 12 noon to turn them in. A drop



box is available for your convenience. If the 15<sup>th</sup> or the end of the month is a Saturday or Sunday, your time card is still due that day.

The time card must be completed prior to leaving the client's home. You may not complete your time card and obtain a parent signature before the hours are worked. Avoid leaving your time card at the client's place of residence.

A MapQuest must be submitted with a timecard for mileage reimbursement purposes (if applicable).

The following are things that will delay processing your time card and require you to return to the office to make corrections:

- a. White out / errors / am, noon, pm or mid (midnight) not circled.
- b. Late time card.
- c. Time card in pencil or other colors (black only)
- d. No signatures.
- e. Overlapping of hours.
- f. Using quotation marks (example " ") on any part of the time card.
- g. Mileage line is incomplete.
- h. If there is any error on a line item the entire line will be taken out until the worker returns to the office to make the correction. In some instances the worker may need to return to the parent/caregiver for a signature.
- i. Any other discrepancies with the time card.

**Time Card Warning / Termination Steps within a 1 year time period (late time card or errors with time card):**

- 1<sup>st</sup> Time Card – Verbal Counseling and retraining.
- 2<sup>nd</sup> Time Card – Written Warning – Retraining.
- 3<sup>rd</sup> Time Card – 3 day suspension – Retraining or termination
- 4<sup>th</sup> Time Card – Automatic Termination.

**Exception:** A late time card that is submitted due to an emergency hospitalization (Verification is required; Physician's note). A family member may call the Billing Department and notify them of the emergency.

**MILEAGE REIMBURSEMENT**

Respite workers who drive to their respite schedules and request mileage reimbursement have to submit proof of current auto insurance and have a current driver license on file at the respite office. Employees who use public transportation will have to submit proof of payment.

Mileage is reimbursed according to Regional Center's reimbursement rate and a 40 mile round trip maximum reimbursement per schedule. Employees requesting reimbursement for mileage

will have to attach a copy of a MapQuest to their time card for each pay period and for each client. You will be reimbursed according to the mileage on the MapQuest to and from your respite schedule. Mileage reimbursement is paid at the end of the following month.

### **PAY DAY**

Pay days are on the 10<sup>th</sup> and the 26<sup>th</sup> of each month. If the pay date falls on a Saturday, Sunday or holiday, you will be paid on the following work day at the designated time.

If you lose your check, you will have to complete a Stop Payment form and turn it in to the Accounting Department. You may be charged a bank fee of \$25.00.

Employees may sign up for direct deposit. Once the employee signs up for direct deposit, it will remain into effect until this company receives a written termination notice from the employee with reasonable notice (10 working days) to act upon it. Contact the office for additional information.

### **FRAUD – ZERO TOLERANCE**

Fraud is defined as a false representation of a matter of fact, whether by conduct, words or by concealment of that which should have been disclosed which deceives or is intended to deceive another so that he/she shall act upon it to his/her detriment. Any employee who participates in any fraudulent behavior will be terminated immediately.

Parents/caregivers are prohibited from not signing timecards acknowledging un-worked respite schedules by the respite worker. This is against our agency and Regional Center regulations.

### **SPOT CHECKS AND RESPITE EVALUATIONS**

The Respite Worker Supervisor or designee will be making an unannounced home visit and/or supervisory phone call on the respite worker during scheduled work hours. These visits and phone calls will assist in evaluating the respite worker and this agency's training system and give us a better understanding of the parent's needs.

The Respite Workers are evaluated at intervals of one month after their date of hire and twice yearly (or as needed) to assist us in maintaining quality service. When an evaluation is received by the parents, the agency request for them to complete and return the evaluation as soon as possible. Unfavorable evaluation shall be discussed with the individual worker.

### **COMPLAINTS & GRIEVANCE PROCEDURE**

Respite workers or office staff members who have a complaint, must provide a written statement using the Complaint Form.

If you have a grievance, contact your supervisor and discuss your grievance. If you are still not satisfied, your grievance will be referred to the Administrator. For additional information call our office.

### **CHILD AND ELDER/ADULT ABUSE**

The law requires respite workers to report suspicion and/or knowledge of child/adult abuse, which includes physical abuse, sexual abuse, neglect and cases of severe emotional abuse that constitute willful cruelty or unjustifiable punishment of a child/adult. (Penal Code 11166 (a) Reporting Duty & Section 15630 California Welfare and Administrative Code)

The client **shall not** be left alone before the respite worker arrives. Notify the office immediately if the client is found unattended at the time of your arrival to the client's place of residence.

### **CLIENT AND PUBLIC RELATIONS**

Our company's reputation has been built on excellent service and quality work. To maintain this reputation it requires the active participation of every employee.

The opinions and attitudes that clients have toward our company may be determined for a long period of time by the actions of one employee. It is sometimes easy to take a client for granted, but when we do, we run the risk of losing not only the client, but his or her associates, friends or family who may also be a client or prospective client.

Each employee must be sensitive to the importance of providing courteous treatment in all relationships.

### **PERSONAL WORKER LETTER (IF APPLICABLE)**

Those that are a part the Conversion Respite Program, a Personal Worker Letters shall be filled out and signed by the parent and the respite worker within the first two weeks of receiving respite. The Personal Worker Letter assures this Company that the employee and the client will be responsible for controlling their hour and that they do not go over the hours authorized by Regional Center. The client's parent/caregiver will be responsible for paying the employee &/or reimbursing the office for hours exceeding the hours allotted by Regional Center.

### **CHANGES IN PERSONAL DATA**

In order to maintain up-to-date information about your personal status, all changes in name, address, marital status, number of dependents or changes in next of kin and/or beneficiaries must be reported to the Human Resources Department, at your earliest convenience.

## **REQUEST FOR DOCUMENT COPIES**

Workers who need additional copies of their check stubs or other employment related documents will need to complete a request for documents form and will receive copies within 30 days of request.

There will be a \$2.00 fee; money order or cashier's check for each copy paid before receiving the copies.

## **SEPARATION**

### **Resignation**

If you decide to resign, you are requested to submit a letter of resignation to your immediate supervisor, forwarding a copy to the Human Resources Department, specifying your last day of work. This date will be considered the effective day of your resignation. Employees who do not provide the requested notice will be considered ineligible for rehire.

### **Involuntary Termination**

Generally, the company will try to exercise the progressive nature of this policy by first providing warnings, final written warning and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, the company reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense.

If you stop working for more than three (3) consecutive months without authorization, you will be terminated from the agency.

### **Exit Interview**

The Human Resources Department will schedule an exit interview with all separating employees prior to the last day worked. The purpose of such a meeting is to discuss continuation arrangement for a final check, an explanation of the agency's policy on reference requests by future employers and to obtain feedback on ways to improve the policies and practices of this agency.

## ON-DUTY MEAL PERIOD AGREEMENT

It is this company's policy to provide employees meal and rest periods. Due to the nature of work that is conducted by respite employees, meals breaks are to be taken as on duty meal period. Employees may revoke this agreement at any time by providing written notice to their supervisor. However, employees may also work on-duty meal periods after revoking their on-duty meal period by resigning the meal and rest break agreement. All on duty meal periods will be paid at the employee's regular rate and will count as time worked.

Employee's Consent:

I agree that, when conducting respite services during a meal period, the nature of this work prevents me from being relieved of all duty during the meal period. I agree that in these circumstances, my meal period will be paid and will be considered to be working time. I understand that I may, in writing, revoke this consent at any time. I also further understand that I may work on-duty meal periods after revoking this agreement by signing a new on-duty meal period agreement.

Acknowledged,

\_\_\_\_\_  
Employee's signature

\_\_\_\_\_  
Date

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

**ACKNOWLEDGEMENT / AGREEMENT**

This is to acknowledge that I have received and read the contents of the Respite Employee Handbook of this agency. I agree to see the Human Resources Department if I do not understand anything contained in this handbook. I understand that, with the exception of the termination-at-will policy, the items contained in the Respite Employee Handbook may be changed, altered, and otherwise modified at the discretion of the Agency.

I understand this agency is an at-will employer, which means that either this agency or I can sever the employment relationship at will, at any time with or without cause or advance notice. There is no expressed or implied obligation or commitments that in any way conflict with this right.

I have read, initialed and dated all 17 pages of this handbook and by my signature below; I agree to abide by the policies of this agency as a condition of employment.

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

\_\_\_\_\_  
Date

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