



LDR Home Care Employee Manual

01.01.2026

ABOUT THIS HANDBOOK/DISCLAIMER:

We prepared this manual to help employees find the answers to many questions that they may have regarding their employment with LDR Home Care. Please take the necessary time to read it.

We do not expect this manual to answer all questions. Supervisors and Management also serve as a major source of information.

Neither this manual nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. LDR Home Care adheres to the policy of employment at will, which permits the company or the employee to end the employment relationship at any time, for any reason, with or without cause or notice.

No company representative other than the CEO may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally, and any such modification must be signed in writing.

Many matters covered by this manual, such as benefit plan descriptions, are also described in separate company documents. These company documents are always controlling over any statement made in this manual or by any member of management.

This manual states only general company guidelines. The company may, at any time, in its sole discretion, modify or vary from anything stated in this manual, with or without notice, except for the rights of the parties to end employment at all, which may only be modified by an express written agreement signed by the employee and the CEO.

This manual supersedes all prior manuals.

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Section 1- Governing Principles of Employment

1-1: Introduction

For employees who are commencing employment with LDR Home Care (“LDR Home Care” or “the Company”), on behalf of LDR Home Care, let me extend a warm and sincere welcome. This agency has been years in the making and is ever evolving.

For employees who have been with us, thank you for your past and continued service.

We extend our best wishes for success and happiness here at LDR Home Care. We understand that it is our employees who provide the service that our customers rely upon, and who will enable us to create new opportunities for years to come. This agency is built on the understanding that happy employees continue to show up to work. It is our mission to continue to grow and evolve for our employees.

1-2: Equal Employment Opportunity

LDR Home Care is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, familial status, veteran status, sexual orientation, genetic information, public assistance, local human rights commission activity, or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, and general treatment during employment.

The Company will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities unless the accommodation would impose an undue hardship on the operation of our business. If an employee needs assistance to perform his or her job duties due to a physical or mental condition, the employee should inform Human Resources. The Company will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the Company's operations. If an employee wishes to request such accommodation, the employee should speak to Human Resources.

If you feel that you have been subjected to conduct that violates this policy, you should immediately report the matter to your supervisor. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be a violation of this policy, please contact your second-level supervisor.

Note: If your supervisor or next-level manager is the person toward whom the complaint is directed you should contact any higher-level manager in your reporting chain. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity.

If you feel you have been subjected to any such retaliation, report it in the same manner you would report a perceived violation of this policy. To ensure our workplace is free of artificial barriers, violation of this policy, including any improper retaliatory conduct, will lead to discipline, up to and including discharge.

1-3: Pregnancy Accommodations

Under Minnesota law, LDR Home Care will endeavor to provide employees with reasonable accommodation for health conditions related to pregnancy or childbirth, unless doing so would impose an undue hardship on the business operation of the Company.

The employee and the Company will engage in an interactive process to determine what accommodation may be needed.

The pregnant employee will not be required to obtain the advice of a licensed health care provider or certified doula, nor will the Company claim an undue hardship for the following accommodations: more frequent restroom breaks; more frequent food and water breaks; seating; and limits on lifting over 20 pounds.

The Company may request medical certification from the employee's licensed health care provider or certified doula for other reasonable accommodations, including temporary transfer to a less strenuous or hazardous position.

The Company is not required to create a new or additional position to accommodate the employee, nor is the Company required to discharge any employee, transfer any other employee with greater seniority, or promote any employee.

The Company will not retaliate against the employee for requesting or obtaining pregnancy accommodation under the law. Furthermore, the Company will not require the employee to take leave or accept accommodation.

Any employee who has questions about this policy or who needs to request reasonable accommodation should contact Human Resources.

1-4: Non-Harassment

It is LDR Home Care's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by LDR Home Care.

The purpose of this policy is not to regulate our employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while

representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws is also unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted, or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

Harassment Defined

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or emails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or

submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or

the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;

5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

Reporting Procedures

If the employee has been subjected to or witnessed conduct that violates this policy, the employee should immediately report the matter to the Manager. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact Human Resources. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

Investigation Procedures

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted under this policy.

Retaliation Prohibited

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

1-5: Drug-Free and Alcohol-Free Workplace

To help ensure a safe, healthy and productive work environment for our employees and others, to protect Company property, and to ensure efficient operations, LDR Home Care has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for the Company.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale, or distribution of controlled substances (including medical marijuana), drug paraphernalia, or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises), or while representing the Company, is strictly prohibited. Employees and other individuals who work for the Company also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact the employee's ability to perform their job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. However, this exception does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a positive drug test, to the extent the employee is subject to any drug testing requirement, except as permitted by and in accordance with applicable law. This restriction does not apply to responsible drinking of alcohol at business meetings and related social outings.

Violation of this policy will result in disciplinary action, up to and including discharge.

The Company maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history that reflects treatment for substance abuse conditions. However, employees may not request accommodation to avoid discipline for a policy violation. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs or jeopardizes the health and safety of any Company employee, including themselves.

1-6: Workplace Violence

LDR Home Care is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to the Company and personal property.

LDR Home Care does not expect employees to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, LDR Home Care specifically discourages employees from engaging in any physical confrontation with a violent or potentially violent individual. However, LDR Home Care does expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in Company policies and procedures; personality conflicts with co-

workers; obsession or preoccupation with a co-worker or supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

Prohibited Conduct

Threats, threatening language, or any other acts of aggression or violence made toward or by any Company employee WILL NOT BE TOLERATED. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto Company premises.

Procedures for Reporting a Threat

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the employee feels comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede LDR Home Care's ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If the Company determines, after an appropriate good faith investigation, that someone has violated this policy, the Company will take swift and appropriate corrective action.

If the employee is the recipient of a threat made by an outside party, that employee should follow the steps detailed in this section. It is important for the Company to be aware of any potential danger in its offices. Indeed, the Company wants to take effective measures to protect everyone from the threat of a violent act by employees or by anyone else.

Section 2- Operational Policies

2-1: Employee Classifications

For purposes of this manual, all employees fall within one of the classifications below.

Full-Time Employees - Employees who regularly work at least 32.5 hours per week who were not hired on a short-term basis.

Part-Time Employees - Employees who regularly work fewer than 32.5 hours per week who were not hired on a short-term basis.

Short-Term Employees - Employees who were hired for a specific short-term project, or on a short-term freelance, per diem or temporary basis. Short-Term Employees generally are not eligible for Company benefits, but are eligible to receive statutory benefits.

In addition to the above classifications, employees are categorized as either "exempt" or "non-exempt" for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. The employee will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

2-2: Your Employment Records

In order to obtain their position, employees have provided personal information, such as address and telephone number. This information is contained in their personnel file.

Employees should keep their personnel file up to date by informing Human Resources of any changes. Employees also should inform Human Resources of any specialized training or skills they acquire, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach employees in a crisis could cause a severe health or safety risk or other significant problem.

2-3: Right to Review Personnel Records

Under Minnesota law, active employees have the right to review their personnel records once every six (6) months. Employees who leave LDR Home Care may review their personnel record once every year as long as the Company maintains the personnel record.

To review their personnel record, employees must make a good faith request in writing to the Human Resources. Employees may also request a copy of the record at the time they review it. The copy will be made available to the employee at no cost.

The Company will provide employees an opportunity to review their personnel record within seven (7) working days of the written request or within 14 working days of the written request if the personnel record is physically located outside of Minnesota.

What is contained in the personnel record is carefully defined under Minnesota law. The law does not require employee access to information that is not contained in the personnel record.

If employees dispute information contained in their personnel record, they may request that it be removed from the record. However, if the Company does not agree the information should be removed, the employee may submit a written response to the denial (not to exceed five (5) pages).

No action can be taken against employees who appropriately ask to review their personnel records.

If employees are improperly denied their rights as provided by this law, the law provides certain remedies.

This notice only describes some of the employee's rights under the law. For more information, the Minnesota statutes detailing employee rights can be found at Minnesota Statutes. §

181.960 through Minnesota Statutes §181.965. These laws can be found on the internet at <https://www.revisor.mn.gov/pubs/> or in public libraries throughout the state.

2-4: Working Hours and Schedule

Employees will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of the business, at some point LDR Home Care may need to change individual work schedules on either a short-term or long-term basis.

Employees will be provided with break periods as required by law. Staff may go outside or out to their car, but may not leave the client's premises during a scheduled shift on an unpaid break. Employees who choose to waive their unpaid breaks will be required to fill out the Break Waiver form on the LDR website. Failure to take a break or complete the waiver form may result in disciplinary action, up to (not excluding) termination. A supervisor will provide further details.

2-5: Remote Work/Telecommuting

LDR Home Care may allow employees to work remotely if their job duties and work performance are determined to be eligible for remote work. Eligibility will be decided on a case-by-case basis by the Company. Employees also may be required to work remotely during periods of public health emergencies if government orders and mandates recommend such work.

This policy provides general information regarding remote work/telecommuting. Employees who are approved to work remotely should consult their individual agreement for specific details of their remote work/telecommuting arrangement, such as expected work hours, equipment provided, and other important information.

Any remote work/telecommuting arrangement may be discontinued by the Company at any time and at the discretion of the Company. Employees also may discontinue the arrangement but may not be guaranteed office space at the Company's location.

At-Will Employment

This policy and any individual agreement addressing this work arrangement do not create a contract of employment and are not intended to be considered or construed as a promise of continued employment. Employment is at will and may be discontinued at any time by the Company or employee without notice, cause, or liability.

Hours of Work

Employees will work full time from home. Scheduled hours of work will be set by the employees' manager or supervisor. Employees should maintain regular contact with their supervisors and managers.

Nonexempt employees must accurately record all hours worked pursuant to the Company's timekeeping system and take rest and meal breaks as if in the Company's workplace and as

required by law. Nonexempt employees may not work beyond scheduled working hours (including working more than 40 hours in a workweek) without prior, written authorization from their manager or supervisor.

Location

Employees will provide, at their expense, a secure, dedicated work area. Employees are responsible for maintaining the work area in a safe, secure, and nonhazardous condition at all times. Employees will maintain security devices and procedures necessary to prevent use by unauthorized persons, including by preventing the connection of any Company-furnished computer system, network, or database to any computer, network, or database other than a computer, network, or database to which connections are provided or authorized by the Company.

Duties

Employees are expected to follow all existing Company policies and procedures. The duties, obligations, responsibilities, and conditions of employment with the Company remain unchanged. Employees must stay engaged with work throughout the workday and be fully available during normal business hours. If employees do not successfully perform their job duties remotely, this arrangement will be revoked. Employees are expected to follow existing Company policies with respect to scheduled and unscheduled time off, including the obligation to speak with their manager or supervisor before the scheduled start time in the event of an unscheduled absence, tardy, or early departure.

Accidents and Injuries

Employees agree to maintain safe conditions in the remote work space and to practice the same safety habits and rules applied on Company premises. If employees incur an injury arising out of the course and scope of the assigned job duties while working in the remote work space, the workers' compensation provisions in place for the state in which the employees are working will apply. Employees must notify their supervisor or manager immediately and complete all necessary and/or requested documents regarding the reported injury (see attached document for reporting to Workers' Compensation). The Company assumes no responsibility for injuries occurring in the remote work space outside normal working hours or for injuries that occur as a result of a reasonably recognizable unsafe remote work space.

Equipment

Employees agree to use electronic equipment that has been encrypted and meets all of the Company's security requirements. If the Company provides equipment for home use, employees agree to provide a secure location for Company-owned equipment and will not use, or allow others to use, such equipment for purposes other than Company business.

Employees have no expectation of ownership in such equipment, linkages, property, or other items installed or provided by the Company. The Company will bear the expense of removal of any such equipment, linkages, and installations provided by the Company upon the

termination of the remote work/telecommuting arrangement but not modification of or repairs to the work location. Employees hereby release the Company from any damage or liability incurred in the installing or removal of the equipment provided by the Company.

Return of Company Property

All equipment, records, and materials provided by the Company will remain Company property. Employees agree to return Company equipment, records, and materials upon request. All Company equipment will be returned by employees for inspection, repair, or replacement as needed or requested or immediately upon termination of the remote work/telecommuting arrangement. All equipment must be returned within five (5) business days of written notice to the employees. Employees will not receive their final paycheck until all of the equipment is returned to the Company.

Expenses

Upon presentment of receipts and in accordance with the Business Expense Reimbursement policy, the Company will reimburse employees for certain preapproved expenses.

Regular household utility charges, such as electricity, water, phone, Internet service, auto, homeowners' insurance, etc., are not reimbursable unless state law requires reimbursement.

Confidentiality

Employees agree that they are subject to the Company's policies prohibiting the non-business use or dissemination of the Company's confidential business information. Employees will take all appropriate steps to safeguard the Company's confidential business information, including segregating it from personal papers and documents, not allowing nonemployees to access such information, and keeping such information in locked drawers or file cabinets when not in use. Employees will maintain confidential information, including, but not limited to, information regarding the Company's products or services, processing, marketing and sales, client lists, client e-mail addresses and mailing addresses, client data, orders, memoranda, notes, records, technical data, sketches, designs, plans, drawings, trade secrets, research and development data, experimental work, proposals, new product and/or service developments, project reports, sources of supply and material, operating and cost data, and corporate financial information.

Contact

If employees have any questions concerning this policy or would like to apply to work remotely, they should contact Human Resources.

2-6: Timekeeping Procedures

Employees must record their actual time worked for payroll and benefit purposes. Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by management.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

Exempt employees are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

Non-exempt employees may not start work until their scheduled starting time.

It is the employee's responsibility to sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a supervisor, who will attempt to correct legitimate errors.

(See Staff Reference Manual for further information regarding specifics for completion.)

2-7: Overtime

Like most successful companies, LDR Home Care experiences periods of extremely high activity. During these busy periods, additional work is required from all of us. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) their normal hourly wage for all time worked in excess of 40 hours each week, unless otherwise required by law.

Employees may work overtime only with prior management authorization. Failure to request prior authorization may result in disciplinary action.

For purposes of calculating overtime for non-exempt employees, the workweek begins at 12:00 am on Monday and ends at 11:59 pm on Sunday.

2-8: Safe Harbor Policy for Exempt Employees

It is LDR Home Care's policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, employees must review pay stubs promptly to identify and report all errors.

Those classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for LDR Home Care. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

full-day absences for personal reasons;

full-day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing wage replacement benefits for such absences (deductions also may be made for the exempt employee's full-day absences due to sickness or disability before the employee has qualified for the plan, policy or practice or after the employee has exhausted the leave allowance under the plan);

full-day disciplinary suspensions for infractions of our written policies and procedures;

Family and Medical Leave Act absences (either full- or partial-day absences);

to offset amounts received as payment from the court for jury and witness fees or from the military as military pay;

the first or last week of employment in the event the employee works less than a full week; and any full work week in which the employee does not perform any work.

Salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which the employee performed any work, salary will not be reduced for any of the following reasons:

partial day absences for personal reasons, sickness or disability;

an absence because the Company has decided to close a facility on a scheduled work day;

absences for jury duty, attendance as a witness, or military leave in any week in which the employee performed any work (subject to any offsets as set forth above); and

any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If employees believe they have been subject to any improper deductions, they should immediately report the matter to a supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), they should immediately contact Human Resources or any other supervisor in LDR Home Care with whom the employee feels comfortable.

2-9: Your Paycheck

Employees will be paid bi-weekly for all the time worked during the past pay period.

Payroll stubs itemize deductions made from gross earnings. By law, LDR Home Care is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay received and overtime pay received.

If there is an error in any employee's pay, the employee should bring the matter to the attention of Human Resources immediately so the Company can resolve the matter quickly and amicably.

Paychecks will be given only to the employee unless the employee requests that they be mailed or authorized in writing that another person may accept the check.

2-10: Wage Disclosure Protections

Wage disclosure protection

WHAT IS WAGE DISCLOSURE PROTECTION?
You are allowed to share information about your wages and working conditions with other people.

YOUR EMPLOYER CANNOT:

- stop you from telling anyone about your wages or conditions of employment;
- require you to sign a waiver that takes away your right to tell others about;
- your wages or working conditions; or
- treat you differently because you told someone about your wages or working conditions.

WHAT IS MY EMPLOYER REQUIRED TO DO?
Your employer must provide notice about your rights under this law in the company's employee handbook.

WHAT DOES THIS LAW NOT COVER?

- It does not require you to tell anyone about your wages.
- It does not allow you to share proprietary information (trade secrets) or other legally protected information of your employer.
- It does not take away any of your rights under the National Labor Relations Act.
- It does not allow you to share wage information of other employees with a competitor of your employer.

WHAT CAN I DO IF I THINK MY RIGHTS HAVE BEEN VIOLATED?

- Call the Minnesota Department of Labor and Industry's Labor Standards Division at 651-284-5075.

**mn DEPARTMENT OF
LABOR AND INDUSTRY**
Labor Standards • 443 Lafayette Road N. • St. Paul, MN 55155
651-284-5075 • 800-342-5354 • dli.mn.gov • dli.laborstandards@state.mn.us

Notice: This flier is a brief summary of Minnesota law. It is intended as a guide and is not to be considered a substitute for Minnesota Statutes regarding wage and hour laws.
Version 0718

2-11: Direct Deposit

LDR Home Care strongly encourages employees to use direct deposit. Authorization forms are available from Human Resources.

2-12: Salary Advances

LDR Home Care does not permit advances on paychecks or against accrued paid time off. Advance pay for vacation must be requested in writing at least two weeks prior to the vacation period.

2-13: Performance Review

Depending on the employee's position and classification, LDR Home Care endeavors to review performance annually. However, a positive performance evaluation does not guarantee an increase in salary, a promotion or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management.

In addition to these formal performance evaluations, the Company encourages employees and supervisors to discuss job performance on a frequent and ongoing basis.

2-14: Record Retention

LDR Home Care acknowledges its responsibility to preserve information relating to litigation, audits and investigations. Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against the Company and its employees and possible disciplinary action against responsible individuals (up to and including discharge of the employee). Each employee has an obligation to contact the CEO to inform them of potential or actual litigation, external audit, investigation or similar proceeding involving the Company that may have an impact on record retention protocols.

2-15: Job Postings

LDR Home Care is dedicated to assisting employees in managing their careers and reaching their professional goals through promotion. This policy outlines the on-line job posting program which is in place for all employees. To be eligible to apply for an open position, employees must meet the following requirements:

be a current, regular, full-time or part-time employee;

maintain a performance rating of satisfactory or above;

not be on conduct/performance-related probation or warning; meet the job qualifications listed on the job posting; and

provide their current manager with notice prior to applying for the position.

If employees find a position of interest on the job posting website and they meet the eligibility requirements, an application must be completed in order to be considered for the position. Not all positions are guaranteed to be posted. The Company reserves the right to seek applicants solely from outside sources or to post positions internally and externally simultaneously.

For more specific information about the program, please contact the Human Resources Department.

Section 3- Benefits

3-1: Benefits Overview

In addition to good working conditions and competitive pay, it is LDR Home Care's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

Employees will receive information about offered benefits and eligibility requirements with the onboarding packet.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from Human Resources. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this manual.

Further, LDR Home Care (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While the Company intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If employees have any questions regarding benefits, they should contact Human Resources.

3-2: Paid Holidays

LDR Home Care's Holidays:

New Year's Day

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees who work during a holiday will be compensated at the rate of one and one-half times (1.5) their normal hourly wage.

If the employee has any questions, they can reach out to their Supervisor.

3-3: Lactation Breaks



Nursing Mothers, Lactating Employees, and Pregnancy Accommodations employee notice

Minnesota's Nursing Mothers, Lactating Employees, and Pregnancy Accommodations law (Minnesota Statutes § 181.939) gives pregnant and lactating employees certain legal rights.

Pregnancy accommodations

Pregnant employees have the right to request and receive reasonable accommodations in the workplace. An employer must provide the following accommodations to a pregnant employee upon request, **without** asking for or requiring medical documentation such as a doctor's note: limits on lifting 20 pounds, access to seating, and more frequent or extended breaks to use the restroom and eat or drink water.

Pregnant employees have the right to request and receive additional reasonable accommodations which may include, but are not limited to, more frequent or longer breaks, seating, limits to heavy lifting, temporary transfer to another position, temporary leave of absence, or modification in work schedule or tasks. An employer cannot require an employee to take a leave or accept an accommodation.

Lactation breaks and space

Lactating employees have the right to reasonable paid break times to express milk at work unless they are expressing milk during a break that is not usually paid, such as a meal break. Employers should provide a clean, private and secure room that is not a bathroom near the work area that includes access to an electrical outlet for employees to express milk.

Retaliation prohibited

It is against the law for an employer to retaliate, or to take negative action, against a pregnant or lactating employee for exercising their rights under this law.

Employees who believe their rights have been violated under this law can contact the Minnesota Department of Labor and Industry's Labor Standards Division at dli.laborstandards@state.mn.us or 651-284-5075 for help. Employees also have the right to file a civil lawsuit for relief. For more information about this law, visit dli.mn.gov/newparents.

3-4: Workers' Compensation

On-the-job injuries are covered by LDR Home Care's Workers' Compensation Insurance Policy, which is provided at no cost. If employees are injured on the job, no matter how slightly, they should report the incident immediately to their supervisor. Failure to follow Company procedures may affect the ability of employees to receive Workers' Compensation benefits.

This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this manual for more information.

Workers' compensation

If you are injured

- Report any injury to your supervisor as soon as possible, no matter how minor it may appear. You may lose the right to workers' compensation benefits if you do not make a timely report of the injury to your employer. The time limit may be as short as 14 days.
- Provide your employer with as much information as possible about your injury.
- Get any necessary medical treatment as soon as possible. If you are not covered by a certified managed care organization (CMCO), you may treat with a doctor of your choice. Your employer must notify you in writing if you are covered by a CMCO.
- Cooperate with all requests for information concerning your claim.
- The law allows the workers' compensation insurer to obtain medical information related to your work injury without your authorization, but they must send you written notification when they request the information.
- The insurer cannot obtain other medical records unless you sign a written authorization.
- Get written confirmation from your doctor about any authorization to be off work. The note should be as specific as possible.

Workers' compensation pays for

- Medical care for your work injury, as long as it is reasonable and necessary.
- Wage-loss benefits for part of your lost income.
- Compensation for permanent damage to or loss of function of a body part.
- Vocational rehabilitation services if you cannot return to your pre-injury job or to your pre-injury employer due to your work injury.
- Benefits to your spouse and/or dependents if you die as a result of a work injury.

What the insurer must do

- The insurer must investigate your claim promptly. If you have been disabled for more than three calendar-days, the insurer must begin payment of benefits or send you a denial of liability within 14 days after your employer knew you were off work or had lost wages because of your claimed injury.
- If the insurer denies your claim for wage-loss benefits and you have been disabled for more than three calendar-days: The insurer will notify you and must start paying wage-loss benefits within the 14 days noted above. The insurer must pay benefits on time. Wage-loss benefits are paid at the same intervals as your work paychecks.
- If the insurer denies your claim for wage-loss benefits and you have been disabled for more than three calendar-days: The insurer will send notice to you within 14 days. The notice must clearly explain the facts and reasons why they believe your injury or illness did not result from your work or why the claimed wage-loss benefits are not related to your injury.
- If you disagree with the denial, talk with the insurance claims adjuster who is handling your claim. If you are not satisfied and still disagree with the denial, call the Minnesota Department of Labor and Industry's Workers' Compensation Hotline at 1-800-342-5354.

Fraud

Collecting workers' compensation benefits you are not entitled to is theft. Call 1-888-372-8366 to report workers' compensation fraud.

Insurer name and contact information

*SFM Mutual Insurance Company
PO Box 9416
Minneapolis, MN 55440-9416* *1-800-342-5354* *Fax: 952-838-2050*

**DEPARTMENT OF
LABOR AND INDUSTRY**

(651) 284-5032 • 1-800-342-5354 • dli.workcomp@state.mn.us • www.dli.mn.gov

Posting required by law in a location where employees can easily see this notice.

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3-5: Jury Duty

LDR Home Care realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required

absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

Employees on jury duty leave will be paid for their jury duty service in accordance with state law; however, exempt employees will be paid their full salary for any week in which time is missed due to jury duty if work is performed for the Company during such week.

3-6: Crime Victims Leave

Employees who are victims of a violent crime and are subpoenaed or requested by the prosecutor to attend court to give testimony may be granted reasonable time off from work without pay to attend criminal proceedings related to the victim's case. Employees who are a victim's spouse or immediate family member may be granted reasonable time off from work without pay to attend criminal proceedings related to the victim's case.

Employees must give 48 hours' advance notice of the request for time off under this policy, unless impracticable or an emergency prevents the employee from doing so.

Upon request, the employee must provide verification that supports the employee's reason for being absent from the workplace. All information related to the employee's leave under this section shall be kept confidential by the Company.

3-7: Voting Leave

In the event employees do not have sufficient time outside of working hours to vote in a statewide election, if required by state law, the employee may take off enough working time to vote. Such time will be paid if required by state law. This time should be taken at the beginning or end of the regular work schedule. Where possible, supervisors should be notified at least two (2) days prior to the voting day.

3-8: Insurance Programs

Full-time employees may participate in LDR Home Care's insurance programs. Under these plans, eligible employees will receive comprehensive health and other insurance coverage for themselves and their families, as well as other benefits.

Upon becoming eligible to participate in these plans, employees will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to contact Human Resources with any further questions.

3-8: Employee Referral Awards

LDR Home Care encourages all employees to refer qualified job applicants for available job openings. Other than managers in the line of authority and all Human Resources personnel, all employees are eligible to receive employee referral awards. When making referrals, instruct the applicant to list the employee's name on their employment application as the referral source. If the employee has questions, they can reach out to their Supervisor.

Section 4- Leaves of Absence

4-1: Personal Leave

If employees are ineligible for any other Company leave of absence, LDR Home Care, under certain circumstances, may grant a personal leave of absence without pay. A written request for a personal leave should be presented to management at least two (2) weeks before the anticipated start of the leave. If the leave is requested for medical reasons and employees are not eligible for leave under the federal Family and Medical Leave Act (FMLA) or any state leave law, medical certification also must be submitted. The request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as performance and attendance records. Normally, a leave of absence will be granted for a period of up to eight (8) weeks.

However a personal leave may be extended if, prior to the end of leave, employees submit a written request for an extension to management and the request is granted. During the leave, employees will not earn vacation, personal days or sick days. We will continue health insurance coverage during the leave if employees submit their share of the monthly premium payments to the Company in a timely manner, subject to the terms of the plan documents.

When the employee anticipates returning to work, he or she should notify management of the expected return date. This notification should be made at least one week before the end of the leave.

Upon completion of the personal leave of absence, the Company will attempt to return employees to their original job or a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by the Company will be considered a voluntary resignation of employment.

Personal leave runs concurrently with any Company-provided Short-Term Disability Leave of Absence.

4-2: Military Leave

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask management for further information about eligibility for Military Leave.

If employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law 22 (including travel). They should give management as much advance notice of their need for military leave as possible so that LDR Home Care can maintain proper coverage while employees are away.

4-3: Family Military Leave

Any employee who is the grandparent, parent, legal guardian, sibling, child, grandchild, spouse, fiancé or fiancée of a member of the United States armed forces who has been ordered into active service in support of a war or other national emergency ("mobilized service member") is eligible for an unpaid leave of absence of up to one (1) day per calendar year in order to attend a send-off or homecoming ceremony for the mobilized service member. Employees are asked to give LDR Home Care as much notice of their intent to take this leave as is practicable under the circumstances.

Additionally, any employee who is the parent, child, grandparent, sibling, or spouse of a member of the United States armed forces who has been injured or killed while engaged in active service is eligible for an unpaid leave of absence for up to 10 days. The employee must give the Company as much notice of intent to take this leave as is practicable. Any accrued paid time off that is used during this period will run concurrently with leave under this policy and will not extend the length of leave.

4-4: Bone Marrow Donation Leave

Employees who work 20 or more hours per week are entitled to up to 40 hours of paid leave for the purposes of donating bone marrow. Verification of donation and the length of necessary leave may be required by the Company. Reasonable notice of leave must be provided.

4-5: Organ Donation Leave

Employees who work 20 or more hours per week are entitled to up to 40 hours of paid leave for the purposes of donating an organ or partial organ to another person. Verification of donation and the length of leave needed may be required by the Company. Reasonable notice of leave must be provided.

4-6: Family and Medical Leave

Employees may be entitled to a leave of absence under the Family and Medical Leave Act ("FMLA") and/or the Minnesota Pregnancy & Parental Leave Act ("MPPLA"). This policy provides employees with information concerning FMLA and/or MPPLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA and/or MPPLA leave, they should contact Human Resources.

I. Eligibility

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," an employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

Special hours of service eligibility requirements apply to airline flight crew employees.

MPPLA is available to "MPPLA eligible employees." To be an "MPPLA eligible employee," an employee must: 1) have been employed by the Company for at least 12 months preceding the request for leave; 2) have worked at least half the full-time equivalent position for his/her job during the 12-month period immediately preceding the request for leave; and 3) have worked for an employer that has 21 or more employees at any single location.

II. Entitlements

The FMLA and MPPLA provide eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

A. Basic FMLA and MPPLA Leave Entitlement:

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on the calendar year. The MPPLA provides eligible employees up to 12 workweeks of unpaid leave for: (i) the birth or placement for adoption of a child; or (ii), if a female employee, for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions. MPPLA leave for the birth or adoption of a child may begin not more than 12 months after the birth or adoption, except that where the child must remain in the hospital longer than the mother, the leave may not

begin more than 12 months after the child leaves the hospital. It is the Company's policy to provide the greater leave benefit provided under the FMLA or MPPLA and to run leave concurrently under the FMLA and MPPLA whenever possible. Leave may be taken for any one, or for a combination, of the following reasons:

To care for the employee's child after birth, or placement for adoption (or foster care - FMLA only);

To care for the employee's spouse, son, daughter or parent (but not in-law) who has a **serious health condition** (FMLA only);

For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care, childbirth, or related health condition) that makes the employee unable to perform one or more of the essential functions of the employee's job (FMLA only except MPPLA, if a female employee, for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions) and/or

Because of any **qualifying exigency** arising out of the fact that an employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operations or Regular Armed Forces for deployment to a foreign country (FMLA only).

A **serious health condition** is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other 24 daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, incapacity due to pregnancy or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions,

caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

B. Additional Military Family Leave Entitlement (Injured Servicemember Leave) (FMLA only).

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A "**covered servicemember**" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." **Covered servicemembers** also include a veteran who is discharged or released from military service under conditions other than dishonorable at any time during the five year period preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

C. Intermittent Leave and Reduced Leave Schedules.

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees are also entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member, or the serious injury or illness of a covered servicemember. Leave due to qualifying exigencies may also be taken on an intermittent or reduced schedule basis.

D. No Work While on Leave.

The taking of another job while on FMLA/MPPLA leave or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by applicable law.

E. Protection of Group Health Insurance Benefits.

During FMLA/MPPLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work. However, if leave is solely under MPPLA, the employee may be required to pay the full health insurance premium during leave.

F. Restoration of Employment and Benefits.

At the end of FMLA/MPPLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury,

employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement and of their rights in such instances. Use of FMLA/MPPLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/MPPLA leave.

G. Notice of Eligibility for, and Designation of, FMLA Leave.

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA leave.

III. Employee FMLA/MPPLA Leave Obligations.

A. Provide Notice of the Need for Leave.

Employees who wish to take FMLA/MPPLA leave must timely notify the Company of their need for FMLA/MPPLA leave. The following describes the content and timing of such employee notices.

1. Content of Employee Notice.

To trigger FMLA leave protections, employees must inform Human Resources of the need for FMLA qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave to allow the Company to determine that the leave is FMLA-qualifying. For example, employees might explain that:

a medical condition renders them unable to perform the functions of their job;
they are pregnant or have been hospitalized overnight; they or a covered family member are under the continuing care of a health care provider;

the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status to a foreign country; or

if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the Company has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

2. Timing of Employee Notice

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

Employees must provide at least two weeks' advance notice of the need to take MPPLA leave. Employees who fail to give at least two weeks' notice without a reasonable excuse for the delay, or otherwise fail to satisfy MPPLA notice obligations, may have MPPLA leave delayed or denied, to the extent permitted by applicable law.

B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules.

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of an employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of an employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reasons why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave).

Depending on the nature of the FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally

are three types of FMLA medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The Company will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Company (through individuals other than an employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA leave if certifications are unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

2. Medical Recertifications

Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

3. Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Company medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees'

position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

D. Submit Certifications Supporting Need for Military Family Leave.

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the Company may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

E. Substitute Paid Leave for Unpaid FMLA and MPPLA Leave.

Employees must use any accrued paid time while taking unpaid FMLA and/or MPPLA leave.

The substitution of paid time for unpaid FMLA and/or MPPLA leave time does not extend the length of FMLA leave and the paid time will run concurrently with an employee's FMLA/MPPLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement.

Upon written request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits.

F. Pay Employee's Share of Health Insurance Premiums.

During FMLA/MPPLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. However, if leave is solely pursuant to MPPLA, the employee may be required to pay the full health insurance premium during leave. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA/MPPLA leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA/MPPLA leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Company upon leave.

The Company's obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

IV. Coordination of FMLA/MPPLA Leave with Other Leave Policies

The FMLA and MPPLA do not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights. However, whenever permissible by law, FMLA leave will run concurrently with MPPLA and any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/MPPLA leave is either not available or exhausted, please consult the Company's other leave policies in this manual or contact Human Resources.

V. Questions and/or Complaints about FMLA/MPPLA Leave.

If employees have questions regarding this FMLA/MPPLA policy, they should contact Human Resources. The Company is committed to complying with the FMLA/MPPLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA/MPPLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact Human Resources immediately. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the U.S. Department of Labor or may bring private lawsuits alleging FMLA violations.

4-7: Domestic Abuse or Harassment Leave

Employees are entitled to reasonable unpaid time off to obtain or attempt to obtain an order of protection and/or other relief from a court related to domestic abuse or harassment.

The employee who is absent from the workplace shall give 48 hours' advance notice to the Company except in cases of imminent danger to the health or safety of the employee or the employee's child, or unless impracticable.

Upon request, the employee must provide verification that supports the employee's reason for being absent from the workplace. All information related to the employee's leave pursuant to this section shall be kept confidential by the Company.

4-8: School Conferences and Activities Leave

LDR Home Care will provide employees with up to 16 hours of leave during any 12-month period to attend school conferences or school-related activities related to the employee's child (including

conferences related to a pre-kindergarten program or child care services), provided the conferences or school-related activities cannot be scheduled during nonwork hours. When leave cannot be scheduled during non-work hours and the need for leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Leave under this policy is unpaid. However, the employee may substitute accrued paid time off for leave under this policy.

4-9: Parenting Leave

Employees who have been employed by the Company for at least twelve (12) consecutive months immediately preceding a request for parental leave, who have worked for an average number of hours per week equal to one-half the full-time equivalent position in the employee's job classification and who are:

- a. a biological or adoptive parent in connection with the birth or adoption of a child; or
- b. a female employee for prenatal care, or incapacity due to pregnancy, childbirth or related health conditions

are eligible for an unpaid leave of absence of up to twelve (12) weeks. The leave must begin within twelve (12) months of the birth or adoption; however, in cases where the child must remain in the hospital longer than the mother, the leave must begin within twelve (12) months after the child leaves the hospital.

The leave must be requested at least two (2) weeks in advance of the requested leave start date, if possible. Parenting leave will be reduced by any period of paid disability leave, so that the total amount of leave does not exceed twelve weeks. Employees returning from a parenting leave are reinstated to the same or a comparable position at the same rate of pay they received when the leave commenced, in accordance with state law.

Parenting leaves should be discussed and arranged with your supervisor or a Company Leader as soon as practical.

Section 5- Standards of Conduct

5-1: Workplace Conduct

LDR Home Care endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in the Company's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

Obtaining employment on the basis of false or misleading information.

Stealing, removing or defacing LDR Home Care property or a co-worker's property, and/or disclosure of confidential information.

Completing another employee's time records.

Violation of safety rules and policies.

Violation of LDR Home Care's Drug and Alcohol-Free Workplace Policy.

Fighting, threatening or disrupting the work of others or other violations of LDR Home Care's Workplace Violence Policy.

Failure to follow lawful instructions of a supervisor.

Failure to perform assigned job duties.

Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.

Gambling on Company property.

Willful or careless destruction or damage to Company assets or to the equipment or possessions of another employee.

Wasting work materials.

Performing work of a personal nature during working time.

Violation of the Solicitation and Distribution Policy.

Violation of LDR Home Care's Harassment or Equal Employment Opportunity Policies.

Violation of the Communication and Computer Systems Policy.

Unsatisfactory job performance.

Any other violation of LDR Home Care policy.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and LDR Home Care reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The Company will deal with each situation individually and nothing in this manual should be construed as a promise of specific treatment in a given situation. However, LDR Home Care will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate the employee at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

5-2: Punctuality and Attendance

Employees are hired to perform important functions at LDR Home Care. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on fellow employees and Supervisors. We expect excellent attendance from all employees. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

We do recognize, however, there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to notify Supervisors as early as possible, but no later than the start of the work day. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Employees should call, stating the nature of the illness and its expected duration, for every day of absenteeism.

Unreported absences of three (3) consecutive work days generally will be considered a voluntary resignation of employment with the Company.

5-3: Use of Communications and Computer Systems

LDR Home Care's communication and computer systems are intended primarily for business purposes; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other Company policy. This includes the voice mail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to their use of the LDR Home Care systems.

LDR Home Care may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the Company deems it appropriate to do so. The reasons for which the Company may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during the employee's absence.

Further, LDR Home Care may review Internet usage to ensure that such use with Company property, or communications sent via the Internet with Company property, are appropriate. The reasons for which the Company may review employees' use of the Internet with Company property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during the employee's absence.

The Company may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The Company's policies prohibiting harassment, in their entirety, apply to the use of Company's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Further, since the Company's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

5-4: Use of Social Media

LDR Home Care respects the right of any employee to maintain a blog or web page or to participate in a social networking, Twitter or similar site, including but not limited to Facebook and LinkedIn. However, to protect Company interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not post on a blog or web page or participate on a social networking platform, such as Twitter or similar site, during work time or at any time with Company equipment or property.

All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms, such as Twitter, Facebook, LinkedIn or similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking site.

Whether the employees are posting something on their own blog, web page, social networking, Twitter or similar site or on someone else's, if the employee mentions the Company and also expresses either a political opinion or an opinion regarding the Company's actions that could pose an actual or potential conflict of interest with the Company, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her personal opinion and not the Company's position. This is necessary to preserve the Company's good will in the marketplace.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous or violent is forbidden. Company policies apply equally to employee social media usage.

LDR Home Care encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often 34

misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult

with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

5-5: Personal and Company-Provided Portable Communication Devices

LDR Home Care-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes, as permitted, the right to monitor personal communications as necessary.

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may subject to monitoring if sent through the Company's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a Company-provided or personal device, employees must comply with applicable Company guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a Company-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

Please note that whether employees use their personal PCD or a Company-issued device, the Company's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

5-6: Inspections

LDR Home Care reserves the right to require employees while on Company property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on Company or client property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to the Company or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

5-7: Smoking

Smoking, including the use of e-cigarettes, is prohibited on Company premises and in all Company vehicles.

5-8: Personal Visits and Telephone Calls

Disruptions during work time can lead to errors and delays. Therefore, personal telephone calls must be kept to a minimum, and only be made or received after working time, or during lunch or break time. 35

For safety and security reasons, employees are prohibited from having personal guests visit or accompanying them anywhere in LDR Home Care facilities other than the reception areas.

5-9: Solicitation and Distribution

To avoid distractions, solicitation by the employee of another employee is prohibited while either employee is on work time. "Work time" is defined as the time the employee is engaged, or should be engaged, in performing his/her work tasks for LDR Home Care. Solicitation of any kind by non-employees on Company premises is prohibited at all times.

Disruptions during work time can lead to errors and delays. Therefore, personal telephone calls must be kept to a minimum, and only be made or received after working time, or during lunch or break time. For safety and security reasons, employees are prohibited from having personal guests visit or accompanying them anywhere in LDR Home Care facilities other than the reception areas.

5-10: Confidential Company Information

During the course of work, employees may become aware of confidential information about LDR Home Care's business, including but not limited to information regarding Company finances, pricing, products and new product development, software and computer programs, marketing strategies, suppliers and customers and potential customers. Employees also may become aware of similar

confidential information belonging to the Company's clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to LDR Home Care's competitors. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of the Company may be subject to disciplinary action up to and including termination. Employees may be required to sign an agreement reiterating these obligations.

5-11: Conflict of Interest and Business Ethics

It is LDR Home Care's policy that all employees avoid any conflict between their personal interests and those of the Company. The purpose of this policy is to ensure that the Company's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the Company.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the Company, by any employee who is in a position to directly or indirectly influence either the Company's decision to do business, or the terms upon which business would be done with such organization;

holding any interest in an organization that competes with the Company;

being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the Company or which competes with the Company; and/or profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with the Company.

A conflict of interest would also exist when a member of the employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is the employee's responsibility to report any actual or potential conflict that may exist between the employee (and the employee's immediate family) and the Company.

5-12: Use of Facilities, Equipment and Property, Including Intellectual Property

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Employees should notify their supervisor if any equipment, machines, or tools appear to be damaged, defective or in need of repair. Prompt reporting of loss, damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Supervisors can

answer any questions about the employees' responsibility for maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use of the Company's intellectual property, such as audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge.

Further, the Company is not responsible for any damage to employees' personal belongings unless the employee's supervisor provided advance approval for the employee to bring the personal property to work.

5-13: Health and Safety

The health and safety of employees and others on Company property are of critical concern to LDR Home Care. The Company intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Company's premises, or in a product, facility, piece of equipment, process or business practice for which the Company is responsible should be brought to the attention of management immediately.

Periodically, the Company may issue rules and guidelines governing workplace safety and health. The Company may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident.

5-14: Hiring Relatives/Employee Relationships

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, LDR Home Care may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or discharged from employment, at the discretion of the Company. Accordingly, all parties to any type of intimate personal relationship must inform management.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The Company generally will attempt to identify other available positions, but if no alternate position is available, the Company retains the right to decide which employee will remain with the Company.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

5-15: Employee Dress and Personal Appearance

Employees are expected to report to work well groomed, clean, and dressed according to the requirements of their position. Some employees may be required to wear uniforms or safety equipment/clothing. Employees should contact their supervisor for specific information regarding acceptable attire for their position. If employees report to work dressed or groomed inappropriately, they may be prevented from working until they return to work well groomed and wearing the proper attire.

5-16: Publicity/Statements to the Media

All media inquiries regarding the position of the Company as to any issues must be referred to the CEO. Only the CEO is authorized to make or approve public statements on behalf of the Company. No employees, unless specifically designated by the CEO, are authorized to make those statements on behalf of Company. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the Company must first obtain approval from the CEO.

5-17: Operation of Vehicles

All employees authorized to drive Company-owned or leased vehicles or personal vehicles in conducting Company business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately.

Employees must have a valid driver's license in their possession while operating a vehicle off or on Company property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

Company-owned or leased vehicles may be used only as authorized by management.

Portable Communication Device Use While Driving

Employees who drive on Company business must abide by all state or local laws prohibiting or limiting portable communication device (PCD) use, including cell phones or personal digital assistants, while driving. Further, even if use is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employees are driving, and permitted by law, they must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a PCD while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

5-18: Business Expense Reimbursement

Employees will be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be approved by the employee's Supervisor, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to Human Resources along with the receipts in a timely manner. 39

Employees are expected to exercise restraint and good judgment when incurring expenses. Employees should contact their Supervisor in advance if they have any questions about whether an expense will be reimbursed.

5-19: References

LDR Home Care will respond to reference requests through Human Resources Department. The Company will provide general information concerning the employee such as date of hire, date of discharge, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to Human Resources Department.

Only Human Resources Department may provide references.

5-20: If You Must Leave Us

Should the employee decide to leave the Company, we ask that they provide a Supervisor with at least two (2) weeks advance notice of departure. (30 days for Supervisors.) Thoughtfulness will be appreciated. All Company, property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc., must be returned at separation. Employees also must return all of the Company's Confidential Information upon separation. Employees will not receive their final paycheck until all of the equipment is returned to the Company. To the extent permitted by law, employees will be required to repay the Company (through payroll deduction, if lawful) for any lost or damaged Company property. As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

5-21: A Few Closing Words

This manual is intended to give employees a broad summary of things they should know about LDR Home Care. The information in this manual is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this manual, LDR Home Care, in its sole discretion, may always amend, add to, delete from or modify the provisions of this manual and/or change its interpretation of any provision set forth in this manual. Employees should not hesitate to speak to management if they have any questions about the Company or its personnel policies and practices.

General Handbook Acknowledgement

This Employee Manual is an important document intended to help employees become acquainted with LDR Home Care. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the Company's operations may change, the contents of this Manual may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Manual.

I have received and read a copy of LDR Home Care's Employees Manual. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Company at any time.

I further understand that my employment is terminable at will, either by myself or the Company, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no representative of LDR Home Care other than the CEO may alter "at will" status and any such modification must be in a signed writing.

I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the Company's Employee Manual.

Employee's Printed Name: _____

Employee's Signature: _____

Position: DSP

Date: _____

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

Receipt of Non-Harassment Policy

It is LDR Home Care's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status,

physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by LDR Home Care.

The purpose of this policy is not to regulate our employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected

characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

Harassment Defined

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or emails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or

submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or

the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;

requests for sexual favors or demands for sexual favors in exchange for favorable treatment;

obscene or vulgar gestures, posters or comments;

sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;

propositions or suggestive or insulting comments of a sexual nature;

derogatory cartoons, posters and drawings;

sexually-explicit e-mails, text messages or voicemails;

uninvited touching of a sexual nature;
unwelcome sexually-related comments;
conversation about one's own or someone else's sex life;
conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
teasing or other conduct directed toward a person because of the person's gender.

Reporting Procedures

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to the Manager. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident

of what the employee perceives to be harassment, the employee should contact Human Resources. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

Investigation Procedures

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

Retaliation Prohibited

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

I have read and I understand LDR Home Care's Non-Harassment Policy.

Employee's Printed Name: _____

Employee's Signature: _____

Position: DSP

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.