



# Clinical Staff Employee Handbook

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**TABLE OF CONTENTS**

**INTRODUCTION ..... 7**

**DISCLAIMER ..... 8**

**ARBITRATION ..... 8**

**SECTION 1 ..... 9**

**WELCOME ..... 9**

    Right to Revise ..... 9

    Violation of Policies ..... 9

**Employment At-Will..... 9**

**Discrimination and Harassment Free Workplace..... 9**

    Definition ..... 9

    Non-Retaliation ..... 10

    Complaint Procedure ..... 10

**Equal Employment Opportunity..... 10**

**Disabilities..... 11**

**Immigration Law Compliance ..... 11**

**Employee Classifications..... 11**

    Exempt Employees..... 11

    Non-Exempt Employees ..... 11

    Temporary Employees..... 11

**Personal Appearance/Dress Code ..... 11**

**Employment Requirements and Procedures..... 11**

**Continuing Education ..... 12**

**TJC / OSHA Standards..... 12**

**Hospital Orientation Policy ..... 12**

**Identification Badges..... 12**

**PERFORMANCE REVIEWS..... 12**

**DISCIPLINARY ACTIONS AND STEPS..... 13**

    1. Verbal Warning..... 13

    2. Improved Performance Plan ..... 13

    3. Formal Disciplinary Action Plan..... 13

    4. Reasons for Termination ..... 13

**TERMINATION..... 13**

**Paydays and Pay Periods..... 14**

**Required Deductions from Pay..... 14**

**Salary/Wage Advances..... 14**

**Garnishment..... 14**

**SECTION 2..... 14**

<b>WAGE AND HOUR GUIDELINES</b> .....	<b>14</b>
<b>NON-EXEMPT EMPLOYEES</b> .....	<b>14</b>
<b>Rest Periods</b> .....	<b>14</b>
Lactation.....	14
Meal Periods.....	14
Time Clock and Time Cards.....	15
Overtime Pay .....	15
<b>SECTION 3</b> .....	<b>15</b>
<b>BENEFITS</b> .....	<b>15</b>
<b>California Paid Sick Leave/Healthy Workplace, Healthy Families Act</b> .....	<b>15</b>
Use .....	15
Pay .....	16
<i>Accrual Method</i> .....	16
Eligibility.....	16
Accrual .....	16
Carryover .....	16
<b>San Francisco City and County Paid Sick Leave</b> .....	<b>16</b>
Pay .....	16
Accrual Method .....	16
Eligibility.....	16
Accrual .....	16
Carryover .....	16
<b>Holidays</b> .....	<b>17</b>
<b>Healthcare Benefits</b> .....	<b>17</b>
<b>Other Insurance (Dental, Vision, Life Insurance, etc are Provided by Aflac.)</b> .....	<b>17</b>
<b>COBRA (Benefits Continuation)</b> .....	<b>17</b>
<b>State Disability Insurance</b> .....	<b>17</b>
<b>Unemployment Insurance</b> .....	<b>17</b>
<b>Social Security</b> .....	<b>17</b>
<b>Paid Family Leave Benefits</b> .....	<b>17</b>
<b>Employee Literacy Program</b> .....	<b>18</b>
<b>SECTION 4</b> .....	<b>18</b>
<b>LEAVE OF ABSENCE/TIME OFF</b> .....	<b>18</b>
<b>General Information</b> .....	<b>18</b>
Notice and Certification Requirements.....	18
Accrual of Benefits .....	18
Contributions Related to a Group Health Plan While on a Leave.....	18
Seniority during Leave .....	18
Job Reinstatement .....	18
<b>Jury Duty/Court Service</b> .....	<b>18</b>
<b>Military Service</b> .....	<b>19</b>
<b>Voting Time Off</b> .....	<b>19</b>

School Suspension Leave ..... 19

On-the-Job Illness/Injury Related Leave of Absence ..... 19

Medical Leaves of Absence - non FMLA qualifying..... 19

Personal Leave of Absence ..... 19

Victims of Violent Crimes, Domestic Abuse or Sexual Assault..... 19

Emergency Duty Leave ..... 19

Pregnancy Disability Leave..... 19

Bone Marrow and Organ Donation Leave of Absence ..... 20

Civil Air Patrol Leave ..... 20

Time Off for Crime Victims..... 20

Military Spousal Leave ..... 21

Family School Partnership Leave ..... 21

Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA) Leave..... 21

**SECTION 5..... 22**

**INTEGRITY ..... 22**

Open Door Policy ..... 22

Conduct ..... 22

Scheduling Procedure ..... 22

Late Calls..... 22

Assignments ..... 22

Facility Cancellations..... 23

Employee Cancellations ..... 23

No Call / No Show ..... 23

Show Up Pay..... 23

Attendance ..... 23

**Drug Free Workplace Policy..... 23**

Reasonable Suspicion Testing ..... 24

Medical Marijuana ..... 24

Off-the-Job Conduct..... 24

Rehire Following Termination for Substance Abuse ..... 24

**Workplace Violence ..... 24**

**Confidential Information..... 24**

**Customer Relations..... 24**

**Conflicts of Interest ..... 24**

**No-Solicitation Rule ..... 25**

**Gifts and Tipping ..... 25**

**Use of Electronic Communication Devices and the Internet ..... 25**

Ownership of Systems and Data ..... 25

Software..... 25

Email Retention Policy ..... 25

Social Media.....	25
Personal Property/Inspections.....	26
Unauthorized Removal, Use or Possession of Company Property.....	26
Mobile Phones.....	26
Personal Business at Work.....	26
Dating in the Workplace/Consensual Relationships.....	26
Employment of Relatives.....	26
Outside Employment.....	26
<b>SECTION 6.....</b>	<b>26</b>
<b>ON THE JOB.....</b>	<b>26</b>
Promotions.....	26
Transfers/Shift Exchanges.....	26
Personal Information.....	27
Personnel Files.....	27
Leaving our Company.....	27
On-the-Job Illness/Injury/First Aid.....	27
Personal Vehicle Use.....	27
Visiting Our Clients/Jobsite Etiquette.....	27
<b>SECTION 7.....</b>	<b>27</b>
<b>GENERAL INFORMATION.....</b>	<b>27</b>
Bulletin Board.....	27
Safety.....	27
Packages.....	28
First Aid.....	28
Identity Theft.....	28
Visitors.....	28
Housekeeping.....	28
Parking.....	28
Smoking/Tobacco Use.....	28
<b>SECTION 8.....</b>	<b>28</b>
<b>ENVIRONMENTAL WORKPLACE.....</b>	<b>28</b>
General Information on Workplace Safety.....	28
Bloodborne Pathogens Standard.....	28
Exposure Control Plan.....	28
Compliance Methods.....	29

Uniform Maintenance .....	29
Hepatitis B Vaccination.....	29
Post-exposure Evaluation .....	29
Training.....	29
Records.....	29
<b>Hazard Communication Standard .....</b>	<b>29</b>
Hazard Communication Program .....	29
Labeling .....	29
Training.....	29
<b>Emergencies.....</b>	<b>30</b>
Building Safety .....	30
Evacuation .....	30
Medical Emergency.....	30
<b>ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK .....</b>	<b>31</b>

## INTRODUCTION

Registry Network, Inc. is a California based company and has been doing business since 1989. Offices are located in Carlsbad, Orinda, and Redlands, California. Registry Network, Inc. focuses on staffing specialty nurses, respiratory therapists and radiology technicians in acute care settings. Our goal is to provide comprehensive supplemental staffing to our clients and to assist them in assuring quality patient care. Client staffing needs are met on demand, through short and long term contracts or travel assignments.

### *OBJECTIVE*

We are committed to providing prompt, courteous and professional services to every client. Registry Network operates twenty-four hours a day, 365 days a year, allowing us to immediately respond to questions, concerns, and staffing needs. Our employees are a highly skilled group of healthcare professionals fully prepared by education and clinical experience to administer patient care within the scope of their certification and licensure. Each is thoroughly screened and evaluated through a stringent TJC (The Joint Commission) compliant pre-employment screening process.

## DISCLAIMER

The RNI *Clinical Staff Employee Handbook* is intended to supply you with the basic information to answer most questions about Registry Network, Inc.'s personnel policies. However, policies, practices, and benefits do change over time. Information may become outdated or may not apply to a particular segment of the operation. Registry Network, Inc. reserves the right to revise or terminate any policy, and reserves the right to administer all policies contained in the Employee Handbook and elsewhere, at its sole discretion, as it sees fit. The Company may, at its discretion, deviate from policies contained in the Employee Handbook. None of the information described in this Employee Handbook or elsewhere is a guarantee that conditions of employment may not change. As set forth below, your employment is at-will with Registry Network, Inc. No employee should rely on any oral statement of any management official that is at odds with information contained in this Employee Handbook. Any deviation from the policies in this Employee Handbook should be confirmed in writing, if the employee is to rely on it, and such written statement must be from an officer of the Company. All policies and procedures in this Employee Handbook supersede and replace all other policies and procedures of the Registry Network, Inc. in print.

## ARBITRATION

ANY CLAIM OF THE EMPLOYEE ARISING OUT OF OR RELATING TO HIS OR HER EMPLOYMENT WITH REGISTRY NETWORK, INC. SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT ON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS PARAGRAPH SHALL APPLY TO ANY CLAIM BY EMPLOYEE OF EMPLOYMENT DISCRIMINATION UNDER FEDERAL OR STATE LAW, AND THE EMPLOYEE HEREBY WAIVES THE RIGHT TO LITIGATE SUCH CLAIMS IN ANY FEDERAL OR STATE COURT.



## SECTION 1 WELCOME

Welcome – we are thrilled to have you join us! Registry Network, Inc. has been built through strong individual efforts, originality and desire on the part of those working in our company. We hope that you will find the conditions of your work pleasant. We also hope that our association and accomplishments together will be mutually satisfying and rewarding.

We are committed to teamwork and a desire for everyone working here to be successful. One way to ensure success is for you to thoroughly read and understand our handbook. This handbook is provided for your use as a ready reference and as a summary of our personnel policies, work rules and benefits. We have a great team and with you, we know it will be even better. If you have questions, please feel free to speak to your Supervisor or Human Resource representative.

### **Right to Revise**

Please understand that this handbook only highlights our policies, practices and benefits for your personal education and cannot therefore be construed as a legal document. Except for the employment at-will policy, we reserve the right to revise, delete or add to any and all policies, procedures, work rules or benefits stated in this handbook. All such revisions, deletions or additions must be in writing and must be signed by the President. No oral statements or representations can change or alter the provisions of this handbook. You will be informed when policies, procedures, work rules or benefits are revised. Please keep this handbook readily available and insert the updated material promptly so that it is current at all times.

### **Violation of Policies**

A violation of any policy whether or not detailed in this handbook will result in disciplinary action, up to and including termination.

Nothing in this handbook is intended to unlawfully restrict an employee's right to engage in any of the rights guaranteed to them by Section 7 of the National Labor Relations Act, including but not limited to, the right to engage in concerted protected activity for the purposes of their mutual aid and/or protection. Nothing in this Handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of Section 7 rights.

### **Employment At-Will**

It is the firm belief of RNI that the employment relationship should be entirely with mutual consent of both employer and employee. We further believes that neither party should continue in the relationship if, at any time, it no longer proves to be mutually advantageous or satisfying. Your employment is at-will, which means that employment may be terminated

with or without cause or notice at any time. Terms and conditions of employment – other than employment at-will – may be modified at our sole discretion. Other than the President, no one has the authority to make any agreement for employment other than for employment at-will or to make any agreement limiting our discretion to modify other terms and conditions of employment and this must be done in writing. No implied contract concerning any employment-related decision can be established by any other statement, conduct, policy or practice. Examples of terms and conditions of employment include: termination, promotion, demotion, transfers, hiring decisions, compensation, benefits and discipline.

Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of his or her employment.

### **Discrimination and Harassment Free Workplace**

We have a strict policy against discrimination and harassment of any type and our goal is to provide a work environment free from harassment. Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting, such as during business trips, business meetings and business-related social events. This policy covers harassment of any employee, unpaid intern, volunteer, applicant, contractor, or any person who has a business, service or a professional relationship with us. Employees should immediately report any incidents of harassment, discrimination, Workers Compensation abuse, potential workplace violence situations or any workplace ethic violations by contacting your Supervisor. This includes harassment based on race, color, religion, national origin, age, medical condition, disability, marital status, sex (including sexual harassment), sexual orientation, ancestry, genetic information, gender, gender identity, gender expression, military and/or veteran status, or any other characteristic or activity protected by law. Although the following section addresses the sexual harassment issues of the policy, its reporting, investigation and disciplinary provisions also apply to all other forms of harassment as well as discrimination.

### **Definition**

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment, even if there are no tangible or economic job consequences.

The term “sexual harassment” includes many forms of offensive behavior. Here are some types of behaviors that may be violations of this policy:

- Making sexually suggestive comments, jokes, advances or offering employment benefits in exchange for sexual favors
- Teasing, bullying, making fun of or making derogatory remarks about someone’s age, race, sexual orientation, disability or gender.
- Posting, passing around or displaying sexually suggestive or obscene printed materials or objects
- Gender-based harassment including harassment by someone of the same sex as the victim

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, visual or physical conduct that denigrates or shows hostility or aversion toward an individual because of a characteristic or activity discussed in the first paragraph above that: (1) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (2) has the purpose or effect of unreasonably interfering with an individual’s work performance; or (3) otherwise adversely affects an individual’s employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail).

Sexual harassment is considered to be sex discrimination in violation of federal and state law.

Additionally, abusive conduct, defined as any conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer’s legitimate business interests will not be tolerated.

### **Non-Retaliation**

It also is prohibited for supervisors, managers and co-workers, as well as third parties such as vendors or customers, to retaliate against an employee because the employee has complained about harassment, discrimination, retaliation, abusive conduct, or participated in an investigation, proceeding or hearing based on such a complaint and is a serious violation of this policy.

### **Complaint Procedure**

All employees are responsible for creating and maintaining a positive work environment. If you believe you have been a victim of harassment, sexual harassment, discrimination, retaliation, or if you have witnessed harassment, sexual

harassment or discrimination that violates our policy, it is important that you take steps to address it immediately.

- First, if you are comfortable doing so, talk to the person whose behavior is bothering you and ask the person to stop.
- Next, if you are not comfortable speaking with that person, or if you asked them to stop and they have not, contact your Supervisor or any member of management or human resources.

A prompt, thorough and objective investigation of the complaint will be conducted by a qualified person. Documentation will be maintained to ensure reasonable progress. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Upon completion of the investigation, and where warranted, appropriate corrective action will be taken to eliminate the sexual harassment, harassment, retaliation, or discrimination. Corrective action may include, but is not limited to, training, counseling, reassignment and/or discipline. To the extent possible, the investigation of a complaint and any subsequent action taken in response to the complaint will proceed in an atmosphere of confidentiality. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action. Employees who have had a complaint should immediately make a further complaint should the harassment reoccur.

A complaint of sexual harassment may be filed within one year of the harassment with the California Department of Fair Employment and Housing (“DFEH”). The DFEH initially serves as a neutral fact-finder and attempts to help the parties voluntarily resolve the complaint. The DFEH can be contacted at (800) 884-1684; or for the hearing impaired, (TTY) (800) 700-2320; or visit the department’s website at [www.dfeh.ca.gov](http://www.dfeh.ca.gov). A complaint of sexual harassment also may be filed within 300 days of the harassment, with the Equal Employment Opportunity Commission (EEOC), reached by calling (800) 669-4000 or for the hearing impaired, (800) 669-6820. EEOC field office information is available at [www.eeoc.gov](http://www.eeoc.gov).

### **Equal Employment Opportunity**

We are an Equal Employment Opportunity employer. In order to provide equal opportunities to all individuals, employment decisions will be based on merit, qualifications, and abilities, not on any mental or physical disability. We comply with the law regarding reasonable accommodation for disabled employees and applicants.

We do not discriminate in employment opportunities or practices on the basis of any protected class, including: race; religion (all aspects of religious beliefs, observance or

practice, including religious dress and grooming practices); color; national origin; ancestry; physical disability; mental disability; medical condition (including cancer or a record or history of cancer); genetic information; sex (including pregnancy, childbirth, breastfeeding or related medical conditions); gender identity or expression; sexual orientation; marital status; registered domestic partner status; veteran status, current or prospective service in the uniformed services; age; or any other protected class under federal, state, or local law. Included in the definition of each protected category is the perception of membership in a protected category and an individual's association with an actual or perceived member of a protected category.

This policy governs all aspects of employment, including hiring, promotion, job assignment, compensation, discipline, access to benefits, training, termination or other aspects of employment.

If you have questions or concerns about any type of discrimination in the workplace you are encouraged to bring these issues to the attention of your Supervisor. You can raise concerns and make reports without fear of reprisal.

## Disabilities

The Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA) protect qualified employees with disabilities from discrimination in the workplace.

If you feel you may be disabled in any way, notify your supervisor in writing as soon as possible. Once you have notified us, we will make every effort to open up a dialogue with you in attempt to determine whether we can make a reasonable accommodation for your disability.

At no time will we discriminate, harass, or retaliate in any way against you for making your accommodation request.

## Immigration Law Compliance

We are committed to employing only individuals who are authorized to work in the United States. Each new employee must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. If you are a former employee who is rehired, you must also complete the form if you have not completed an I-9 within the past three years, or if your previous I-9 is no longer retained or valid. If you have questions or seek more information on immigration law issues you are encouraged to contact the United States Citizenship and Immigration Services (USCIS) at 1-800-375-5283.

## Employee Classifications

### Exempt Employees

Exempt employees receive a flat salary regardless of the hours they work per week and are not eligible for overtime.

### Non-Exempt Employees

Non-exempt employees are paid for all hours worked, are eligible for overtime and are subject to federal and state wage and hour requirements.

### Temporary Employees

Temporary employees are hired for a specific term or project and are not eligible for any benefits other than those required by law.

## Personal Appearance/Dress Code

You are expected to wear neat and clean Scrubs or Uniform.

At a minimum, work attire must not pose a safety hazard for the wearer or others, must not be overly distracting to the workforce, and must not contain offensive graphics or slogans. If you are determined to be inappropriately dressed you may be sent home, without pay, to change.

Hair is to be neat, clean and combed. Facial hair will be allowed provided it is well groomed.

Clean shoes – preferably polished.

Cosmetics, cologne, jewelry and accessories are suitable to the work place if used in moderation.

T-shirts, tight pants or sweaters, see-through clothing, shorts, midriff tops, halters, loungewear and clothing with decals are not to be worn.

No visible tattoos or body piercings, other than earrings, are permitted.

## Employment Requirements and Procedures

We may require that you have a physical examination at your expense to demonstrate abilities to perform essential job functions or as required by applicable laws or regulations.

Applicant must have:

1. 1 year of experience in the area they wish to work in.
2. Current License or Certification from the state they are working in.
3. Picture ID issued by DMV or other Government agency for appropriate identification. Drivers Licenses will be verified with the appropriate DMV.
4. Proof of residency for I-9 processing.
5. Current BLS card.
6. Specialty Applicants must also have current ACLS, NALS, PALS or NRP (etc.).

7. Current Physical Examination or Statement of Good Health within the last year. The Company reserves the right to request a physical examination of any employee at any time.
8. A negative PPD or QuantIFERON within the last year or CXR within the last four years along with an annual symptoms checklist. Some facilities require a negative PPD just prior to working in there facility for the first time.
9. Proof of Rubella, Rubeola and Mumps by titer or proof of 2 vaccinations.
10. Proof of having had Chicken Pox (Varicella) by titer or 2 vaccinations.
11. Negative 10 panel urine drug screen completed upon hire and annually. Some facilities may require it within 30 days of starting at facility.
12. Proof of Influenza immunization or declination if hired or working during the flu season.
13. Applicant will complete and sign an Application for employment, I-9, W-4, two Professional References, Skills Checklist, Testing, Hepatitis B questionnaire and Hepatitis B request/decline, Core Mandatories 1,2, and 3, Job Description, EEO form, Authorization to perform Criminal Background Investigation, and a Release of Records form.
14. After Completion of the above Applicant will be interviewed, license verified by the appropriate issuing board, professional references checked, background Investigation performed, and drug screen completed. Some facilities may require a background be rechecked if more than 30 days old when starting at there facility.
15. Applicant will be Oriented and given Photo ID Badge upon Satisfactory Completion of items listed above.
16. Employee will be placed on an introductory period for the first 30 shifts or 90 days whichever is completed first.

*All applicants will pass with a minimum score of 80% on all Prophecy Healthcare Competency exams or if acceptable to the client they have passed by using the Modified Angoff Score. Each applicant will take and pass Competency exams for every area they are qualified to work in.*

## Continuing Education

In order to meet each state boards regulatory guidelines and to provide a safe working environment for employees, patients and customers of Registry Network, all employees are encouraged to attend continuing education programs throughout their licensure period. Registry Network encourages it's employee's to annually provide Registry Network with the classes/units they received. Additionally upon your licensure renewal you will provide Registry Network with a list of all the units obtained and a copy of your new license.

## TJC / OSHA Standards

We follow all guidelines as required in accordance with Joint Commission of Accredited Hospital Organizations and Occupational Safety and Health Association. All clinical staff are tested on an annual basis using Prophecy Healthcare's Core 1, Core 2, and Core 3 Mandatories.

## Hospital Orientation Policy

Orientations are designed to familiarize you with specific requirements, policies and procedures. All orientations are scheduled through our offices. Prepare for orientation by dressing in a professional manner as if working a regular shift. Take a time slip with you and fill it out completely and write orientation on it. You will be paid for your orientation hours at ½ the regular scheduled rate and after completing five shifts at that specific facility you will receive the rest of the regular wage. However if the facility is paying for the orientation you will be paid as a day of regular work.

## Identification Badges

You are required to wear your ID badge at all times when you are on duty. If you don't have a badge, please stop by the office for a replacement badge. Always remember to also bring a picture ID with you to all assignments as well.

## PERFORMANCE REVIEWS

Performance reviews / evaluations at Registry Network, Inc. are done on an annual basis. Each evaluation will be prepared by your supervisor, reviewed and signed by Human Resources. These will be discussed in a private meeting or telephone call between you and your supervisor.

- **Annual Review**

Upon completion of each year of service you will receive an annual review. You will receive this review during the month of your Hire or Reactivation date.

The purpose of this review is to let you know how well you are performing your assigned job duties, to review areas where improvement may be needed and to discuss career development potential and possible opportunities.

## DISCIPLINARY ACTIONS AND STEPS

Each employee has an obligation to observe and follow the company's policies and to maintain proper standards of conduct at all times. If an individual's behavior interferes with the orderly and efficient operation of a department, corrective disciplinary measures will be taken.

Disciplinary actions may include an oral warning, written warning, and suspension and lastly discharge. The appropriate disciplinary action imposed will be determined by administration. Administration does not guarantee that one form of action will necessarily precede another.

The following is the procedure that your supervisor will use to correct unsatisfactory performances that do not warrant immediate discharge.

### 1. Verbal Warning

Verbal warnings are to be taken seriously as they may result in Termination. They will be documented and a copy placed in your personnel file.

### 2. Improved Performance Plan

The Improved Performance Plan is either a verbal or written plan to help you improve in those areas that are not satisfactory. The Improved Performance Plan may also be used to correct a specific violation of company policy within a specific time frame. It may be used in a verbal or written plan of action as long as the employee is aware of the expected outcome of the plan.

### 3. Formal Disciplinary Action Plan

The Formal Disciplinary Action Plan is a written formal document of continuous poor performance or continued violation of policy, or policies. A written plan of action will be prepared for you, and you will be placed on probation for a determined length of time. If you do not adhere to the disciplinary action plan you may be dismissed at any time during your probationary period. Three Formal Disciplinary Action Plan failures will result in termination.

### 4. Reasons for Termination.

Employee may be suspended for up to two weeks.

The following examples are of offenses that may be subject to immediate discharge without going through the progressive form of discipline. These are just some examples included but not limited to.

1. Mistreatment of any patient in any facility, including verbal or physical abuse. Such incidences will be reported to protective services and law enforcement officials. Registry Network Inc. will encourage prosecution to the fullest extent of the law.

2. Verbal abuse and or use of profane, indecent language or gestures toward employees, supervisors, management persons, and visitors.
3. Dishonest, disrespectful, or threatening behavior toward any fellow employee, supervisor, management persons, or visitors.
4. Not following the direction of a supervisor. (Unwillingness to perform work as requested or directed)
5. Fighting, arguing or other disruptive activity while on client facilities or Registry Network's property.
6. Violation of Drug and Alcohol Policy.
7. Stealing from the facility, employees, or Registry Network.
8. Falsification of time slips.
9. Falsification of any facility records, personnel information, or information on the operation of Registry Network or the facilities we serve.
10. Possession of a firearm, or other dangerous weapon on Registry Network's property or our clients' property.
11. Sleeping while on duty.
12. Starting, spreading, or listening to gossip, rumors, stories that may have an adverse effect on the employer or affect the morale and or performance of the staff or our client's.
13. Failure to show up for a scheduled shift without notification.
14. Failures to abide by policy regarding confidentiality of the patients you care for.
15. Harassment of any type.
16. Failure to observe and abide by Safety Rules, Infection Control Procedures, set by TJC / OSHA and our client facilities.
17. Any willful neglect or poor judgment in protecting the rights of the patient's you care for.
18. Leaving an assignment while on duty.
19. Deliberately damaging company or client property.
20. Willful waste of time.

## TERMINATION

At Registry Network, Inc. there are two types of terminations, voluntary and involuntary. They are defined below:

- **Voluntary Termination**

This occurs when you quit, resign or retire. Any employee who does not call in with availability for more than 3 months will be considered a voluntary termination.

- **Involuntary Termination**

This is separation from Registry Network, Inc. for cause. This can result from your misconduct, excessive cancellations, unsatisfactory job performance, and or any other reason, which is in the sole judgment of management, in the best interest of the company. If you commit an act that is considered detrimental to the safety and wellbeing of the company or another employee, commit an act that is considered to be unlawful, in the sole judgment of management, you will be terminated without notice and asked to leave the premises without delay.

### **Paydays and Pay Periods**

Our workweek is Sunday through Saturday. During weeks in which the regular payday falls on a holiday, all paychecks will be issued to you on the last regular workday preceding (or the first regular workday following) the holiday. Should we decide to change the payday schedule, you will be given no less than seven calendar days advance notice of the change.

You should notify your Supervisor if you have a question regarding the calculations of your paycheck; any corrections will be noted and will appear on the following check. If you wish to have someone else pick up your paycheck, you must give a written authorization to payroll each time.

You will be paid in full once every calendar week on Friday. The pay period will be the previous Sunday through Saturday.

You may select Direct Deposit or Global Cash Card as the two options of receiving your pay.

### **Required Deductions from Pay**

Deductions that are required by state and federal law to be withheld from your gross wages are; Federal Income Tax, Federal Social Security Tax (FICA), California State Income Tax, California State Disability Insurance, Medicare, Court Ordered Garnishment or any wage assignment, IRS or Franchise Tax Board Orders to Withhold.

### **Salary/Wage Advances**

As a practice, we do not grant salary advances. Exceptions to this policy will be made only under extreme circumstances.

### **Garnishment**

You are responsible for your own debts. Garnishments cause additional paperwork and added expense. We strongly encourage you to work out a financial problem before garnishment of wages become necessary. We may charge an administrative fee for each garnishment.

## **SECTION 2 WAGE AND HOUR GUIDELINES NON-EXEMPT EMPLOYEES**

The workday is a 24 hour period. Our workday begins at (12:00 a.m. and ends at 11:59 p.m). You will be paid for all hours worked. Pay for time worked will be computed from the time you sign/clock in for work until you are effectively released from duty and sign/clock out.

### **Rest Periods**

All nonexempt employees are also entitled to rest break periods during their workday. You are authorized and permitted one (1) 10-minute net rest break for every four (4) hours you work (or major fraction thereof, which is defined as any amount of time over two [2] hours). A rest break need not be authorized for employees whose total daily work time is less than three and one half (3.5) hours. Rest periods must be scheduled with the manager or supervisor. Be aware in a busy hospital setting breaks may occur when patient care is least impacted.

<b>NUMBER OF HOURS WORKED</b>	<b>NUMBER OF AUTHORIZED 10 MINUTE REST PERIODS</b>
Less than 3.5 hours	0
More than 3.5-6	1
More than 6-10	2
More than 10-14	3

You will not clock out and will be paid for all such break periods. You are not required to remain on the work premises during your rest break(s) but are expected to return to work promptly at the end of any rest break.

If you wish to take an authorized rest or meal period and believe you are unable to, you must speak with your Supervisor who will ensure that you get a rest or meal period.

### **Lactation**

If you desire to express breast milk for your infant child during the workday, you will be granted a reasonable amount of rest period time, to run concurrently if possible, with break time already provided. Time taken for this purpose that exceeds rest period time already provided will be unpaid.

### **Meal Periods**

Whenever you work more than five hours in any workday, you are authorized and permitted a minimum thirty minute unpaid, *uninterrupted*, duty-free meal period during which time you will be relieved of all duty and free to leave the premise. Your Supervisor may schedule such meal periods and post the schedule.

NUMBER OF HOURS WORKED	NUMBER OF AUTHORIZED MEAL PERIODS
Less than 5	0
More than 5-10	1
More than 10	2

The meal period should be taken prior to completing your fifth hour of work unless you are scheduled to work six hours or less, and we mutually agree in writing that the meal period may be waived.

When the nature of the work prevents you from being relieved of all duty during your meal period and when by written agreement an on-duty meal period is agreed to, you will be paid for your meal period.

You are also authorized and permitted a second unpaid, uninterrupted, duty-free meal period of thirty minutes whenever you work for a period of more than 10 hours in any workday. The second meal period should be taken prior to the beginning of your 11<sup>th</sup> hour of work, unless you are scheduled to work 12 hours or less, and we agree in writing not to take a second meal period.

**It is our policy that you take these authorized and permitted meal and rest periods.**

### Time Clock and Time Cards

You are required to accurately record all hours worked, meal periods, holidays, and sick time. The time clock is located in different places in different facilities. You will be informed of the location during your onboarding at each facility. All time cards must be properly completed, and you are responsible **only** for your own time card.

**You are not to begin work more than 5 minutes prior to the start of your shift or work beyond 5 minutes after the end of your shift without prior approval of your Supervisor.**

If you are working in a facility that uses a paper timecard, you must complete all columns and by signing it you attest that the hours recorded are accurate and are the total hours that you worked. You should not sign any timecard that is inaccurate and notify your Supervisor immediately if there are any changes. You may not change anyone else's time card or allow anyone else to manage your time card.

### Overtime Pay

You will be paid one-and-one-half times your regular rate of pay for all time worked in excess of eight hours, up to and including 12 hours, in any one workday, all time worked in excess of 40 regular hours in any one workweek, and for the first eight hours worked on the seventh consecutive workday in any one workweek.

You will be paid two times your regular rate of pay for all time worked in excess of 12 hours in any one workday, and for all time worked in excess of eight hours on the seventh consecutive workday in any one workweek. Hours paid, but not worked (i.e. vacation, sick leave, holiday), will not be considered hours worked for the purposes of calculating overtime.

You must have **prior** approval before working any overtime. In no event will overtime pay be duplicated or pyramided (i.e., no payment of a premium rate for the same hours worked more than once).

## SECTION 3 BENEFITS

We are pleased to provide the following benefits. If you are a part-time temporary employee, some benefits will be prorated. Computation will be based on your actual (hours/days/weeks/months) worked.

### California Paid Sick Leave/Healthy Workplace, Healthy Families Act

Beginning on July 1, 2015, all employees who work at least 30 days per year in California are eligible for paid sick leave under this policy. Employees may begin using paid sick leave on the 90<sup>th</sup> day after hire.

### Use

You will be entitled to use accrued sick days beginning on (upon accrual, on the 90<sup>th</sup> day of employment), after which you may use them as they are accrued. Any time taken for illness or injury before completing this period of continuous employment may be without pay.

Paid sick leave may be used in as little as two hour increments.

You may use up to a total of **three days (24 hours)** of paid sick leave per anniversary year.

You may use paid sick leave for the following purposes:

- Diagnosis, care, or treatment of an existing health condition of, or preventive care for, you or your family member.
- If you are a victim of domestic violence, sexual assault, or stalking,

“Family member” includes:

- A child, which means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom you stand in loco parentis. This definition of a child is applicable regardless of age or dependency status.
- The biological, adoptive, or foster parent, stepparent, or legal guardian of you or your spouse or registered domestic partner, or a person who stood in loco parentis when you were a minor child.
- Your spouse.
- Your registered domestic partner.
- Your grandparent.
- Your grandchild.
- Your sibling.

If the need for paid sick leave is foreseeable, you must provide reasonable advance notice to your Supervisor. If the need for paid sick leave is unforeseeable, you must provide notice to your Supervisor as soon as practicable but not less than 2 hours prior to your scheduled confirmed shift. Appointments should be scheduled either at the beginning or the end of your workday. If you become sick during the day, you must inform your Supervisor before you leave the facility.

Paid sick leave is available only for days on which you would have been scheduled/confirmed to work, but were unable to work because of one of the purposes described above.

Paid sick leave will be integrated with California State Disability Insurance (SDI) benefits and/or workers' compensation insurance benefits in such a way that the total sick leave benefits paid by the Company, and those you receive from SDI or workers' compensation insurance, will not exceed 100 percent of your regular weekly wage based on your regular straight-time hourly rate of pay.

## Pay

You will receive your regular hourly wage when using accrued Paid Sick Leave. If in the 90 days of employment before taking accrued paid sick leave you had different hourly pay rates, or you were a nonexempt salaried employee, then the rate of pay will be calculated by dividing your total wages, not including overtime premium pay, by your total hours worked in the full pay periods of the prior 90 days of employment.

## Accrual Method

Employees accrue sick leave from the commencement of employment at a rate of one (1) hour for every 30 hours worked, up to a maximum of 48 hours. Exempt employees' paid sick leave accrual will be based on a 40-hour workweek.

## Eligibility

All Employees who are regularly scheduled to work 30 hours per week employees are eligible for paid sick leave.

## Accrual

You accrue paid sick leave benefits beginning on (“your first day of employment” *or* “July 1, 2015 or your first day of employment, whichever is later”) and it is accrued at the rate of one (1) hour per every 30 hours worked. You may accrue up to a maximum of 48 hours of paid sick leave.

## Carryover

Accrued and unused paid sick leave is carried over to the following year.

Under no circumstances will unused paid sick leave be converted to cash or payment of any kind.

Accrued and unused sick leave is not paid out upon termination.

## San Francisco City and County Paid Sick Leave Policy

## Pay

You will receive your regular hourly wage when using accrued Paid Sick Leave. If in the 90 days of employment before taking accrued paid sick leave you had different hourly pay rates, you were paid a commission or piece rate, or you were a nonexempt salaried employee, then the rate of pay will be calculated by dividing your total wages, not including overtime premium pay, by your total hours worked in the full pay periods of the prior 90 days of employment.

## Accrual Method

Employees begin to accrue sick leave 90 days from the commencement of employment at a rate of one (1) hour for every 30 hours worked, up to a maximum of 72 hours. Exempt employees' paid sick leave accrual will be based on a 40-hour workweek.

## Eligibility

All Employees who are regularly scheduled to work 30 hours per week employees are eligible for paid sick leave.

## Accrual

You accrue paid sick leave benefits beginning on your 90<sup>th</sup> day of employment *or* February 5, 2007 and it is accrued at the rate of one hour per every 30 hours worked. You may accrue up to a maximum of 72 hours of paid sick leave.

## Carryover

Accrued and unused paid sick leave is carried over to the following year.



Paid sick leave has no cash value upon separation of employment or at any other time.

## Holidays

We recognize the following holidays:

HOLIDAY	OBSERVED
New Year's Day	January 1 <sup>st</sup>
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Thanksgiving	Fourth Thursday in November
Christmas Day	December 25 <sup>th</sup>

If you work on one of the above holidays you will be paid time-and-one-half your straight-time hourly rate of pay for all hours worked on the holiday.

## Healthcare Benefits

On the first of the month following 60 days of employment employees who work 30 hours or more may elect coverage in our group healthcare plan. Coverage will be effective on the (first of the month following election of coverage / during the month in which the 90<sup>th</sup> day of employment occurs **but no later than the 90<sup>th</sup> day**).

Your contribution will be paid through payroll deductions with a signed authorization. A full summary plan description is available from Human Resources.

## Other Insurance (Dental, Vision, Life Insurance, etc are Provided by Aflac.)

Employees regularly working 30 hours per week may be eligible to participate in our (dental, vision, life insurance, etc.) plan(s provided by Aflac). Your contribution will be paid through your personal checking or saving account to Aflac with a signed authorization. At your option, you may add your eligible dependents to the above- mentioned program with the premium being paid by you. Coverage starts the first day of the month following completion of 90 days of continuous employment. A full summary plan description is available from the Plan Provider.

## COBRA (Benefits Continuation)

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives you and your beneficiaries the opportunity to continue health insurance coverage under our health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment or death of an employee; a reduction in your hours or a leave of absence;

your divorce or legal separation; you become entitled to Medicare; or a dependent child no longer meets eligibility requirements.

Under COBRA, you or your beneficiary pays the full cost of coverage at our group rate plus an administration fee. You will receive a written notice describing rights granted under COBRA when you become eligible for coverage under our health insurance plan. The notice contains important information about your rights and obligations.

You are entitled to a certificate that will show evidence of your prior health coverage. Please contact your Supervisor or the health plan administrator for further information concerning the certificate.

Additional continuation coverage is available under California law for employees and qualified beneficiaries, which supplements COBRA continuation coverage. Written notice will be provided to you, if eligible, regarding important information about your rights and obligations.

## State Disability Insurance

You are covered under the State Disability Insurance Plan (SDI), which provides low-cost protection for loss of earnings due to non-work-related illness or accident. Benefits begin after the seventh day of illness or accident. It is funded by employee contributions, which state law requires to be withheld from your wages. The amount withheld is computed as a percentage of your gross wages, up to a maximum specified by the state.

## Unemployment Insurance

Unemployment insurance is provided at no cost to you through Company contributions. You are not eligible for unemployment insurance if you voluntarily quit without good cause or are terminated for misconduct connected with work.

## Social Security

You are covered under the provisions of the federal social security law (F.I.C.A.). We match the amount of deduction from your wages for social security taxes. For more details contact your local Social Security Office.

## Paid Family Leave Benefits

When you stop working or reduce your work hours to care for a family member who is seriously ill or to bond with a new child, you may be eligible to receive Paid Family Leave (PFL) benefits. The PFL program is administered by the California Employment Development Department (EDD). For information about PFL (eligibility, claim filing, etc.), contact the EDD service center at 1-877-BE-THERE. You are responsible for filing your claim for family leave insurance benefits and other forms promptly and accurately with the Employment Development Department. All eligibility and

benefit determinations are made by the Employment Development Department.

The Paid Family Leave Act does not provide a right to leave, job protection or return to work rights. Further, this policy does not provide additional time off; rather, family leave insurance may provide compensation during an approved leave pursuant to any organization provided leave.

### Employee Literacy Program

We will reasonably accommodate and assist any employee who reveals a problem of illiteracy and requests employer assistance in enrolling in an adult literacy education program, provided that this reasonable accommodation does not impose an undue hardship. An employee who reveals a problem of illiteracy and who satisfactorily performs his or her work shall not be subject to termination of employment because of the disclosure of illiteracy.

## SECTION 4 LEAVE OF ABSENCE/TIME OFF

### General Information

Leaves of absence are unpaid with the exception of Organ and Bone Marrow Donor leave. We may require you to use accrued paid time off to cover some or all of the leave in accordance with state and federal law. The use of paid time-off will not extend the length of the leave to which you are otherwise entitled. You may be eligible for state disability insurance during your leave, visit [www.edd.ca.gov](http://www.edd.ca.gov) for more information.

It is understood that you will not obtain other employment or apply for unemployment insurance while you are on a leave. Acceptance of other employment while on leave or failure to return on the day agreed without prior approval may be treated as a voluntary resignation.

### Notice and Certification Requirements

It is important to request any leave in writing as far in advance as possible, to keep in touch with your Supervisor during your leave and to give prompt notice if there is any change in your return date. In addition, you may be required to provide us with a certification from a health care provider both prior to the leave and before reinstatement. The certification should include:

- The date on which you become disabled or the date of the medical advisability for a transfer;
- The probable duration of the period(s) of the disability or the period(s) for the advisability of a transfer; and,

- A statement that, due to disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that a transfer is medically advisable

### Accrual of Benefits

You will not accrue any benefits (such as vacation, sick leave, holidays, etc.) during an approved leave.

### Contributions Related to a Group Health Plan While on a Leave

We will maintain your group health insurance coverage while on a PDL, FMLA, CFRA or Organ Donation leave if such insurance was provided before the leave was taken and on the same terms as if you had continued to work. In some instances, we may recover premiums we paid to maintain your health coverage if you fail to return to work following the leave.

We will not compensate, nor make any contributions to the Group Health Plan for you while on a personal medical (non FMLA) or worker's compensation (non FMLA) leave. You have the option to continue your present health insurance coverage under COBRA guidelines. You will be responsible for the premium plus an administrative fee. It is your responsibility to make timely payments or you may be terminated from the plan.

### Seniority during Leave

You will not accrue seniority during your leave but you will not forfeit previously accrued seniority provided you return to work at the time designated in the approved leave request.

### Job Reinstatement

Upon submission of a medical certification that you are able to return to work, you will be reinstated in accordance with applicable law. However, when you return from a leave you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if while on leave you would have been laid off had you not gone on leave, or if your position has been eliminated or filled in order to avoid undermining our ability to operate safely and efficiently during the leave, and there are no equivalent or comparable positions available, then you would not be entitled to reinstatement.

### Jury Duty/Court Service

If you receive a notice to report for jury duty please notify your Supervisor immediately. If you are a non-exempt employee and are called to serve on jury duty or to make a court appearance, this time will be without pay. Exempt employees will be paid in accordance with state and federal law.

You must show proof of jury service and the amount of jury pay to which you are entitled. On any day of jury service in which you are excused entirely or in sufficient time to permit you to return to work for a minimum of one-half your regular scheduled shift, you are required to report for work.

### **Military Service**

Leave without pay is provided to you when you enter military service of the armed forces of the United States or are in the armed forces reserves. You are afforded reemployment rights and retain full seniority benefits for all prior service upon reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 as well as any applicable state law.

### **Voting Time Off**

You may claim time off without loss of pay to vote at statewide elections if you do not have sufficient time outside of working hours to vote. See your Supervisor at least two working days prior to Election Day if time off for voting is required. No more than two hours of the time taken off for voting will be without loss of pay. The time off for voting will be only at the beginning or end of your regular work shift, whichever allows the most free time for voting and the least time off from your regular work shift.

### **School Suspension Leave**

If you are the parent or guardian of a child facing suspension from school and are summoned to the school to discuss the matter, you should notify your Supervisor as soon as possible before leaving work. No discriminatory action will be taken against you for taking time off for this purpose. We may require you to provide documentation of your need to attend a meeting at the school.

### **On-the-Job Illness/Injury Related Leave of Absence**

If you sustain work-related injuries or illness you must inform your Supervisor immediately. No matter how minor the on-the-job injury may appear, it is important that it be reported immediately. Reporting procedures are critical to qualify for payment of workers' compensation benefits.

We will grant a workers' compensation disability leave if you have an occupational illness or injury in accordance with state law. As an alternative, we will try to reasonably accommodate you with modified work, where such work would be appropriate and is available. If you are eligible for FMLA/CFRA leave then leave taken for workers' compensation will run concurrently with FMLA/CFRA leave.

Neither the Worker's Compensation insurer nor the Company will be responsible for payment of workers' compensation benefits for any injury that arises out of your voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the your work-related duties. Workers' compensation fraud is cause for immediate termination.

### **Medical Leaves of Absence - non FMLA qualifying**

You may be granted a leave of absence due to a personal illness, injury or other disabling condition. We reserve the right to approve or deny any request for such leave. Our operational needs, your reason for leave, your job performance, requested length of leave and length of employment will be considered in determining whether your request will be granted.

### **Personal Leave of Absence**

We will consider reasonable requests in writing for leave of absence for personal reasons, not to exceed 180 days if you have been regularly scheduled to work 30 hours per week for 2 continuous years of employment. You must give a minimum of 30 days' notice except in the case of an emergency.

We will reasonably accommodate an employee who wishes to participate in an alcohol or drug rehabilitation program. There will be a guarantee of a job upon the employee's timely return from the approved leave. If you are unable to perform your duties, or cannot perform the duties in a manner which would not endanger your health or safety or the health or safety of others, because of your current use of alcohol or drugs, you may be subject to discipline, without regard to your eligibility for a leave of absence.

### **Victims of Violent Crimes, Domestic Abuse or Sexual Assault**

We will not discriminate against you if you are a victim of crime if you take time off to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding. We will not discriminate against you if you are a victim of domestic violence or sexual assault for taking time off from work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety or welfare of you or your child.

### **Emergency Duty Leave**

If you are a volunteer firefighter, peace officer, an employee or member of a disaster response entity sponsored or requested by the state, please tell your Supervisor that you may have to take time off for emergency duty. When taking time off for emergency duty, tell your Supervisor before doing so when possible. You are also eligible for unpaid leave for required training.

### **Pregnancy Disability Leave**

If you are disabled due to pregnancy, childbirth, or related medical condition, you may take up to a maximum of four (4) months leave (or 88 workdays for a full-time (40 hours per week) employee per pregnancy). "Four months" means the number of days you would normally work within four calendar months (one-third of a year equaling 17-1/3

weeks), if the leave is taken continuously, following the date the pregnancy disability leave commences. If your schedule varies from month-to-month, a monthly average of the hours worked over the four months prior to the beginning of the leave shall be used for calculating your normal work month. A pregnancy disability leave does not need to be taken in one continuous period of time, but can be taken on an as needed basis.

Leave may include, but is not limited to, additional or more frequent breaks, time for prenatal or postnatal medical appointments, doctor-ordered bed rest, severe morning sickness, gestational diabetes, pregnancy-induced hypertension, preeclampsia, recovery from childbirth or loss or end of pregnancy, and/or post-partum depression. Leave may be taken consecutively or intermittently. The amount of leave needed is determined by your health care provider's recommendation.

At your option, you can use any accrued paid time off as part of your pregnancy disability leave before taking the remainder of your leave on an unpaid basis. The substitution of any paid leave will not extend the duration of your pregnancy disability leave.

Employees who are granted leaves for pregnancy will be returned to their same or similar position to the extent required by state law. Upon the advice of your health care provider, you may also be entitled to reasonable accommodation, to the extent required by law, for conditions related to pregnancy, childbirth or related medical conditions. You should promptly notify the Company of the need for a reasonable accommodation. In addition, a transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties may be available pursuant to your request, if such a transfer is medically advisable.

You must give the organization at least 30 days' advance notice if your need for pregnancy-related disability leave, reasonable accommodation, or transfer is foreseeable. Otherwise please give the Company notice as soon as is practicable if the need is an emergency or unforeseeable.

Prior to the start of the leave, the Company will require a written medical certification indicating that you are disabled because of pregnancy or that it is medically advisable for you to be transferred to a less strenuous or hazardous position or duties or otherwise to be reasonably accommodated. The certification should include an anticipated date when you will be able to return to your job or job duties. In the event your leave exceeds the anticipated date of return, it is your responsibility to provide further certification from your health care provider that you are unable to perform your job or job duties and the revised anticipated date of return.

Medical insurance and coverage will be continued on the same basis, including your requirement to make any premium contributions, as when you are actively employed.

### **Bone Marrow and Organ Donation Leave of Absence**

You will be eligible for up to 30 business days paid leave in any one-year period for organ donation and up to five business days paid leave for bone marrow donation. A 12-month period begins on the date of your first use bone marrow and organ donation leave. To qualify, you may be required to provide us with written verification of your status as an organ or bone marrow donor and the medical necessity for the donation.

Leave for organ or bone marrow donation will not be considered a break in your service for the purpose of salary adjustments, sick and vacation pay accrual, annual leave or seniority. We may require you to use up to five days of accrued sick or vacation/PTO for bone marrow donation leave and up to two weeks of such time for organ donation leave.

### **Civil Air Patrol Leave**

Volunteer members of the California Wing of the Civil Air Patrol may take up to 10 days of unpaid leave per year when you are called to respond to an emergency operational mission. To qualify for this leave you must be an employee for at least 90 days immediately preceding the commencement of the leave and you will be required to give us as much notice as possible of the intended leave dates.

### **Time Off for Crime Victims**

You may take time off from work, without fear of discrimination, if you, an immediate family member (spouse, registered domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather) are a victim of a violent or serious felony, or of felony theft or embezzlement.

Time off will be granted, if you are a victim of domestic violence or sexual assault and need to take time off from work to seek medical attention for injuries caused by the domestic violence or sexual assault, to obtain services from a domestic violence program, to obtain psychological counseling related to the domestic violence or sexual assault, or to participate in actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

Before you may be absent from work under this provision, you must provide a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, no disciplinary action will be taken against you if you, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from any of the following:

- The court or government agency setting the hearing.
- The district attorney or prosecuting attorney's office.

- The victim/witness office that is advocating on behalf of the victim.

You may use vacation, medical and/or other leave or other accrued time off if available.

### **Military Spousal Leave**

You may take up to 10 days of unpaid leave when your spouse is on leave from deployment during a period of military conflict. To qualify for this leave:

- Your spouse must be a member of the Armed Forces who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or a member of the National Guard or Reserves who has been ordered to active duty and deployed during a period of military conflict
- You must be employed for an average of 20 or more hours per week
- You must provide us with notice of your intent to take this leave within two business days of receiving official notice that your spouse will be on leave from deployment
- You must submit written documentation certifying your spouse will be on leave from deployment during the requested leave time

### **Family School Partnership Leave**

We encourage you to participate in the school activities of your child(ren). If you are the parent or guardian of children in kindergarten through grade 12, or a child care provider, you may take up to 40 hours per school year for the purpose of protected child-related activities. Please provide your Supervisor with as much advance notice as possible. This time will be without pay.

### **Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA) Leave**

We will grant family and medical leave in accordance with state and federal law in effect at the time the leave is granted. To be eligible for family and medical leave benefits, you must: (1) have worked for us for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months; and (3) work at a location where at least 50 employees are employed within 75 miles.

If eligible, you may receive up to a total of 12 workweeks of unpaid leave during a 12 month period. A 12-month period begins on (calendar year, employee's anniversary date, fiscal year, the date of your first use of federal family and medical leave). Successive 12-month periods commence on (calendar year, employee's anniversary date, fiscal year, the date of your first use of such leave after the preceding 12-month period has ended). Leave may be used for one or more of the following reasons:

- The birth or placement of a child for adoption or foster care
- To care for an immediate family member (spouse, registered domestic partner (CFRA), child or parent) with a serious health condition
- You are unable to work because of your own serious health condition
- For any qualifying exigency because the employee is the spouse, son, daughter, or parent of an individual on active military duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation
- An employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service member

Under some circumstances, you may take family and medical leave intermittently – which means taking leave in blocks of time - or by reducing your normal weekly or daily work schedule.

You may be granted family and medical leave for drug- or alcohol-related illness. We will reasonably accommodate you if you wish to participate in an alcohol or drug rehabilitation program. There will be a guarantee of a job upon your return from the leave. You may use any available paid time off to offset this leave without pay.

If you are pregnant, you may have the right to take a pregnancy disability leave in addition to a family and medical leave.

A leave taken due to a “qualifying exigency” related to military service must be supported by a certification of its necessity. A leave taken due to the need to care for a service member shall be supported by a certification by the service member's health care provider.

If your spouse works for us, you may take an aggregate of 26 workweeks of leave for Service member Family Leave or a combination of leave for the birth or placement of a child, a serious health condition of a parent, child, or spouse, to care for an injured Service member or for the employee's own serious health condition, and due to a family member's call to active duty. Spouses who do not qualify for the Service Member Family Leave may take a combined total of 12 workweeks of leave. Certain restrictions on these benefits may apply.

Should a leave or an extension be requested and granted providing for leave longer than 12 workweeks in any 12 month period, such leave or extension will generally not contain a guarantee of reinstatement to the same or an equivalent position. We will grant leaves and extensions in accordance with state and federal law in effect at the time the leave is granted. You will be advised at the time the

leave or extension is granted what conditions apply to that leave or extension.

## SECTION 5 INTEGRITY

### Open Door Policy

We are committed to open and honest communication in the workplace. We are interested in listening to your concerns, problems, and suggestions.

If you have a concern, you often will find the easiest and most effective way to find a solution is to have an honest discussion with your Supervisor. You should follow the usual reporting channels to find a solution, starting with your immediate Supervisor, Human Resource representative or management. If the nature of the matter is such that you would prefer not to discuss it with a particular person, you should discuss it with the next level of management without fear of reprisal. The objective is to maintain open and honest communication to help find a fair solution to your problems or concerns.

### Conduct

We place a high value on teamwork and ethical conduct. As a business, we follow the laws and regulations that govern us and as an employee, we expect you to do the same. You must conduct yourself in a manner that will not embarrass or discredit our good reputation. You are expected to give loyal and efficient service and your conduct on and off the job is a direct reflection of us. Because you represent us, the community's impression of you will often be their impression of our entire organization. In your relations with others, whether they are co-workers, patients or customers, you are asked to be courteous, tactful and fair.

Regardless of your classification, status or length of service, you are expected to meet and maintain our standards for job performance and behavior. Although there is no way to identify every possible violation of standards of conduct, the following is a partial list of infractions:

- Conduct which may endanger the wellbeing of any employee or other person on Company premises
- Falsifying any employment document, filing a false claim of worker's compensation or harassment
- Gambling, carrying weapons or explosives, or violating criminal laws
- Fighting, throwing objects, horseplay, practical jokes, or other
- Engaging in acts of dishonesty, fraud, theft, or sabotage.

- Posting harassing, threatening, slanderous or malicious posts on social media websites
- Threatening, intimidating, coercing, using abusive or vulgar language, or interfering with the performance of other employees
- Insubordination, refusal to comply with instructions, or failure to perform duties which are assigned
- Damaging, misusing, losing, or destroying Company property due to unauthorized use or careless and willful acts
- Performance which does not meet the requirements of the position, including excessive absences or tardiness
- Other circumstances that we determine warrants corrective action

**Violations of any Company policy may lead to discipline, up to and including termination.**

### Scheduling Procedure

We stay in constant communication with our facilities regarding their staffing needs. It is crucial that we know your availability in order to offer you the shifts that suit your schedule. We never schedule you without your consent, so when you are available please stay in touch with us.

All scheduling must be done through our office in order for you to be paid properly. We appreciate your being scheduled for additional shifts whenever you are in a facility, but you must notify a coordinator when that occurs. Coordinators are available 24 hours a day to accommodate you and our facilities. Scheduling yourself can cause potential errors in bookkeeping and payroll. You are responsible for contacting our office before working a self-scheduled shift.

Please do not call the facility directly or have the facility call you directly. Shifts you schedule yourself become your responsibility. Failure to notify Registry Network means we are not responsible for; 1) Payroll errors; 2) Late Cancellations; 3) Your being sent home after arrival to the facility due to errors on their schedule. We do encourage you to accept assignments from facilities but **DO NOT FORGET TO NOTIFY US!**

### Late Calls

A late call is any assignment where the employee has not been allowed appropriate time to arrive at the start of the shift. Registry Network, Inc. will document the time the employee accepts the assignment. You are allowed up to 1 hour to arrive at the assignment. If you arrive later than 1 hours, you will be paid from the time of arrival until the end of the shift.

### Assignments

When called, you will be asked to work at a particular facility. Generally, actual wings or floors are not specified. Once accepting the assignment you will be assigned to a wing or floor by the staffing office or supervisor at the facility. This assignment is based upon the hospital's needs. You will be expected to accept your area of assignment without exception.

Remember not to verbalize ill feeling regarding a particular area of assignment, the facility or its supervisory personnel.

### Facility Cancellations

Facilities cancel according to their needs. This is their option. Hospital staffing requirements are dictated daily by the current census. Cancellation time is 1 ½ to 2 hours before the shift at most facilities. When a facility cancels a shift, every effort will be made to contact you. If the agency is unable to reach you and you fail to check in to verify the status of the shift, you are not eligible for show-up time.

### Employee Cancellations

Cancellations must be kept to a minimum. We ask that you give us at least a 4-hour notice if you have to cancel. Last minute cancellations are limited to emergencies only. If you late cancel or no show for a shift you will be charged for the 4 hours that we get charged by the facility. If you cancel a guaranteed shift you will be charged for the full shift, as this shift would not have been cancelled by the facility. If you repeatedly cancel shifts, there are many adverse effects on the facility, the agency, and you. Since you have the opportunity of selecting your own schedule, we expect very few call-in cancellations. We strive to have a reputation for being dependable. Your reputation for cancellations will prevent facilities from feeling assured that their needs will be met, and therefore, will request that you not be assigned to their facility.

### No Call / No Show

There is no acceptable excuse for a No call / No show! You must call a coordinator when unable to keep an assignment. If you should have to cancel a shift, you must talk directly to our coordinators or the cancellation will not be valid. You may be penalized for failure to report for an assignment or failure to call in your absence at least 2 hours prior to the start of the shift. No Call / No Shows are grounds for immediate termination! Anyone who has been a no call or no show may be charged for the 4 hours we are charged by our clients. Again if you cancel a guaranteed shift you may be charged for the full shift.

### Show Up Pay

If notice is not given by the facility, and you show up for a scheduled shift, you may be eligible for two hours pay at your scheduled rate. Be sure to sign in on the sign in sheet or on your time slip, put canceled up arrival in the hour column and have the supervisor or staffer sign the slip. You must notify our office from the facility where the "Cancellation" occurred.

We will make every effort to offer you another assignment. Please note that you will be paid for eight hour if you accept another assignment. If you do not accept another assignment offered to you, you will not be paid any show up time.

### Attendance

We understand that there may be times when you cannot come in to work due to illness or an emergency. If you must be late or absent from work for a good reason, a previous arrangement with your Supervisor is required. If this is not possible, you must call the staffing coordinator at least 2 hours **prior** to the start of your workday. Always state the reason for your late arrival or absence and your expected date of return or when you expect to return to work.

If you fail to call in or show up for 3 consecutive days or on 5 separate instances, you will be considered to have voluntarily quit at the close of business on the 6th day, unless the reason for your absence is accepted by your Supervisor.

**Tardiness:** Any employee who is late 5 times in 6 months will receive a written warning notice.

If you are absent without prior notification and fail to call in by 2 hours, you will receive a written warning notice.

Three absences without notification will be considered a voluntary quit.

An absence or tardiness following 2 written warning notices in 6 months will result in immediate termination.

### Drug Free Workplace Policy

Use of alcohol or any controlled substance on the job adversely affects your work performance, efficiency, safety and health and the wellbeing of others. Our workforce and workplace must be free of illegal substances (any drug which (a) is not legally obtainable or (b) is legally obtainable but has not been legally obtained. The term includes prescribed drugs not legally obtained and prescribed drugs not being used for the prescribed purposes.) This requirement is based upon the fact that any measurable amount of an illegal drug may render the employee physically or mentally impaired. While we recognize your right to your own lifestyle, we will not accept the risk that on-the-job or off-the-job drug abuse by you may cause or contribute to accidents or other job performance problems.

Furthermore, the use or being under the influence of any legally obtained drugs by you while performing Company business or while in our client facility is prohibited when the use or influence may affect the safety of co-workers, members of the public, your job performance or the safe or efficient operation of the facility. If you feel or have been informed that the use of a legal drug may present a safety risk, you are to report such drug use to your Supervisor.

In order to provide you with some guidance concerning unacceptable behavior, we strictly prohibit the following:

- Possession, use, or working under the influence of alcohol and/or an illegal substance.
- Distribution, sale, dispensing, manufacture or purchase of illegal controlled substances or controlled substances used in an illegal way at the worksite.
- The use of, or working under the influence of, any controlled substance, including prescription drugs, if such use or influence may affect the safety of co-workers, members of the public, your job performance or the safe or efficient operation of our facility.

If you have chemical dependencies (alcohol or drugs) we will encourage you to seek treatment and/or rehabilitation. To this end, if you desire such assistance you should request a treatment or rehabilitation leave.

If you violate the above rules and standards of conduct we may bring the matter to the attention of appropriate law enforcement authorities.

### **Reasonable Suspicion Testing**

You will be tested for the presence of drugs and/or alcohol if reasonable suspicion exists to indicate that your ability to perform your work or to work safely may be impaired. Also, if there is reasonable suspicion of your possession, distribution, dispensing, manufacture of illegal drugs, or usage of alcohol or illegal drugs at the workplace, reasonable suspicion testing will be required.

If you fail the drug test and/or have alcohol present at the levels set forth by us or if you refuse or otherwise fail to comply with the required suspicion-based testing process you will be subject to immediate suspension followed by termination of employment.

Any drug test specimen that is diluted or with no temperature readings will be considered a failed drug test. A failed drug test will result in immediate suspension followed by termination of employment.

### **Medical Marijuana**

The possession of a Proposition 215 medical marijuana card will not insulate you from negative consequences for violating the provisions of this section.

### **Off-the-Job Conduct**

Based on the judgment of management regarding the circumstances of the case, you may be referred for treatment/rehabilitation rather than subjecting you to disciplinary action for violation of this policy.

### **Rehire Following Termination for Substance Abuse**

If your employment is terminated for violation of the policy, you may be considered for rehire after one year following termination and upon providing competent written medical opinion attesting to your full recovery from drug/alcohol abuse.

### **Workplace Violence**

We do not tolerate threats or acts of violence in the workplace and we are working to ensure that workplace security is an integral part of our Injury and Illness Prevention Program. This includes such things as physical violence and fighting, but also includes vulgar or abusive language, threatening, intimidating or coercive behavior aimed directly or indirectly at any employee or person doing business with us.

One thing that can be done is for all employees to treat each other in a considerate and respectful manner. You should feel free to report, without fear of retaliation, any condition that you believe poses a safety, health or security risk in the workplace. We will investigate such reports promptly and thoroughly and take appropriate corrective action to support this policy. We will consider any comments or jokes regarding threats of violence as serious, and deal with them as outlined above.

### **Confidential Information**

Our corporate policies, personnel records, procedures, manuals, customer lists and business records are assets. It is important that this information is kept **confidential** for Company use **only**.

It is understood and agreed between us that confidential Company or customer information is not to be disclosed to people outside of our Company, or to other employees who do not have a legitimate need to know without prior approval from your Supervisor.

### **Customer Relations**

Every contact with a customer (client/patient) shall result in a satisfied customer. They should always be treated with the highest standards of professionalism and courtesy, even if the individual does not reciprocate. Remember it is the customer who make us successful and will help us to continue to grow.

### **Conflicts of Interest**

You have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. Business dealings with outside firms should not result in unusual gain from those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks and other windfalls designed to ultimately benefit



you. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

An actual or potential conflict of interest occurs when you are in a position to influence a decision that may result in a personal gain for you or for a relative as a result of our business dealing. No presumption of guilt is created by the mere existence of a relationship with outside firms. However, if you have any influence on transactions involving purchases, contracts or leases, it is imperative that you disclose the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

### **No-Solicitation Rule**

Solicitation of any type by you during working time is prohibited. Distribution of literature of any type or description by you at work is prohibited.

Working time includes the working time of both the employee doing the soliciting and distributing and the employee to whom the soliciting or distribution is being directed. Working time does not include meal periods, rest periods or other specified periods during the workday when employees are not engaged in performing their work tasks.

Solicitation or distribution of literature by non-employees on our property is prohibited at all times. Any such incidents should be reported to Management immediately.

### **Gifts and Tipping**

Every customer is entitled to efficient and courteous service. Since such service is given impartially to all, tips or gratuities are not expected. Therefore, you are not allowed to accept tips or gifts of any kind from customers, patients or visitors.

### **Use of Electronic Communication Devices and the Internet**

We provide access to electronic communication devices, equipment, and technology, including, but not limited to, telephones, electronic mail, voice mail, computers and the internet. We may utilize surveillance equipment in the interior and exterior areas of our office buildings.

### **Ownership of Systems and Data**

All messages, materials, information and software created, transmitted, downloaded, received or stored on our computers or other electronic or telephone systems are our property. We reserve the right to monitor, retrieve and read any data composed, sent or received, utilizing our systems. You should be aware that, even when a message is erased or a website page is closed, it is still possible to recreate the message or locate the site. Messages on these systems are considered a business communication, and are not private employee communication. Furthermore, all communications, including text and images, may be

disclosed to law enforcement or other third parties without the prior consent of the sender or the receiver.

We reserve the right to monitor all Company computer and electronic equipment, including voice mail, electronic mail and Internet accounts. You should not consider Internet usage or voice and electronic communications on Company property to be private. All passwords must be made known to the appropriate representative so that we may access your system at any time, including when you are absent.

### **Software**

Any software or other material downloaded into computers may be used only in ways that are consistent with the licenses and copyrights of the vendors, authors, or owners of the material. Prior written authorization from us is required before introducing any software into the computer system. To prevent computer viruses from being transmitted through the system, you are not authorized to download any software into your computer or any driver - this includes any entertainment software or games. If you are interested in obtaining software from the Internet you should receive appropriate authorization from your Supervisor.

### **Email Retention Policy**

Email or instant message records should be treated like other business records when it comes to record retention schedules. Emails should not be stored for longer than necessary so that they do not unnecessarily utilize computer storage space. Consult our record retention guidelines or consult your Supervisor.

### **Social Media**

Surfing the web, checking personal social media sites, shopping online, or playing games for non-business related purposes on Company computers without prior approval is prohibited during work time.

Company communications and computer technology are designed and intended for work. Do not use any work related social media tools (blogs, LinkedIn account, Facebook, etc.) unless you have received training and approval to use these tools. Do not use social networking accounts to harass, threaten, libel, defame, or discriminate against co-workers, managers, customers, or anyone else. Posting of pictures or video that take place at a Company location or venue in uniform, or in any other way connected to the work environment should be approved by your Supervisor prior to posting.

At all times any electronic communications and social networking activities for work-related purposes must maintain and reflect our standards for professionalism. You must comply with all policies which cover confidential information and trade secrets. If you review or make a statement about a product that we are a producer or marketer for, or you receive compensation or free

merchandise for reviewing a product, the relationship must be disclosed.

### **Personal Property/Inspections**

To keep your valuable belongings safe, it is best to leave them at home and not bring them to work. Personal items, coats, purses, lunches, etc. may be stored in your desk or in a designated storage area. While you are on Company property, these items or any other personal property may need to be inspected because of safety, health, security or other concerns. If any of your personal items are missing due to theft or carelessness, we are not responsible.

### **Unauthorized Removal, Use or Possession of Company Property**

Company property includes, but is not limited to Company office equipment, documents and files. Company property may only be used on authorized jobs and may not be used by employees for personal purposes. At no time may an employee or friend/relative of an employee remove or keep in their personal possession any property without approval from the Owner/President/Manager. We reserve the right to notify the appropriate authorities with the names of the individuals involved in the unauthorized possession of Company property.

### **Mobile Phones**

The use of personal phones is prohibited during working hours unless you are on a designated rest or meal period. Your phone should be turned off and stored away from your work area at all times.

Except in the case of an emergency, you are prohibited from texting and are required to use a hands-free device when using a phone while operating a motor vehicle. Whenever feasible, you should safely pull off the road to use a phone.

Employees are prohibited from using the camera feature on their cell phone or wireless handheld device for non-business purposes.

Non-exempt employees must have prior approval before using their mobile phone for business purposes after regularly scheduled work hours. If you do utilize your cell phone or wireless handheld device for business after regularly scheduled work hours, you must report that work time to your Supervisor immediately.

### **Personal Business at Work**

Be sure to take care of your personal affairs when you are not at work. This includes receiving personal mail, cashing personal checks and using the telephone for personal reasons. You are permitted to use Company phones to place or receive brief personal calls while you are on the job as long as this practice does not become excessive.

### **Dating in the Workplace/Consensual Relationships**

We realize that social relationships may occur in the workplace. To ensure a relationship does not violate our harassment policy, employees who enter into such relationships must notify their Supervisor of the relationship and review the policy prohibiting harassment in the workplace. It is the responsibility of each party to ensure that they conduct themselves in a completely professional manner, will not engage in offensive work behavior, and that the social relationship will not adversely affect an employee's individual work performance.

### **Employment of Relatives**

You may not be placed into a position where you are the immediate supervisor, or have a direct or indirect line of authority over another family member. If you become related during employment, action may be taken so that there is no reporting relationship. Relatives include an employee's parent, child, spouse, registered domestic partner, sibling, in-laws and step relationships.

### **Outside Employment**

We have no objection to you holding another job as long as you effectively meet the performance standards for your job with us. We ask that you think seriously about the effects extra work may have on the limits of your endurance, your overall personal health and your effectiveness. We will hold all employees to the same standards of performance and scheduling demands and cannot make exceptions for employees who also hold outside jobs. You may not solicit any customer to perform any work, service, installation or repair of the type performed by our Company.

## **SECTION 6 ON THE JOB**

### **Promotions**

It is our policy, where possible, to promote qualified personnel from within. Open positions will be posted and may be open to the public as well. If you are promoted to a new position, you will be given up to thirty calendar days to demonstrate your ability and qualifications to satisfactorily perform the full duties required of the new position. If you do not perform satisfactorily within such time, you may be returned to the position you formerly held at the appropriate wage for the position you formerly held.

### **Transfers/Shift Exchanges**

You may request a transfer to another department and all requests will be processed on the basis of ability, qualification, length of service and our needs. If you wish to exchange shifts with a co-worker, you must obtain your Supervisor's approval in advance.

## Personal Information

It is your responsibility to immediately advise your Supervisor of any change in your personal status, such as your telephone number, address or name. It is important, and to your benefit, that this information be accurate and timely.

## Personnel Files

You may inspect your own personnel file on off-duty time and may take notes on any material contained therein. If you wish to inspect your file, please let your Supervisor know so an appointment may be scheduled. If you wish copies made of any document, a reasonable fee may be charged. Materials maintained in your personnel file will not be disclosed to anyone except upon prior written authorization from you, in compliance with a lawfully served subpoena or at the request of law enforcement agencies.

## Leaving our Company

We hope you will stay with us for a long time, but if you find it necessary to resign, you are requested to give advance notice of at least two weeks in writing indicating the last day of work and the reason for your resignation. This date will be considered the effective date of your resignation.

The final paycheck for employees who resign with at least 72 hours advance notice will be provided on their last day of work. Employees who do not give such notice will receive their paycheck within 72 hours of their resignation date.

Your final paycheck will be available for you to pick up at the office during normal business hours. If you request, and you have direct deposit, your final paycheck may be paid by direct deposit to your account on your final day. If you wish to have your final paycheck mailed to you, you must authorize the mailing as well as the address to which you want your final paycheck mailed, in writing.

An exit interview may be scheduled which will allow you to share your thoughts and experiences while working with us. Letters of reference generally will not be given to employees. Exceptions to this policy may occur only upon the written approval of management.

## On-the-Job Illness/Injury/First Aid

If you receive an injury while on the job or in the course of employment, **IMMEDIATELY** report to your Supervisor the following information; time of accident, location where the accident occurred, circumstances of the accident, description of the injury and any witness(es) to the accident.

Injuries that you may feel are minor at the time of the accident may develop further complications. Report all accidents to your Supervisor **IMMEDIATELY** for your protection.

You may elect, either at the time you are hired or later in your employment, to be treated by your own pre-designated personal physician in the event of an injury on the job. You must notify the Office Manager in writing prior to the date of an injury that this is your wish. "Personal physician" is defined as your regular primary care physician or surgeon who has directed medical treatment on previous occasions and who retains your medical records, and agrees to be pre-designated.

## Personal Vehicle Use

You will receive a reasonable mileage reimbursement whenever you are required to use your own vehicle to perform Company business. We will not pay for any fines or tickets you receive while driving on Company business. You should not have any passengers in the vehicle with you, unless you have approval.

In order to drive a vehicle for the Company, you must have proof of insurance, a valid driver's license, and maintain a safe driving record.

## Visiting Our Clients/Jobsite Etiquette

You are a representative of our Company and it is imperative that while performing your job duties at a client's site, that you always maintain a professional attitude. Be sure to always treat the client with the utmost respect and courtesy and notify your Supervisor if there are any issues or concerns regarding your client visit.

## SECTION 7 GENERAL INFORMATION

### Bulletin Board

We use a bulletin board to keep you up to date on policies, notices and events. You are responsible for keeping up to date by reading the bulletin board. Bulletin boards are not intended for the personal use of employees, and only authorized notices may be posted.

### Safety

To assist in providing a safe and healthy work environment for employees, customers and visitors, we have established an Injury and Illness Prevention Program. This program is a top priority and we have the responsibility of implementing, administering, monitoring and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

We provide information to employees about workplace safety, health and security issues through regular internal communication channels such as employee meetings, bulletin board postings, memos or other written communications.

You are expected to obey safety rules and to exercise caution in all work activities. Please immediately report any unsafe conditions to your Supervisor.

Normal business hours are from 8am to 4pm. If you work outside of our usual hours you must:

- Obtain prior permission from management.
- Lock doors that are unlocked when passing through to work area.
- Require identification and purpose from anyone requesting building access before unlocking door.

If you notice a suspicious person on the premises or observe any unusual, peculiar activities, you must immediately notify your Supervisor or the Operations Manager. There are designated areas which are restricted to authorized employees.

## Packages

It is not permissible to carry any packages into the facility unless there is an emergency, and the Supervisor has approved this action. All packages, handbags or containers brought into or taken out of the facility are subject to inspection.

## First Aid

A first aid kit is available for use in the event of minor injuries. It is located in various spots throughout the unit. Should an injury occur, use common sense and do not hesitate to use **911** in the case of an emergency. You should be familiar with the safety and first aid procedures.

## Identity Theft

In accordance with State and Federal law, we are committed to having an Identity Theft Prevention policy that identifies, detects and responds to patterns, practices or specific activities that could indicate identity theft.

## Visitors

Visits of a personal nature by former employees, members of your family or friends, are not permitted without prior arrangements being made with your Supervisor.

## Housekeeping

You are responsible for maintaining your individual work area in a clean, neat and functional manner. The eating of snacks or foods and drinking of liquids at workstations using computer terminals should be limited. Extra caution should be used in those areas in regards to preventing staples, paper clips and foreign materials from entering the keyboards. Lunch or break rooms are the responsibility of all employees and must be maintained in a presentable

manner. Guests may use those facilities and they should not be subjected to dirty dishes, food particles or spilled liquids.

## Parking

Please park in the designated area and avoid spaces reserved for clients, customers, guests, patients, disabled persons or visitors. Parking info will be provide during onboarding.

## Smoking/Tobacco Use

Smoking is prohibited in all areas of the buildings. Smoking is only permitted in designated smoking areas **outside** of the building. Additional breaks for the purpose of smoking or the use of tobacco products will not be provided to any employee.

# SECTION 8 ENVIRONMENTAL WORKPLACE

## General Information on Workplace Safety

Because we are concerned about the safety of our employees, we are dedicated to meeting OSHA standards for the healthcare workplace to the best of our abilities. Every employee is expected to contribute his or her finest efforts in making the workspace safe for employees and patients. Employees are encouraged to bring any concerns they may have about OSHA to management because safety is extremely important to this us.

## Bloodborne Pathogens Standard

Below are our policies on the basic requirements of OSHA's Bloodborne Pathogens Standard. For further information, please refer to the Exposure Control Plan.

## Exposure Control Plan

We have a written Exposure Control Plan on file that is accessible to employees by contacting your manager. It is reviewed and updated at least once a year or whenever changes are made in procedures that affect occupational exposure. The Exposure Control Plan covers the following topics:

- Which employees are covered by the Bloodborne Pathogens Standard;
- Methods and schedule for implementing the standards;
- Protocol for post-exposure evaluation and follow-up;
- Procedure for evaluating an exposure incident;
- Labels and color-coding for biohazard communication;

- Employee training; Initial, Annual (OSHA Review), Ongoing (staff memos, in-service sheets)
- Access and maintenance of medical and training records.

## Compliance Methods

During patient care, employees will use universal precautions to prevent contact with blood and saliva. The client facility will be maintained in a clean and sanitary condition.

## Uniform Maintenance

Employees will use appropriate personal protective equipment (PPE), such as gowns, masks, eyewear, and gloves. Protective clothing and equipment will be provided, cleaned, repaired, and disposed of by the client facility at no cost to employees. Reusable gowns worn as PPE should be changed when they become visibly soiled or be changed immediately if they are penetrated by blood or saliva. Used gowns should be removed before employees leave and placed in the designated container, marked with a biohazard symbol.

## Hepatitis B Vaccination

The Hepatitis B vaccination is made available at no cost to all employees with risk for occupational exposure. Wherever possible, the first dose will be administered within ten (10) working days of your assignment to a job that may involve occupational exposure. If you decline to be vaccinated, you must sign a copy of our informed declination form. If you were previously vaccinated, you will be asked to document that fact. This information will be kept in your confidential medical record.

## Post-exposure Evaluation

Any employee who has an exposure incident, such as a needle stick, must report it immediately to the client facility supervisor and RNI. We will arrange for a confidential post-exposure evaluation and follow-up services at no cost to the employee. The employee's blood will be collected and tested as soon as feasible to determine infectivity. The employee will be offered any medically indicated prophylaxis recommended by the U.S. Public Health Service. Within fifteen (15) days after the evaluation, the licensed health care professional who provides post-exposure evaluation and follow-up services will give the employer a written opinion stating that the exposed employee has been informed of the results of the evaluation and any medical conditions that may require further evaluation or treatment. The employee will be given a copy of the opinion, and the original will be kept in the confidential medical record.

## Training

We provide training during work hours and at no cost to employees with risk of occupational exposure, when the

employee starts work and annually thereafter. The training will cover such topics as the Bloodborne Pathogen Standards, symptoms of blood borne diseases, modes of transmission, and use of universal precautions and personal protective equipment.

## Records

We maintain accurate employee medical records. Records include the name and Social Security number of the employee, a copy of the employee's hepatitis B vaccination status, including the dates of all hepatitis B vaccinations and medical records relative to the employee's ability to receive vaccination. Records will also contain the results of examinations, medical testing and follow-up procedures relating to exposures. Records will be kept confidential and will not be disclosed or reported without the employee's expressed written consent to any person within or outside the workplace except as required by law.

## Hazard Communication Standard

Listed below are our policies on the basic requirements of OSHA's Hazard Communication Standard. For further information, please refer to the written Hazard Communication Program.

## Hazard Communication Program

A written Hazard Communication Program is on file and is available to employees upon request. Please contact your Manager when you wish to review it.

## Labeling

Products used in the Office have been labeled by the manufacturer to alert employees to hazardous chemicals in those products. Labels on covered products include the manufacturer's name and address, the identity of the hazardous chemical(s) and the appropriate hazard warning. If the product is transferred from the original container to a secondary one, and is to be used at a later time or by other workers, the secondary container must be labeled with information about the identity of the hazardous chemical(s). The appropriate hazard warnings must be transferred to the secondary container. Drugs and devices with FDA-approved labels are exempt from all requirements under this standard. Consumer products and drugs in solid, final form are exempt from OSHA requirements.

## Training

Employees with occupational exposure to hazardous chemicals receive training and information when they start employment and when changes in tasks or procedures occur or new hazardous chemicals are introduced. The training covers such topics as the Hazard Communication Standard, work operations involving hazardous chemicals in the workplace, and how employees can protect themselves against chemical hazards.

## Emergencies

Because we value employee safety, we have a written emergency action plan and a fire prevention plan on file.

Please contact our OSHA Compliance Manager to review them. Here is a summary of the procedures we use to protect employees and patients in case of an emergency.

### Building Safety

The building exit should remain unobstructed, easily unlocked and clearly marked. Building Management will be responsible for keeping the fire detection and alarm systems and fire extinguishers in proper working order. We have fire/smoke alarms and fire extinguishers mounted throughout the building.

### Evacuation

If a fire breaks out in the building, all employees and patients should exit the building quickly and safely. Do not try to fight the fire or stop to retrieve personal belongings. Once everyone has evacuated the building, you should gather at the parking lot or other designated area. Supervisor on duty will be responsible for making sure that all employees and patients are accounted for as well as reporting anyone missing to the fire officials. You will be allowed to return to the building as soon as the fire department has given permission to do so. Emergency evacuations for other reasons should follow the same procedure.

### Medical Emergency

In the case of serious medical emergency, employees should call **911**. Until trained medical personnel arrive, staff members should do what is necessary to make the person comfortable. Administer CPR or first aid if you are certified.

## ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK

If I am a nonexempt employee, I understand that I will be authorized and permitted to take an unpaid, duty-free meal period of no less than 30 minutes whenever I exceed five hours in a work day. The meal period should begin prior to completing my fifth hour of work unless I am scheduled to work six (6) hours or less, and we agree in writing that the meal period may be waived. I understand I am authorized and permitted a second unpaid, duty-free meal period of thirty minutes whenever I work for a period of more than 10 hours in any workday.

If I am a nonexempt employee, I also understand that I am authorized and permitted to take one, ten-minute paid rest break for every four hours worked or major fraction thereof. I further understand that the rest period should be taken as close to the middle of each work period as possible.

I understand that my employer is committed to fulfilling its obligations under the Americans with Disabilities Act and any applicable state or other laws prohibiting discrimination against qualified individuals with disabilities. As part of this commitment, I understand that my employer wishes to make reasonable accommodations for individuals with known physical or mental disabilities, consistent with its legal obligations to do so. My employer also invites all individuals with disabilities to participate in a good faith, interactive process and identify reasonable accommodations that can be made without imposing an undue hardship.

I understand my employer's desire to participate in an interactive process and make reasonable accommodations in order to comply with any applicable legal requirements. I agree to provide any information necessary to achieve this goal if I wish to receive accommodations now or in the future as a result of a physical or mental disability.

I also acknowledge that this *Employee Handbook* supersedes and replaces any other employee handbook or similar document that may have been previously distributed. I further acknowledge that my employment is at-will and is not for a specified period of time and can be terminated at any time for any or no reason, with or without cause or notice.

By my signature below, I acknowledge that I have received a copy of this *Employee Handbook*. I also acknowledge that I have read and understand the contents of the *Employee Handbook*, and I (check one) do  do not  want to discuss the handbook or any particular policies, benefits or procedures described in it with my Supervisor or another Company official.

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

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