



# **UNITED NURSING INTERNATIONAL 2018 EMPLOYEE HANDBOOK**

(California Employees)

It is your responsibility and obligation to understand this Handbook and its policies. If you cannot understand English, it is your obligation to have it translated. This Handbook contains an arbitration requirement for both you and the employer that waives your and the employer's right to a trial by jury.

Es su responsabilidad y obligación de comprender este manual y sus políticas. Si usted no puede entender inglés, es su obligación hacer que sea traducido. Este Manual contiene un requisito de arbitraje, tanto para usted y el empleador que renuncia a su derecho y el empleador a un juicio por jurado.

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# Introductory Policies

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## Introduction

Welcome to the United Nursing International (“UNI” or the “Company”) team! We look forward to working with you and assisting you in achieving exciting and rewarding career opportunities with UNI.

In any organization, it is necessary to have written policies, procedures and general rules of behavior to serve as guidelines for all. It is also important to know what the Company does for you. This Handbook explains what you may expect from the Company, as well as what will be expected of you. This Handbook replaces any and all earlier personnel handbooks, policies, procedures, benefit statements, rules, regulations, commitments, and Company practices, whether written, oral or established by practice. Individual written employment contracts may supersede some of the provisions of this Handbook.

This Handbook is designed to familiarize you with the Company's major policies and to answer common questions posed by employees. It cannot, however, anticipate every situation or answer every question about your employment. It is a summary of the Company's personnel policies, benefits and work rules. If you have any questions about the Company's policies and practices that are not answered by this Handbook, you should ask your Branch Manager.

Circumstances will obviously require that the policies, practices and benefits described in the Handbook change from time to time. The Company has the right to amend, modify, rescind, delete, supplement or add to the provisions of this Handbook as it deems appropriate from time to time in its sole and absolute discretion. The Company, however, may only make changes to this Handbook's Arbitration policy as are necessary to make the Arbitration policy enforceable under any federal, state, or local law or other applicable case law effective after this Handbook's initial dissemination to its workforce. Any such changes can be made only by way of official updates to this Handbook and/or by a writing signed by the Kal Barar.

In consideration for your employment with the Company and your eligibility for future increases in salary and benefits, you must agree (a) to become familiar with this Handbook's terms; and (b) if you do not understand any provision of the Handbook, you must discuss the provision with your Branch Manager within five (5) days from signing the Receipt and Acknowledgment.

## Mission Statement

UNI provides top quality healthcare professionals to all our client facilities and communities in a manner that ensures the delivery of safe, competent, efficient and effective patient care.

## Terms Of Employment

Due to the nature of the Company's business, its customers and other needs, the employment relationship is, and is intended to be, at will. This Handbook contains the entire agreement between you and the Company as to the duration of your employment and the circumstances under which your employment may be terminated. Nothing contained in this or any other materials generated by the Company or its employees, or any statement made by any employee of the Company, shall require the Company to have "just" or "good cause" to terminate the employment relationship or to change the terms and conditions of your employment. Notwithstanding any disciplinary procedures or Company rules or regulations, either you or the Company may terminate the employment relationship at any time, for any reason, with or without cause or prior notice. Further, the Company can demote, transfer, suspend or otherwise discipline an employee in its sole and absolute discretion. Nothing in this Handbook, or any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued or indefinite employment or employment for a specific term, in a specific position, or at a specific rate of pay.

Even if another provision in this Employee Handbook or any other document seems to provide for continued employment or an exception to this at-will rule, this provision for at-will employment shall control. Indeed, if necessary to ensure that at-will employment, without exception, controls the employment relationship, this provision will be considered to invalidate any such contrary term, provision or agreement. As such, there will be no agreement, express or implied, between you and the Company for any specific period of employment, for continuing or long-term employment, or for employment under certain conditions, unless it is in writing, signed by Kal Brar.



# Starting The Employment Relationship

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## Employment Applications

The Company relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented and gathered during the employment process. Any misrepresentation, falsification or material omission may result in the Company's exclusion of the applicant from further consideration for employment or, if the person has been hired, termination of employment.

## Physical Examinations

An applicant for employment may be required to take a job-related, pre-employment physical examination after receiving an offer of employment and before beginning his or her first day of work. In such a case, the offer of employment is contingent upon the applicant's successful completion of the physical examination.

The Company may require a blood test, urinalysis, or other drug/alcohol screening as part of the pre-employment physical examination. Although marijuana is now legal in California for personal use, it is still prohibited under federal law. Therefore, an applicant who tests positive for marijuana will not be hired. Consent to submit to such a test is required as a condition of employment and an applicant's refusal to consent shall result in the denial of employment.

Any physical examination required by the Company is provided by the Company at no cost to an applicant after an applicant has received a conditional offer of employment and all other terms of the conditional offer have been met.

## Reference Checks

To ensure that individuals joining the Company are well qualified and have the potential to be productive and successful, the Company will check the employment references of all applicants. Every offer of employment is contingent upon the appropriate completion of a reference check.

No references will be given concerning any present or past employee of the Company unless the Company has received a written request for such a reference. Only a Branch Manager may respond to a request for a reference. Such response will only confirm the dates of employment and position held, and will be in writing. If an employee has given written authorization, the Company will also provide information on the amount of salary or wages earned by the employee.

## Background Checks

The Company may require your consent to obtain criminal history (excluding juvenile criminal history), consumer credit and/or an investigative consumer reports ("consumer reports") after receiving an offer

of employment and before beginning your first day of work. An investigative consumer report may contain information regarding your character, general reputation, personal characteristics, or mode of living. In such a case, the offer of employment is contingent upon the content of the consumer report(s). The Company will use this information for employment purposes only and will not discriminate against you as provided by applicable federal or state laws.

Refusal to authorize the obtaining of consumer report(s) by the Company may be the basis for denial of employment. The contents of consumer report(s) may be the basis for denial of employment. You will be advised if the Company elects to take adverse employment action against you based in whole or in part on consumer report(s).

In addition, the Company verifies that applicants are not included in the Office of Inspector General's ("OIG") or the Excluded Parties List System (EPLS) databases of excluded providers.

## **License/Certification/Education Verification**

Applicants may be required to provide valid, original professional licenses to practice their profession in the state of assignment, Basic Cardiac Life Support ("BCLS") certification and any other professional certifications required for the practice of their specialty when specified in the written agreement between the Company and its clients. UNI conducts primary source verification of professional licenses in all states where the Company is employing the provider or offering placement for the provider, with the appropriate licensing bodies to verify issue date, expiration date, active status of a license, and to determine if a license has ever been suspended, revoked, restricted, reprimanded, sanctioned or disciplined. Any disciplinary action on a professional license can be terms for non-employment with the Company and falsification of any documentation will render an applicant completely ineligible for employment with the Company.

Positions that require a specific educational requirement and/or certification must have verification of such. Where education and licensure are required, but the license may not be obtained without meeting the education requirements, it is not necessary to confirm education, but only to verify the license. (Specific example would be an RN may not obtain state licensure or renewal without completion of an approved program or continuing education units, therefore only license verification would be required. If the position requires state licensure as an RN and a Master's degree, then both the licensure and education would need to be verified).

It is the employee's responsibility to maintain a current valid license. Failure to do so will result from removal from duties and discipline up to and including termination. Employees are required to immediately notify UNI if a license/certification is suspended or revoked prior to education.

## **Pre-Employment Skills and Competency Assessment**

To ensure that work is performed safely and efficiently in the hospital setting, all applicants are required to complete a competency self-assessment for every unit and specialty to which they will be assigned. All current competency assessment tools are maintained in your personnel file.

All applicants must also complete a competency examination for every specialty to which they would like to be assigned and receive a passing score of at least 80%.

## **Conviction Records**

To ensure that individuals joining the Company are suitable for the position that they will be filling, the Company may conduct a targeted screening of an applicant's record of criminal convictions after a conditional offer of employment has been made. Such a targeted screening will include, at least, a consideration of the nature and gravity of the crime, the time elapsed since the crime, and the nature of the job that the applicant will be filling. If the Company conducts a targeting screening and concludes that the applicant is not fit for a particular position, the applicant will be given notice that he or she has been screened out from consideration for the position because of past criminal convictions. The applicant will then be given an opportunity to demonstrate that he or she should not be excluded from consideration for the position due to the particular circumstances. The Company will consider the additional information provided by the applicant and make a determination as to whether the information warrants an exception to the exclusion and shows that the exclusion of the applicant is not job related and consistent with business necessity.

## **Social Security Verification**

The Company wants to ensure that all employees' Social Security contributions are properly being reported, so that employees can use that benefit in the future. To that end, the Company subscribes to the Social Security Number Verification Service provided by the United States Social Security Administration.

Consistent with that service, the Company will electronically verify with the government the Social Security numbers of all applicants who have received an offer of employment.

If, for some reason, the information you provided the Company does not match the Social Security Administration's records, the Company will provide you with the Social Security information that you provided the Company. The Company will also provide you with any notification issued by the Social Security Administration or the United States Department of Homeland Security containing any information specific to your E-Verify case or any tentative non-confirmation notice. You should check to see if this information matches the name and Social Security number on your Social Security card. If it does not match, please provide the Company with the exact information as it is shown on your Social Security card.

If the information above matches your card, please check with any local Social Security office to resolve the issue. You may go to [www.ssa.gov](http://www.ssa.gov) or call 1-800-772-1213 to find the office nearest you. In this circumstance, the Company will provide you with a reasonable amount of time to resolve the discrepancy. Failure to resolve the discrepancy may result in discipline, up to and including termination.

## **Immigration Law Compliance**

The Company is committed to full compliance with the federal immigration laws. Therefore, the Company is required to verify the identity and legal ability to work of all individuals before they can begin work. In keeping with this obligation, each applicant must produce documentation that shows his or her identity and legal authority to work. Each applicant must also attest to his or her legal authority to work and identity on an I-9 Form provided by the federal government. This verification form will be distributed by the Company and must be completed as soon as possible after an offer of employment is made. In no event can the form be completed and returned to the Company more than three (3) business days after an individual is hired.

If an employee has provided right-to-work documentation that has an expiration date, updated documentation must be given to the Company before this expiration date.

All offers of hire and continued employment are conditioned on furnishing satisfactory evidence of identity and legal authority to work in the United States.

The Company will not discriminate against or retaliate against a person who updates his or her personal information based on a lawful change of name, Social Security number or federal employment authorization document.

## **No Match Letters**

The Company has taken reasonable steps to ensure that it is only employing persons authorized to work in the United States. To that end, if the Company receives a "No Match" letter – a letter from the Social Security Administration advising the Company that an employee's name does not match their Social Security Number – the Company will take the following reasonable steps to ensure that this discrepancy is corrected.

Recognizing that mistakes are sometimes made, such as data entry errors or that employee names may change due to marriage, divorce, or other legal name change, the first step in this policy shall be for the Company to provide an affected employee with a copy of the Social Security Administration's "No Match" letter. The Company will request that the affected employee(s) verify that the name and number on the document matches his/her Social Security number and legal name. The Company will not and does not ask the employee to again produce his/her documents authorizing him/her to work in the United States. If a data entry error occurred, then the Company will correct the error.

However, if the issue is not a data entry error, the Company will provide the affected employee with 30 days to resolve any inaccuracy or discrepancy with the Social Security Administration.

The affected employee(s) will be required to present proof from the Social Security Administration that he/she has resolved the inaccuracy or discrepancy ("Proof"). The Company shall have the sole discretion to determine whether the Proof resolved the issue.

If an employee requires more than 30 days to obtain Proof that he/she has resolved the inaccuracy or discrepancy, the Company may – in its sole discretion – provide the employee with additional time. However, in no event will any employee be provided more than 60 total days from the date the employee receives the "No Match" letter to obtain Proof.

If an employee fails to provide Proof within the applicable time period, the Company will consider that it has constructive notice of the employee's failure to have a proper, matching Social Security number and is currently subjecting the Company to possible fines by the Internal Revenue Service because of the employee's failure to provide a matching Social Security number. The Company reserves the right to terminate any employee who cannot timely provide Proof.

Of course, nothing in this policy shall alter an employee's "at-will" status – even if the employee is currently attempting to obtain Proof.

## Equal Employment Policy

The Company is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available people in every job. Therefore, the Company does not discriminate, and does not permit its employees to discriminate against other employees, applicants or independent contractors because of race, color, religion, sex (including conditions related to pregnancy, childbirth or breastfeeding), sexual orientation, gender identity or expression, transgenderism, pregnancy, marital status, national origin, citizenship (including an individual who holds or presents a driver's license granted to a person unable to prove his or her presence in the United States as authorized under federal law, pursuant to Section 12801.9 of the California Vehicle Code), military and veteran status, ancestry, age (40 or over), physical or mental disability (an impairment that limits a major life activity), association with a disabled person, medical condition (cancer-related or genetic characteristic), genetic information (including, but not limited to information about an individual's genetic tests and the genetic tests of an individual's family members, information about the manifestation of a disease or disorder in an individual's family members, an individual's request for, or receipt of, genetic services, or the participation in clinical research that includes genetic services by the individual or a family member of the individual, and the genetic information of a fetus carried by an individual or by a pregnant woman who is a family member of the individual and the genetic information of any embryo legally held by the individual or family member using an assisted reproductive technology) or any other consideration made unlawful by applicable laws. Equal employment opportunity will be extended to all persons in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, compensation, benefits, discipline, layoff, recall and termination.

## Non-Harassment Policy

Harassment in employment, including sexual, racial and ethnic harassment, as well as any other harassment forbidden by law, including third party harassment, is strictly prohibited by the Company. Employees who violate this policy are subject to discipline, including possible termination.

Racial, ethnic and other forms of prohibited harassment include, but are not limited to:

- 1) Visual conduct, including displaying of derogatory objects or pictures, cartoons, or posters; or
- 2) Verbal conduct, including making or using derogatory comments, epithets, slurs, and jokes.

In addition, sexual harassment is defined by the regulations of the Fair Employment and Housing Commission as unwanted sexual advances, or visual, verbal or physical conduct of a sexual nature. However, sexually harassing conduct need not be motivated by sexual desire. Sexual harassment includes gender harassment and harassment on the basis of pregnancy, childbirth or related medical

conditions, and also includes sexual harassment of an employee of the same gender as the harasser. This includes, but is not limited to, the following types of offensive behavior:

- 1) Unwanted sexual advances;
- 2) Offering employment benefits in exchange for sexual favors;
- 3) Making or threatening reprisals after a negative response to sexual advances;
- 4) Visual conduct, including leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters;
- 5) Verbal conduct, including making or using derogatory comments, epithets, slurs, and jokes;
- 6) Verbal sexual advances or propositions;
- 7) Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations;
- 8) Physical conduct, including touching, assault, impeding or blocking movements; and
- 9) Using nicknames or terms of endearment with a racial or sexual connotation.

Examples of sexual harassment include (a) an employee being fired or denied a job or an employment benefit because the employee refused to grant sexual favors or because he or she complained about the harassment; (b) an employee reasonably quitting his or her job to escape harassment; or (c) an employee being exposed to a hostile work environment.

Managers and supervisors are prohibited from providing favorable treatment to employees with whom they are involved in a consensual sexual relationship.

## **Manager Training**

As part of the Company's commitment to provide a harassment free workplace, the Company provides and requires training for all managers and supervisors on sexual and all other forms of prohibited harassment. The training will also include the prevention of abusive conduct in the workplace. Training will take place at least every two (2) years. While it is nearly impossible to prevent all employee conflict in any business, we believe that training our management staff how to recognize and prevent harassment goes a long way to eliminating it in our workplace altogether.

## **Violations Of Law**

The Company is strongly committed to the concept of good business citizenship. We want to obey the law, and we expect our employees to do the same.

The Company will not retaliate against an employee who discloses, to any government or law enforcement agency, or to any person within the Company who has authority over the employee or who has the authority to investigate or correct the alleged violation, any conduct of the Company that the employee reasonably believes to be in violation of any federal, state or local law or regulation.

The Company will not retaliate against an employee who reports a violation of law committed by a fellow employee, whether or not related to the operations of the Company.

The Company will not retaliate against an employee who refuses to participate in an activity that would result in a violation of federal, state or local law or regulation (including, but not limited to disclosure of the Company's confidential trade secrets for the purpose reporting illegal conduct to government agencies).

The Company will not retaliate against an employee who is a family member of an employee who has or is perceived to have engaged in protected conduct or made a protected complaint.

## **Domestic Violence, Sexual Assault or Stalking**

The Company does not discriminate, and does not permit its employees to discriminate, against an employee because the employee is a victim of domestic violence, sexual assault, or stalking.

## **Investigation Procedure**

Regardless of whether the action occurred on or off Company premises, if you believe that you have been discriminated against or you have been harassed by a co-worker, supervisor, agent, vendor or customer; have witnessed possible discrimination and/or harassment; or if you believe that the Company or another employee has violated any applicable law in the conduct of the Company's business, you have a duty to immediately bring the incident(s) to the attention of your Branch Manager. Any supervisory or managerial employee who receives such a complaint must promptly report it to a Branch Manager.

The description of the incident(s) can be given verbally or in writing.

The matter will be thoroughly and timely investigated by impartial and qualified personnel, with confidentiality maintained to the extent possible. After reviewing the evidence, a determination will be made concerning whether reasonable grounds exist to believe that discrimination, harassment, retaliation, and/or a violation of law has occurred. It is the obligation of all employees to cooperate fully in the investigation process. The persons involved will be advised of the determination if appropriate.

The Company will take action to deter any future discrimination, harassment, retaliation and/or violation of law. The Company considers any discrimination, harassment, retaliation, and/or violation of law to be a serious offense which can result in disciplinary action for the offender, up to and including discharge. In addition, disciplinary action will be taken against any employee who attempts to discourage or



prevent another employee from bringing discrimination, harassment, retaliation and/or a violation of law to the attention of management.

The Company wants to assure all of its employees that measures will be undertaken to protect those who complain about discrimination, harassment, retaliation and/or a violation of law from any coercion, intimidation, or retaliation due to their reporting an incident or participating in an investigation or proceeding concerning such an incident. However, an employee who fabricates a claim of discrimination, harassment, retaliation, and/or a violation of law is subject to discipline, up to and including termination of employment.

If any employee believes that the above procedure has not resolved a complaint of discrimination, harassment, and/or retaliation, that employee may contact the California Department of Fair Employment and Housing (DFEH) at (800) 884-1684 to determine the location of the branch of the DFEH that is nearest to the employee to file a claim within one (1) year of the date that the discrimination, harassment, and/or retaliation occurred. The DFEH serves as a neutral fact-finder and will attempt to assist the parties to voluntarily resolve their dispute. In the event that the DFEH is unable to obtain voluntary resolution and finds that discrimination, harassment, and or retaliation has occurred, the DFEH may file a lawsuit on your behalf in Superior Court.

No action will be taken against any employee in any manner for filing a complaint with, or otherwise participating in an investigation or proceeding conducted by the DFEH with respect to discrimination, harassment, and/or retaliation.

## **Life-Threatening Diseases**

The Company is committed to keeping your work environment healthy and safe. Therefore if you or another employee has or contracts a life-threatening disease:

The Company will treat life-threatening diseases the same as any other disease in terms of all employee policies and benefits;

If you have or contract a life-threatening disease, you will be allowed to keep working as long as: (a) you can meet the Company's performance standards, with or without reasonable accommodation, and (b) your illness does not actually endanger the health or safety of other employees; and

You may not refuse to work because you are afraid of contracting a non-contagious life-threatening disease from a co-worker. Harassment or discrimination directed at an employee with a life-threatening disease is strictly prohibited. Employees who refuse to work with or who harass or discriminate against any employee with a life-threatening disease are subject to discipline, up to and including termination.

For purposes of this policy, "life-threatening disease" includes, but is not limited to, cancer, heart disease, AIDS, and other diseases of a severely degenerative nature.

An employee's medical history and other medical information are confidential. Disclosure of employee medical information is restricted to those situations where a manager or supervisor has a job-related reason to know it. Any employee who discloses another employee's medical information without proper authorization or who utilizes such information for an improper purpose will be subject to discipline, up to and including termination.

## Reasonable Accommodation

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The Company will not discriminate or retaliate against an employee for requesting an accommodation as set forth in this Section of the Handbook, even if the employee is ultimately deemed to be ineligible for the request for accommodation or the request for accommodation is denied.

### Disability Accommodation

The Company will make reasonable accommodations for the known physical or mental disabilities of an otherwise qualified applicant for employment or employee, unless undue hardship would result. Any applicant or employee who requires accommodation in order to perform the essential functions of a job should contact Kal Brar. The applicant or employee should advise the Company what accommodations he or she believes are needed in order to perform the job. Together with the applicant or employee, the Company will engage in an interactive process to determine effective, reasonable accommodations, if any. If such an accommodation is possible and will not impose undue hardship upon the Company, the Company will make the accommodation. The Company will not accommodate an employee if the accommodation would constitute a direct threat to the employee's safety or the safety of other employees. The Company is not required to accommodate an employee if the requested accommodation requires the use of medicinal marijuana.

The Company also reserves its right to require an employee to undergo a fitness-for-duty medical examination, at the Company's expense, if the Company believes or suspects that the employee may not be able to perform the essential duties of the job or may not be able to perform the essential duties of the job without risk of harm to him/herself or others. In such an instance, the Company will so advise the employee, in writing, of the need for the examination. Depending on the situation, the Company reserves the right to place the employee on administrative leave pending the results of the examination.

### Pregnancy Accommodation

A pregnant employee may request a reasonable accommodation upon presentation of a doctor's written certification attesting that the accommodation request is upon the doctor's advice. Such an accommodation may include, but is not limited to, a transfer to a less strenuous or hazardous position. If such a transfer can be reasonably accommodated, a pregnant employee will be transferred for the duration of the pregnancy. However, the Company will not undertake to create additional employment that the Company would not otherwise have created to meet its own business needs, nor will the Company be required to discharge any employee, transfer any employee with more seniority than the pregnant employee, or to promote any employee who is not qualified to perform the job. Upon transfer, an employee will receive the salary and benefits which are regularly provided to employees in the position to which the employee has transferred. Reasonable accommodation may also include an unpaid leave of absence beyond the 17 1/3 weeks of leave required by law.

## **Lactation Accommodation**

Employees who wish to express breast milk at work may request a reasonable accommodation to do so, which may include increased break time and privacy.

## **Victims of Domestic Violence, Sexual Assault or Stalking**

Upon presentation of appropriate documentation, an employee who is the victim of domestic violence, sexual assault or stalking may request a reasonable accommodation of his or her condition. Such an accommodation may include, but is not limited to, the implementation of safety measures, transfer or reassignment, modified schedule, or adjustment to the workplace.

# Communication And Problem Solving

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## Orientation

Each new employee will receive an introduction to the Company and an orientation to their particular job and department from their supervisor. Employees should pay close attention to the instructions they receive and ask questions if they do not understand something.

Different facilities require different forms of orientation. The Recruiter will explain required orientation to all employees prior to scheduling their first shift with a facility.

The following guidelines should be followed the first time you visit a facility:

- Arrive at least 5 minutes early for orientation (this may vary at each facility)
- Carry your photo ID as proof of identity when reporting for assignment
- Take your original nursing license and certifications with you
- Report to the appropriate supervisor
- It is expected that you will locate and comply with the facility policy and procedures manual, locate fire pulls, crash cart, med. room, linen cart and appropriate exists before your shift starts.
- Always dress in proper attire when working at a facility.

If you show up early and no one is available for orientation, take it upon yourself to utilize this time to become familiar with the floor layout and the location of vital items you may need in order to function effectively on your shift.

UNI attempts to provide a comprehensive and thorough pre-employment orientation and in-service training that reflects current compliance and promotes safe healthcare delivery.

## Discussion or Disclosure of Working Conditions

The Company will not discipline or retaliate against employees for disclosing their own wages, discussing their own wages, discussing the wages of other employees, asking about another employee's wages, or engaging in discussions regarding any other working conditions.

## Non-Fraternization

The Company desires to avoid misunderstandings, complaints of favoritism, possible claims of sexual harassment and the employee morale and dissension problems that can result from certain personal relationships between employees.

Accordingly, employees are prohibited from fraternizing or becoming romantically involved with each other when their personal relationships create an actual conflict of interest, cause disruption, create a

negative or unprofessional work environment, present problems regarding supervision, work performance, attitude, safety, security or morale, or cause other work-related problems.

All employees are strictly prohibited from becoming romantically involved with persons who report to them. If you become concerned about such a situation occurring, you should bring the circumstances to the attention of Human Resources immediately.

All employees should remember that the Company maintains a strict policy against unlawful harassment of any kind, including sexual harassment.

## **No Solicitation Policy**

To avoid interruption of your work and protect you from unnecessary annoyance, employees are not permitted to solicit other employees on working time for any purpose. Distribution of literature during working time is not permitted. Distribution of literature in working areas is prohibited at all times.

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

Persons who are not employed by the Company may not solicit or distribute literature on Company property at any time for any purpose.

## **Bulletin Board**

The Company maintains a bulletin board for the posting of legally required posters and notices, as well as information of general interest to employees. Employees are responsible for regularly reviewing the material on the bulletin board. Employees may not post personal notices on the bulletin board, nor should they remove any notice posted by the Company.

## **Open-Door Policy**

The Company is constantly striving to improve its policies, the services and products that it provides to its customers, and its relations with employees. You are encouraged to bring suggestions for improvements in any of these areas to the attention of your supervisor.

The Company is committed to maintaining a positive and pleasant environment in which to work, and believes in an open-door policy. You should see your supervisor with questions or problems relating to your job. You can also meet with any management representative without regard to his or her position in the Company.

While these procedures cannot result in every problem being resolved to your satisfaction, the Company values your input and you should feel free to raise issues of concern. The Company will listen to your concerns with respect and do its best to solve your problems.

## **Availability of UNI Office Staff**

The UNI offices are open Monday through Friday from 7:00 a.m. to 10:00 p.m. and Saturday and Sunday from 9:00 a.m. to 5:30 p.m., local standard time. On-call is Monday through Friday 10:00 p.m. to 7:00 a.m. and Saturday and Sunday from 5:30 p.m. to 9:00 a.m., local standard time, except Monday is back to regular 7:00 a.m. schedule. Outside of normal business hours and in the event of an emergency, please contact your local after-hours office. UNI's on-call staff will be available to assist you.

In the event of an emergency, natural disaster or other uncontrollable event, UNI will continue to provide service to you through our network from a location where phones and computers are functional. UNI will do everything possible to support you in meeting your needs during crisis situation(s). A copy of our Emergency Management Plan is available upon request.

**Any controversy, dispute or claim between any employee and the Company, or its officers, agents or other employees, with the exception of any claim made pursuant to the California Private Attorney General Act, shall be settled by binding arbitration, at the request of either party, provided however that employees and the Company may only bring claims against each other in their individual capacity and not as a class representative or class member in any purported class or representative proceeding. Arbitration shall be the exclusive method for resolving any dispute or claim covered by this section of the Handbook**, provided, however, that either party may request provisional relief from a court of competent jurisdiction, as provided in California Code of Civil Procedure Section 1281.8.

The arbitrability of any controversy, dispute or claim under this policy shall be determined by application of the substantive provisions of the Federal Arbitration Act (9 U.S.C. Sections 1 and 2) and by application of the procedural provisions of the California Arbitration Act. Even if the Company does not sign for its receipt or acknowledgement of this policy, the Company, like the employee, agrees to be bound by this policy and agrees to arbitrate all disputes with its employees or former employees.

The claims which are to be arbitrated under this policy include, but are not limited to, claims for breach of trade secret law, claims regarding breaches of confidentiality, violation of non-disclosure/non-solicitation provisions, embezzlement/conversion, employee theft, claims for wages and other compensation, claims for breach of contract (express or implied), claims for violation of public policy, wrongful termination, tort claims, claims for unlawful discrimination and/or harassment (including, but not limited to, race, religious creed, color, national origin, ancestry, physical disability, mental disability, gender identity or expression, medical condition, marital status, age, pregnancy, sex or sexual orientation ) to the extent allowed by law, and claims for violation of any of the federal, state, or other government law, statute, regulation, or ordinance, except for claims for workers' compensation, unemployment insurance benefits and petitions or charges that could be brought before the National Labor Relations Board.

The employee and the Company will select an arbitrator by mutual agreement. If the employee and the Company are unable to agree on a neutral arbitrator, either party may elect to obtain a list of arbitrators from the Judicial Arbitration and Mediation Service ("JAMS"). The rules for JAMS may be found online at <http://www.jamsadr.com/>.

The demand for arbitration must be in writing and must be made by the aggrieved party within the statute of limitations period provided under applicable California and/or federal law for the particular claim. Failure to make a written demand within the applicable statutory period constitutes a waiver to raise that claim in any forum. Arbitration proceedings will be held in the county where the employee primarily works.

The arbitrator shall apply applicable California and/or federal substantive law to determine issues of liability and damages regarding all claims to be arbitrated, and shall apply the California Evidence Code to the proceeding. The parties shall be entitled to conduct all discovery to which they would have been



entitled to had the parties' controversy been filed in a California Superior Court and the arbitrator shall have the power to limit such discovery pursuant to motions and protective orders under the same rules and limitations as if he/she were a California Superior Court judge. The arbitrator shall hear motions for summary disposition as provided in the California Code of Civil Procedure.

Unless otherwise specified in this arbitration policy, the arbitrator shall rely on the California Arbitration Act, Cal. Civ. Proc. Code § 1282 et seq., to conduct the arbitration and any pre-arbitration activities.

Within thirty (30) days following the hearing and the submission of the matter to the arbitrator, the arbitrator shall issue a written opinion and award which shall be signed and dated. The arbitrator's award shall decide all issues submitted by the parties, and the arbitrator may not decide any issue not submitted. The arbitrator shall prepare in writing and provide to the parties a decision and award which includes factual findings and the reasons upon which the decision is based. The arbitrator shall be permitted to award only those remedies in law or equity which are requested by the parties and allowed by law.

The decision of the arbitrator shall be binding and conclusive on the parties and cannot be reviewed for error of law or legal reasoning of any kind. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

The cost of the arbitrator and other incidental costs of arbitration that would not be incurred in a court proceeding shall be borne by the Company. The parties shall each bear their own costs and attorneys' fees in any arbitration proceeding, provided, however, that the arbitrator shall have the authority to require either party to pay the costs and attorneys' fees of the other party, as is permitted under federal or state law, as a part of any remedy that may be ordered.

**BOTH THE COMPANY AND EMPLOYEES UNDERSTAND THAT BY USING ARBITRATION TO RESOLVE DISPUTES THEY ARE GIVING UP ANY RIGHT THAT THEY MAY HAVE TO A JUDGE OR JURY TRIAL WITH REGARD TO ALL ISSUES CONCERNING EMPLOYMENT.**

If either party to this arbitration agreement files a lawsuit against the other in a court or administrative agency instead of requesting arbitration of the dispute, the party seeking to enforce this arbitration agreement can serve the suit-filing party with written notice of this arbitration agreement. If the party seeking to enforce the arbitration agreement provides this written notice, the party filing suit has five (5) days from the date of service (not extended for any time period, regardless of the manner of service) to personally serve a writing on the party seeking to enforce the arbitration agreement, agreeing to arbitrate the dispute. If the suit-filing party does not timely serve his/her/their agreement to arbitrate and the party seeking to enforce the arbitration agreement successfully compels the suit-filing party to arbitration, the party seeking to enforce this arbitration agreement shall be entitled to the reasonable attorneys' fees it incurred in enforcing this arbitration agreement.

Only Kal Brar may modify this policy in a signed writing and only as is necessary to make this policy enforceable under any federal, state, or local law or other applicable case law effective after this policy's initial dissemination to its workforce. Otherwise, no employee can modify this policy in any manner or enter into any agreement that is contrary to this policy. If any term, provision, covenant or condition of

this policy is held by a court of competent jurisdiction or an arbitrator to be invalid, void, or unenforceable, the remaining terms and provisions of this policy will remain in full force and effect and shall in no way be affected, impaired or invalidated.

# Confidentiality And Conflict Of Interest

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## Confidentiality And Non-Disclosure

The Company may provide and make available to you certain information regarding our business and our clients'/customers' business, including without limitation:

- various sales and marketing information;
- actual and potential customer and lead names, addresses, telephone numbers, and specific characteristics;
- mailing labels;
- franchise materials
- sales report forms;
- pending projects or proposals;
- methods of production (including quality control and packaging);
- business plans and projections, including new product, facility or expansion plans;
- pricing information (such as price lists, quotation guides, previous or outstanding quotations, equipment prices, or billing information);
- estimating programs and methodology;
- the techniques used in, approaches to, or results of any market research;
- advertising sources;
- salary information or employment contract language or terms relating to other employees (except for the employee's own salary information or employment contract language or terms);
- financial information of the Company or of our clients'/customers' companies;
- customer information reports; and
- mailing plans and programs;

Whether written or verbal, or contained on computer hardware or software, disk, tape, microfiche or other media ("Information"). This Information is of substantial value and highly confidential, is not known to the general public, is the subject of reasonable efforts to maintain its secrecy, constitutes the

professional and trade secrets of the Company or our clients/customers, and is being provided and disclosed to you solely for use in connection with your employment by the Company.

In consideration of your employment and receipt of the Information, you agree that you:

- 1) will regard and preserve the Information as highly confidential and the trade secrets of the Company or of our clients/customers;
- 2) will not disclose, or permit to be disclosed, any of the Information to any person or entity, absent written consent and approval from the Company;
- 3) will not photocopy or duplicate, and will not permit any person to photocopy or duplicate, any of the Information without the Company's written consent and approval;
- 4) will not make any use of Information for your own benefit or the benefit of any person or entity other than the Company; and
- 5) will return all Information to the Company immediately upon request for same.

Nothing in this policy alters the at-will nature of the employment relationship.

## **Conflict Of Interest**

An employee is required to avoid any conflict of interest during his or her employment by the Company. Any involvement that conflicts with an employee's duties or responsibilities or affects the employee's judgment in making a decision affecting the Company will be considered a conflict of interest. This includes any direct or indirect business, management or financial interest or activity, whether or not for compensation, in any business or entity that is a competitor, supplier or vendor of the Company.

Employees may engage in or have outside business or personal interests or activities that do not constitute a conflict of interest with their employment by the Company. The Company requires that these activities or interests do not adversely affect an employee's capacity to perform his or her functions or result in conflicting loyalties.

## **Off-Duty Conduct**

While the Company does not seek to interfere with your off-duty conduct, certain types of off-duty conduct may interfere with the Company's legitimate business interests.

Employees are expected to conduct their personal affairs in a manner that does not adversely affect the Company's integrity, reputation or credibility. Off-duty conduct that adversely affects the Company's legitimate business interests or an employee's ability to perform his or her work will not be tolerated and may result in discipline up to and including termination.

## **Outside Jobs**

The Company has no objections to you holding another job as long as you can effectively meet the performance standards for your position with the Company and disclose the second job(s) to Kal Brar. The Company asks that you think seriously about the effects that such extra work may have on the limits of your endurance, your overall personal health, and your effectiveness with the Company. The Company will hold all employees to the same standards of performance and scheduling demands and cannot make exceptions for employees who also hold outside jobs.

If the Company determines that an employee's outside job interferes with his or her performance or ability to meet the Company's requirements, the employee may be required to elect between terminating his or her outside employment or terminating his or her employment with the Company.

An employee may not, during employment with the Company, work for a competitor of the Company without the written approval of Kal Brar.

## **Personal Involvement**

Personal or romantic involvement with a competitor, customer, supplier or vendor may impair an employee's ability to exercise good judgment on behalf of the Company. An employee should immediately disclose any relationship of this type to his or her supervisor. The Company will determine if an actual conflict of interest exists. If a conflict is determined to exist, the Company will take whatever corrective action it deems to be appropriate.

## Employee Status

### Regular Full-Time Employees

Those employees who are hired to work on a regular basis for one hundred thirty (130) hours per month are deemed to be full-time. They are eligible for all Company-sponsored benefits.

### Regular Part-Time Employees

Those employees who are hired to work on a regular basis for less than one hundred thirty (130) hours per month are deemed to be part-time. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. They are eligible for Company-sponsored benefits only as provided in this Handbook.

### Non-Exempt Employees

Those employees who are subject to the provisions of federal and state law requiring the payment of overtime are deemed to be non-exempt.

### Exempt Employees

Those employees who are not subject to the provisions of federal and state law requiring the payment of overtime are deemed to be exempt. Exempt employees include salaried professional, executive and administrative employees whose monthly salary is no less than two times the state minimum wage for full time employment. Certain computer programmer personnel and sales employees may also be exempt.

You will be advised of your employee status at the time of hire, promotion or transfer. A change in circumstances (e.g., greater number of hours worked) will not result in a change of status to a position with greater benefits unless the employee is specifically notified of such a status change in writing. Since all employees are hired for an unspecified duration, assignment to any of these classifications does not guarantee employment for any specific length of time. Regardless of classification, employment is at the mutual consent of you and the Company. Accordingly, either you or the Company can terminate the employment relationship at will, at any time, with or without cause or notice.

### Independent Contractors

An independent contractor is any person who is classified by the Company as such, as evidenced by the Company's failure to withhold taxes from his or her compensation. Independent contractors are not

employees of the Company. Even if the person is later reclassified by an action of a court or administrative agency as an employee of the Company, he or she is not eligible for any Company-sponsored benefits on a retroactive basis.

# Hours Of Operation And Work Schedules

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## Business Hours

The Company's work week for Admin employees begins on Monday and ends at midnight the following Sunday. The Company's work week for Nurses begins on Sunday and ends at midnight on the following Saturday. The Company's work day begins at 12:01 A.M. and ends at midnight.

Exchanging work schedules with other employees is discouraged. However, if it is necessary to exchange schedules, notify your supervisor, who may authorize an exchange if possible. Work schedule changes will not be authorized for mere convenience or if the exchange will result in disruption or interference with normal operations or will result in excessive overtime.

Various factors, such as workloads, operational efficiency and staffing needs may require variations in your starting and quitting times, and total hours worked each day or each week. The Company reserves the right to assign you to jobs other than your usual assignments when required. In addition, you may be required to work overtime or hours other than those normally scheduled whenever necessary.

## Meal And Rest Periods

Non-exempt employees that work more than five hours are permitted and encouraged to take a one-half (½) hour fully relieved unpaid meal period. The Company will do nothing to dissuade or discourage an employee from taking a meal period. During the one-half (½) hour meal period you will be relieved of all duty. Employees are required record all meal periods taken on their time sheets

Your supervisor may adjust the start time of your meal period in order to accommodate operational and individual needs. However, the meal period must begin within five (5) hours of the start of your shift.

You are authorized and permitted to take one ten (10) minute break if you work between 3.5 hours and 6 hours during a shift, a second ten (10) minute breaks if you work between 6 and 10 hours during a shift and a third ten (10) minute breaks if you work between 10 and 14 hours during a shift. The timing of the rest periods should be in the middle of a four hour work period. For example, in the context of an eight (8) hour shift, the first rest break should be taken prior to the meal period and the second rest break should be taken after the meal period.

You may not add your rest breaks to your meal period so that you can take a longer meal period. You may not add your rest breaks together so that you can take a longer rest break. If for any reason you are not able to take your rest breaks or meal period, you must obtain a supervisor signature from a Client Manager for each applicable shift and to have the supervisor sign off their approval on the sign-in sheet in the nursing office within the same or next payroll period. It will otherwise be presumed that you have taken your rest breaks and meal periods.



Employees that work more than ten (10) hours and less than twelve (12) hours in a day are entitled to two fully relieved one-half (½) hour meal periods. Employees may waive the second meal period if the first meal period was not waived, but only if the waiver is in writing.

## **Minimum Wage**

The Company adheres to federal, state, and/or local minimum wage laws/ordinances.

## **Overtime**

A non-exempt employee must have prior, written approval from his or her supervisor before any overtime can be worked. Non-approved overtime will be paid, but it may result in discipline, up to and including termination.

Exempt employees may have to work hours beyond their normal schedule, but will not be paid overtime.

The Company will pay overtime at the rate of one and one-half (1½) times an employee's regular rate of pay to non-exempt employees for hours worked over forty (40) hours in a work week or eight (8) in a workday. In addition, the Company will pay one and one-half (1½) times an employee's regular rate of pay to non-exempt employees for the first eight (8) hours worked by the employee on his or her seventh (7<sup>th</sup>) consecutive day of work in a work week.

The Company will pay overtime at the rate of two (2) times a non-exempt employee's regular rate of pay to hourly employees for hours worked over twelve (12) in a workday. The Company will pay overtime at the rate of two (2) times an employee's regular rate of pay to hourly employees for hours worked over eight (8) by the employee on his or her seventh (7<sup>th</sup>) consecutive day of work in a work week.

## **Reporting Pay**

The Company will pay you for one half (½) of your regularly scheduled workday, not to exceed four (4) hours pay, if you report to work on a scheduled workday and there is no work available for you.

The Company will not pay you for reporting to work under the following circumstances:

- 1) The interruption of work is due to the failure of any public utility;
- 2) The interruption of work is due to an act of God or other cause not within the Company's power to control.

## **Time Records**

Time cards or time sheets are used as a means of accurately recording hours worked and calculating pay. They record regular hours worked, meal periods, overtime, absences, sick leave and vacations.

Accordingly, non-exempt employees should record the time they begin and end work each day, as well as the beginning and end of each meal period.

Employees are not permitted to perform any work before they punch in or after they punch out. No manager or supervisor is authorized to direct an employee to work "off the clock." Employees should not punch in more than six (6) minutes prior to the scheduled start of their shift and should not punch out more than six (6) minutes after the scheduled end of their shift. For payroll purposes, your time will be rounded to the nearest tenth of an hour.

Employees must also record their time whenever they leave the premises for any reason other than Company business.

It is important that the time card not be lost, falsified or mutilated. If there is a mistake on the time card, an employee should inform his or her supervisor and then make and initial the necessary corrections. The supervisor should also initial any corrections.

It is strictly forbidden to punch another employee's time card or write on another employee's time sheet. Disciplinary action will be taken against anyone who violates this rule. If an employee's time card or time sheet is missing, the employee should report this fact immediately and obtain assistance to locate the time card or time sheet or receive another.

## **Accuracy Of Time**

It is the Company's goal to ensure that all employees are properly paid for all of their work. Therefore, it is every employee's responsibility to examine his or her paycheck and paycheck stub to ensure that he/she is being properly paid for all work time and that the paycheck and pay stub are accurate. If an employee believes that he/she is not being properly paid for all his/her work, the employee must immediately inform Human Resources.

No supervisor or manager can request or permit an employee to work "off the clock." If your supervisor or manager asks you to work "off the clock," you must immediately bring this issue to Human Resources. No employees are permitted to work "off the clock" at any time. For the purposes of this policy, "off the clock" work is where an employee works for the Company but does not accurately record his/her time in the Company's approved time record. This includes time when an employee works before clocking in for the day and time when an employee works after clocking out for the day.

Supervisors or managers are only authorized to change an employee's time record to accurately reflect the employee's actual work hours. If you believe that a supervisor or manager has modified your time record to inaccurately reflect an employee's work hours, again, you must immediately inform Human Resources of the alleged inaccuracy, in writing.

Supervisors and managers are not permitted to require employees to sign any agreement or other statement of hours that falsely represents an employee's time. Supervisors and managers who do so are subject to discipline, up to and including termination.

It will be presumed that the Company is accurately compensating an employee, unless the employee timely brings a complaint pursuant to this policy.

## **Pay Days**

Nurses are paid weekly every Friday for the previous week worked. Pay day is also available daily with verified timecards (Redwood and HCR) and nurses who worked over the weekend can be paid on the Monday with an approved time card. Admin employees will be paid bi-weekly on a Friday after the end of the work week.

Your paycheck will be directly deposited unless you have given prior, written authorization to the Branch Manager that you would like it mailed.

## **Payroll Advances**

The Company does not make advances against future earnings or vacation.

## **Payroll Deductions**

State and federal laws require the Company to make the proper deductions on your behalf. Amounts withheld vary according to your earnings, your marital status, and the number of your exemptions. Required deductions include: (1) Social Security (FICA); (2) Medicare; (3) federal income tax; (4) state income tax; and (5) state disability insurance (SDI)/ paid family leave insurance (PFL). Voluntary deductions for the employee portion of health insurance premiums and other deductions made for your benefit must be authorized by you in writing.

## **Payroll Corrections**

The Company takes all reasonable steps to ensure that you receive the correct amount of pay in each paycheck and that you are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of your paycheck, you should promptly bring the discrepancy to the attention of the Branch Manager so that a correction can be made as soon as possible.

## **Garnishment Of Wages**

Employees are responsible for their own debts. Garnishments cause considerable paperwork and expense for the Company. Although we understand that a wage garnishment can happen to anyone, the Company strongly encourages you to work out a financial problem before this situation occurs.

Because of the time and money involved in processing garnishments, there will be a \$1.50 deduction taken from an employee's wages for each payment made by the Company on behalf of the employee pursuant to a wage garnishment order.

## **Requests For Payroll Records**

The Company will provide an employee or former employee with copies of his or her payroll records within twenty-one (21) days of his or her written request. The copy may be a duplicate of the itemized check stubs previously given to the employee or a computer generated record that shows all of the information required by law to be included on the itemized check stubs. The written request must be submitted to the Branch Manager.

## Health Insurance Portability And Accountability Act (HIPAA)

The Health Insurance Portability and Accountability Act (HIPAA), a federal law, is designed to protect the privacy of an individual's medical information. The Company complies with HIPAA to the extent it is applicable. The Company is a covered entity under HIPAA and complies accordingly.

You will receive a HIPAA Notice of Privacy Rights. If at any time, you have any questions about HIPAA, please contact the individual designated in the Notice of Privacy Rights.

All medical information pertaining to clients/patients is strictly confidential and may not be shared with any individual or organization unless authorized by the express consent of the client/patient. Every employee has an obligation not to disclose information regarding the physical or mental status of a client/patient except for treatment purposes as authorized by that individual. Additionally, employees are not permitted to use, copy and/or remove client/patient health information from the Company's premises without the Branch Manager's express written permission.

## Requests For Medical Information

Employees may be asked to provide information from their physicians in the following instances:

- 1) after any absence for illness or in cases of certain recurrent absences;
- 2) when requesting certain leaves of absence for health reasons;
- 3) to verify an employee's ability to return to work from a leave granted for health reasons; and
- 4) as appropriate under the Company's insurance plans.

Examples of information that may be provided by an employee's physician include:

- 5) a note to justify absence;
- 6) a note to request a leave;
- 7) a note to verify the employee's ability to return to work;
- 8) medical records to support a claim for sick pay or disability benefits;
- 9) insurance records; and
- 10) workers' compensation records.

Any and all medical information must be sent to the Branch Manager. No information is to be provided directly to an employee's immediate supervisor or department head. Only the Branch Manager will have the authority to determine if the medical information provided is sufficient, depending upon the specific circumstances. The Branch Manager will not inform the supervisor of an employee's condition, unless warranted by law, and will inform the supervisor only whether an absence is excused, whether leave should be granted, or whether an employee may return to work.

Information to support insurance claims must be submitted directly to the insurance administrator by the employee.

## **Medical Records – Maintaining Confidentiality**

Federal law and state law require that the Company maintain all employee medical information in separate, confidential files. Therefore, in addition to personnel files, the Company will also maintain a separate medical file for each employee. These files will be maintained by the Branch Manager

It is important that employees understand that the records are confidential but that the confidentiality may be waived if the employee provides medical information to his or her supervisor or to anyone outside the Branch Manager. In order for employees to preserve the confidentiality of medical records, any and all information from physicians should not be provided to the immediate supervisor unless the employee does not mind the information is being shared with the supervisor. If an employee does provide information to the supervisor, however, the supervisor is expected to keep it confidential.

This policy does not excuse employees from complying with appropriate supervisor requests for information pursuant to attendance procedures.

Consistent with the Company policy concerning the inspection of personnel files, an employee may also inspect his or her medical file during normal business hours, in the presence of the Branch Manager.

## **Personnel Records**

The Company keeps a personnel file on each employee. The personnel file contains employment-related information about the employee. You may not add or remove any documents from your personnel file without the written permission of the Branch Manager.

The contents of your file, except for letters of reference and certain other limited kinds of information, are open for your inspection, or inspection by your representative, upon request, at reasonable times, but no later than 30 days from the date of receipt of the request. Upon receipt of a request, the Company shall also provide you or your representative with a copy of the personnel file. These rules shall not apply in case of an active lawsuit between you and the Company. Contact the Branch Manager if you or your representative wish to review your personnel file.

Personnel files are the property of the Company and access to the information they contain is restricted. Generally this information is only available to supervisors and management personnel who have a legitimate need for the information. Under no circumstances should any non-management employee

be permitted to review the contents of another employee's personnel file, and managers and supervisors are only permitted to review the files of those employees which they supervise.

In the event that there is unauthorized access or the Company has reason to believe that unauthorized access to your personal information has occurred, the Company will provide you with appropriate notice.

The Company will keep your personnel records confidential. However, there are certain times when information may be given to persons outside of the Company. These include:

- 1) Responses to subpoenas, court orders, or orders of administrative agencies;
- 2) In a lawsuit in which you and/or the Company are parties;
- 3) To administer employee benefit plans; and
- 4) To a health care provider.

Human Resources monitors relevant requirements and expirations of any requirements. Requirements are kept current through daily alerts of soon-to-expire or expired requirements.

## **Personal Data Changes**

It is your responsibility to promptly notify the Company of any changes in your personal data. It is essential that your personal mailing address, telephone number, number and names of dependents, emergency contact, and educational information be kept accurate and current. Moreover, to ensure that the employer can notify you when necessary, you must provide the Company with an address where it can reach you (not a Post Office or P.O. Box), your personal e-mail address, and your cell phone number. If any personal data has changed, immediately notify the Branch Manager.

## Job Descriptions

The Company will provide you with a written job description. The job description will set forth the essential functions of your job, as well as the physical, work experience and educational requirements for the job.

If you do not believe that your job description accurately reflects your day-to-day job duties, please bring this to the attention of the Branch Manager

The Company reserves the right, at any time, with or without notice, to alter or change your job duties, reassign or transfer job responsibilities, or to assign you additional job responsibilities.

## Floating Policy

UNI employees may only be placed in assignments that match the job description for which UNI assigns them. If an employee is asked to float to another department with the customer, the department must be a like department or unit and the float employee must have demonstrated previous competency and have the appropriate certification and credentials for that department/unit. Employees should only be floated to areas of comparable clinical diagnosis and acuities.

If you are assigned to an area and do not meet the criteria listed above:

- The healthcare provider should immediately notify UNI.
- You are obligated to inform the hospital of your professional limitations based upon the Nurse Practice Act standards and upon UNI client contract specifications as they relate to the assignment.
- The Director of Nursing at UNI will work within the bounds of each discipline's Professional Association or State Governing Body and the client agreement to resolve the issue.

## Performance Improvement/Performance Reviews Education Program

The purpose of performance management is to enhance the knowledge, skills and behavior of all employees. This is accomplished by providing a means of measuring the employees' effectiveness on the job; identifying areas of development where employees are in need of training, growth, improvement and/or additional resources; maintaining a high level of motivation through feedback with management and establishing individual performance goals.

Nothing in this policy shall alter an employee's "at-will" status.



## **Initial Assessment**

Upon hire, one of UNI's Recruiters must inform new hires of all the competencies that must be met. For the initial assessment, the competency of self-assessments will serve as the baseline assessment. Review and education for errors on any competency exams, pharmacology exams and additional examinations will also serve as areas of improvement.

## **Quarterly Assessments**

UNI has attempted to implement a continuous, systematic and coordinated approach to measure and assess hospital's feedback on all agency personnel being utilized. The following assessments are utilized to ensure employee performance and customer satisfaction: Caregivers are assessed by the charging nurse, nurse manager or client designee once during their assignment or at least quarterly. Assessment focuses on professionalism, safety, patient care, compliance, assessment, planning, and documentation.

Any unsatisfactory scores will be reviewed and discussed with each nurse and methods for improvement will be recommended by UNI's Director of Nursing.

## **Periodic Assessments**

UNI's Director of Nursing conducts annual assessments of all staff. Quarterly performance evaluations are solicited via phone calls to review clinical performance based on client feedback. The Director of Nursing and clients evaluate an employee's job performance based on the functions and standards as outlined in the job descriptions. The Director of Nursing and employee will identify strengths, accomplishments and areas for improvement and development. All hospital reviews, including initial and random assessments are also incorporated into the ninety-day and annual performance review (described below). Employees will also update their competency self-assessments at this time.

If Performance Improvement is required, written recommendations identifying the performance expected will be created and will be used to gain the employee's commitment to perform to those expectations.

## **Employee Performance Review**

- Every healthcare professional employed by UNI, who is currently working and has worked in the last year, will have an annual performance evaluation carried out by UNI, during the month of December.
- UNI will attempt to obtain feedback from client representatives regarding clinical staff competence and ongoing performance of each employee. Unfortunately, some clients will not cooperate with UNI in this regard, so UNI conducts phone solicitation of feedback from its clients.
- Feedback from our clients regarding clinical and/or professional performance is addressed with our employees immediately. Follow-up with our clients is completed within an appropriate time frame.

- Annual skills checklists which apply to specialty areas of work will be completed by every health professional employed by UNI.
- When training needs are identified, an opportunity to complete the training will be provided at the earliest possible occasion.
- The Company assesses aspects of employee's competence at hire, at performance evaluations, and as needed or required by the state licensing agencies, to ensure that employees have the skills or can develop the skills to perform and continue to perform their duties.
- The Director of Nursing is responsible to ensure that any areas of development that are identified are addressed.

## **Education Program**

Ongoing continuing education is the responsibility of UNI employees to ensure that all clinical staff has a current knowledge and practice base. UNI maintains information on available resources for BLS, ACLS, PALS, etc. The following online education programs are also available for continuing education; however this is not an inclusive list of available resources: [www.nurstesting.com](http://www.nurstesting.com), [www.nursingspectrum.com](http://www.nursingspectrum.com), and [www.lww.com](http://www.lww.com). Evidence of continuing education and annual required in-service education are part of the ongoing competency assessment program and will be maintained in your personnel file. Please provide the Branch Manager with copies of your continuing education certificates.

# Employee Conduct And Work Rules

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Whenever people are required to work together for any purpose, they need certain guidelines to govern their personal conduct and relations. The Company considers work rules to be an important responsibility. They are a necessary part of managing the business so that employees can be treated fairly, and work safely and effectively. These rules apply to all employees.

Examples of impermissible conduct which may lead to disciplinary action are identified below to promote understanding of what is considered unacceptable conduct and to encourage consistent action by the Company in the event of violations. However, it is impossible to provide an exhaustive list of types of conduct that may result in disciplinary action. The following list, therefore, contains some examples of conduct that may lead to the imposition of discipline up to and including possible termination:

- 1) Accepting an assignment and not reporting to work or not notifying the Company;
- 2) Excessive absenteeism (cancellations) or tardiness, including a pattern of absenteeism or tardiness;
- 3) Leaving an assignment without notice i.e. patient or assignment abandonment;
- 4) Working overtime without the prior approval of your supervisor;
- 5) Sleeping or malingering on the job;
- 6) Theft, stealing, or unauthorized removal of property belonging to the Company, another employee, a customer or a visitor, regardless of the value of the item;
- 7) Unauthorized use of Company equipment, time, materials or facilities;
- 8) Waste of Company materials or supplies;
- 9) Use, possession, or sale of unlawful drugs or alcohol while on Company premises, while in a Company vehicle, or while on duty, or reporting to work under the influence of alcohol or any unlawful drugs;
- 10) Bringing or possessing firearms, weapons, or other hazardous or dangerous devices or substances onto Company property and/or at its client hospitals;
- 11) Failure to comply with all safety rules and regulations, including the failure to wear safety equipment when instructed;
- 12) Failure to report any unsafe conditions, damage to equipment or machinery to your supervisor;

- 13) Carelessness or negligence while performing duties;
- 14) Wearing extreme, unprofessional or inappropriate dress or hair styles while working;
- 15) Failure to perform work or job assignments satisfactorily and efficiently;
- 16) Destruction or damage to the property of the Company, another employee, a patient or a visitor;
- 17) Unlawful harassment, including sexual harassment, of other employees;
- 18) Horseplay on Company time or property and/or at its client hospitals;
- 19) Threatening, intimidating or coercing other employees, customers or visitors;
- 20) Fighting or provoking a fight on Company time or property and/or at its client hospitals;
- 21) Insubordination, including improper conduct toward a supervisor or refusal to perform tasks assigned by a supervisor;
- 22) Refusal to do job assigned or perform work in the manner described by the Company;
- 23) Disrespect or discourtesy to supervisor, clients, patients or fellow employees;
- 24) Failure to immediately report a job-related injury, no matter how minor, to your supervisor;
- 25) Making or receiving personal telephone calls, other than emergency calls, during working hours;
- 26) Falsifying, altering, destroying or willfully omitting information from any time card or Company record (including employment applications);
- 27) Obtaining employment by means of false or misleading information;
- 28) Failure to follow Company procedures for maintaining confidentiality;
- 29) Disclosing confidential information without authorization; and
- 30) Disregarding established policies and procedures.

It must be remembered that the employment relationship is based on mutual consent of the employee and the Company. Accordingly, either you or the Company can terminate the employment relationship at will at any time, for any or no reason. Further, the Company can demote, transfer, suspend or otherwise discipline an employee in its sole and absolute discretion.

## Code of Business Ethics

The first element of the Code of Business Ethics is putting the interests of the client facilities and ultimately the patient above our personal and individual interests. It is in the best interest of UNI to avoid conflicts of interest between the client hospital, employees and staff.

UNI has developed corporate compliance guidelines to supplement and reinforce our client facilities' existing policies and procedures. It is also meant to assist UNI comply with all applicable laws, rules and regulations:

- All employees are responsible for conducting their jobs in a manner reflecting standards of ethics that are consistent with accepted criteria for personal integrity
- Preserving UNI reputation for integrity and professionalism is an important objective. The manner in which employees carry out their responsibilities is as important as the results they achieve.
- All activities are to be conducted in compliance with both the letter of the law and spirit of the law, regulations, and judicial decrees.
- No employee should, at any time take any action on behalf of UNI, which is known or should be known to violate any law or regulation.
- Information about healthcare provider's medical condition and history is required during the hiring process. UNI recognizes this health information and electronic information must be held securely and in confidence. It is the policy of UNI that clinical staffs' specific information is not to be released to anyone outside of UNI without a court order, subpoena of applicable statute.
- Marketing materials, regardless of medium, shall accurately describe the services, facilities and resources of UNI.
- UNI recognizes that its employees and clinical staff are its most valuable assets and is committed to protecting their safety and welfare. Employees are required to report accidents and unsafe practices or conditions to their supervisors or other management staff. Timely action will be taken to correct unsafe conditions.
- Employees that are licensed or certified in any profession shall follow all applicable rules and professional codes of conduct pertaining to that profession, in addition to the rules stated herein.
- UNI is committed to providing initial and ongoing education for all employees regarding their responsibilities to uphold the code of business ethics and this set of UNI's Corporate Compliance guidelines.
- UNI prohibits field staff to discuss bill rates of hospitals or special rates of UNI with other healthcare providers.

- UNI prohibits field staff to discuss personal or business affairs of any employee (field or office staff) with any individual not directly involved with the said personal or business affair.
- UNI is committed to protecting the privacy, confidentiality and security of personal (education, employment and health) information of its employees. This policy is designed to assure compliance with applicable state and federal laws and regulations.
- UNI is committed to protecting its own and its client's trade secrets, proprietary information and other internal information.
- It is the desire of UNI to provide authorized third parties with information whenever requested while committing to our responsibility to control the release of information to protect the privacy and confidentiality of the employee and/or corporate information.
- Employees are not authorized to issue any statement, written or oral, to any news media representative or grant any public interview pertaining to the Company's operations or financial matters.

Any employee that becomes aware of any ethical issues or unethical practices must immediately report it to their supervisor. If the supervisor is unavailable or you believe it would be inappropriate to contact that person, because of their involvement in the situation, you should immediately contact the UNI Corporate Office or any other member of management. Any employee can raise concerns and make reports without fear of reprisal or retaliation.

All reports and inquiries are handled confidentially to the greatest extent possible under the circumstances. You may choose to remain anonymous, though in some cases that can make it more difficult to follow up and ensure resolution to the situation. UNI wants every employee to report violations of our ethical or other principles whenever you see them or learn about them.

In fact, it is a requirement of your employment. If you do not know whether something is a problem, please ask a member of management.

## **Standards of Conduct**

It is the responsibility of every member of UNI's clinical field staff to exercise appropriate judgment, and conduct themselves in a manner that reflects the highest standards of professional and personal ethics and behavior:

- UNI Employee is and shall be duly licensed to practice his/her profession in any State where UNI Field Employee is assigned and shall maintain current professional standing at all times. Evidence of such licensing shall be submitted to UNI prior to commencing the Assignment. UNI Field Employee agrees to give immediate notice to UNI in the case of suspension or revocation of his/her license, initiation of any proceeding that could result in suspension or

revocation of such licensing, or upon the receipt of any notice or any other matter which may challenge or threaten such licensing.

- UNI Field Employee agrees to submit to UNI, before commencing any Assignment, all requested documentation that is necessary to comply with Joint Commission, Client and UNI expectations 10 days prior to Assignment start date in Assignment Detail.
- UNI Field Employee agrees to and shall observe and comply with the applicable policies, procedures, rules and regulations established by Client.
- UNI Field Employee agrees to work all scheduled shifts as upon confirmation if working per diem or as directed by Client (including weekends and holidays) when working on a contract assignment.
- UNI Field Employee agrees to adhere fully with all quality assurance, peer review, risk management program or other programs that may be established by Client to promote appropriate professional standards of medical care. UNI Field Employee agrees to accept both clinical and operational supervision from his/her immediate supervisor.
- UNI Field Employee agrees that patient records and charts shall at all times remain the property of the Client. UNI Field Employee agrees to maintain the confidentiality of all information related to patient records, charges, expenses, quality assurance, risk management or other programs derived from, through, or provided by clients and all information related to this Agreement.
- UNI Field Employee agrees to immediately provide written notice to UNI as to any legal proceeding instituted or threatened, or any claim or demand, made against UNI Field Employee or UNI with respect to UNI Field Employee's rendering of services under this Agreement.

## **General Standards**

The following set of standards, are to inform and guide, all staff assigned to work in hospital units. The guidelines below include but are not limited to the following:

- Patient care providers are to render care in a manner that enhances the personal dignity and rights of each patient. Any form of patient abuse and/or neglect will not be tolerated and patient care providers are to support UNI's policies and procedures in this regard.
- Interactions with all hospital patients, visitors, employees, physicians, vendors, etc., must be conducted in a courteous and professional manner at all times ensuring that UNI is always presented in the most favorable light.
- The practice of counseling of the patient regarding personal problems and / or participation of the UNI patient care provider in conversations with patients about topics not relevant to the plan of care--is discouraged and unacceptable.

- Patients are to be dealt with equally and fairly and the selection of "favorites" is not acceptable
- Appropriate language is to be used at all times when a UNI patient care staff member is at a UNI client facility, and in any patient care area private and / or public. Abusive, profane, threatening, demeaning, language resulting violation of HIPPA regulations or compromising patient confidentiality can result in immediate termination.
- Touching patients, except in the direct delivery of care or by a greeting, is prohibited.
- Socializing with patients and/or patient's significant others outside of the facility is unacceptable
- Socializing with patient's and/or patients' significant others after discharge from the Hospital is prohibited. Staff are not to call, date, nor develop personal or social relationships with patients, former patients, or family/significant others of patients, including giving of personal information or residential phone numbers. Staff should discuss with their manager, any matter of concern regarding their contacts with current or former patient/family members of patient's significant others.
- All staff will uphold all rules and regulations related to patient confidentiality in all areas including patient care, public and non-patient care areas. These rules and regulations include but are not limited to the following:
  1. Patient care providers are not to divulge to anyone any information or records concerning any patient without proper authorization. Unauthorized release of confidential information may constitute ground for termination and/or civil action.
  2. Conversations regarding patients are not to be held in the presence of other patients or any other person not privileged to this communication.
  3. Problems of a patient are not to be discussed with another patient.
  4. Patients are not to be named or discussed with anyone in or outside of the facility who does not have the legal right to receive information about the patient.
- Personal problems, concerns or personal life information of patient care providers are not to be discussed with any patient, patient group or family/significant others.
- Staff is not to discuss disagreements or criticize other patient care providers or physicians within the earshot of patients/families/significant others. A professional difference of opinion must be discussed in an appropriate private space.
- Behavior in patient areas and at the nurses' station shall be oriented toward patient care. Personal reading and conversations, including personal phone calls, are not to be conducted in these areas.



- Any inappropriate interactions between patients and staff, staff and staff, or staff and others within the hospital will be met with investigation and quick response within the framework of UNI policy and procedure.
- Employees who are licensed or certified in any profession shall follow all applicable rules or professional codes of conduct pertaining to that profession, in addition to the rules stated herein.
- All UNI patient care staff will be expected maintain English proficiency standards.
- The client's name badge must be worn at all times while on assignment, above the waist with name and title fully visible.
- Eating and drinking are only permitted in the cafeteria, designated employee lounges, unit conference rooms and in private offices, when not in use for patient care. Sleeping is not permitted during paid working hours.
- When entering a patient room and/or when greeting a patient, practice the following.
  1. Knock before entering
  2. Greet the patient by name
  3. If it is first contact of the day, introduce yourself by name and title
  4. Tell the patient why you are in the room.
- When exiting a patient room UNI patient care staff is expected to:
  1. Inform the Patient/Family that you are leaving
  2. State time you expect return
  3. Ask if there is anything the pt. / family needs before you leave

## **Customer Service**

It is important for all UNI nurses to promote our culture of service excellent while on assignment at a client facility. Every time you interact with a customer and patient, you are representing UNI.

Behaviors of Exceptional Customer Service:

- Take pride and joy in creating a positive experience
- Smile and be friendly
- Make eye contact
- Give a genuine warm greeting, using patient/customer name when possible
- Be positive, talk positively
- Respect patients and co-workers
- Take ownership: you are responsible for safety, cleanliness and confidentiality

Standards of Service Excellence

- Use L.E.A.P: if you receive a patient complaint, OWN IT!

- L- Listen
- E- Empathize
- A- Ask questions
- P- Produce a solution
- Customer perceptions are reality: Deliver service the customer wants (not what you think they want)
- Provide SMART feedback to team members. Everyone wants feedback. Build positive relationships with coworkers by recognizing their strengths, successes and weaknesses. Be:
  - S- Sensitive
  - M- Meaningful
  - A- Accurate
  - R- Reinforcing
  - T- Timely

## Telephone Courtesy

Telephone courtesy guidelines include but are not limited to:

- Answering the phone, preferably by the second ring
- Identify yourself by giving your department and name.
- Identify the caller and what they are requesting
- When leaving the line, before placing the caller on hold, ask the caller if he/she can hold the line and wait for the caller's response
- When returning to the line, thank the caller for waiting
- When you give the call to another person, inform them both that they have a call and who the caller is.
- Try not to leave the caller holding for more than thirty (30) seconds. If you have to handle several calls at the same time or are unable to find the requested information or person quickly, ask if the caller would prefer to wait or to be called back.
- If the person receiving the call is not available, advise the caller of this and offer the options of speaking with someone else or leaving a message
- After taking a message, repeat the message to the caller to confirm that you have taken it down correctly and thank the caller.
- When transferring a call, let the caller know that you are transferring the call and why. Also, identify the extension to which you are transferring in case the caller is inadvertently disconnected.
- Allow your voice to reflect courtesy and a smile. What and how you say what you say makes a difference.
- Employees are to seek guidance from their manager when there are questions, concerns or problems with these rules or any other part of their employment.

## Discipline

Most employees are dedicated and hard-working. Occasionally, however, an employee's work performance or behavior falls below Company standards. In these cases, the Company will take corrective action, including counseling and discipline, as is necessary and appropriate.

The Company maintains a discipline procedure to ensure a fair method of disciplining employees. The progressive discipline system is intended to give employees advance notice, whenever possible, of problems with their conduct or performance in order to provide an opportunity to correct these problems. The focus of counseling or discipline is on correction of the situation. The Company expects that most job-related problems will be resolved through routine disciplinary action.

Exceptions or deviations from the procedure outlined below may occur whenever the Company deems that circumstances warrant that one or more steps in the process may be skipped. Accordingly, circumstances may warrant immediate termination.

An employee who is given a written warning will be asked to sign the warning. This signature is not an admission of guilt, but merely acknowledges receipt of the warning notice. If an employee disagrees with the warning and desires to make comments, he or she is entitled to write on the warning notice.

The following point system is used to determine termination as a result of Do Not Sends:

1 Point	Attitude/Lack of professionalism/Customer service
2 Points	Clinical incompetence (poor clinical performance)/Poor time management/Medication error/Documentation Deficiencies/Lack of Compassion
3 Points	Danger to patient/No call, no show/Departing facility before end of shift secondary to dissatisfaction with assignment/Do Not Send from any Travel Assignment regardless of origin
5 Points	Patient abandonment/Error resulting in patient death or permanent physical or mental damage/self-terminating travel assignment without proper notice to facility or Staffing Agency.

Any nurse who receives 5 points will be considered for termination.

It must be remembered that the employment relationship is based on the mutual consent of the employee and the Company. Accordingly, either an employee or the Company can terminate the employment relationship at will, at any time, for any or no reason. Further, the Company can demote, transfer, suspend or otherwise discipline an employee in its sole and absolute discretion. Nothing contained in these disciplinary procedures is meant to imply any contrary policy.

## **Alcohol And Drug Policy**

The Company has a vital interest in maintaining safe, healthful and efficient working conditions for its employees, customers and visitors. Being under the influence or using alcohol or intoxicants while on the job poses serious safety and health risks not only to the user but to all those who work or come into contact with the user. The manufacture, possession, sale or distribution of alcohol or an intoxicant in the workplace also poses unacceptable safety and health risks. Accordingly, it is the right, obligation and intent of the Company to protect its employees, customers and visitors, and to safeguard Company property, equipment and operations by establishing and maintaining the following policy with regard to use, possession or sale of alcohol or other intoxicants in the work place. Employees may be disciplined, up to and including discharge without prior notice or warning, even for a first offense, for any of the following:

- 1) For reporting to work and/or working with the presence of alcohol or intoxicants in their bodies;
- 2) For bringing alcohol or intoxicants into the workplace;
- 3) For possessing or ingesting alcohol or intoxicants in the workplace during working hours, including meal and rest breaks;
- 4) For involvement in the manufacture, sale, purchase, transfer, distribution or dispensation of alcohol or intoxicants in the workplace and/or during working hours, including lunch and rest breaks; and
- 5) For providing false or misleading information or failing to provide information about any of the foregoing with regard to themselves or others.

As used above, "workplace" includes any premises where an employee may be working on behalf of the Company. "Intoxicants" as used in this policy means any drug listed in 21 U.S.C. § 821 and other federal regulations, including, but not limited to, heroin, marijuana, cocaine, PCP and crack, narcotics, barbiturates, amphetamines and any other controlled substance other than those taken under the direction and prescription of a licensed physician. Intoxicants also include legal drugs not taken under the direction and prescription of a licensed physician to the extent that their ingestion may affect the safety of co-workers or members of the public, the employee's job performance, or the safe or efficient operation of the Company facility. Although marijuana is now legal in California for personal use, it is still prohibited under federal law and under this policy.

## **Company Testing**

The Company may require a blood test, urinalysis or other drug/alcohol screening of those persons reasonably suspected of using or being under the influence of a drug or alcohol. "Reasonable suspicion" may be established by an accident which causes more than minimal property damage and/or an accident in which any person involved requires more than immediate first aid. Reasonable suspicion may also be established by physical and/or verbal altercation, a layperson's opinion based upon specific

personal observations concerning an employee's appearance, behavior (including job performance) and body odors, unusual employee behavior, possession of drugs and alcohol, or other factors. An employee's consent to submit to such a test is required as a condition of employment and the employee's refusal to consent shall result in termination, even for a first refusal.

## **Reporting Convictions**

An employee is required to inform the Company within five (5) days after he/she is convicted for violation of any federal or state criminal drug statute, where such violation occurred on the Company's premises. "Conviction" means a finding of guilt (including a plea of nolo contendere) or the imposition of a sentence by a judge or jury in any federal or state court.

## **Prescription Drugs**

The legal use of controlled substances, such as prescription drugs prescribed by a licensed physician, or over-the-counter medications, is allowed. However, if an employee cannot do his or her job satisfactorily because of such substances, the Company may require him or her to see a doctor, at Company expense. An employee may be terminated or obligated to take an unpaid leave of absence if the doctor concludes that he or she cannot do their job safely and efficiently because of the use of prescription or over-the-counter drugs.

## **Searches**

The Company may conduct unannounced searches for alcohol or illegal drugs in Company facilities. Employees are expected to cooperate in the conducting of such searches. Searches of employees and their personal property, including but not limited to desks, lockers, packages, purses and backpacks, may be conducted when there is reasonable suspicion to believe that the employee or employees are in violation of this Policy. Employees should therefore have no expectation of privacy in the work place, with the exception of rest rooms.

An employee's consent to a search is required as a condition of employment and the employee's refusal to consent shall result in termination, even for a first refusal.

## **Company Events**

Some of you may attend Company or business-related events where alcohol is served. You are expected to use good judgment in consuming alcohol at any such Company or business-related event. Under no circumstances should you ever operate a vehicle if you are under the influence. Becoming intoxicated at any of these events will be considered grounds for discipline, including immediate termination.

## **Attendance**

The Company counts on your attendance and expects regular attendance during working hours. Regular and timely attendance is an essential function of every employee's job. You are expected to be

present and ready to start work promptly at the beginning of your shift and after your meal period and breaks. You are expected to work until the scheduled quitting time. Unsatisfactory attendance, reporting late or quitting early, or patterns of absenteeism or tardiness, may result in disciplinary action, up to and including discharge.

If you are going to be late or absent from work for any reason, you must notify your individual office, as soon as possible.

## **Permission To Leave During Working Hours**

If it becomes necessary for you to leave the premises during regular working hours, you must advise your individual manager and the supervisor at the facility. If your absence is for personal business or business that is not part of your job, you must punch out and your supervisor must approve your time card.

## **Telephone Policy**

Friends and relatives should be discouraged from calling during working hours unless there is an emergency. Messages will be delivered to employees who receive urgent personal telephone calls.

Under no circumstances should you make or charge a long distance call to the Company unless it is work-related and approved by the Company.

Employees should not accept or make cell phone calls or electronic/text (including Facebook and other social media) messages while on duty, unless the nature of their duties require such communications with clients/customers or other employees. You should use your cell phone to make necessary personal calls during your rest break and meal periods. Your cell phones should be turned off while working at the office or facility.

While on Company premises, regardless of whether you are on a break and regardless of whether you use Company equipment, the Company may monitor employee telephone calls and employee electronic/text messages.

## **Cell Phone Safety**

Regardless of the circumstances, including slow or stopped traffic, employees whose job responsibilities include regular or occasional driving and who use a cell phone for business, may not use their phone while driving. Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions. Violations of this policy will be subject to disciplinary action, up to and including termination of employment.]

## **Texting And E-Mailing While Driving**

Regardless of the circumstances, including slow or stopped traffic, employees whose job responsibilities include regular or occasional driving may not use, send or read or review text messages or e-mails while

driving. Employees who are charged with traffic violations resulting from texting or e-mailing while driving will be solely responsible for all liabilities that result from such actions. Violations of this policy will result in disciplinary action, up to and including termination of employment.

## Employee Appearance

The following dress code policy must be followed at all times while on the hospital premises. The UNI dress code includes but is not limited to the following:

- Clothing must be clean, neat, and allow for quick, efficient movement as necessary in the performance of job duties, including emergencies. Professional healthcare attire is acceptable.
- Unacceptable attire includes but is not limited to:
  - Bare midriffs
  - Low cut, tank, tube or sleeveless tops
  - Transparent, provocative, excessively form fitting or revealing clothing
  - Mini skirts
  - Sweat (warm-up) shirts or pants
  - Clothing with printed messages, caricatures or pictorial representations (e.g., university logos, beverage cans, and cartoon characters) applications that have the potential of falling off (e.g. sequins, glitter) shorts. An exception is for business attire that is identified by small logo (e.g. Polo insignia).
  - Denim jeans (any color)
  - Spandex tights or leggings
  - Fishnet stockings.
  - Hats (other than nursing caps).
- Jewelry is to be kept at a minimum and be in keeping with the general safety and infection control practices for the employee and the patient. Long dangling earrings, large or excessive necklaces and/or bracelets and sharp rings are not acceptable.
- Fingernails must be kept short, clean and natural; no artificial applications are to be worn.
- Hair must be neat and well-groomed.
- Shoes must be clean, in good repair, provide good support and protection and allow for quick and efficient movement as necessary in the performance of job duties, including emergencies. Heels should not be more than two-and-a-half inches high. Open-toed and open-back shoes are not permitted. Socks or stockings must be worn at all times.

Exceptions to these rules may be made with the written approval of the manager when the job expectations demand different attire.

Our Company recognizes the importance of individually-held religious beliefs and practices. To that end, our Company will reasonably accommodate religious dress and grooming practices unless the accommodation creates an undue hardship. If you are seeking an accommodation for religious dress and grooming practices, the request should be made to the Branch Manager.

The Company will not discriminate or retaliate against an employee who the Company knows or reasonably should know requires a reasonable accommodation for a religious belief, even if the employee has made no request for an accommodation.

If you are not dressed in proper attire, you may be sent home to change, and you will not be compensated for the time away from work.

## **Smoking**

As part of the Company's efforts to provide a safe and healthy workplace, smoking of any tobacco product is prohibited on Company and its clients' premises, including but not limited to work areas, break areas, bathrooms, conference rooms, hallways, stairways, and covered parking lots. Tobacco product includes cigarettes and any electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device including but not limited to an electronic cigarette, cigar, pipe, or hookah. "Smoking" also includes the use of any electronic smoking device that creates an aerosol or vapor or the use of any oral smoking device for the purpose of circumventing the smoking prohibition. Employees who smoke may do so only on their meal and rest breaks and only outside of the Company and its clients' facilities.



The Company has a vital interest in maintaining safe, healthful and efficient working conditions for its employees, customers and visitors. Accordingly, it is the right, obligation and intent of the Company to protect its employees, customers and visitors, and to safeguard Company property, equipment and operations by establishing and maintaining the following policies.

## Physical Security

The Company is committed to providing a workplace that is free from acts of violence or threats of violence. In keeping with this commitment, the Company has established a policy that provides "zero tolerance" for actual or threatened violence against employees, customers, visitors, or any other person who has contact with employees in the course of their duties. Security and safety in the workplace is every employee's responsibility. It is therefore essential that every employee understand the importance of workplace safety and security.

In order to promote compliance with this policy and maximize our efforts to provide a safe and secure workplace that is free from violence, the Company, as part of its written Injury and Illness Prevention Plan, has established security measures and practices. It will also provide programs to train and retrain employees as appropriate. This will assist employees and the Company to make the workplace more secure, and to remedy any problems and workplace security hazards that are identified before they lead to injuries.

The welfare of our employees and the security of Company and its clients' facilities require that every individual be aware of potential security risks. Immediately notify your supervisor if you see any person acting in a suspicious manner, in or around Company or its clients' premises.

Every verbal or physical threat of violence will be treated seriously by the Company. Any such threat should be immediately reported to your supervisor. Where a violation of this policy is found to exist, the Company will take appropriate corrective action.

In situations where an employee becomes aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be immediately sought. In such situations, the employee should immediately contact their supervisor and, if necessary and appropriate, law enforcement authorities by dialing 911.

An employee will not be discriminated against or retaliated against as a result of the employee making a truthful complaint or report about a credible threat of violence made against themselves, their family members, or other employees.

Full cooperation by all employees is necessary for the Company to accomplish its goal of maximizing the security and safety of its employees. Employees should direct any questions they have regarding their rights and obligations under this policy to Human Resources.

## Reporting Issues

Issues may arise while an employee is on assignment for UNI. As a representative of UNI and as a responsible and mature nursing professional, it is important that professionalism and integrity are maintained throughout the conflict resolution process and that above all, patient safety is the priority.

Common issues that may arise are:

- Conflict with hospital staff
- Conflict with patient and/or patient family members
- Unfair patient assignments, or “dumping”
- Assignment to an unit for which you are incapable of safely performing your duties

In the event of any of the above issues:

1. Contact the nursing supervisor for assistance
2. If escalation is required, contact UNI for mediation
3. Complete an incident report at the facility (if required)
4. Complete an incident report at UNI (if required)

## Clinical Incident and Sentinel Events

As a healthcare provider, it is your duty and responsibility to promptly report any unsafe condition, sentinel event or unusual event that can result in a sentinel event. Everyone is expected to participate in maintaining a safe environment for patients, visitors, physicians and their coworkers. This means taking an active role in reporting any and all unsafe conditions, unusual or sentinel events. All such events should always be reported immediately to your charge nurse, nursing supervisor and UNI’s Director of Nursing.

Clinical staff must recognize the importance of following effective procedures and are encouraged to speak up if something has compromised or might compromise patient safety and quality.

A Clinical Incident is any event or series of events that resulted in or had the potential to result in an adverse patient outcome. Clinical staff should notify UNI of any clinical incidents that occur while on assignment, regardless of an adverse outcome.

A sentinel event is an unexpected occurrence involving death or serious physical or psychological injury, or the risk thereof. Serious injury specifically includes loss of limb or function. The phrase “or the risk thereof” includes any process variation for which a recurrence would carry a significant chance of a serious adverse outcome. Such events are called “sentinel” because they signal the need for immediate investigation and response.

### Examples of Clinical Events

- Omission of treatment
- Deviation from policy

- Medication errors
- Improper equipment usage
- IV or Blood complications
- Patient fall
- Inaccurate clinical assessment
- Patient or physician complaint

### **Examples of Sentinel Events**

- Any patient death, paralysis, coma or other major permanent loss of function associated with a medication error
- A patient commits suicide within 72 hours of being discharged from a hospital setting that provides staffed around-the clock care.
- Any elopement, that is unauthorized departure, of a patient from an around-the-clock care setting resulting in a temporally related death (suicide, accidental death, or homicide) or major loss of function.
- A hospital operates on the wrong side of the patient's body
- Any intrapartum (related to the birth process) maternal death.
- Any perinatal death related to a congenital condition in an infant having a birth weight greater than 2500 grams.
- A patient is abducted from the hospital where he or she receives care, treatment or services.
- Assault, homicide, or other crime resulting in patient death or major permanent loss of function.
- A patient fall that results in death or major permanent loss of function as a direct result of the injuries sustained in the fall
- Hemolytic transfusion reaction involving major blood group incompatibilities
- A foreign body, such as a sponge or forceps that was left in a patient after surgery

### **Joint Commission's Sentinel Event Policy**

The Joint Commission has defined a sentinel event policy that you should be aware of. This policy has four goals:

1. To have a positive impact in improving patient care, treatment and services and preventing sentinel events;
2. To focus the attention of an organization that has experienced a sentinel event on understanding the root causes that underlie the event, and on changing the organization's systems and processes to reduce the probability of such an event in the future.
3. To increase the general knowledge about sentinel events, their causes, and strategies for prevention; and
4. To maintain the confidence of the public and accredited organizations in the accreditation process.

In the event of deviation of practice according to the professional practice act, fraudulent behaviors, narcotic abuse or deviation and/or other aberrant or illegal behavior, each event is documented and a report is made, which includes information from the customer. The Director of Nursing reports each situation according to the guidelines of the appropriate professional association.

## **Company Equipment**

All Company business machines, equipment and furnishings, including but not limited to desks, cabinets, files and lockers, are Company property and the Company reserves the right to monitor, access, and inspect such equipment and furnishings. Therefore, employees should have no anticipation of privacy with respect to any information or materials stored in Company-owned equipment or furnishings.

Company equipment is expensive and may be difficult to replace. When using equipment, you are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines. At no time is Company equipment to be used for personal purposes.

If you have any questions about your responsibility for the maintenance and care of equipment, you should ask your supervisor.

You should immediately notify your supervisor if any equipment, machine, or tool appears to be damaged, defective or needs repair. Prompt reporting of damage, defects and wear can prevent deterioration of equipment and avoid possible injury to you and others.

The negligent, careless or unsafe use of Company equipment may result in discipline, up to and including termination.

You are responsible for all Company property issued to you or in your possession or control. You must return all such property immediately upon request, or at the time of separation from employment with the Company.

If an employee should fail to return any of the Company's property, or should any of the property be returned in a broken or damaged condition, as a result of the employee's willful act or gross negligence, the Company may deduct the reasonable, depreciated value of the property from the employee's paycheck. The Company may also take all appropriate legal action to recover its property.

## **Voice Mail, E-Mail, And Computer Files**

Company-provided voice mail, e-mail, and computers are to be used for business purposes only, and may not be used for personal business. These systems are maintained by the Company in order to facilitate Company business. Therefore, all messages sent, received, composed and/or stored on these systems (even with offsite providers) are the sole property of the Company.

Company computers should not be used to access online databases or Internet services unless such access is for work-related purposes. Access to computing and network resources from the Internet is strictly prohibited unless expressly authorized by Computer Operations and the employee's supervisor.

The Company understands that on occasion family members or others may need to leave personal messages on the voice mail system for an employee, and is willing to accommodate this to a limited degree. However, personal use of the voice mail system which interferes with an employee's work performance will not be permitted.

Messages or communications on the Company's voice mail, e-mail, or computer systems are subject to the same policies regarding harassment and discrimination as are any other workplace communications. Offensive, harassing or discriminatory content will not be tolerated by the Company. Content that is considered offensive includes, but is not limited to, any message which contains sexual implications, racial slurs, gender-specific comments, or any other statement that offensively addresses someone's age, sex, sexual orientation, pregnancy status, marital status, religious or political beliefs, ancestry, national origin, citizenship or disability.

Employees should have no anticipation of privacy with respect to Company-provided voice mail, e-mail, text-messaging, instant messaging, or any other computer or electronically based communications – regardless of whether such information is stored on the Company's systems or by an outside provider (including, but not limited to, a phone company or off-site server) ("Electronic Communication"). The Company reserves the right to monitor, access, and inspect computers, e-mails, voice mails, and other electronically stored documents and data that are used by employees whether on the premises or elsewhere, including but not limited to laptops, employee computers used to telecommute, PDAs, smartphones (including BlackBerries and iPhones), portable "jump" or USB drives, external hard drives, host computers, file servers, workstations, stand-alone computers, software, voice mail, fax transmissions, telephones of any type, and internal or external communication networks, and all other Electronic Communications. This may be done without notice to an employee and in the employee's absence. Even when a message is erased, it may still be possible to retrieve it from a backup system. Therefore, employees should not rely on erasure of messages to guarantee that a message remains private. Nothing contained in this or any other materials generated by the Company or its employees, or any statement made by any employee of the Company, shall create an expectation of privacy to an employee's Electronic Communication. Only the President of the Company can modify this lack of expectation of privacy, and only then with a signed writing.

Notwithstanding the Company's right to retrieve and review such material, such material should be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve any voice mail or e-mail messages that are not addressed to them.

Employees are prohibited from using passwords without prior Company authorization and registration. The existence of a password on voice mail, e-mail or computer systems is not intended to indicate that messages or other communications will remain private.

Employees are prohibited from loading any software onto a Company-provided computer where such action would violate the software license. Employees are prohibited from loading any software onto a Company-provided computer without the express approval of their manager or supervisor.

The e-mail system should not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary information, or similar matter without prior authorization from the Company.

## **Blogging and Social Media Policy**

The Company is generally prohibited by law from requiring or requesting that employees disclose either their username or password for the purpose of accessing their personal social media accounts.

However, there are two exceptions to this general rule: (1) if the employee's social media is reasonably believed to be relevant to an investigation of employee misconduct or an employee's violation of applicable laws and regulations; and (2) if the Company requires this information in order to access a Company issued electronic device.

Employees are prohibited from engaging in web logging or "blogging" or accessing social networks during working time or while using Company equipment. Employees are prohibited from using their Company email addresses to register on social networks, blogs or other online tools utilized for personal use. Employees "blogging" or participating in social networks (including but not limited to use of MySpace, Facebook, Google+, BlogSpot, Friendster, LinkedIn, Instagram, WordPress, Snap Chat or Twitter) while not on working time and while not using Company equipment are reminded that they must adhere to the Company's confidentiality and non-disclosure policy. Expect that if you publish something anywhere online, the Company or your co-workers will see it.

Employees should realize that nothing in this Handbook or in this policy is intended to prevent them from freely discussing their own wages, hours, or working conditions, including in the context of social media.

## **Right To Search Employees**

The Company permits employees to bring purses, bags, backpacks or other personal belongings into the workplace. However, these items are subject to a search when the employees leave the Company's premises. Employees can avoid this search and delay in leaving work by not bringing personal belongings to the workplace.

In the event of a theft or unauthorized taking of property by an employee, or suspected theft or, unauthorized taking by an employee, or possession of a firearm or other potentially dangerous item, we want to minimize the possibility of discipline based upon suspicion or subjective judgment. Therefore, the Company reserves the right to conduct searches of employees, their personal belongings, and any Company furnishings or equipment utilized by employees whenever we deem it necessary. An employee's consent to such searches is a condition of employment, and refusal may result in disciplinary action up to and including termination of employment, even for a first offense.

## **Right To Observe Employees**

In our ongoing effort to achieve the highest level of business efficiency and customer service, the Company reserves the right to observe employees throughout the Company's premises, either by way of direct observation or through the use of electronic devices. The Company may install video cameras to monitor reception areas, work areas and/or other generally open areas where employees may be seen by others. Cameras may also be placed in "private" offices without employees' knowledge and without employees' permission. Therefore, employees should have no anticipation of privacy in the workplace, with the exception of restrooms and changing areas.

## **Employee Privacy**

From time to time, third parties may seek your contact information for various purposes. The Company understands and appreciates that you want to keep your personal contact information private from third parties. To that end, the Company will not disclose your name, address, or other contact information to any third party – even if these third parties are purportedly acting on your behalf – without your prior authorization.

## **Advertising And Promotion**

Occasionally, the Company may use your and other employees' images, voices and/or likenesses in advertising or in other methods to promote its business. As a condition of employment and in consideration for continued employment, all employees agree to permit the Company to photograph, publish, exhibit, reproduce, distribute, or otherwise use image, voice and/or likeness in connection with any Company product or service. Contact Kal Brar if you have any questions about this policy.

## **Media Contact**

Employees may occasionally be approached for interviews with, to provide comments to, or to provide documents to news media or journalists. Only those employees designated by Kal Brar may act as a spokesperson for the Company or make official comment on Company policy, positions, issues or events that involve or have an impact on the Company.

Any statements or written releases to the media (including, but not limited to, newspapers, television, Internet, and bloggers) must be approved by Kal Brar.

## **Safety First**

We pride ourselves on safety. The Company goal is to have no work-related injuries or illnesses. However, the reduction of accidents in our operations is only possible through a team effort involving both employees and the Company. Only through such a cooperative effort can a safety program in the best interest of all be established and preserved.

The Company endeavors to take reasonable precautions in order to provide employees with a safe working environment. The Company will provide all mechanical and physical facilities required for

employee safety and health. Injury prevention, however, is largely an individual effort, and all employees are expected to do their part to work safely. No employee is required to work at a job that is not safe or healthful. The Company expects employees to do everything possible so as not to create conditions that can result in injury to themselves or others. If an employee observes an unsafe work condition, he or she should report it to his or her supervisor immediately.

## **Airborne Infectious Disease**

We want to ensure that you and other employees remain well. Consequently, to stop the spread of infectious diseases, we require all employees to do the following:

- Wash your hands often with soap and water. Alcohol-based hand cleaners are also effective.
- Cover your nose and mouth with a tissue when coughing or sneezing and throw the tissue in the trash after use.
- Stay home when you are sick and remain at home until at least 24 hours after you are free of fever.

As to the final point, we understand that staying home may pose a financial hardship for some of you. However, if you are visibly ill, the Company may send you home to avoid possible infection of other employees. Additionally, if you have been diagnosed with H1N1 or similar diseases, understand that you may continue to be infectious for up to 10 days.

## **Blood-Borne Pathogens**

An exposure incident to blood borne pathogens involves specific eye, mouth, mucous membrane, or parenteral contact with blood or other potentially infectious materials that result from the performance of any employee's duties. All employees involved in direct patient care should be familiar with appropriate decontamination procedures.

In the event of exposure to any blood borne pathogens:

- Adhere to the appropriate decontamination procedures
- Contact the charge nurse or nursing supervisor for assistance
- Inform UNI immediately of exposure

UNI shall immediately make available a confidential medical evaluation and follow-up of the exposed individual. Post-exposure follow shall be made available at no cost to the employee, performed by or under the supervision of a licensed healthcare professional who has a copy of all relevant information related to the incident, and will be made available at a reasonable time and place.

UNI's post-exposure and follow-up shall include the following:

- Documentation of the route(s) of exposure and the circumstances under which an exposure incident occurred



- Identification and documentation of the source individual
- Collection and testing of blood for HIV and HBV serological status
- Post-exposure prophylaxis, as recommended by the U.S. Public Health Service
- Counseling
- Evaluation of reported illness

The Company maintains confidential medical records for each employee with occupational exposure. Records are kept for the duration of employment plus thirty (30) years. Each record shall contain the employee's name, social security number, hepatitis B vaccine history, and a record of all post-exposure follow up.

## **Housekeeping**

Our employees have always taken great pride in clean work stations and neat appearance throughout the facility. We want to encourage you to follow this good "housekeeping" tradition; it means keeping your work place and surroundings neat, clean and free of articles not in use. Each person has the specific responsibility to clean his or her immediate work area and to maintain the area in as attractive and safe a manner as possible. Common areas such as lunch rooms, locker rooms and rest rooms should be kept clean by those using them. Employees are responsible for cleaning their own cups, glasses, dishes, trays and refuse.

## **Company and Client Property And Equipment**

Company and client-owned equipment is expensive and may be difficult to replace. When using equipment, you are expected to exercise care and follow all operating instructions, safety standards and guidelines. At no time is Company or client-owned equipment to be used for personal purposes.

If you have any questions about your responsibility for the maintenance and care of equipment, you should ask your supervisor.

You should immediately notify your supervisor if any equipment, machine, or tool appears to be damaged, defective or needs repair. Prompt reporting of damage, defects and wear can prevent deterioration of vehicles and equipment and avoid possible injury to you and others.

The negligent, careless or unsafe use of Company or client-owned equipment may result in discipline, up to and including termination.

You are responsible for all Company property, materials or written information issued to you or in your possession or control. You must return all such property, materials or information immediately upon request, or at the time of separation from employment with the Company.

If an employee should fail to return any of the Company's property, or should any of the property be returned in a broken or damaged condition, as a result of the employee's willful act or gross negligence, the Company may deduct the reasonable, depreciated value of the property from the employee's paycheck. The Company may also take all appropriate legal action to recover its property.

### Employee Group Insurance

A Company group insurance plan is available to eligible employees.

Complete details concerning this insurance will be given to you at the time of eligibility and can be found at [www.unihcr.com](http://www.unihcr.com)

Eligibility for this program begins on the first day of the month following the completion of sixty (60) days of employment.

Federal and state law (COBRA) provides that in case of termination of employment, or certain other events, an employee and his or her family members may be able to continue group insurance coverage by paying the monthly premium themselves. Further information will be provided to you in case of termination of employment.

### ERISA Claims Procedure For Group Insurance Plans

Pursuant to the Employee Retirement Income Security Act of 1974 (ERISA), the Company discloses certain information regarding and group insurance plans to plan participants. Each new employee is provided with a Summary Plan Description (SPD) for all of these benefit plans which set forth eligibility requirements and procedures for eligible employees to file claims for benefits and to appeal denials of these claims.

In the event of a dispute in connection with ERISA rights under the benefit plans maintained by the Company, the dispute should be submitted to Kal Barar. Within ninety (90) days after the receipt of such a claim, the Company will provide written explanation to the affected employee.

For detailed information regarding employee rights and procedures under ERISA, refer to the specific SPD provided all employees during orientation or request an additional copy of your ERISA rights from Kal Barar.

### Sick Leave

In order to minimize the economic hardships that may result from short-term illness or injury, the Company provides sick leave benefits to all employees.

All employees, regardless of location, will be entitled to sick leave as follows:

Employees will accrue one (1) hour of sick leave for every thirty (30) hours worked, including both regular and overtime hours. For sick leave purposes, exempt administrative, executive and professional employees are deemed to work 40 hours per workweek.

While an employee begins accruing sick leave on the first day of work, an employee must be employed for at least ninety (90) days before he or she can use any available sick leave time. Sick leave must be used in increments of one (1) hours. If an employee has no available sick leave, he or she may use any available vacation time. If no vacation time is available, the time off shall be unpaid. To be eligible for paid sick leave, you must call your supervisor as early as possible, but in no event later than two (2) hours before your normal starting time.

An employee may use sick leave for the diagnosis, care, or treatment of an existing health condition, or for preventative care, for themselves or a family member (child, parent, spouse, registered domestic partner, parent of a spouse, parent of a registered domestic partner, grandparent, grandchild or sibling), an individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, or a person designated by the employee. Sick leave may also be used by an employee who is a victim of domestic violence, sexual assault or stalking if the employee needs time off for medical treatment or legal proceedings. Sick leave may also be used by an employee who is a victim of a violent or serious crime, or whose spouse, child, sibling, or parent is a victim of such a crime, to take time off to appear in court to attend judicial proceedings related to the crime. Any sick leave that qualifies as Family and Medical Care Leave will be counted as such.

Paid sick leave will be compensated as the same wage rate as the employee normally earns during regular work hours. For employees with different hourly rates or exempt, salaried employees, the sick leave pay rate will be determined by dividing the employee's total wages, not including overtime pay, by the employee's total hours worked in the full pay periods of the 90 day period before the sick leave is taken.

Paid sick leave is not considered as time worked in the computation of overtime.

An employee will not be paid for unused sick leave upon termination.

**For employees who work in Bay Area:**

Employees may accrue no more than seventy two (72) hours of sick leave per work anniversary year regardless of the number of hours worked by an employee. No further sick leave will be accrued until some accrued sick leave has been used. All employees may carry accrued but unused sick leave over from year to year.

**For employees who work in the County of Los Angeles and Camarillo:**

Employees may accrue no more than seventy two (72) hours of sick leave per work anniversary year regardless of the number of hours worked by an employee. No further sick leave will be accrued until some accrued sick leave has been used. An employee may accrue more sick leave than he or she is permitted to use in a year. Employees may use up to forty eight (48) hours of sick leave per year. Employees may carry accrued but unused sick leave over from year to year.

### **For employees who work in the City of San Diego:**

Employees may accrue no more than eighty (80) hours of sick leave per work anniversary year regardless of the number of hours worked by an employee. No further sick leave will be accrued until some accrued sick leave has been used. An employee may accrue more sick leave than he or she is permitted to use in a year. Employees may use up to forty (40) hours of sick leave per year. Employees may carry accrued but unused sick leave over from year to year.

### **For employees who work in Orange County, Santee, El Cajon, Chula Vista or any other city/county not listed above:**

Employees may accrue no more than forty eight (48) hours of sick leave per work anniversary year regardless of the number of hours worked by an employee. No further sick leave will be accrued until some accrued sick leave has been used. An employee may accrue more sick leave than he or she is permitted to use in a year. Employees may use up to twenty four (24) hours of sick leave per year. Employees may carry accrued but unused sick leave over from year to year.

## **Holiday Benefits**

Holiday pay varies for each client facility. For further information on holiday pay, consult with UNI payroll and management directly.

## **Time Off For Employees**

Time off for employees is provided in order for employees to have time away from work, either for health reasons, personal purposes, holiday or vacation. Therefore, if you are taking a day off work, either paid or unpaid, you are NOT expected to conduct any work, without express permission of your supervisor.

## **Meetings**

Full staff and department meetings will be held on a regular basis. Each employee must attend in order to have current information about the Company and its business. Attendance at meetings will be paid as working time.

## **Literacy Education**

The Company will reasonably accommodate and assist any employee who reveals a problem of literacy and requests assistance in enrolling in an adult literacy education. The Company will make all reasonable efforts to safeguard the privacy of the employee as to the fact that he or she has a problem with literacy.

Upon request, the Company shall provide the location of local literacy education programs and arrange for the literacy education provider to visit the facility. Although the Company strongly encourages its

employees to take advantage of this assistance, the Company will not compensate the employee for time off for the enrollment and participation in the adult literacy education program.

## **Workers' Compensation**

The Company furnishes Workers' Compensation insurance coverage at its expense. Workers' Compensation insurance is intended to provide medical care and pay for lost time resulting from injuries on the job and those illnesses caused by your work. If you are injured on the job, report the injury, no matter how minor, to your branch manager immediately. Failure to timely report an injury may jeopardize your rights to certain benefits.

Workers' Compensation insurance coverage is not available to you for injuries that occur during your voluntary participation in any off-duty recreational, social or athletic activity that is not part of your work-related duties, even if sponsored by the Company.

To insure you of quality care in case of work-related injury or illness, the Company will direct you to an appropriate health care provider for the treatment of any such injury or illness. If you wish to be treated by your own health care provider instead, you must notify the Company in writing before any injury or illness occurs.

All employees should remember that Workers' Compensation fraud is a felony in California, punishable by up to five (5) years in state prison and a fine of up to \$150,000.00. When an employee makes a Workers' Compensation claim knowing that the injury or illness is not work-related, it is a felony. When an employee allows a doctor, therapist or attorney to use the claim to make money by exaggerating the need for treatment or other benefits, it is also a felony. Workers' Compensation fraud costs companies thousands of dollars a year – money that could otherwise benefit hard-working employees. The Company will take all actions necessary to prosecute cases of Workers' Compensation fraud.

No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this Section of the Handbook.

## **Social Security**

All employees are covered by the Social Security Law and are subject to taxes under the Federal Insurance Contribution Act ("FICA"). A deduction is made from your gross earnings in accordance with the law as your contribution to Social Security. The Company contributes an amount equal to your deduction.

## **Disability Insurance**

All employees are eligible and pay for this program.

No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this Section of the Handbook or for testifying in a disability proceeding.

## **Unemployment Insurance**

If your employment terminates, you may be eligible to receive unemployment insurance. In most cases, you must file a claim in order to collect this benefit. Should such a situation arise, you should inquire about unemployment insurance at the time of your separation from service.

No action will be taken against any employee in any manner for testifying in an unemployment insurance proceeding.

## **Paid Family Leave Insurance**

All employees are covered under the state's paid family leave insurance plan (PFL). This program provides up to six (6) weeks of partial pay in any 12-month period to an employee who is eligible under the Family Medical Leave Act, the California Family Rights Act, or any Company policy, to take time off work to care for a seriously ill parent, parent-in-law, spouse, registered domestic partner, child, grandparent, grandchild or sibling, or to take time off to bond with a newborn child or a newly placed adopted or foster child. PFL does not create any additional rights to time off of work.

PFL is funded by an employee payroll deduction, according to law. PFL benefits are paid to an employee by the state.

## Rules Regarding All Leaves

### Non-Retaliation

No action will be taken against any employee in any manner for requesting or taking any of the leaves of absence provided for in this Section of the Handbook.

### Accrual of Benefits While on Leave of Absence

Vacation days, holidays and sick leave do not accrue during any period of a leave of absence, except that an employee returning from a military or bone marrow/organ donation leave of absence will be reinstated with full benefits.

### Legal Eligibility

For all leaves except industrial medical leaves, bereavement leave, and personal leaves of absence, employees should have no expectation that a leave is available to them unless both the Company and the employee meet the eligibility criteria stated by law. For example, simply because the Company lists a Pregnancy Disability Leave policy, employees are not eligible for such a leave unless the Company employs five (5) or more employees.

### Working Elsewhere While on a Leave of Absence

Employees cannot be employed elsewhere, including self-employment or working as an independent contractor, or apply for unemployment benefits while on leave. Violation of this policy will result in termination.

### Failure to Return After a Leave of Absence

Failure to return from leave of absence by the scheduled time may result in termination.

### Returning from a Leave

An employee who returns to work following a leave of absence resulting from an injury or illness may be required to take a physical examination to: (1) determine if the employee is an "individual with a disability" for purposes of the Americans with Disabilities Act and any other applicable federal or state law; (2) to determine if the employee can perform the essential functions of the job to which he or she is returning with or without reasonable accommodation and without posing a direct threat to the health or safety of others; and (3) to identify an effective accommodation that would enable the employee to

perform the essential functions of the job. Any physical examination required by the Company is provided by the Company at no cost to an employee.

## **Pregnancy Disability Leave**

An employee will be granted a leave of absence due to disability arising from pregnancy or childbirth.

### **Request for Leave**

No employee shall be granted a pregnancy disability leave unless the employee submits a written request for pregnancy leave, and, in addition, furnishes a doctor's written certification stating the beginning date and length of such leave. Written updates may be requested from time to time thereafter. Failure to provide the above information is grounds for denial of a pregnancy disability leave of absence.

### **Length of Leave**

A leave of absence for the birth of a child or for any other pregnancy related medical condition will be granted for the period that an employee is disabled. Prior to the birth of a child, an employee may take leave intermittently for prenatal examinations and for pregnancy related illnesses such as severe morning sickness. An employee is entitled to no less than 17 1/3 weeks of time off due to pregnancy related conditions. Part-time employees are entitled to a pro rata leave. As a reasonable accommodation, an employee may be entitled to an extended leave of absence.

### **Compensation and Benefits**

Pregnancy disability leave is without pay.

The Company will, however, continue to pay the premium for the employee's health insurance that the Company would have paid but for the employee's leave, for the duration of the leave.

If the employee takes baby bonding leave pursuant to the California Family Rights Act, the Company will continue to pay the premium for the employee's health insurance that the Company would have paid but for the employee's leave for an additional twelve (12) weeks in any twelve (12) month period.

In either case, the employee will be responsible for paying for the employee portion of the health insurance premium, and such payment will be due at the same time as if it had been made by payroll deduction.

### **Use of Vacation and Sick Leave**

An employee who takes a pregnancy disability leave must use accrued sick leave pay and may use accrued vacation pay.



## **Return from Leave**

An employee returning from a pregnancy disability leave of absence must furnish a doctor's written certification of her fitness to perform the essential functions of her job, with or without reasonable accommodation.

Upon return from such a leave of absence, unless there is an intervening business necessity, the Company will return the employee to the same position held prior to the leave of absence. If this position is not available, a comparable position will be offered. If no comparable position is immediately available, but such a position becomes available within 60 days of the employee's availability to return to work, the employee shall be offered the position at that time.

## **Organ and Bone Marrow Donor Leave**

An employee will be granted a leave of absence due to their donation of an organ or bone marrow to another person.

### **Request for Leave**

No employee shall be granted an organ or bone marrow leave unless he/she submits a written request for leave stating that s/he is an organ or bone marrow donor and showing a medical necessity for the donation of the organ or bone marrow. Failure to provide the above information is grounds for denial of this leave of absence.

### **Length of Leave**

Leave time due to organ donation may not exceed thirty (30) days off in any 12-month period, commencing with the first day on which any such leave is taken.

Leave time due to bone marrow donation may not exceed five (5) days off in any 12-month period, commencing with the first day on which any such leave is taken.

### **Compensation and Benefits**

Organ and bone marrow donor leave is with pay. As such, employees will be paid their usual and customary salary/daily rate while on such leave.

Time spent on an organ or bone marrow donor leave will not constitute a break in service for any reason. To the extent an employee receives benefits under a group health plan benefits, the Company will continue to pay the premium for the employee's health insurance that the Company would have paid but for the employee's leave.

## Use of Vacation and Sick Leave

The Company requires employees taking leave to donate bone marrow to use no more than five days of earned but unused sick or vacation leave. The Company requires employees taking leave to donate an organ to use no more than two weeks of earned but unused sick or vacation leave.

## Return from Leave

Upon return from such a leave of absence, the Company will use its best efforts to return the employee to the same position held prior to the leave of absence. If this position is not available, a comparable position will be offered.

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

### Eligibility

To be eligible for this leave, an employee must meet the following criteria:

- 1) The employee must be employed by the Company for at least one (1) year of aggregate employment;
- 2) The employee must have worked for the Company for at least 1250 hours (excluding vacations, holidays, sick leave and leaves of absence) during the immediately preceding 12-month period; and
- 3) The employee must be employed at a location where fifty (50) of the Company's workers are employed or work within seventy-five (75) miles of each other.

### Reasons for Leave

Leave under this policy is available for the following reasons:

- 1) **Child Bonding.** Due to the birth of the employee's child or placement of a child with the employee by adoption or for foster care.
- 2) **Serious Health Conditions.** To care for a child, spouse or parent with a serious health condition, or on account of the employee's own serious health condition, including work-related injuries or illness. CFRA leave may also be used to care for a domestic partner with a serious health condition. For purposes of this policy, a parent can mean someone who stands *in loco parentis* to the employee and a child can be someone for whom the employee stands *in loco parentis*.
- 3) **Servicemember's Serious Health Condition.** To care for a current member of the Armed Forces, a member of the Armed Forces who is on the temporary disability retired list, or certain recent veterans who have a serious injury or illness incurred in the line of duty on active duty

for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. The employee must be the spouse, son, daughter, parent, or next of kin of a member of the United States Armed Forces. For the purposes of this policy, a parent can mean someone who stands *in loco parentis* to the employee and a child can be someone for whom the employee stands *in loco parentis*.

- 4) **Qualifying Exigency Involving a Servicemember.** To address a "qualifying exigency" as defined below.

Although an employee may be eligible for FMLA/CFRA leave, the employee may decline the right to take such leave. An employee making such a choice will be required to complete a declination form provided by the Company.

## Qualifying Exigencies For Servicemember

Federal law describes many circumstances that may be considered a "qualifying exigency." If there is any question on whether something is a qualifying exigency, the Company will use only such circumstances as are required by law and nothing in this policy should be considered to have granted any rights to leave that are not required by law. In any event, all qualifying exigencies require that the military member be the employee's spouse, son, daughter, or parent on active duty or call to active duty status. Military members covered by this policy also include the employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood *in loco parentis*, who is on active duty or call to active duty status, and who is of any age. For purposes of this policy, a "parent" can mean someone who stands *in loco parentis* to the employee and a "child," "son" or "daughter" can be someone for whom the employee stands *in loco parentis*. A qualifying exigency is, as defined by applicable law: 1) Short-Notice Deployment; 2) Military Events and Related Activities; 3) Childcare and School Activities; 4) Financial and Legal Arrangements; 5) Counseling; 6) Rest and Recuperation; 7) Post-Deployment Activities; and 8) Additional Activities as agreed by the Company and employee.

Instances of leave time due to a short-notice "qualifying exigency" may not exceed seven (7) calendar days off. Instances of leave time due to a rest and relaxation qualifying exigency may not exceed five (5) calendar days. Instances of leave time due to any additional activity to which the Company and employee agree is a qualifying exigency may not exceed the time agreed to by the Company and employee.

## Length of Leave

Leave time due to child bonding, a serious health condition (other than a servicemember's serious health condition), or a qualifying exigency may not exceed twelve (12) weeks off in any 12-month period, commencing with the first day on which any family and medical care leave is taken.

Leave time due to a "servicemember's serious health condition" may not exceed twenty-six (26) weeks off in any 12-month period, commencing with the first day on which any such leave is taken.

Thus, for example, an eligible employee may, during the single 12-month period take sixteen (16) weeks of leave to care for a covered servicemember and ten (10) weeks of leave to care for a newborn child. However, the employee may not take more than twelve (12) weeks of leave to care for the newborn child during the single 12-month period even if the employee takes fewer than fourteen (14) weeks of FMLA leave to care for a covered servicemember.

CFRA leave may be taken in addition to any leave of absence that an employee may be entitled to on account of a disability resulting from pregnancy disability.

If two parents work for the Company, they can only take a combined total of twelve (12) workweeks in a 12-month period for FMLA/CFRA leave taken on account of the birth of a child, for placement of a child by adoption or for foster care. However, the Company will not limit the parents' entitlement to FMLA/CFRA leave for any other qualifying reason.

A baby bonding leave must be taken in increments of at least two (2) weeks; provided that an employee can take a leave of less than two (2) weeks on two (2) occasions per child.

If the leave is required due to a planned medical treatment, the employee must make a reasonable effort to schedule the treatment to avoid disruption of the Company's operations.

## **Use of Vacation or Sick Leave**

An employee who takes FMLA/CFRA leave must use accrued vacation pay.

An employee who takes FMLA/CFRA leave on account of his or her own serious medical condition must use accrued sick leave pay.

If an employee is receiving benefits from a disability leave plan, such as Paid Family Leave, state disability, or a disability benefit offered by the employer (such as Aflac or a long-term disability plan), the Company will not require an employee taking a FMLA/CFRA leave to use his/her sick and/or vacation time; however, the employee may use sick and/or vacation time to supplement the employee's disability benefits if: (1) the employee requests the use of the paid leave; and (2) the disability leave plan does not provide the employee with complete wage replacement (e.g. if the plan only pays the employee 2/3 of his/her wages).

## **Intermittent Leave**

If the leave is due to a serious health condition in the employee's family or the employee's own health problems, it will, upon request, be granted to an employee on an intermittent basis. If the employee has requested intermittent leave, the Company may temporarily transfer the employee to another position which better accommodates recurring periods of leave, provided that the employee is qualified for the other position and that the employee continues to receive equivalent pay and benefits.

If an employee needs intermittent leave or a reduced leave schedule for a planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the Company's operations.

## **Request for Leave**

No leave will be granted to an employee unless he or she submits a written request for a family and medical care leave stating the beginning date and length of such leave. If the employee's need for family or medical care leave is foreseeable, the employee must provide the Company with reasonable advance notice of the need for the leave. Written updates may be required from time to time thereafter. Failure to comply with these requirements is grounds for denial of a family or medical care leave.

Where the leave is requested to enable the employee to care for a seriously ill child, spouse or parent, or because of the employee's own serious health condition, the employee must furnish a doctor's written certification, on a form provided by the Company, including the date the serious health condition commenced, and an estimate of the probable duration of the condition. For leave to enable the employee to care for a seriously ill child, spouse or parent, the written certification must also contain an estimate of the amount of time that the doctor believes the employee needs to care for the family member, and a statement that the serious health condition warrants participation of a family member to provide care during a period of treatment or supervision.

For leave because of the employee's own serious health condition, the written certification must also indicate if the employee is unable to perform work of any kind or is unable to perform the essential functions of the employee's job as set forth in the employee's written job description.

For leave because of a qualifying exigency for a servicemember, the first time that the employee requests such leave, the Company may request that the employee provide a copy of the covered military member's active duty orders or other documents issued by the military which indicate that the military member is on active duty or call to active duty status and dates of the active duty service. The Company then may require that the employee provide a signed certification stating, among other things, the need for leave, the approximate date for commencing the leave, the frequency and duration requested, and the contact information for third parties involved. If the qualifying exigency involves a third person, without the employee's permission, the Company may contact the third person to verify the employee's meeting or appointment with the third party. Without prior employee permission, the Company also may contact the Department of Defense to verify the military member's active duty.

For leave to care for a service member with a serious injury or illness, the Company may require the employee to provide certification from the service member's health care provider. This certification may request the health care provider to provide, among other things, the name, address and contact information of the health care provider, their medical practice type, their specialty, whether the service member's injury or illness was incurred in the line of active duty, approximate date and probable duration of the condition, medical facts sufficient to ascertain the need for the leave and information about intermittent or reduced schedule treatment. The Company also can request information from the employee or service member to ascertain the need for the leave and its duration. The Company will not

ask for the underlying diagnosis unless the employee has exhausted his/her right to leave (if any) under the California Family Rights Act. The Company may accept International Travel Orders or Invitational Travel Authorizations in lieu of the Company's certification form. The Company will not request second or third medical opinions or recertification when leave is requested for a service member's serious injury or illness.

## **Second Medical Opinion**

Prior to granting a leave because of an employee's own serious health condition, the Company may request a second medical opinion to be rendered by a doctor of its choice. If the opinions of the employee's and the Company's doctors differ, the Company may require a final and binding opinion from a third doctor, jointly approved by the Company and the employee.

## **Compensation and Benefits**

FMLA/CFRA leave is without pay. The Company will, however, continue to pay the premium for the employee's health insurance that the Company would have paid but for the employee's leave for a maximum of twelve (12) weeks in any 12-month period or if the leave is for a service member's illness or injury, for a maximum of twenty-six (26) weeks in any 12-month period. The employee will be responsible for paying for the employee portion of the health insurance premium, and such payment will be due at the same time as if it had been made by payroll deduction. Insurance may be cancelled if the employee fails to pay his or her portion while on leave.

## **Return from Leave**

Where FMLA/CFRA leave has been taken by an employee on account of the employee's own serious health condition, before the employee returns to work, the employee must provide the Company with a written doctor's certification that the employee is able to resume work. The Company reserves the right to require a physical examination by a doctor of its choice to determine if the employee is able to perform the essential functions of the employee's job as set forth in the employee's written job description.

Upon return from such a leave of absence, the Company will use its best efforts to return the employee to the same position held prior to the leave of absence. If this position is not available, a comparable position will be offered.

## **Workers Compensation Leave**

An employee shall be granted a leave of absence due to a work-related illness or injury. Any leave taken under this provision qualifies as FMLA/CFRA leave and will be counted as such.

## **Request for Leave**

An employee must submit a written request for a Workers' Compensation leave of absence, and, in addition, furnish a doctor's written certification stating the cause, beginning date and length of such

leave. Written updates may be requested from time to time thereafter. Failure to provide the above information is grounds for denial of a Workers' Compensation leave of absence.

## **Length of Leave**

A Workers Compensation leave of absence shall be for a reasonable period of time during which an employee is disabled, but the leave of absence shall not extend beyond the time that the employee is deemed "permanent and stationary."

## **Use of Vacation and Sick Leave**

If the employee's Workers' Compensation leave is not an approved FMLA/CFRA leave, an employee who takes Workers' Compensation leave for industrial illness or injury must use accrued vacation and sick leave pay.

If the employee's Workers' Compensation leave is an approved FMLA/CFRA leave, the employee will not be required to use accrued vacation and sick leave pay unless all of the following occur:

1. The employee is authorized to work a modified or light duty position by a health care practitioner treating him/her;
2. The Company offers the employee a complying modified or light duty position;
3. The employee refuses to take the modified or light duty position; and
4. The employee's Workers' Compensation benefits cease as a result of the refusal to take the modified or light duty position.

## **Compensation and Benefits**

Workers' Compensation leaves of absence are without pay from the Company, but the employee may be entitled to disability payments under the Company's Workers' Compensation insurance policy. The Company will, however, continue to pay the premium for the employee's health insurance that the Company would have paid but for the employee's leave for a maximum of twelve (12) weeks. The employee will be responsible for paying for the employee portion of the health insurance premium, and such payment will be due at the same time as if it had been made by payroll deduction.

## **Return from Leave**

An employee returning from a Workers' Compensation leave of absence must furnish a doctor's written certification of his or her fitness to perform the essential functions of his or her job, with or without reasonable accommodation.

Upon return from such a leave of absence, the Firm will use its best efforts to return the employee to the same position held prior to the leave of absence. If this position is not available, a comparable position will be offered.

## **Military Leave**

An employee who enters the armed forces of the United States will be granted a military leave in accordance with federal laws.

### **Request for Leave**

An employee must provide advance notice of the need for military leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

### **Length of Leave**

The Company will grant up to a total of five (5) years for an employee's military leave of absence, which includes the cumulative length of all absences from employment due to military service.

### **Use of Vacation**

An employee who takes a military leave of absence may request to use his or her accrued vacation.

### **Compensation and Benefits**

Military leaves of absence are without pay from the Company. All other rights and benefits will continue as if the employee had remained continuously employed and will be available to the employee upon reinstatement.

### **Return from Leave**

Upon completion of military service, the employee will be reinstated with full seniority to his/her former position or to a comparable position if application for re-employment is made within ninety (90) calendar days from release from the service or hospitalization. However, the employee will not be reinstated if the Company's circumstances have so changed that re-employment is impossible or unreasonable.

### **National Guard Service**

An employee who is a member of the National Guard of any state or a reserve component of the armed forces shall, upon furnishing a copy of the official orders or instructions, be granted a military training leave. Training leaves shall not, except in an emergency or in the event of extenuating circumstances, exceed two (2) weeks a year, plus reasonable travel time. The employee may choose to take vacation, if accrued, during military training.

## **Military Spouse Leave**

Any employee who works an average of twenty (20) or more hours per week is eligible for military spouse leave. Eligible employees who are the spouse or registered domestic partner of a member of



the Armed Forces, National Guard or Reserves may take up to ten (10) days of unpaid time off while the military spouse is on leave from active duty during a period of military conflict.

An employee desiring to take this leave must provide the Company with written notice of intent to take time off within two (2) business days of the employee's receipt of notice that the military spouse will be on leave. The notice must indicate the days that the employee desires to take off and must attach written documentation certifying that:

- The military spouse is deployed in an area the President of the United States has designated a combat zone or combat theater; and
- That the military spouse will be on leave during the time that the employee is requesting to take off work.

This leave is in addition to and does not affect any other types of leave which the employee is allowed.

## **Alcohol And Drug Rehabilitation Leave**

The Company wishes to assist employees who recognize that they have a problem with alcohol or drug use that may interfere with their ability to perform their job in a satisfactory manner.

If you have a problem with alcohol or drugs and decide to enroll voluntarily in a rehabilitation program, you will be given unpaid time off to participate in the program unless it would result in an undue hardship to the Company. If you request time off to participate in such a program, the Company will also make reasonable efforts to keep confidential the fact that you have done so.

You must use accrued sick leave or vacation benefits while on leave. However, additional benefits will not be earned during the leave of absence. The leave will be subject to the same provisions and rules as apply to medical leaves.

No action will be taken against any employee in any manner for requesting or taking any leave of absence provided for in this Section of the Handbook. However, the Company will not continue to employ any person whose performance of essential job functions is impaired by drug or alcohol use. Nor will the Company re-employ any person who has participated in alcohol and drug rehabilitation if the person's job performance remains impaired as a result of dependency. Employees who are given the opportunity to seek rehabilitation, but fail to successfully overcome their dependency will not be given a second opportunity to seek treatment.

This policy on treatment and rehabilitation is not intended to affect the Company's treatment of employees who violate the Company's drug and alcohol policy. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

## **Leave Of Absence For Emergency Service**

The Company will give time off to an employee to perform emergency duty as a volunteer firefighter, reserve peace officer, emergency rescue person, or a disaster medical responder.

An employee who is a health care provider must notify his or her employer at the time when he/she is designated as an emergency rescue person and then again when he/she learns that he/she will be deployed for emergency duty.

## **Leave of Absence For Fire, Law Enforcement or Emergency Rescue Training**

An employee who is a volunteer firefighter, reserve peace officer or emergency rescue person will be granted leaves of absence not to exceed a total of fourteen (14) days in any calendar year for the purpose of engaging in training. If you need time off on account of such training, you should notify your supervisor as soon as possible so that arrangements to accommodate your absence may be made.

Time off to serve or train as a volunteer firefighter, reserve police officer or emergency rescue person is unpaid, however, you may choose to use accrued vacation during this time off.

## **Civil Air Patrol Leave**

An employee who is a volunteer member of the California Wing of the civilian auxiliary of the U.S. Air Force Civil Air Patrol, responding to emergency operation missions, will be granted a leave of absence not to exceed a total of ten (10) days in any calendar year, provided that the leave may not exceed three (3) days for a single emergency.

If you need time off on account of service with the civil air patrol, you should notify your supervisor as soon as possible so that arrangements to accommodate your absence may be made.

Time of to serve with the civil air patrol is unpaid; however, you may choose to use accrued vacation during this time off.

## **School Appearance**

The Company will not take any action against any employee, who is the parent or guardian of a pupil, who takes time off to appear at his/her child's or ward's school in connection with a suspension or expulsion from a class or school.

If you will be making an appearance at your child or ward's school, you should alert your supervisor as soon as possible so that alternative arrangements can be made.

You must use vacation time for such absences; otherwise, school appearance time will be unpaid. However, the salary of an exempt employee will not be reduced if he or she misses only a portion of a day for a school appearance.

## **School Visitation**

Because the Company recognizes the importance of the family obligations that many employees bear, an employee who is a parent, guardian, or grandparent having custody of one or more children, will be granted up to forty (40) hours each year, not to exceed eight (8) hours per month, to visit his or her child's or grandchild's pre-school, nursery school, elementary or secondary school for parent conferences, special programs and the like. You may also take this time off work to: (1) find, enroll, or re-enroll your child in a school or with a licensed child care provider, or (2) to address a child care provider or school emergency. If you will be visiting your child or grandchild's school, you should alert your supervisor as soon as possible so that alternative arrangements can be made.

If both parents of a child are employed by the Company, only one (1) parent may take time off to attend a particular school activity. The parent who first gives notice of a planned absence will have preference for time off.

You must use vacation time for such absences; otherwise, school visitation time will be unpaid. However, the salary of an exempt employee will not be reduced if he or she misses only a portion of a day for school related activities.

## **Jury Duty**

Any employee wishing to serve on jury duty may do so.

You should bring any juror's questionnaire to your supervisor immediately after it is received so that arrangements to accommodate your absence may be made.

While serving on a jury, you are expected to report for work whenever the court schedule permits, unless otherwise instructed by the Company. You may be required to provide the Company with written proof of jury duty.

Hourly (non-exempt) employees will not be paid by the Company while serving on a jury. A salaried (exempt) employee's salary will not be reduced for partial weeks of work due to service as a juror. However, a salaried employee will not be paid by the Company if he or she misses an entire week of work due to jury duty.

If desired, you can use any available vacation time while serving on a jury. You may keep any jury fees, appearance fees, or mileage allowances paid by the court while serving on jury duty.

## **Judicial Leaves**

### **Court Appearance**

An employee, including a victim of a crime, may take time off to appear in court as a witness in order to comply with a subpoena or other order.

If you need time off to appear as a witness, you should bring the subpoena or court order to your supervisor immediately after it is received so that arrangements to accommodate your absence may be made.

While taking time off to appear as a witness, you are expected to report for work whenever the court schedule permits. Time off to appear as a witness is unpaid. However, you must use any available vacation time. You may also keep any appearance, witness, or mileage fees paid by the court.

## **Victims of Domestic Violence, Sexual Assault or Stalking**

An employee who is a victim of domestic violence, sexual assault or stalking may take time off in order to obtain judicial relief to help ensure the health, safety or welfare of the employee or his or her child.

You may also take time off for any of the following: (1) to seek medical attention for injuries caused by domestic violence, sexual assault or stalking; (2) to obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence or sexual assault; (3) to obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking; or (4) to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking.

If you need time off on account of domestic violence, sexual assault or stalking, you should notify your supervisor as soon as possible so that arrangements to accommodate your absence may be made. If advance notice is not possible, you must provide appropriate written certification of the reason for your absence upon your return to work.

The Company will make reasonable efforts to maintain the confidentiality of any employee requesting time off on account of domestic violence, sexual assault or stalking.

Time off on account of domestic violence, sexual assault or stalking is unpaid. However, you may use any available sick leave and must use any available vacation time.

## **Victims of Crime**

An employee who is a victim of a felony, or whose spouse, registered domestic partner, child, stepchild, sibling, step sibling, parent, or step parent is a victim of a felony, may take time off in order to attend judicial proceedings relating to the crime.

If you need such time off, you must give your supervisor a copy of the notice of the scheduled proceeding. If advance notice is not possible, you must provide a copy of documentation relating to the judicial proceeding within a reasonable period of time after your return to work.

Time off for victims of crime is unpaid. However, you may use any available sick leave while attending judicial proceedings relating to the crime and if desired, you can use any available vacation.

## **Voting Time**

Because the Company has a continuing interest in encouraging responsible citizenship, you are urged to vote for candidates of your choice at local, state and national elections either before or after an employee's regular shift. In extreme cases, if you do not have sufficient time outside of working hours within which to vote, you will be allowed to take up to two (2) hours off with pay for this purpose. Such time off should be taken at the beginning or end of your regular shift, whichever allows for more free time.

To receive time off for voting, you must advise your supervisor that you will need time off at least three (3) days before Election Day, receive approval from your supervisor, and present a voter's receipt to your supervisor.

# Separation From Employment

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## Resignation

If you find it necessary to resign your employment with the Company, you are asked to give at least two (2) weeks advance notice to your supervisor, in writing, specifying your last day of work.

Circumstances may exist where the Company will exercise its right to immediately accept an employee's resignation and to accelerate the final date of employment. The Company reserves its right to accept a resignation and recognize an employee's termination date as any date it chooses between the date the resignation is submitted and the date designated by the employee as the last day of employment.

## Exit Interview

The Company will schedule an exit interview with each employee who leaves the Company, regardless of the reason. This interview allows an employee to communicate his or her views on their work with the Company. It also provides the employee an opportunity to discuss issues concerning insurance and other benefits. At the time of the exit interview, an employee is expected to return all Company-provided equipment and tools. Arrangements for clearing any outstanding debts that the employee might owe the Company and for the employee to receive his or her final paycheck are also made at this time.

## Final Pay Check

If an employee is terminated by the Company, the employee will be provided his/her final pay check at the time of termination. If an employee voluntarily resigns (including retirement), and provides the Company with at least 72 hours notice, the employee will be provided his/her final pay check on the last day of work. If an employee resigns but fails to provide 72 hours notice, the employee will be provided his/her final pay check within 72 hours of notice. In all cases, final pay checks will be available to an employee at the location where he/she worked for the Company, unless the employee directs the Company to deliver the check to him/her by mail. In such a case, the check will be mailed registered, certified, return receipt requested, to the most recent address that the Company has on file for the employee or to any other address specified in writing by the employee.

## Severance Pay

The Company does not, as a matter of course, provide severance pay to employees who terminate employment, either voluntarily or otherwise.

# Receipt And Acknowledgment

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This is to acknowledge that I have received a copy of the United Nursing International 2015 Employee Handbook. This Handbook sets forth the terms and conditions of my employment as well as the rights, duties, responsibilities and obligations of my employment with the Company. I understand and agree that it is my responsibility to read and familiarize myself with all of the provisions of the Handbook. I **further understand and agree that I am bound by the provisions of the Handbook, particularly the provision relating to the mandatory, binding arbitration of any employment-related dispute. I understand that by agreeing to arbitration, I am waiving the right to a trial by jury of the matters covered by the "Arbitration" provisions of the Handbook.** I understand that if I have any questions about any portion of this Handbook, I may direct those questions to the Branch Manager. I understand the Company has the right to amend, modify, rescind, delete, supplement or add to the provisions of this Handbook, as it deems appropriate from time to time in its sole and absolute discretion. **The Company, however, may only make changes to the Handbook's arbitration policy as are necessary to make the arbitration policy enforceable under any federal, state or local law or other applicable case law effective after this Handbook's initial dissemination to its workforce.** I further understand that my employment is at will and no manager, supervisor, or other employee of the Company, other than Kal Brar can enter into an agreement for continued or indefinite employment or employment for a specific term, position, or rate of pay, and that any such agreement must be in writing.

I understand that the Company cares about my privacy, particularly when third parties are seeking my contact information. To that end, I hereby notify the Company that, unless I have previously authorized the disclosure in writing, I do not authorize the Company to disclose my name, address, or other contact information to any third party, including but not limited to anybody in connection with a class action or claim under the California Private Attorney General Act, even though such claim may result in a monetary recovery by me. I do, however, hereby authorize the disclosure of my name, address, and other contact information to the Company's insurance providers, payroll company (if any), and representatives, including attorneys and accountants. My direction to the Company as provided in this paragraph may be revoked by me at any time by obtaining a revocation form from Human Resources.

My signature below certifies that I understand that the foregoing agreement on at will status is the sole and entire agreement between the Company and me concerning the duration of employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings and representations concerning my employment with the Company.

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

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
EMPLOYEE NAME PRINTED