

# **PERSONNEL POLICY MANUAL**

**For the employees of:**

**425 Dental**

**Effective: 02/10/2022**

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# INTRODUCTION

## WELCOME

Welcome! Congratulations on being selected as a member of our team. We are confident that the unique combination of skills, talents, experiences and abilities you bring to us will enhance our team, and we hope to provide a good working environment for you to further your career.

Contained within this manual are policies that pertain to new and present employees alike. It states our policies on employment, the responsibilities of our employees, and your benefits. As a new employee, we want you to familiarize yourself with our culture, policies, guidelines and practices. It is essential that you read each section of this manual. By doing so, you will obtain a more thorough understanding of our guidelines and policies. If there is any policy you do not understand, please ask for clarification.

Again, welcome to our team! If you have any questions or problems, please let us know. Our door is always open to you.

## ABOUT THE MANUAL

This manual is a reference for you and us. It is a summary of personnel policies, procedures and employee benefits. It is designed to be a working guide for the administration of a consistent and fair personnel program. Please read it carefully.

### **The policies herein are intended to:**

- Prevent misunderstandings that might arise from unwritten policies, inconsistently applied policies, or lack of proper communications
- Eliminate the need to make hasty decisions in matters of personnel policies
- Assure uniformity and fairness in the administration of policies
- Communicate the rights and responsibilities of all

The policies described are not an expressed or implied contract of employment and do not in any way imply or create any rights, contractual or otherwise. We reserve the right to modify, suspend, rescind, interpret and administer any of the policies, procedures, terms, conditions, and language of any or all parts of this manual.

This policy manual replaces all earlier policy manuals and takes precedence over all memoranda and oral descriptions of personnel policies, practices, and procedures.

Upon hire, you will be asked to sign the *Policy Manual Acknowledgement Form* once you have had an opportunity to read and familiarize yourself with its contents. You will be informed of any revisions to these policies as they occur during employment, and you will be asked to sign a copy of the *Updated Policy Manual Acknowledgement Form*.

This Personnel Policy Manual is our property. Please do not remove any hardcopy versions from the premises.

If you have any questions, please feel free to ask.

## **INTERNAL CREED**

### **External Core Values**

#### Mission

Our mission is to work together as a family in providing the highest quality dental care to our community at a fair price.

#### Vision

Our vision is to be the leader of comprehensive oral health to the communities we serve.

#### Our Brand Story

425 Dental is a well-recognized leader in comprehensive dental and oral healthcare. Our unique brand of care brings together unparalleled expertise, kindness and respect to deliver an exceptional experience for everyone who walks through our doors. We intentionally and instinctively place your interests above ours because we strongly believe in the “care” in “dental care.”

We take to heart that we treat moms, dad, kids, grandchildren, grandparents, nieces, nephews, friends and neighbors. No one at our practice is a “patient,” because we treat real people, not patients. And, because transparency is at the heart of our work, we work with each person for whom we provide care to educate them on their own dental health journey. Yes, we are dentists and hygienists, but we dutifully serve as dental and oral health advocates. Our doctors and staff are committed to lifelong learning and bringing that knowledge to the chairside, helping improve the oral and dental health status of our community.

Our dedication to continuing education and innovation make it possible for us to offer exceptional dental care, transparently. That’s why we will answer every question about dental care, technology, and price with honesty and integrity. Our practice is built on trust, and it is our core intention to continue to earn that trust every day, from everyone who walks through our doors.

#### Our Core Values:

- We are committed to helping and improving our communities.
- We treat everyone who visits us with the same respect we wish to be treated with.
- We work hard to build and earn relationships with every patient and our team members.
- We empower and support patients to make the best decisions for their oral health through personalized care.

- We deliver the highest quality oral healthcare possible.

## **Internal Core Values**

### Mission

Our mission is to work together as a family in providing the highest quality dental care to our community at a fair price.

### Vision

Our vision is to be the leader of comprehensive oral health to the communities we serve.

### Our Brand Story

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### Our Core Values:

- Support our community and each other
  - We support our community by providing dental care to those that need it most and can’t afford it. We do this with our programs: Holocaust Survivors, Peace Corps Volunteers, UW Dental School Husky Smiles, US Veterans Program, and helping our patients as life situations change and those that we see need the help
  - We support each other as we all go through life and have hard times, we don’t expect people to share, but if they do, they know we all stand united and will do what it takes to help both in the office and outside the office if possible

- We support each other in the dental office we call our Dental Home, by always having each other's back and helping out with a challenging patient, setting up rooms, helping with a challenging check out/treatment plan, staying late and helping catch up, encouraging when things get hard to keep on going
  
- Follow the golden rule
- We treat each other and our patients as we would want to be treated; with respect, integrity, understanding and compassion
- We provide support during hard times and challenging patients as if we were in their shoes
- We don't create conflict when we have concerns or challenges regarding patients/team members/425 Dental. We approach our concerns or challenges head on whenever possible, privately with the parties who are involved or can assist with resolving the concerns or challenges. If a resolution can not be met, bring it to the attention of management.
- We respect our patients' time and our team members; we do things that help others get their job done without wasting time and not taking shortcuts on our side to save time and create work for others
  
- Be impeccable with your word
- We say what we do, and we do what we say
- We use our words wisely, lead with integrity and are never discourteous to each other and patients
- We understand that words have REAL power and we use them carefully, as words can create bonds and strengthen relationships, or they can destroy families and organizations
- We choose to use words to strengthen our relationships with each other, our patients, vendors and others in our community when representing 425 Dental
  
- Don't assume
- We don't assume what others are thinking or how they feel, we use our communication skills and find the courage to ask our team members and patients about their expectations and feelings
- We ask for clarification when not understanding tasks or requests from patients and team members

- We don't assume how others are feeling and what offends them, we ASK
- We don't assume why someone did or said something and don't use that to start rumors, we approach them and ASK for clarity
  
- Always do your best
  - We know that everyone has a life outside of the 425 Dental home, but we always try our best and that best can fluctuate based on the patients, situation and what has happened in our lives outside of 425 Dental
  - We strive to do our best when dealing with patients in our respected areas of expertise, i.e. financial treatment planning, positive phone call experience, best cleaning, fillings, insurance verification, cosmetic result, etc.
  - We ask ourselves when dealing with a difficult situation, "is this the best that I can do?"
  
- Provide quality of care
  - We strive to provide the best quality of care that we can in all areas of the 425 Dental organization
  - We judge quality based on clinical, financial, interactions and everything that 425 Dental touches
  - We utilize the best materials, technology, and team members to be able to achieve top quality
  - We strive to follow protocols and systems that have been developed and understand that they can change, if we see that we need to alter them then we communicate on proposed changes and provide constructive feedback
  - We work with each other in providing quality of care and not against one another, there is no back and front, hygiene vs support team, management vs team
  
- Maintain financial success
  - We strive to be financially secure as an organization as without this we cannot support our community, the patients that trust us, the technology that we have, the trips and fun activities we do, the benefits that we offer
  - We will listen to the counsel of our Accounting and Financial Team in making decisions that position 425 Dental to be financially secure

- We respect the time clock and use our time productively for duties that are assigned to us by our position when down time arises
- We take responsibility of managing our clock in/out duties and not put strain on management
- We maintain productivity during business hours and minimize our time on the clock outside of business hours to be used for productive tasks that can't be done during regular business hours
- We monitor supplies, equipment and technology that we use to minimize breakage or unnecessary waste

## **OUR PHILOSOPHY**

Our goal is to provide each patient with the finest care in a professional environment that inspires trust and confidence. We, therefore, encourage you to share your ideas, opinions, and feelings so we can be sure to keep the channels of communication open.

Our business must be managed efficiently and profitably if we are to continue serving our community with quality treatment. We invite and appreciate your contributions and suggestions toward greater efficiency.

### **We strive:**

- To help our patients achieve the highest level of health possible
- To be committed to excellence in all our services to the patient
- To treat the patient's needs with the highest level of care, skill, and comfort
- To change, grow, and evolve with our profession and society
- To enhance the lives of all those with whom we come in contact
- To maintain a safe and healthy environment for our patients and ourselves
- To be part of the solution of any conflict or problem solving, to share our ideas and feelings, and to confront any issue in a win-win manner in order to maintain office harmony and teamwork
- To foster an environment that supports and encourages all of the above

## **EMPLOYER-EMPLOYEE RELATIONS**

We believe that our strength and future growth depends directly upon the contributions made by you. We also know that high productivity and efficiency depend on individual job satisfaction and happiness.

### **In our effort to implement fair and effective personnel policies, we pledge to:**

- Hire people based on their qualifications and potential work-related contributions
- Provide you with avenues for addressing job-related concerns
- Recognize you individually and as a valuable member of the team

- Maintain safe and healthy working conditions
- Ensure you know where you stand regarding your work performance and extend guidance and assistance as needed
- Provide a competitive compensation package based largely on industry standards in the community and the quality of your work performance
- Welcome your input and suggestions

**Your responsibilities are to:**

- Be professional and honest in all business dealings
- Keep all business and proprietary information in strictest confidence
- Give a productive day's work commensurate with your individual skills and abilities
- Be friendly and courteous to others
- Adhere to office policies
- Address complaints or grievances through the established problem resolution procedure discussed later in this manual

**We assume responsibility to:**

- Schedule hours of work
- Make changes in the work schedule as needed
- Change work assignments or job classifications as needed
- Change policies as needed, taking into consideration internal circumstances, competitive forces, and economic conditions
- Dismiss, assign, supervise and discipline as necessary
- Decide and act whenever it is in the best interest of everyone involved

## **"AT-WILL" EMPLOYMENT**

Your employment with us is at-will. This means your employment is for an indefinite period of time and is subject to termination by you or us, with or without cause, with or without notice, and at any time. In addition, we may need to alter your employment status, employment hours, schedule or demote you at our own discretion with or without notice or cause.

Nothing in this policy, or any other policy of ours, shall be interpreted to be in conflict with or to eliminate or modify in any way, the at-will employment status of our employees.

Only the company President is authorized to modify our company's at-will employment policy or enter into any agreement contrary to this policy. Any such modification must be in writing and signed by the employee and the President.

Nothing in this policy is intended to limit your right to engage in protected concerted activities as prescribed by the National Labor Relations Act.

## BECOMING A MEMBER OF OUR TEAM

### EQUAL OPPORTUNITY EMPLOYMENT POLICY

It is our policy to provide equal opportunity employment to qualified persons without regard to race, color, religion/creed, sex, national origin, physical or mental disability, pregnancy, age, genetic information, or any characteristic protected by state/city/county anti-discrimination laws. This will extend into all areas of the employment relationship including promotions, wages, benefits, and all other privileges, terms, and conditions of employment.

### ACCOMMODATION OF INDIVIDUALS WITH DISABILITIES

We comply with federal and state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities as they may be applicable. We will provide reasonable accommodation for such individuals in accordance with these laws.

#### It is our policy to:

- Ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner during the pre-employment process and in all conditions of employment if hired
- Administer medical examinations (a) to applicants only after conditional offers of employment have been extended, and (b) to employees only when justified by business necessity, such as for a second medical opinion or a fitness-for-duty exam, or as part of a voluntary annual physical examination program
- Keep all medical-related information confidential in accordance with the requirements of the ADA and retain such information in separate confidential files
- Notify individuals with disabilities that we provide reasonable accommodation to qualified individuals with disabilities, by including this policy in the Employee Policy Manual and by posting the Equal Employment Opportunity Commission's poster on not discriminating against individuals with disabilities and other protected groups conspicuously throughout our facilities

**Procedure for Requesting an Accommodation:** Qualified individuals with disabilities must make requests for reasonable accommodation. We will then meet with the individual to interactively identify the precise limitations resulting from the disability and the potential accommodation we might be able to make.

It is important to consider the nature and cost of the accommodation, our overall financial resources, the effect on the other employees' ability to perform their duties, and the overall impact on the business.

### THE EMPLOYMENT SELECTION PROCESS

Candidates for job openings are selected on the basis of merit, competence, experience, satisfactory character and employment references. Whether or not family members will be hired is at our discretion and may not occur if it would place a family member in a position of supervisory, appointment, or grievance adjustment authority over the other family member.

Applicants and the information they have provided, whether in writing or verbally, throughout the recruiting process will be thoroughly screened for accuracy. Any misrepresentation, falsification or omission of material information may result in a denial of an offer or, if the applicant is hired, be cause for immediate termination without any liability to the employer other than for payment of services actually rendered.

It is important that we maintain good public relations throughout the screening and interviewing process with applicants. Therefore, it is our policy to treat applicants with professional courtesy and consideration at all times.

### **FORMER EMPLOYEES**

Former employees who seek re-employment may, at our discretion, be re-hired if there is an open position and prior work performance was satisfactory. Upon re-employment, you may receive full or partial seniority and benefits credit for services rendered prior to the separation. To be eligible, you must have been gone for less than 2 calendar months.

Any seniority or benefits credits are decided upon prior to beginning employment. The details are stated in writing and are to be signed by both you and us.

### **IMMIGRATION LAW COMPLIANCE**

All employers are required to comply with the federal immigration laws. In keeping with this obligation, you must fill out Section 1 of the *Employment Eligibility Verification Form (I-9)* after accepting an offer of employment but no later than the first day of employment. Once completed, you must provide satisfactory evidence of your identity and legal authority to work in the United States. This must occur on or before the 3rd business day after you begin working here so that we can complete Section 2 of the I-9. Continued employment is contingent upon presenting such proof as required.

### **NEW EMPLOYEE ORIENTATION PROGRAM**

During your first few days of employment, you will participate in an orientation program. During this program, you will receive important information regarding the performance requirements of your position, basic personnel policies, your compensation, benefits programs, plus other information necessary to acquaint you with your job. You will also be asked to complete all necessary paperwork at this time. In addition, you may be required to attend specific educational and training sessions to improve your skills or performance.

Your orientation will partially be structured with our *New Employee Orientation Checklist* that you will be asked to sign upon completion.

We encourage you to ask any questions you may have during this program so that you will understand all the guidelines that affect and govern your employment relationship with us.

## **NEW HIRE REPORTS**

The federal “Personal Responsibility and Work Opportunity Reconciliation Act” (PRWORA) requires all states to operate a child support enforcement program. Under PRWORA, we must report new hires to the state within 20 days of hiring.

The following information will be reported, as required:

- Your full first and last name, social security number, home address and start of work date
- Our name, address, account number, and federal employer identification number

## **HEPATITIS B VACCINATION**

The Hepatitis B vaccination will be provided to you if you are reasonably expected to be in contact with blood, or its products, in the performance of your duties. The vaccination is made available within 10 days of the initial assignment if you have not already been vaccinated. We will pay for the cost of the immunization.

You will be asked to complete the *Hepatitis B Vaccination Form* to either accept or decline the vaccine. If you decline, please let us know if you change your mind in the future and wish to receive the Hepatitis B Vaccination at that time.

Before receiving the vaccination, please ask us for details on how to proceed so that we may manage the process and the cost appropriately.

For more information on blood borne pathogen compliance refer to the OSHA Manual.

## **ORIENTATION AND TRAINING PERIOD**

The initial time of employment is considered the orientation and training period. This period usually lasts approximately 90 days; however, it can be extended at our discretion.

## **EMPLOYEE PERFORMANCE MANAGEMENT**

The evaluation of your job performance is an ongoing process. Throughout your employment with us, we will evaluate your progress and address areas for improvement. If needed, we will plan for further training. As part of our performance management system, we may establish and commit to goals, for all employees or just you. The frequency of feedback on your overall performance may vary depending upon your length of service, job position, past performance, changes in job duties, and/or recurring performance problems.

Wage adjustments are discretionary, largely dependent upon our profitability, and based on your performance, increased skills, and individual contributions to our success.

## **PERSONNEL RECORDS**

We must keep certain personnel records in order to comply with legislated record keeping and reporting requirements. Many of these records you will be asked to complete upon employment. These records are confidential and only made available to authorized personnel.

The physical safety and privacy of personnel records must be secured at all time Therefore, files are locked and/or contain special computer access codes. Entry to the files is strictly limited to authorized personnel on a need-to-know basis. If you access your own, or a co-worker's, confidential employee file without authorization, you may be subject to disciplinary action up to and including termination.

You, along with previous employees, may inspect and copy certain documents in your personnel file. We reserve the right to determine which documents you may inspect at any given time in accordance with any law. These inspections are limited to no more than twice in a 12 month period. A request for an appointment to review the file must be submitted in writing using the *Request to Review Personnel File Form*.

## **PERSONAL DATA CHANGES**

You are requested to help keep our records up-to-date by informing us of any changes in personal information. In order for us to keep the records updated, please report any of the following changes when they occur:

- Name
- Home address
- Telephone numbers
- Email address
- Number of dependents (a new Form W-4 must be completed within 10 days of the change)
- Marital status
- Education (courses completed and other training or skills acquired)
- Military status (if appropriate)
- Physical or other limitations
- Beneficiary designations for insurance, disability, pension, and profit-sharing plans
- Person(s) to notify in case of an emergency

## **PARKING**

Please park in the designated areas for employees. Remember to lock your car. We will not be responsible for damage or theft to personal vehicles or property.

## **USE OF PRIVATE VEHICLE**

If you use your own vehicle for managing any of your work duties, you will be required to provide proof of a valid driver's license and adequate insurance coverage. Documentation showing proof of both is to be given to us each time your license or insurance is renewed.

You are not to text or use cell phones and other electronic devices while you are driving for business-related reasons. If it is necessary to use any wireless communication instrument, you must have a hands-free device or pull over.

## HOURS AND PAY

### HOURS OF WORK

You will be provided a schedule for your workdays and hours. We reserve the right to increase or decrease your workdays and hours as needed. You are responsible for being available for work when required. You are not permitted to work on your own initiative before or after scheduled working hours or during unpaid meal periods or paid rest breaks (if applicable).

Unexpected emergencies and changes in planned procedures may occasionally make it necessary to work beyond the scheduled work hours. When overtime is required, you will be notified as much in advance as possible. When required, we may assign employees to jobs other than their usual assignments.

**Exchanging Hours**—please do not exchange hours with another employee without prior approval. Authorization will not be granted unless it can be accomplished without overtime.

### ATTENDANCE RECORDS

You must complete and sign a time record reflecting actual hours worked each day, either electronically or on paper, whether you are paid salaried or hourly. Any mistakes or omissions on the attendance record are to be reported immediately, and we will make the necessary corrections. No other employee is permitted to enter your time for you. Likewise, do not register another employee's time even if requested to do so.

Please enter all paid time off on your attendance record during the pay period in which it occurred.

Attendance records are legal documentation of hours worked and must not be destroyed, falsified, defaced or removed from the premises.

### BREAKS AND TIME RECORDS

If lunch and/or rest breaks are applicable to our office, please review the respective policies in the benefits section of this manual for details about how the specified breaks should be observed and factored into your schedule.

This policy relates to how time records are to be managed for lunch and rest breaks in general.

Bona fide lunch breaks are unpaid; therefore, if you are authorized to take a bona fide lunch break, please clock out on your time record. Bona fide lunch breaks are defined as lasting 30 minutes or more in which no work is performed during the entire period.

Short rest breaks are to be paid at all times; therefore, if you are authorized to take a short rest break, please do not clock out on your time record. Short rest breaks are defined as 20 minutes or less.

Please let us know if you have questions about this or other applicable policies regarding breaks at our office.

## **PAY SCHEDULE**

You will be provided information regarding the payday schedule. Wages are paid according to the designated schedule unless you are notified in advance of a change.

If a payday cannot occur due to an office or bank closure, you will be paid on the last workday immediately preceding the closure.

Please review your paycheck for errors. If you find a mistake, report it immediately so it can be corrected. To prevent misunderstandings later, any discrepancies must be reported within 30 days after receiving the check, or we will assume that no error has occurred.

You are responsible for your individual paycheck after it has been received. Please report a lost payroll check within 24 hours so we can initiate the “stop-payment” process.

## **WHAT CONSTITUTES TIME WORKED**

From your actual commencement of duties until the end of your workday, except for time spent at lunch, constitutes time worked. Prepping the work area, clean-up time, and employee meetings in the beginning or during the day are also time worked. Arriving early, leaving late, or preliminary time spent in attending to personal matters such as grooming, changing clothes (unless required by the nature of the job), are not considered time worked. Do not sign in until you are ready to go to work. Likewise, do not work after you have signed off. For purposes of calculating overtime, time worked does not include paid time off.

## **WHEN THE DOCTOR IS AWAY**

When the doctor is away from the office and therefore not seeing patients, your presence may or may not be required depending on our workload and staffing needs. You will be informed of the schedule while the doctor is away as soon as possible. When you are not required to work, your time off will be unpaid unless you have available paid time off to use.

## **TEMPORARY TELECOMMUTING/TELEWORK**

Telecommuting/telework allows employees to work at home, on the road, or in a satellite location for all or part of their workweek.

In the event of an emergency such as a weather disaster or pandemic, we may allow or require employees to telecommute/telework to ensure business continuity.

Telecommuting/telework may be appropriate for some employees and jobs but not for others. If you are in a position in which telecommuting/telework is available, you will be notified, in advance, by your manager.

Temporary telecommuting/telework arrangements that have been approved for emergency circumstances are approved on an as-needed basis only, with no expectation of ongoing continuance once the emergency situation has subsided.

Telecommuting/telework in no way changes the terms and conditions of employment. All employees remain employed "at-will."

Prior to commencing with telecommuting/telework, a telecommuting/telework agreement must be signed by you and your manager.

### **Equipment**

On a case-by-case basis, we will determine the appropriate equipment needs (including hardware, software, modems, phone and data lines and other office equipment) for each telecommuting arrangement. Equipment supplied by the company will be maintained by the company. Equipment supplied by the employee, if deemed appropriate by the company, will be maintained by the employee. We accept no responsibility for damage or repairs to employee-owned equipment. We reserve the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the company is to be used for business purposes only. The telecommuter must sign an inventory of all company property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, all company property will be returned to the company.

We will supply you with appropriate office supplies (pens, paper, etc.) as deemed necessary. We will also reimburse you for business-related expenses, such as phone calls and shipping costs that are reasonably incurred in carrying out your job.

You will establish an appropriate work environment within your home for work purposes. We will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.

### **Security**

Consistent with our other policies on confidentiality and non-disclosure, telecommuting employees will be expected to ensure the protection of proprietary company and customer/client information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

### **Safety**

You are expected to maintain your home workspace in a safe manner, free from safety

hazards. Injuries sustained by you in a home office location and in conjunction with your regular work duties are normally covered by our workers' compensation policy. You are responsible for notifying us of such injuries as soon as practicable. You will be liable for any injuries sustained by visitors to your home worksite.

### **Time Worked**

Telecommuting employees who are not exempt will be required to accurately record all hours worked using our time-keeping system. Hours worked in excess of those scheduled per day and per workweek require the advance approval of your supervisor. Failure to comply with this requirement may result in the immediate termination of the telecommuting agreement.

You should not assume any specified period of time for emergency telework arrangements, and we may require employees to return to regular, in-office work at any time.

## **UNFORESEEN CLOSURES**

There are times when unusual circumstances occur which result in an unforeseen closure and prevent you from working. This may be caused by:

- Extreme weather
- Civil disturbances
- Bomb threats
- Health hazards
- Equipment or material breakdowns
- Power outages
- Other unexpected obstacles or emergency conditions beyond our control

Unless an emergency closing is announced, you are expected to report to work during these times. However, please use your own discretion in deciding whether or not you can commute safely to work. Please follow proper call-in procedures if you choose to remain at home during this time.

**Non-Exempt Employees**—any time off taken will be without pay, unless we make an exception at our discretion. You may have the option of using any paid time off you have earned to substitute for unpaid time.

**Exempt Employees**—we will decide on a case-by-case basis whether the time off taken will be paid or unpaid. This is determined in large part on the circumstances upon which the time off occurred. If it is unpaid, you may have the option of using any paid time off you have earned to substitute for unpaid time.

## **ATTENDANCE AND PUNCTUALITY**

**Absenteeism**—it is important that we have adequate staff to handle the workload at all times. Therefore, any unexcused absence from work, regardless of the reason, is unacceptable and constitutes an unsatisfactory work record.

**Tardiness**—we expect you to be on time and ready to begin work according to your schedule. Unexcused lateness, regardless of the reason, is not acceptable and reflects poorly on your work performance.

In case of an unexpected absence or tardiness, please notify us as soon as possible. Ideally, notification will occur 1-2 hours before your shift is scheduled to begin. Depending on the circumstances and applicable laws, failing to call-in or follow proper call-in procedures may subject you to disciplinary action up to and including termination.

Please call every day during an absence unless otherwise agreed upon. Absences longer than 1 week are converted to a leave of absence.

Excessive tardiness and/or absences may be subject to disciplinary action up to and including termination.

Exceptions to this attendance policy will be made for any situation that is covered by law.

## **ON-CALL HOURS**

You may be asked to be available on an on-call basis during your non-work hours due to potential unique staffing needs including, but not limited to, emergencies.

Though you are on-call, you will be able to use your free time effectively for your own purposes except for when you must respond to calls if/when they come in. In doing so, you must manage them appropriately and professionally at all times, regardless of when or where you are taking the calls.

You will be paid for all calls that you manage, as well as any other work duties you perform as a result of the calls. The compensation provided may be at a different rate than your normal wage, and you will be notified in advance of any rate change in effect. Your work time while on call will count towards your total working hours for the day/week and will be used to calculate overtime, if applicable. Please track the time you spend performing work duties related to taking calls so that we may pay you accordingly.

If you find that being on call is impeding on your free time in some way, please let us know so that we may correct our procedures.

## **OVERTIME PAY**

When you work more than 40 hours in a workweek, you will be paid overtime in accordance with the federal Fair Labor Standards Act. At no time will compensatory time off (comp time) be provided in-lieu-of overtime payments.

**Definition of a Workweek**—we define the workweek as Sunday starting at midnight through Saturday at 11:59P.M.

Overtime will be calculated at 1 ½ times your regular hourly rate of pay, regardless of method of payment (hourly, daily, or salary). Daily or salary compensation will be converted into an hourly rate for overtime calculation purposes.

If you qualify and are classified as an exempt employee, you will not be provided with overtime pay.

Overtime is based on hours worked, not hours paid. Therefore, any paid time off taken in association with any provided benefits is not considered when calculating overtime.

**Overtime is to be authorized in advance.** You are not permitted to work more than your regularly scheduled hours without prior approval and may not work at your own initiative before or after scheduled working hours or during non-paid meal periods or breaks. Violation of this policy may result in disciplinary action, up to and including termination.

## **PAYROLL DEDUCTIONS**

State and federal taxes will be withheld from your paycheck in accordance with state and federal laws.

You are required to fill out a *Withholding Exemption Certificate (W-4) Form* on or before the day you begin work. If you fail to fill out a Form W-4, we are required to withhold the maximum amount of tax. A Form W-4 remains in effect until a new amended form is submitted by you. An amended Form W-4 will be made effective by the first payroll period ending approximately 30 days after you submit the form.

## **PAY ADVANCES**

We do not pay wages or salaries in advance. Exceptions may be made for extreme emergencies or circumstances on a case-by-case basis at our discretion. If you wish to request a pay advance, you may submit the *Request for Salary Advance Form*. Please do so at least 2 weeks in advance.

## **CONTINUING EDUCATION**

We firmly believe educational development is important in order to increase your competence in your present job assignment and to prepare for future advancement. All courses must be approved in advance, and compensation will be determined in accordance with state and federal laws for each continuing education event.

**Wages**—you will be compensated wages for time spent in seminars or training programs as required by federal and/or state law.

**Expenses**—expense reimbursement for the continuing education event that has been agreed upon will be determined at our discretion and in accordance with state and federal minimum wage laws. Types of expenses to be considered may include:

- Travel (mileage, airfare, etc.)
- Meals
- Accommodations
- Tuition
- Supplies

Instead of a dollar-for-dollar reimbursement, you may be allowed a per-diem amount to cover daily expenses.

The *Continuing Education Agreement to Reimburse Expenses Form* must be completed and signed prior to attending a continuing education event.

Within 30 days of the course completion, please submit the following for reimbursement of the agreed upon expenses:

- Evidence of completion of the course
- Copies of receipts for incurred expenses

Copies of certificates and units earned will be maintained in your personnel file.

**Travel Time**—you will be compensated wages for applicable travel time to and from seminars or training programs as required by federal and/or state law.

**Different Capacity Work Rate**—non-exempt employees may be paid a separate straight-time rate of pay for dissimilar types of work performed during the same workweek. Traveling to or attending seminars or training programs are considered dissimilar types of work from the work conducted during a normal workday. The time may therefore be paid at a different rate from your regular rate of pay while attending such seminars or workshops.

## RECERTIFICATION

Your position may require licensure or certification. In such cases, maintaining valid and current licensure or certification is a condition of employment and is your responsibility.

For the purposes of recertification, any continuing education requirement must be managed, planned and scheduled by you. Please arrange to attend courses during hours you are not scheduled to work.

Upon completion of recertification, please provide us with a copy of the renewed license. We assume no responsibility if you become delinquent in the number of units needed for recertification and, consequently, lose your license.

# BENEFITS

## EMPLOYEE CLASSIFICATION

For purposes of benefits eligibility, you are classified according to specific terms and definitions. Below are the types of employee classifications that we may use:

**Regular Full-Time Employees**—individuals who regularly work 32 or more hours within a workweek. Under special conditions (illness, etc.), you may work fewer hours in a week for up to 3 months without losing your regular full-time status. This time may be extended at our discretion.

**Regular Part-Time Employees**—individuals who work fewer than the number of hours worked by full-time employees.

**Temporary Employees**—individuals whose service is intended to be of limited duration, whether working in a full-time or part-time capacity.

**Change in Employee Status**—during employment, a change in status may result for any number of reasons. When that occurs, the following guidelines will be applied:

If you change from part-time to full-time status, you are considered a new employee and will be subject to applicable waiting periods for benefits.

At our discretion, you may change from part-time status to full-time status and receive a 50 percent service credit for years previously worked as part-time. For example, if you worked part-time for 4 years, you would receive a service credit of 2 years.

At the time of the change, you will be paid for any unused benefits earned at part-time status and start earning benefits at full-time status.

If you work full-time and you change to part-time status, you will be paid for any unused benefits earned at full-time status and start earning benefits at part-time status.

## MEDICAL BENEFITS

We provide a group medical benefits program. The details and key features are included in the plan documents you receive at the time of your enrollment. We reserve the right at any time to terminate, modify or amend, completely or in part, any and all of the provisions of the plan. When changes occur, you will be notified through meetings, memos, and/or revised plan documents. If there are any discrepancies between the brief summaries contained in this manual and the terms, limitations and conditions in the plan documents, the provisions in the plan documents, which are the detailed and controlling documents, take precedence. The plan administrator has the discretionary authority to determine eligibility for benefits and to construe the plan's terms.

**Electing Coverage**—participation in the health insurance program is voluntary. In order to

elect participation, you must satisfy the waiting period conditions of the program and agree to pay your portion of the coverage costs, if applicable. If you choose to join our group medical insurance program, you will be enrolled no later than the 91<sup>st</sup> calendar day of employment following the applicable plan waiting period.

**Insurance Premium Payments**—the premium cost, which will be provided to you in applicable plan documents, covers the employee only. You may elect dependent coverage so long as you cover the entire cost of those additions. Your premium co-pay share of the group medical insurance program will be deducted from your paycheck. You may be asked to sign a *Payroll Deduction Authorization Form*.

**Waiving Coverage**—if you choose to waive participation in the medical benefits program, any opportunity to elect coverage in the future will be subject to the terms, conditions, and limitations of the plan and insurance policies that are in effect at the time. If you decline coverage, you are to sign the *Insurance Waiver Form*.

**Ending Date of Medical Coverage**—your coverage ends when you are no longer eligible to receive benefits or are no longer employed. Upon termination of employment, your medical insurance will continue to cover you until the last day of the month in which the last day of work occurred. You will be informed of any continuation coverage available at the time of termination.

## **FLEXIBLE LEAVE**

Please see our policy on paid time off regarding the amount of paid time off available to you based on your employment category. This policy does not add paid time off benefits; rather it ensures flexibility in the use of your paid time off benefits.

You may use any of your earned and available paid time off to attend to a child with a health condition that requires treatment or supervision, or to care for a spouse, registered domestic partner, parent, parent-in-law, or grandparent who has a serious health condition or an emergency health condition, and to care for children 18 years and older with disabilities.

The following definitions apply for purposes of this policy:

- “Registered Domestic Partners” qualify if they are registered with the Office of the Secretary of State
- “Child” means an adopted, biological, or foster child, a stepchild, a legal ward, or a child of a person standing in for a parent
- “Disabled child” is a child who is “incapable of self-care because of a mental or physical disability that limits 1 or more activities of daily living”, no requirement that it be a chronic condition

For time off to care for a child, the “health condition” must be:

- A medical condition requiring treatment or medication that the child cannot self-administer

- A medical or mental-health condition which would endanger the child's safety or recovery without the presence of a parent or guardian
- A condition warranting treatment or preventive health care such as physical, dental, optical or immunization services, when a parent must be present to authorize the treatment

For time off to care for a spouse, registered domestic partner, parent, parent-in-law, or grandparent, the serious or emergency health condition must:

- Require an overnight stay in a hospital or other medical-care facility
- Result in a period of incapacity or treatment or recovery following inpatient care
- Be continuing treatment under the care of a health care services provider that includes any period of incapacity to work or attend to regular daily activities
- Be demanding immediate action (emergency health condition)

You are eligible if you earn paid time off benefits as defined by the applicable policies set forth in the manual.

All requirements regarding time off, reporting time off, and/or documentation, as outlined in the paid time off policies, are also applicable to this policy.

## **DENTAL BENEFITS**

If you are eligible, you will receive a courtesy discount, as listed below, for dental treatment. This dental benefit covers the type of dentistry that we normally perform.

**Regular Full & Part-Time Employees**—after completing 3 months of uninterrupted employment, you will receive a 100 percent courtesy discount on cleanings, exams, x-rays, nitrous, fillings and Invisalign (which is offered in order of employee seniority; only one employee may be in Invisalign treatment at a time).

If you are covered by a separate dental insurance plan, you may use it. We will file a claim with your insurance carrier and will notate in the remarks section that an employee discount was given.

The courtesy discount does not cover lab fees or special materials. If you do not have separate dental insurance coverage, or the dental insurance coverage does not cover these items, you will be charged separately for these costs.

Before receiving treatment, you must complete a comprehensive health history, as well as a *Patient Information Form*, thereby taking full responsibility to pay for the treatment that is not covered by the courtesy discount at the usual fee for service.

Treatment may be scheduled during regular working hours, possibly to fill for a no-show or short-notice cancellation, or outside working hours at our discretion. If dental treatment is scheduled during regular working hours, the time receiving treatment is not considered work time and you are to sign out when receiving treatment and back in when returning to work.

**Legal Spouse/Partner & Dependent Children of Regular Full-Time Employees**—will receive a 100 percent courtesy discount after the employee has completed 3 months of employment, on cleanings, exams, nitrous and x-rays. Crowns will be billed at \$500. If a build up is needed, that will be included in the crown fee. Fillings will be charged at \$100 each. Invisalign is offered at \$1,500. The courtesy discount applies to treatment rendered during your time of employment with us and is discontinued upon termination of employment.

**Legal Spouse/Partner & Dependent Children of Regular Part-Time Employees**—will receive a 100 percent courtesy discount after the employee has completed 3 months of employment, on exams and x-rays. Invisalign is offered at \$2,000. All other services will receive a 25 percent courtesy discount.

**Parents and Siblings of Regular Full and Part-Time Employees**—will receive a 100 percent courtesy discount after the employee has completed 3 months of employment, on exams and x-rays. All other services will receive a 25 percent courtesy discount.

**Extended Family of all Regular Full and Part-Time Employees**- receive a 10% courtesy discount on all patient portions when using dental insurance and a 20% courtesy discount through Klear plan (for those without insurance). Invisalign is offered at \$3,000.

If employment is terminated for any reason, you will owe any outstanding balance and must arrange for payment on the same basis as any other patient. If needed, continuation of treatment will be charged at the regular rate.

## **BOTOX**

Botox is available for all regular full and part-time employees at \$4 per unit after 3 months of continuous service. Their spouses/significant others and children may receive Botox at a 25% courtesy discount. The discount only applies as long as the employee is employed by the practice.

## **SICK LEAVE**

Paid sick leave is intended to compensate you for wages that would have otherwise been lost due to an absence for any of the following reasons:

- You or your family member's mental or physical illness, injury, or health condition
- Diagnosis, care, or treatment of a mental or physical illness, injury, or health condition of, or preventive care for, you or your family member
- When our place of business or your child's school or place of care is closed by order of a public official for any health-related reason
- To manage situations involved with being a victim of domestic violence, sexual assault, or stalking for you or your family member

For purposes of this policy, "family member" means:

- Child - a biological, foster, adopted, stepchild, legal ward, or a child of whom you stand in loco parentis or are a de facto parent
- Parent - a biological, foster, adoptive, de facto, stepparent, or a legal guardian of you or your spouse or registered domestic partner, or a person who stood in loco parentis when you were a child
- Spouse or registered domestic partner
- Grandparent
- Grandchild
- Sibling

**Eligibility**—Paid sick leave is provided to all part-time employees. All full-time employees are provided paid sick leave during their first year of employment. Full-time employees, at the start of your second year of employment and each year thereafter you will be eligible to participate in our Paid Time Off (PTO) benefit. See this policy for more details.

**Earning Sick Leave**—1 hour of paid leave is accrued for every 40 hours worked, including overtime.

**Using Sick Leave**—you are not eligible to use your sick leave until the 90th calendar day following commencement of your employment. After you have completed the initial 90 days of employment, you may use your sick leave as it is accrued.

Employees may use sick leave in the same increment that hours worked for compensation purposes are tracked.

**Unused Sick Leave—**

- **Up To 40 Hours:** You have the right to carry over up to a maximum of 40 hours of accrued and unused sick leave after your first year of employment. Hours carried over will be placed into your PTO account.
- **Hours over 40:** If you have more than 40 hours of unused sick leave at the end of your first year, then the additional hours over 40 will be paid out.

If your employment ends, for any reason, and you are rehired within a year of the date of separation, your previously unused accrued sick leave will be reinstated. There will be no waiting period, upon rehiring, for accruing and using sick leave provided you worked at least 90 days previously.

**Notice of Absence**—when the use of paid sick leave is foreseeable, you shall provide reasonable advance notice, verbally or in writing, of the need to take sick leave. When possible, please provide notice at least 10 days in advance for scheduling purposes. When the use of paid sick leave is not foreseeable, you shall provide us notice, verbally or in writing, as soon as practicable.

**Verification of Injury, Illness or Disability**—if you are absent and using paid sick leave for more than 3 consecutive scheduled work days, Employer may request documentation of injury, illness or disability. Even when documentation is properly requested, you are not required to disclose the nature of the illness or other specific reason for your absence. In

addition, Employer must maintain the confidentiality of any information provided by you or others in connection with seeking verification of injury, illness or disability. Forms of documentation may include the following:

- For Sick Time: Signed statement by a health care provider indicating that sick time is necessary. If the employer does not offer health insurance, the employer must pay for half of the cost of the medical visit.
- For Safe Time: Documentation indicating that you or a family or household member is experiencing domestic violence, sexual assault, or stalking, and that the leave was taken for a purpose covered by the law. This could include a police report, a court order, or other documentation that you or your family member is experiencing domestic violence, sexual assault, or stalking, including a written statement by the employee. For time related to closure of a child's school or place of care, you may provide the notice of closure the employee received.

If you believe that obtaining the requested documentation would result in an unreasonable burden or expense, you may provide a written or verbal justification explaining why you cannot comply with the verification request. In that event, Employer must make a reasonable effort to identify alternative ways for you to meet the verification request.

**Prohibition on Retaliation**—we do not retaliate against employees for any reason. Should you need to exercise your right to use paid sick leave as described in this policy, you will not be subject to retaliation.

**Overtime**—the time spent on paid sick leave is not included as hours worked when computing overtime for the day or week.

**Attendance Record**—if you have earned sick leave for an absence and expect to be paid, please indicate so on your attendance record so we can be sure to pay you on the next regularly scheduled payday after your sick leave was taken.

**Leave of Absence**—if you are unable to return to work within 6 working days, you may be put on a leave of absence.

**Employee's Return to Work**—notice of your return to work after an extended absence needs to be given in advance so that scheduling adjustments can be made.

**Unused Sick Leave Upon Termination**—accrued and unused sick leave will not be paid at the time of separation.

## PAID HOLIDAYS

At certain times of the year, we will observe holidays and, therefore, we will be closed. To offset any loss of wages, these observed holiday closures will be paid, as outlined below.

**Regular Full-Time and Part-Time Employees working more than 20 hours a week**—after successful completion of the orientation and training period, you are eligible for paid holidays.

The days below will be observed as paid holidays:

| Holidays           | Observed                    |
|--------------------|-----------------------------|
| Memorial Day       | Last Monday in May          |
| Independence Day   | July 4                      |
| Labor Day          | First Monday in September   |
| Thanksgiving Day   | Fourth Thursday in November |
| Christmas Day      | December 25                 |
| New Year's Eve Day | December 31                 |

These holidays will only be paid when they fall on a day you are regularly scheduled to work and the office is closed. In some cases, we may choose to substitute a different day for the actual holiday if it falls on a day we wouldn't normally work, in which case, that day will become the paid holiday.

**Eligibility**—to be eligible for holiday pay, you must:

- Normally be scheduled to work on the day the holiday is observed and the office is closed
- Work on the last regularly scheduled workday before the holiday and the next regularly scheduled workday following the holiday, unless you are on a pre-approved absence or are using available paid sick leave or PTO benefits
- Not be on a leave of absence

**Wages**—holiday pay is equivalent to 8 hours. Paid holidays are not counted as hours worked for overtime calculation purposes.

**Holidays that Fall During Paid Time Off**—if you choose to use any available paid time off during a period when a holiday is observed, the day will still count as a paid holiday. Your paid time off balance will not be reduced for the paid holiday.

**Holiday Pay Upon Termination**—if a paid holiday has occurred immediately preceding ending employment and you are entitled to be paid for it, you will receive holiday pay on your final check. No other holidays are paid at the time of separation.

## PAID TIME OFF

It is in our best interest to grant Paid Time Off (PTO) to you for the purpose of rest and relaxation away from the demands of the job. Our intent is to provide adequate PTO hours to cover all of your time off needs, regardless of the reason, including the following:

- You or your family member's mental or physical illness, injury, or health condition
- Diagnosis, care, or treatment of a mental or physical illness, injury, or health condition of, or preventive care for, you or your family member
- When our place of business or your child's school or place of care is closed by order of a public official for any health-related reason

- To manage situations involved with being a victim of domestic violence, sexual assault, or stalking for you or your family member

For purposes of this policy, "family member" means:

- Child - a biological, foster, adopted, stepchild, legal ward, or a child of whom you stand in loco parentis or are a de facto parent
- Parent - a biological, foster, adoptive, de facto, stepparent, or a legal guardian of you or your spouse or registered domestic partner, or a person who stood in loco parentis when you were a child
- Spouse or registered domestic partner
- Grandparent
- Grandchild
- Sibling

**Eligibility**—PTO is provided to all full-time employees after they have completed their first year of employment.

**Benefit Year**—Anniversary Year

**Earning PTO**— PTO is paid at your regular rate of pay and earned as outlined in the benefit table below:

|   |                                    |
|---|------------------------------------|
| At the start of the second and third years of employment                | Lump Sum of 40* hours is available |
| At the start of the fourth year of employment                           | Lump Sum of 80 hours is available  |
| At the start of the fifth and sixth years of employment                 | Lump Sum of 120 hours is available |
| At the start of the seventh year of employment and each year thereafter | Lump Sum of 160 hours is available |

\* The estimation is based on an accrual rate of 1 hour for every 40 hours worked. We will periodically audit hours worked to make sure that employees are accruing PTO at a minimum of 1 hour for every 40 hours worked. If an employee's front loaded PTO is less than the amount that they were entitled to accrue under the Washington Sick Leave Law, Employer will make any additional amounts of PTO available for use by the employee as soon as practicable, but no later than 30 days after the discrepancy is identified.

**Using PTO**—you are eligible to use your PTO as it becomes available.

Employees may use PTO in the same increment that hours worked for compensation purposes are tracked.

**Unused PTO**—

- **Up To 40 Hours:** You have the right to carry over up to a maximum of 40 hours of accrued and unused PTO into the next 12 month cycle.
- **Hours over 40:** If you have more than 40 hours of unused PTO at the end of a benefit year, then the additional hours over 40 will be paid out at the end of your benefit year.

Unused PTO that is rolled over will not affect an employee's ability to receive their full lump sum amount at the beginning of their benefit year. For example, an employee rolls over 40 hours of PTO and they are eligible to receive 40 hours of PTO at the beginning of their benefit year. They will now have 80 hours of PTO that can be utilized during their benefit year.

If your employment ends, for any reason, and you are rehired within a year of the date of separation, your previously unused accrued PTO will be reinstated. There will be no waiting period, upon rehiring, for accruing and using PTO provided you worked at least 90 days previously.

**Notice of Absence**—when the use of PTO for sick and safe leave is foreseeable, you shall provide reasonable advance notice, verbally or in writing, of the need to take PTO for these reasons. When possible, please provide notice at least 10 days in advance for scheduling purposes. When the use of PTO for sick and safe leave is not foreseeable, you shall provide us notice, verbally or in writing, as soon as practicable.

When using PTO for vacation, you must request the time off 90 days in advance and is subject to approval by Employer in its sole discretion. PTO cannot be used for vacation purposes during the month of December.

**Verification of Injury, Illness or Disability**—if you are absent and using PTO for sick or safe leave for more than 3 consecutive scheduled work days, we may request documentation of injury, illness or disability. Even when documentation is properly requested, you are not required to disclose the nature of the illness or other specific reason for your absence. In addition, we must maintain the confidentiality any of information provided by you or others in connection with seeking verification of injury, illness or disability. Forms of documentation may include the following:

- For Sick Time: Signed statement by a health care provider indicating that sick time is necessary. If the employer does not offer health insurance, the employer must pay for half of the cost of the medical visit.
- For Safe Time: Documentation indicating that you or a family or household member is experiencing domestic violence, sexual assault, or stalking, and that the leave was taken for a purpose covered by the law. This could include a police report, a court order, or other documentation that you or your family member is experiencing domestic violence, sexual assault, or stalking, including a written statement by the employee. For time related to closure of a child's school or place of care, you may provide the notice of closure the employee received.

If you believe that obtaining the requested documentation would result in an unreasonable burden or expense, you may provide a written or verbal justification explaining why you cannot comply with the verification request. In that event, we must make a reasonable effort to identify alternative ways for you to meet the verification request.

**Prohibition on Retaliation**—we do not retaliate against employees for any reason. Should you need to exercise your right to use PTO as described in this policy, you will not be subject to retaliation.

**Overtime**—the time spent on PTO is not included as hours worked when computing overtime for the day or week.

**Attendance Record**—if you have earned PTO for an absence and expect to be paid, please indicate so on your attendance record so we can be sure to pay you on the next regularly scheduled payday after your PTO was taken.

**Leave of Absence**—if you are unable to return to work within 6 working days, you may be put on a leave of absence.

**Employee's Return to Work**—notice of your return to work after an extended absence needs to be given in advance so that scheduling adjustments can be made.

**Unused PTO Upon Termination**—accrued and unused PTO will not be paid at the time of separation.

## **INCENTIVE OR BONUS PAY**

We offer an incentive or bonus pay program for all of our staff. You will be provided with details of the program when you become eligible to participate.

In order to receive incentive or bonus pay, you must meet all eligibility criteria as described in the details provided to you, including being employed through the full term of the bonus or incentive period.

In addition, if you have been on an unpaid leave of absence or other unpaid time off for disciplinary reasons during the period, you will not earn bonus pay.

## **BEREAVEMENT LEAVE**

If you are bereaved by the death of a family member, you may be provided a leave of absence. Unless there are extenuating circumstances, you must request and get approval for the leave in advance. The amount of time off provided is at our discretion and is based, in large part, on the staffing needs at the time of the request.

After you have successfully completed the orientation and training period, you may be eligible for compensation for the wages lost while on the leave. Time paid for bereavement leave will not be counted as hours worked for computing overtime.

Compensation is provided according to the following provisions:

**Regular Full-Time Employees:**

Up to a total of 2 workdays\* when a death occurs in your immediate family.

**Regular Part-Time Employees that average more than 20 hours a week:**

Up to a total of 1 workday\* when a death occurs in your immediate family.

\*A workday constitutes the number of hours you would have worked had you not been off for bereavement leave.

**Immediate family** is defined as father, mother, sister, brother, legal spouse, domestic partner, son, daughter, step-parents, step-siblings, father-in-law, mother-in-law, grandparents, and grandchildren (whether related by blood, adoption, or marriage).

## LEAVE OF ABSENCE

A leave of absence may be granted if you are temporarily unable to work due to an illness or disability, including pregnancy or pregnancy-related conditions, or if you choose to take time off work to fulfill personal obligations due to an exceptional or emergency nature.

**Eligibility**—after completing 6 months of employment, you may request a leave of absence. Exceptions to the length of service requirement will be considered at our discretion.

**Request for a Leave of Absence**—a request for a leave of absence must be submitted in writing at least 30 days in advance, or as early as possible for unforeseeable events. Please use the *Request for a Leave Absence Form*.

If the reason for the leave is due to an illness or a disability, you must include medical certification from your health care provider verifying the need for leave.

**The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we ask that you not provide any genetic information when responding to this request for medical information. “Genetic Information” as defined by GINA includes an individual’s \*family medical history\*, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.**

**\*Family medical history may be acquired as part of the certification process for leave where an employee is asking for leave to care for a family member with a serious health condition.**

Your desire to return to work and a date of return must be agreed upon in writing. We reserve the right to approve or deny any request for a leave of absence.

**Length of Leave**—a leave of absence may be granted for a reasonable period of time based on the facts of the situation.

**Reporting on Progress**—you are required to report directly to us on your status and your continued intention to return to work a minimum of every 30 days.

**Salary and Benefits**—the leave of absence is without pay. However, you may be required to use any paid time off benefit available. If so, the paid time off will run concurrently with the leave of absence.

Medical insurance benefits, if applicable, will continue until the end of the month in which the leave begins. After the initial month, you may be eligible for continuation coverage. If applicable, you will be notified of your continuation coverage rights.

When you return from leave, benefits will again be provided according to the applicable policies and plans.

**Reinstatement to Work**—so that your return to work can be properly scheduled, please provide at least 30 days advance notice in writing of the date you intend to return to work.

If you take a leave of absence because of an illness or disability, you must provide a note from your physician verifying that you are able to return to work and can assume your regular work duties with or without restrictions. Please use the *Medical Release to Work Form*.

Upon returning from leave, you will be reinstated to your former position or an equivalent position without loss of status, pay or service credits, unless a comparable position no longer exists.

**Termination of Employment**—your employment may end if any of the following occurs:

- If you accept outside or supplemental employment while being on a leave of absence
- If you do not return to work on the scheduled day of return
- If the purpose for requesting the leave was misrepresented
- If the request for a leave of absence was denied and you take time off anyway
- When, for business and economic reasons, the job is not available

## **PREGNANCY DISABILITY ACCOMMODATION**

If you are pregnant or you have a medical condition that is related to pregnancy, including childbirth, you may be provided with reasonable accommodation on the advice of your treating physician. The following accommodations will be made, upon request, and without additional documentation required:

- Providing more frequent, longer, or flexible restroom breaks
- Modifying a no food or drink policy
- Providing seating or allowing you to sit more frequently if the job requires you to stand
- Restricting lifting to 17 pounds or less

The following accommodations may be made, upon request, unless it would cause undue hardship and may require additional documentation (see below):

- Job restructuring, part-time or modified work schedule, reassignment to a vacant position, or acquiring or modifying equipment, devices, or an employee's work station
- Providing for temporary transfer to a less strenuous or less hazardous position
- Scheduling flexibility for prenatal visits
- Providing assistance with manual labor and limits on lifting above 17 pounds

If you need any additional or different accommodations, please make your request known. We will make appropriate considerations based on information provided by the Washington Department of Labor and Industries or your attending health care provider.

**Medical Certification**—you may be required to submit proof verifying the need for the accommodation. We will provide you our *Medical Certification Form* for this purpose.

**The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we ask that you not provide any genetic information when responding to this request for medical information. "Genetic Information" as defined by GINA includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.**

## **PREGNANCY DISABILITY LEAVE OF ABSENCE**

Pregnancy leave is provided to you when you are temporarily unable to work due to a disability caused by pregnancy, childbirth, or related medical conditions.

With a written request from your healthcare provider that you be transferred to a less strenuous or hazardous position, we will do our best to accommodate you. If accommodation is not possible, and you are not able to continue your normal job responsibilities, you may be asked to go on pregnancy leave.

**Request for Leave**—a request for leave must be submitted in writing at least 30 days in advance or as early as possible for unforeseeable events. Please use the *Leave Of Absence Application Form* for this purpose.

**Healthcare Professional's Certification**—any request for a pregnancy disability leave must be accompanied with a certified healthcare professional's certificate.

**The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we ask that you not provide any genetic information when responding to this request for medical information. "Genetic Information" as defined by GINA includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.**

**Length of Leave**—the duration of leave will be decided on a case-by-case basis. Your physician will determine, based on the facts of the situation, how long you need to be on a leave of absence.

**Intermittent Leave/Reduced Work Schedule**—is allowable when medically necessary.

**Reporting on Progress**—you are required to report directly to the employer every 30 days on your health status and your intent to return to work.

**Salary and Benefits**—the leave of absence is without pay. However, you may use any earned paid time off to run concurrent with the pregnancy leave. Benefits are not earned during the leave.

Medical insurance benefits, if applicable, will continue until the end of the month in which the leave begins. After the initial month, you may be eligible for continuation coverage (see continuation policy, if applicable, at the end of this manual).

Benefits earned prior to taking leave will not be reduced, other than any paid time off used during pregnancy leave. When you return from leave, benefits will again be provided according to the applicable policies and plans.

**Pregnancy Leave of Absence Ends When:**

- You are released for full or partial duty. You must provide a physician's statement in writing indicating your fitness to return to work
- We receive satisfactory medical evidence that you are unable to return to work
- You directly or indirectly inform us (for example, by accepting employment elsewhere, moving out of state, etc.) that you do not intend to return to work
- You have been on a medical leave of absence for the approved time

**Returning from Pregnancy Leave**—if you wish to return to work sooner than the date agreed upon at the start of the leave, please give advance notice of the intended date of return so that your return to work can be properly scheduled. You will be reinstated no later than the agreed upon date or earlier if possible. However, business reasons may prevent us from having you return before the agreed upon date.

**Reinstatement to Work**—you must provide a completed *Medical Release to Work Form*, or an equivalent note from your healthcare provider, verifying that you are able to return to work and can assume your regular work duties. This must be received on or before the date you are scheduled to return from leave.

Upon returning from leave, you will be reinstated to your former position or a similar position without loss of status, pay or service credits, unless a comparable position no longer exists.

**Termination of Employment**—employment may end if any of the following occurs:

- If you do not return to work on the scheduled day of return
- If you accept outside or supplemental employment while on leave

## **BREASTFEEDING AND EXPRESSING MILK RIGHTS**

We support your right to breastfeed and/or express milk. If you choose to do so during work hours, you may use lactation rooms or other private areas for this purpose up to 2 years after the birth of a child. This time shall run concurrently with state-required rest breaks, meal periods or both, when applicable. If additional time is needed, reasonable unpaid time for breaks, which is mutually agreed upon by you and us, will be provided each day to be used for breastfeeding or expressing milk. This is intended to allow new mothers to return to work more easily and to create goodwill and a more productive atmosphere. We reserve the right to modify or rescind the accommodation if it creates an undue hardship on the business.

## **MILITARY FAMILY LEAVE**

Military family leave can be requested by you if you are the spouse or domestic partner of a member of the Armed Forces of the United States, the National Guard, or the military reserve forces of the United States who has been notified of an impending call or order to active duty, or who has been deployed during a period of military conflict.

For purposes of this policy, a “period of military conflict” means a period of war declared by the United States Congress, declared by executive order of the President of the United States, or in which a reserve component of the Armed Forces of the United States is

ordered to active duty pursuant to Title 32 of the United States Code or section 12301 or 12302 of Title 10 of the United States Code.

Leave may be provided per deployment after the military member has been notified of an impending call or order to active duty and before deployment, and when the military member is on leave from deployment.

**Length of Leave**—up to 15 days of leave during the time federal or state deployment orders are in effect.

**Qualified Employee**—you are qualified for leave if you work 20 or more hours per week.

**Notification**—if you intend to take leave under this policy, you must provide us with notice of the intention to take leave within 5 business days of receiving the official notice of an impending call or order to active duty or of a leave from deployment.

**Certification**—we may require certification from the proper military authority to verify your eligibility for leave.

**Salary and Benefits**—leave is unpaid. However, you may elect to use any earned paid time off as part of the leave.

Health insurance, if applicable, will continue during the leave period at the same level and under the same conditions that existed before leave began. Therefore, if the premium is shared between you and us, you are responsible for your share of the health insurance premium while on leave.

Benefits earned prior to taking leave will not be reduced, other than any earned paid time used during leave.

**Reinstatement Rights**—you will be reinstated to your position held prior to taking leave, or to a position with equivalent seniority status, benefits, pay and other terms and conditions of employment.

## **UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT**

The 1994 Uniformed Services Employment and Reemployment Rights Act (USERRA), guarantees that if you are placed on active military duty, including Army, Navy, Air Force, Marine Corps, Coast Guard, and their reserves, you will be re-employed when you return to civilian life again.

USERRA requires prompt reemployment. What is considered "prompt" generally depends on the circumstances and duration of the military leave, while some exceptions do apply.

Those returning to work must be reinstated to the same position and benefits to which they would have been entitled if continuously employed. This includes seniority, seniority-tied increases in benefit earning rates, pay raises based on longevity, and promotions based on longevity or length of service that they were reasonably certain to have achieved.

We will provide military leave in accordance with USERRA rules and regulations. Please talk to us if you need, or think you will need, military leave.

## **LEAVE RELATED TO DOMESTIC VIOLENCE**

This policy focuses on domestic violence which can infiltrate and impact you and us in many ways. Through this policy, it is our aim to provide support should domestic violence be a factor for you.

If you are a victim of domestic violence, sexual assault or stalking, or have a family member who is a victim of domestic violence, sexual assault, or stalking, you will be provided with reasonable leave from work. The leave can be taken intermittently or on a reduced schedule so that you can:

- Seek legal or law enforcement assistance or remedies to ensure the health and safety of you or your family member including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking.
- Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking, or to attend to the health care treatment of your family member who is a victim of domestic violence, sexual assault, or stalking.
- Obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking when you or your family member is a victim.
- Participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of you or your family member from future incidents of domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter or program

For the purpose of this policy, “family member” is defined as:

- Your spouse, child, parent, parent-in-law, grandparent
- A person with whom you have a dating relationship

Leave will be unpaid unless you choose to use any paid time off benefit available at that time.

If you need to take leave, you must give us reasonable advance notice of your intention to take leave and must follow our usual time-off request procedures. However, when you cannot provide advance notice because of an emergency or unforeseen circumstance related to domestic violence, sexual assault, or stalking, you or your designee must give notice no later than the end of the first day that you take leave.

If you need to take leave or request a safety accommodation under this policy, you may be required to verify that you or your family member is a victim of domestic violence, sexual assault, or stalking and that leave is taken for one of the reasons described above or that the safety accommodation requested is for the purpose of protecting you from domestic violence, sexual assault, or stalking. If required, verification must be provided in a timely manner. When the need for time off is unforeseeable, you must provide verification to us within a reasonable time during or after the leave.

You can provide verification through one or more of the following:

- A police report indicating that you or your family member was a victim of domestic violence, sexual assault, or stalking
- Court order protecting or separating you or your family member from the perpetrator of the act of domestic violence, sexual assault, or stalking, or other evidence from the court or the prosecuting attorney that you or your family member appeared, or is scheduled to appear, in court in connection with an incident of domestic violence, sexual assault, or stalking
- Documentation that you or your family member is a victim of domestic violence, sexual assault, or stalking from any of the following persons from whom you or your family member sought assistance in addressing the situation: an advocate for victims of domestic violence, sexual assault, or stalking, an attorney, a member of the clergy, or a medical or other professional
- Your own written statement that you or your family member is a victim of domestic violence, sexual assault, or stalking and that the leave was taken for one of the purposes outlined above or that the safety accommodation requested is for the purpose of protecting you from domestic violence, sexual assault, or stalking
- Family relationship verification may be made by a statement from you, a birth certificate, a court document, or other similar documentation

If you have disclosed your status as a victim of domestic violence, sexual assault, or stalking, we will, upon request, provide reasonable accommodation to ensure your safety while at work. We shall work together with you to quickly determine what, if any, accommodation we can make that will not create an undue hardship on the business. Such accommodation may include:

- Transfer, reassignment, modified schedule, changed work telephone or email address, changed work station, installed lock

- An implemented safety procedure or another adjustment to a job structure, workplace facility, or work requirement in response to actual or threatened domestic violence, sexual assault, or stalking

If, at some point, circumstances change and you determine you need a new accommodation, please inform us as soon as possible. Also, please let us know when you no longer need the accommodation.

We will treat information you provide confidentially. Information will only be disclosed if requested or consented to by you, as ordered by the court or administrative agency having authority over such matters, or as otherwise required by applicable federal or state law.

Upon returning from leave you will be restored to the position held at the time leave began or to an equivalent position if the former position is no longer available due to the needs of the business.

## **PAID FAMILY AND MEDICAL LEAVE**

Washington's Paid Family & Medical Leave Program is organized as an insurance program, and we are required to collect Paid Family and Medical Leave premiums from your paychecks. The premium amount is determined by Washington State and may be adjusted annually.

**Benefit Period**—a “rolling” 12 month period measured backward from the date an employee uses any Paid Family and Medical Leave. Under the “rolling” 12 month period, each time an employee takes Paid Family and Medical Leave, the remaining leave entitlement would be the balance of the 12 weeks which has not been used during the immediately preceding 12 months.

**Example:** Michael requests three weeks of medical leave to begin on July 31st. The employer looks back 12 months (from July 31st back to the previous August 1st) to see if any leave had been used. Michael had not taken any previous leave, so he is entitled to the three weeks he requested and has nine more weeks available.

**Eligibility**—to qualify for paid family and medical leave, you must have worked at least 820 hours or more in the qualifying period, which can be accrued at more than one employer.

**Qualifying Period**—the first four of the last five completed calendar quarters starting from the day you intend to take leave. If you don't qualify by that standard, the last four completed calendar quarters will be used.

Paid family leave may be granted for the following reasons:

- The birth of a child
- The placement of a child under 18 for adoption or foster care

- The serious health condition\* of your family member
- Any “qualifying exigency” (as the Secretary shall, by regulation, determine) arising out of the fact that your spouse, domestic partner, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the National Guard or Reserves in support of a contingency operation or a member of the Armed Forces who is deployed in a foreign country

Paid medical leave may be granted for the following reasons

- Your own serious health condition\*

\*A serious health condition is an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential health care facility; or continuing treatment or continuing supervision by a health care provider.

**Length of Leave**—up to 12 weeks of leave are generally available, though up to 18 weeks could be allowed in some circumstances.

**Job Protection**—provided that we employ 50 or more employees in Washington and you worked at least 12 months (not continuous in some circumstances) and at least 1,250 hours in the preceding year, family or medical leave under the program is protected, meaning you must be returned to the same or comparable position at the end of the leave period.

**Notification of Leave**—you must provide notification of your intention to take leave. If an event is foreseeable, you must provide 30 days’ notice. If the event is unforeseeable, you must provide notice as soon as practicable. For example, if you have a medical procedure appointment that will be the start of your leave, you must give your employer 30 days’ notice of your intention to take leave. Your application to the Employment Security Department isn’t considered notice to your employer.

**Benefits**—while on leave, you are entitled to wage replacement. The amount you will receive is determined by Washington State. For more details about this policy, including how to apply for benefits, please ask your manager.

## MEAL PERIOD

When your shift exceeds five hours, you will be scheduled for an unpaid meal period of at least 30-minutes. The meal period will be scheduled after the second hour of work and before the fifth hour of work. You may not work through a mandatory meal period or be allowed to shorten the work day by a corresponding period of time. You may (with our permission) voluntarily agree to waive the right to a meal period. A written agreement to waive the meal period may be required.

## REST BREAKS

You receive a paid rest break of 10 minutes at approximately the middle of every 4 hours of work.

The breaks may not be combined and added to the lunch period, nor can they be waived to shorten the work day. We ask that you take your breaks when they will not negatively affect customer service. For insurance purposes, we ask that you remain on the premises during rest breaks.

## **JURY DUTY**

When called to serve on jury duty, you are to submit a copy of the summons to us immediately. You are also required to submit certification from the court listing the actual days of service.

If you are called to serve on jury duty, you will be given a Leave of Absence. Wages will not be paid while on jury duty.

If you are released before the end of the workday, you are to return to work for the balance of the day.

We reserve the right to contact the court to request a release from jury duty.

# KEEPING YOU SAFE ON THE JOB

## HEALTH AND SAFETY

It is our goal to provide a safe workplace for everyone. Prevention of work-induced injury and illness is our common goal for a safe and healthful working environment.

### Safety and health program includes:

- Providing safeguards – mechanical and physical
- Conducting safety and health inspections to find and eliminate unsafe working conditions or practices, to control health hazards, and to comply fully with OSHA safety and health standards for every job
- Training you in safety and health practices
- Providing necessary personal protective equipment and instructions for use and care
- Developing and enforcing safety and health rules and requiring that you cooperate with these rules as a condition of employment
- Investigating, promptly and thoroughly, every accident to find out what caused it
- Correcting the problem so it will not happen again

Everyone is responsible for safety. When faced with an emergency, stay composed, notify us immediately, and follow established safety procedures. If you see an unsafe or hazardous condition, report it immediately. To avoid injuries, please observe the following important precautionary measures.

### When lifting:

- Plan what you want to lift and don't be in a hurry
- Separate your feet a shoulder width apart to give you a solid base of support
- Bend at your knees, not at the waist
- Keep your back straight
- Avoid twisting your body and point your toes in the direction you want to move
- Lift with your legs, not your back
- Have someone help you lift heavy objects

General housekeeping is everyone's responsibility. Store materials and equipment safely and neatly; avoid clutter that might cause accidents.

Report equipment defects immediately. Repairs are to be made by authorized maintenance personnel. Do not operate defective equipment.

### General Precautions:

- Do not climb on any shelving or fixtures
- Wear safe and appropriate footwear at all times

- Keep exit doors, fire exits, or electrical panels unlocked
- Safety glasses must be worn in all applicable and requisite situations

### **In the event of a fire:**

- Follow any specific procedures as outlined for our building
- Keep calm
- Call the fire department; know the emergency phone number
- Use alternative exits
- If trapped in the building, keep the doors closed and seal any cracks (with wet towels if possible)
- Open or break a window for air and call for help; do not panic or jump

### **Fire Extinguishers:**

- Be sure to know where each extinguisher is located
- Be sure you are familiar with the right procedure for their use

We will comply with all applicable occupational safety regulations concerning exposure to blood, bodily fluids, or other potentially infectious materials. Universal precautions, engineering and work practice controls, and personal protective equipment will be utilized to limit the spread of disease or infection in the workplace. A system of precautions will generally include elements such as:

- Identification of tasks and/or jobs involving a risk of exposure to blood, bodily fluids, or other potentially infectious materials
- The use of protective barriers, such as gloves and goggles, by those who are exposed to blood, bodily fluids, or other potentially infectious materials or who are required to handle contaminated items and to clean contaminated areas or equipment
- Procedures for the handling and disposing of potentially infectious materials, clothing, and other items
- Provisions for cleaning and disinfecting work areas or equipment contaminated with blood, bodily fluids, or other potentially infectious materials with a suitable disinfectant
- Procedures for providing hepatitis B vaccinations, when required, and post-exposure follow-up
- Training and familiarization with appropriate work and emergency procedures
- Labeling areas and objects of potential infection

In most circumstances, you may not refuse to work because you are afraid of contracting a life-threatening disease or infection. If you are concerned about being exposed to a serious disease or infection, you should convey your concern to us immediately.

Your refusal to work with or perform services for a person known or suspected to have a serious disease or infection, without first discussing your concern with us, will be subject to discipline, up to and including termination.

## **SAFETY SHIELDS**

Safety shields are to be worn during clinical and/or laboratory procedures, as required by law. We will supply non-prescription safety shields, or glasses, for your use.

## **VIOLENCE PROTECTION POLICY**

In our effort to keep everyone safe, we do not tolerate any type of workplace violence committed by or against you. Prohibited behaviors include, but are not limited to:

- Causing physical injury to another person
- Making threatening remarks
- Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress
- Intentionally damaging property
- Possession of any type of weapon, including licensed concealed handguns, inside the building.
- Committing acts related to sexual harassment or domestic violence

Please report any potentially dangerous situations immediately. Any violations of this policy can be cause for immediate termination.

## **ACCIDENTS OR INJURIES**

If you experience or witness an accident in which you or someone else sustains a personal injury or is exposed to occupational health hazards, regardless of how serious, immediately report the situation. Non-work-related injuries that might be aggravated on the job, or adversely affect job performance, are also to be reported. You may use the *Accident Report Form* for this purpose. Failure to report an accident or injury can result in a violation of legal requirements and can lead to difficulties in processing insurance and benefit claims.

If your injury is such that we require you to seek medical attention, either on site or at a medical care facility, your time waiting for and receiving treatment will be paid during your normal work hours.

## **WORKERS' COMPENSATION INSURANCE**

You are covered by workers' compensation insurance for work-related injuries or occupational diseases. We pay for this insurance.

**Benefits**—workers' compensation benefits provide medical, surgical, and hospital treatment, in addition to payment for loss of earnings that result from work-related injuries.

Benefits include:

- Cash benefits for both impairment and disability (disability payments cover certain physical problems, while impairment benefits cover disability and loss of wages)
- Medical benefits within the legislated limits

- Rehabilitation benefits, including both medical rehabilitation and vocational training for cases involving severe disabilities
- Compensation paid to an injured worker is decided by a rate set by law—usually a percentage of a regular weekly wage with a fixed maximum and minimum amount, subject to a total maximum limitation figure
- Compensation payments typically begin from the first day of an employee’s hospitalization or after the third day following the injury if an employee is not hospitalized

**Reporting Injuries**—if you are injured while working, notify us immediately and fill out the *Accident Report Form*, regardless of how minor the injury may be. Failure to report an accident can result in a violation of legal requirements and can lead to difficulties in processing benefit and insurance claims. We will not pay for any medical treatment given before we were made aware of the injury.

Serious injuries or illnesses involving time off or work-related deaths must be reported to the branch of the government responsible for workers’ compensation. We will file injury reports with the insurance carrier within 5 days after the injury occurs. Check the posted information for the name of the insurance carrier and the expiration date of the present insurance coverage.

Our insurer regularly reviews and audits medical claims for indications of fraud. Persons who willfully make false statements or conceal material facts to obtain disability benefits may be punished by both imprisonment and fines. We do not discriminate or retaliate against those who have filed legitimate workers' compensation claims.

**Disclaimer Notice**—neither our insurance carrier nor us will be liable for the payment of any workers’ compensation benefits for any injury that arises out of your voluntary participation in any off-duty recreational, personal, or athletic activity that is not part of your work-related duties.

## **VIDEO SURVEILLANCE**

For security purposes, we have chosen to monitor the office with video surveillance cameras. These cameras will not record sound, but may provide us with visual access to the lobby, patient waiting rooms, treatment rooms, break rooms, work areas, the parking lot and other areas surrounding the business. Video surveillance cameras will not be located in areas where there is a reasonable expectation of privacy. Such areas will include bathrooms, changing rooms and areas designated for breastfeeding mothers.

If you have questions about our surveillance practices, please let us know.

# STANDARDS OF CONDUCT

## PROBLEM RESOLUTION PROCEDURE

We are eager to learn of conditions that may be causing problems for you on the job. Such conditions cannot be corrected unless you make them known. A problem may involve work conditions, policies, or anything else that prevents a fair and productive work environment. You are encouraged to inform us when a problem arises so that we can address and resolve it as quickly as possible.

Please report your problem/concern, preferably in writing using our *Problems/Concerns Form*, to Dr. Shvartsur as soon as possible after you become aware of the situation. Please be as clear as possible. Once a report is received, we will investigate the circumstances and reach a resolution, which will be shared with you.

If you are dissatisfied with the resolution of the investigation, you should file a written appeal. You will not be subject to any form of retaliation or discipline for pursuing a problems/concerns complaint.

## ANTI-HARASSMENT AND DISCRIMINATION

It is our policy to provide a work environment that is free from any form of discrimination or harassment.

Harassment can take many forms: written, verbal and non-verbal, and can occur with any type of medium: phone, email, texting, social networking, etc. In all cases, jokes, name calling, discrimination, or harassment is prohibited at all times.

Sexual harassment includes but is not limited to: verbal, physical, or visual behavior of a sexual nature; graphic or suggestive comments about an individual's dress or body, or actual or perceived sexual orientation; making unwanted sexual advances and requests for sexual favors where either (1) submission to such conduct is made an explicit or implicit term or condition of employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Any incident of discrimination or harassment, including threats, intimidation, and assault, must be reported immediately to your direct supervisor, or any other company supervisor/manager. Please submit this information in writing; you may use the *Report of Harassment or Discrimination Form*. The report should state the time, place, type of harassment or discrimination, person or persons involved, and the name of any possible witnesses.

A prompt investigation will be conducted as discreetly as possible. Confidentiality will be maintained to the degree feasible given the need to investigate and act upon allegations made. Only those with a need to know about such a report will be advised of its existence. The person or persons accused of prohibited conduct will have an opportunity to explain the conduct in question.

Any person who has been found in violation of this policy shall be subject to appropriate disciplinary action including letters of reprimand, suspension, demotion, termination, and the possibility of civil liability. It is your responsibility to conscientiously follow this policy.

If you are dissatisfied with the resolution of the investigation, you should file a written appeal. You will not be subject to any form of retaliation or discipline for pursuing a report of harassment or discrimination.

## **UNPROFESSIONAL CONDUCT**

Certain standards of personal integrity and human behavior are an integral part of good character and respect for the rights of others. Unprofessional conduct disrupts the orderly flow of business, hurts morale, and lessens the quality of service.

Identifying every type of conduct or performance considered unprofessional is impossible. However, to offer some guidance, we provide the following list as examples of conduct and performance problems that may result in consequences:

1. Unexcused or repeated absence or tardiness
2. Unauthorized personal telephone calls or attending to personal affairs during work hours
3. Misuse of email or internet communications system
4. Working unauthorized overtime
5. Destruction or negligent abuse of property
6. Refusal to work scheduled or emergency overtime
7. Removing or tampering with posted notices without permission; posting notices or information without permission
8. Leaving the premises during working hours without authorization
9. The use of any of our equipment for personal reasons without permission
10. Mishandling, misappropriation, or unauthorized removal or possession of the funds or property of ours or other co-workers
11. Off-the-job personal behavior which could be harmful to our reputation
12. Inability to establish rapport with others
13. Unsatisfactory work performance and/or attitude
14. Violation of any verbal or written policy
15. Failure to adhere to all HIPAA requirements
16. Falsifying or destroying any records, including timekeeping records
17. Reporting to work, or working, while under the influence of alcohol or controlled substances
18. Possession of alcohol or controlled substances while on duty or on our premises

19. Illegal activity, including controlled substance use, both on and off the job
20. Refusing to accept a reasonable and proper assignment
21. Recording information on or tampering with another employee's attendance record
22. Falsifying, making inaccurate entries, or omitting requested information on the employment application form or other company records
23. Providing or giving false statements
24. Dishonesty, theft or fraud
25. The possession of firearms within the workplace
26. Failure to use assigned safety equipment or failure to abide by safety rules and policies
27. Creating or contributing to unsanitary conditions
28. Refusal to perform job duties, as assigned, without permission
29. Sexual harassment, religious harassment, or other unlawful harassment of another person
30. Establishing a competing business during employment, or engaging in work that creates a conflict of interest
31. Refusal to sign required employment-related documents
32. Failure to report to work without providing adequate notice
33. Accessing your own or co-worker's confidential employee file without authorization
34. Abusive or bullying behavior towards others

**Possible Consequences:** Although we do not exercise a formal system of discipline, you may, at our discretion, be counseled and given the opportunity to correct a problem before termination. We reserve the right to take any disciplinary action as deemed appropriate. Therefore, the following disciplinary procedures are advisory and are not binding. At our discretion, you may be:

- given a verbal and/or written counseling
- suspended from duty without pay
- terminated from employment

## **APPEARANCE**

You are to look and appear professional at all times. This includes wearing neat, clean, and tasteful clothing. The following are considered unacceptable (not a complete list): t-shirts, jogging suits, sportswear, hats, shorts, very short skirts or dresses, jumpsuits, sheer clothing, garments that are unnecessarily revealing, slippers, sandals, casual loafers or work boots, immoderate hairstyles, visible tattoos, and ornamental piercings.

Clothing should be worn in a professional manner, avoiding:

- Exposed midribs and backs
- Saggy or rolled waistlines
- Exposed undergarments

Close contact with others necessitates meticulous attention to personal and oral hygiene. Due to allergy concerns, we are a scent-free office. Therefore, perfume, scented lotions, after-shave and cologne are not to be used. Since the smell of cigarette smoke or eating of malodorous foods such as garlic and onions may be offensive to others, this must be carefully managed at all times. Chewing gum is not permitted while working.

Please also adhere to the following:

- Shoes and shoelaces should be clean and in good condition
- Hair is to be clean, well-groomed and worn in such a manner that it does not interfere with the performance of duties
- Nails are to be clean and their length should not interfere with the execution of duties
- Women: make-up should be kept to a minimum
- Men: facial hair should be well-trimmed

Any request for a deviation in this policy must be submitted in writing. However, such requests are not likely to be approved if they cause any potential undue hardship to the business, or do not meet the safety or uniform policy requirements, or might infringe on the rights of other employees.

We maintain our right to make exceptions to this policy for any reason, particularly if required by state or federal law.

## **INTERPERSONAL RELATIONSHIPS AND FRATERNIZATION**

We encourage a collegial and supportive atmosphere at work for our employees. In an effort to provide that type of culture for everyone, we want to ensure that interpersonal relationships between employees are properly managed so that they do not become disruptive. For this reason, please adhere to the following guidelines in your relations with other employees, both on and off-duty.

A supervisor shall not engage in any form of personal relationship with a subordinate employee. Engaging in a relationship with a subordinate employee could have the appearance of creating or promoting favoritism or special treatment for the subordinate employee, which is strictly prohibited. In the event of such a relationship, whether a friendship or romantic, the individuals involved may be subject to termination, depending upon the nature of the situation.

Two or more non-supervisory employees shall not have a relationship, or engage in social activities that:

- have the potential or effect of involving the employees, their coworkers, or the business in any kind of dispute or conflict with other employees or third parties
- interferes with or impairs the work of any employee
- creates a harassing, demeaning, or hostile working environment for any employee

- disrupts the smooth and orderly flow of work within the business, or the delivery of services to our clients
- harms the goodwill and reputation of the business among its clients or in the community at large
- tends to place in doubt the reliability, trustworthiness, or sound judgment of the persons involved in the relationship

No employee may use business equipment or facilities for furtherance of non-work-related activities or relationships without the express advance permission of management.

If you believe that one or more of your co-workers or you have conducted yourself in such a way that your actions and relationships with each other have or will negatively impact the business, notify management immediately to discuss the possibility of a resolution that would minimize the impact and avoid further consequences. Depending upon the circumstances, failure to report such conduct may be considered evidence of intent to conceal a violation of our policy and to hinder an investigation into the matter, which may lead to disciplinary action up to and including immediate termination.

All employees, especially managers, are reminded that the qualities of good judgment, discretion, and compliance with guidelines are all taken into account, especially when considering future advancement opportunities and salary increases of subordinates.

## **PROPERTY AND EQUIPMENT SECURITY**

Property or equipment belonging to us may not be removed from the premises without written approval. You will be responsible for the proper care and return of all property and equipment assigned to your possession. Desks, lockers, other storage devices, or computers, as well as any articles or information found within them, may be inspected by us or authorized personnel at any time, either with or without prior notice or consent.

If you are provided a key to the building, you are to notify us immediately if it is lost, and you are prohibited from making duplicate copies. You are not to discuss the security system or code, if applicable, with any unauthorized person. Violations may result in immediate termination.

If you are provided with a desk or a locker for your use during work hours, you are not allowed to store items such as weapons, alcohol, illegal drugs, illegally-prescribed drugs or medications, or other prohibited materials at any time.

We take no responsibility for any personal belongings that are lost, damaged, stolen or destroyed during work hours.

## **ALCOHOL AND DRUG ABUSE**

If you are under the influence of any drug or alcoholic beverage on the job, you pose a serious risk to everyone's health and safety. Therefore, you are strictly prohibited from the use, possession, sale, conveyance, distribution, or manufacture of intoxicants or controlled substances. Substance abuse, both on and off the job, can lead to termination.

In addition, you are strictly prohibited from the abuse of alcohol and prescription drugs. Legally prescribed medications are only permitted within the workplace to the extent that the use of such medications does not adversely affect your job performance, your safety or that of others. If you are using a drug or a medically prescribed medication that is known or advertised as possibly affecting or impairing judgment, coordination, or other senses or which may adversely affect the ability to perform work in a safe and productive manner, it is your responsibility to advise us of this fact before reporting to work.

Marijuana, medical or otherwise, is not permitted on the premises at any time.

**Drug and Alcohol Testing**—if there is reasonable cause to suspect that you are under the influence of any controlled substance, you may be required to immediately submit to a medical examination and/or to urine, blood, saliva, breath, and/or hair testing for drugs or alcohol. Reasonable cause may be related to appearance, behavior, speech, excessive absenteeism, accidents, declining performance, and situations involving safety or security. Reasonable cause may also involve retesting workers who have completed or are in a rehabilitation program.

Your acceptance of medical examinations and testing is a condition of employment. Therefore, refusal to submit to a drug or alcohol test will be considered equivalent to a confirmed positive test and will result in immediate disciplinary action which may include termination.

**Inspections to Administer and Enforce Policy**—in order to promote a safe, productive, and efficient workplace, we reserve the right to inspect any articles and property in your possession. The inspection may include lockers, desks, boxes, packages, lunch boxes, containers, purses, and any other object on our property.

**Notification of Criminal Charges**—if you're convicted of a criminal drug statute, you must notify us in writing within 5 calendar days. Any violation of this policy will result in adverse employment action up to and including termination and referral for criminal prosecution.

**Employee Assistance**—you are urged to seek help for any substance abuse problem. Alcoholics Anonymous (AA) and Narcotics Anonymous (NA) provide information and support.

## CONFIDENTIALITY AND NON-DISCLOSURE

In order to execute your duties appropriately, we make available to you business-related information that is highly confidential and constitute our trade secrets. This information is provided and disclosed to you solely for use in connection with employment.

In adherence with this policy, everyone shall:

- Not disclose, nor permit to be disclosed, any of the business-related information to any person or entity
- Not photocopy or duplicate, or permit any person to photocopy or duplicate, any of the business-related information without our consent and approval
- Not make use of the business-related information for your own benefit or the benefit of any person or entity other than ours
- Not continue to keep any business-related information after termination of employment

You are not to release work-related information regarding present or former employees without specific and prior approval in writing.

When handling confidential information, you are responsible for its security. Extreme care is to be exercised to ensure that it is safeguarded at all times. Anyone who violates this confidentiality and disclosure policy is subject to disciplinary action up to and including termination, as well as possible legal action.

Nothing in this policy is intended to limit your right to engage in protected concerted activities as prescribed by the National Labor Relations Act.

## **COMPUTER, EMAIL, AND INTERNET USAGE**

Computers, computer files, email, instant messaging, internet access, and computer software are our property and intended for legitimate business use in the course of your assigned duties only. Internet access includes, but is not limited to: email, web browsing, workplace blogs, or forums that are accessed on or from the premises.

We strive to maintain a workplace free of harassment. To that end, you may not use the business-provided computers or internet services to: engage in illegal, fraudulent or malicious conduct; send, receive, or store offensive, obscene, or defamatory material; annoy or harass other individuals or send email of a personal nature; distribute or store mass emails, jokes, solicitations, or offers to buy or sell goods. You may not use the business internet access to post opinions on the internet, particularly any opinion of a political or discriminatory nature. You are prohibited from using the business computers for personal blogs, to post material that may be embarrassing to us, or to post information that could be considered confidential, proprietary, or intellectual property, including language or other postings that are harassing, discriminatory, menacing, threatening, or derogatory.

Some computer files or software may interact poorly with existing software and may contain harmful computer viruses. Therefore, CDs, software, or files may not be installed or downloaded from any source including the internet without prior authorization. Likewise, the illegal duplication of software and its related documentation is not permitted.

All computer and system files must be accessible to us at all times and are subject to unannounced inspections. Monitoring can include: intercepting, copying, printing, or reading all email entering, leaving, or being stored in the system. We will keep copies of all internet and email passwords. Unauthorized passwords are prohibited.

You are to notify any member of management of violations of this policy. Those who violate this policy will be subject to disciplinary action, up to and including termination.

## **SOCIAL MEDIA**

Accessing social media websites is not allowed while using our business computers unless otherwise authorized to do so. Using social media is not allowed during work time, which includes such activities as tweeting or text messaging.

Some examples of social media include: Facebook, LinkedIn, Twitter, and YouTube. This is not an all-inclusive list; all online activity is governed by this policy.

All policies contained within the personnel policy manual are applicable at all times, which include personal use of social media websites. Since information posted on social media sites can be viewed publicly, you may not expect a right to privacy.

If we participate in any social media website, only authorized individuals may send or post messages on behalf of the business. Those authorized individuals must use a separate account for personal use of social media if they choose to participate on their own.

Nothing in this policy is intended to limit your right to engage in protected concerted activities as prescribed by the National Labor Relations Act.

## **PORTABLE MEDIA DEVICES**

If you choose to bring iPods, MP3 players, cell phones, and other portable media devices to work, it is expected that you adhere to the following guidelines to ensure proper use.

You are only permitted to use media devices during non-work hours, such as authorized rest or meal breaks, and when you are away from any work area. Headphones must be used and the volume level must be kept low enough that it does not block out voices or disturb others in the area.

You are prohibited from walking around the office, attending internal meetings, or conducting any job duty while using your portable media device.

You are not allowed to use our business computers to download files onto your portable media device without prior authorization. Likewise, it is strictly prohibited to download any confidential or proprietary information onto your device from our business computers.

If we have issued a portable media device for training and/or communication purposes, you may not use it to download personal audio files or videos. The device must be immediately returned upon termination of employment, whether voluntary or involuntary.

Listening to either a company-provided or personal portable media device through headphones while driving a company-issued vehicle, or driving a personal vehicle for business purposes, is prohibited at all times.

## **PERSONAL TELEPHONE, CELL PHONE AND SMARTPHONE USE**

The business telephones are not to be used for personal calls. Therefore, receiving or making personal telephone calls of a non-emergency nature is not allowed without permission. No personal long distance or toll calls are to be charged to our phone. For training purposes and to maintain quality customer service, the phones may be monitored from time to time.

Personal calls, texting, or accessing personal cell phones and/or smart watches is allowable only during non-work hours, such as authorized rest or meal breaks, and must be conducted away from any work area. Cell phones used for verbal or texting communication may not be for the purpose of harassing others or otherwise violating the anti-harassment policy.

You are expressly prohibited from using cell phones to transmit visual or audio communications that are of a sexually explicit nature or is otherwise in violation of our anti-harassment policy.

Failure to adhere to this policy may result in disciplinary action up to and including termination, as well as legal action.

## **SMOKING**

Because of the overwhelming evidence that smoking is dangerous and injurious to a person's health, you are encouraged not to smoke. However, we recognize that the decision to smoke or not to smoke is a personal one.

Smoking, or carrying the scent of having smoked, whether it is cigarettes, cigars, pipes, e-cigarettes, or any other form, is prohibited within the premises at all times. This policy is for the general health and safety of everyone. Refer to the *Appearance* policy for additional information regarding smoking.

## **MAINTENANCE—HOUSEKEEPING**

Clean and orderly surroundings have a positive bearing on morale and productivity. In general, people are favorably impressed and attracted to a business that looks professional and well-maintained. It is your responsibility to keep work areas neat and tidy and to correct or report any conditions that detract from our professional image. No food or beverages are allowed in the work area; water is permitted in a leak-proof container.

## **PERSONAL PROBLEMS**

We ask that you please refrain from bringing your personal problems to work and from discussing them during work time. If there is a severe problem that affects your ability to perform your job duties, it should be discussed with an authorized source as soon as possible. You can expect understanding and help toward finding a solution in the best interest of all concerned.

## **OUTSIDE EMPLOYMENT (MOONLIGHTING)**

You are expected to devote your full efforts to your job duties during normal working hours and any additional hours that may be required of you. If you decide to work another job, it must not divert your time, interests, or talents away from the satisfactory accomplishment of your work responsibilities. Outside employment is not a satisfactory reason for poor performance, absenteeism, tardiness, or refusal to work overtime. You are not eligible for a paid absence when the absence is caused by circumstances related to the second job.

## **SOLICITATION**

To prevent disruptions and to protect from interference in your work duties, demonstrating or selling a work or non-work-related product during work hours is prohibited. Outside individuals are prohibited from trespassing, soliciting, or distributing literature on our property.

## **ACCEPTING ENTERTAINMENT, GIFTS, FAVORS, AND GRATUITIES**

It is prohibited to solicit or accept any gift, gratuity, favor, entertainment, reward, or any other item of monetary value that might influence or appear to influence your judgment or conduct in the performance of your job. You can accept gifts or entertainment only in cases where the gifts or entertainment are of nominal value, are customary in the industry, will not violate any laws, and will not influence or appear to influence your judgment, conduct, or employment.

# ENDING EMPLOYMENT

## SEPARATION FROM EMPLOYMENT

Separations are classified as either voluntary or involuntary.

**Voluntary**—a resignation initiated by you. Please submit your resignation in writing using the *Notice of Resignation Form*.

Although you may resign, at any time, with or without cause or advance notice, we would appreciate that you provide at least two weeks' advance notice, whenever possible. However, we may find it inefficient, disruptive or undesirable to permit you to work for the duration of your notice, and we reserve the right to accelerate the effective date of your resignation at any given time. In-lieu-of-notice pay may be provided at our discretion.

**Involuntary**—a separation initiated by us. This may be the result of:

- Lack of work
- Your inability to perform work duties satisfactorily
- Reorganization and/or relocation
- Your unprofessional conduct
- The business being sold or acquired by another entity

The above items are not intended to show all the possibilities that might result in involuntary release from employment.

**Exit Interview**—you may be asked to complete an exit interview questionnaire at the time of your departure. This questionnaire gives you a chance to communicate your views on your work, pay, benefits, management, and communication during your time of employment and is used for us to consider making improvements to our work environment.

**Return of Property**—if you resign, any property belonging to us must be returned on or before your last day of work. If your employment is involuntarily terminated, any property belonging to us must be returned immediately. Items may include uniforms, keys, cell phones and electronic devices, manuals, equipment, etc. Your cooperation is appreciated. We reserve the right to take any legal action necessary to ensure our property is returned.

## LAYOFF AND RECALL

If we determine that we must reduce the workforce because of adverse economic conditions or other situations such as a global pandemic, we will generally adhere to the following.

**Layoff:**

- Employees will generally be selected for layoff based on the following criteria, although not in this particular order:
  - Promotion potential and transferability of skills to other positions within the business
  - Demonstrated current and past performance
  - The needs of the company and specific projects
  - Length of service with the company (measured from the original date of employment unless there has been a break in service greater than 30 days)
- Employees selected for layoff will be given as much notice as is required by law or as much as is reasonable under the circumstances.
- If the layoff is expected to exceed two weeks, unused and/or accrued vacation/PTO will be paid at the time of layoff if required by law. Employees who are laid off will not continue to accrue vacation/PTO or sick leave during the layoff.

**Recall:**

- Employees who are laid off will be maintained on a recall list for six months or until we determine the layoff is permanent, whichever occurs first. Removal from the recall list terminates all job rights the employee may have. While on the recall list, employees should inform the company if they become unavailable for recall. Employees who do not keep a current home address and phone number on record with the company will lose their recall rights.
- Employees will be recalled according to the needs of the company, the employee's classification and ability to perform the job.
- We will notify laid off employees of their ability to be reinstated roughly 2 weeks prior to a return to work date. This may be accomplished via phone call, email, or letter, or any combination of those. A failure to respond within 7 days to our attempts to recall you will result in us determining you do not wish to be reinstated and have effectively resigned.
- Seniority will continue to accumulate during any layoff of 30-90 days. Employees laid off for more than 90 days and subsequently recalled within six months from the date of layoff will be credited with the service accumulated at the time of layoff.

**JOB ABANDONMENT**

If you are absent from work for 3 consecutive days without providing proper notification, we will consider you to have resigned. If you request time off that is denied and take time off anyway, or if you fail to return from an approved absence on the agreed upon date, or if you walk off the job during your shift, the absence is considered to be job abandonment and will be treated as a voluntary resignation.

Exceptions may be made to this policy if extenuating circumstances existed that resulted in your inability to properly notify us of your absence.

**REFERENCE REQUESTS**

We believe that all requests for information concerning current or former employees should be handled in a consistent and appropriate manner.

Before any information will be provided regarding a current or previous employee, the *Authorization to Give References Form*, or one that is equivalent from a prospective employer, must be signed by the individual in question.

In responding to other employers' requests for employment information about a former employee without a signed release, we will provide only the individual's start and end date of employment, title of position held, and a description of the job performed.

All written, oral, or informal requests for information about current or former employees are to be referred to Dr. Shvartsur. Consequently, you may not provide (either on or off-the-record, formally or informally) any employment-related information regarding current or former employees to any person or entity.

By following this policy, we can ensure that any information released is authorized and accurate.

## **HEALTHCARE CONTINUATION COVERAGE**

If you, or any of your dependents, are covered by our group health plan, you or your dependents may be eligible for continuation of the coverage when it would otherwise be lost. Upon enrollment onto our plan, you and/or your dependents will be provided with information regarding your rights for continuation of coverage should an event occur that would make you or your dependents eligible. You and/or your dependents will also be notified of these rights and provided appropriate paperwork for continuation of coverage when an event occurs that would cause a loss of coverage. If elected, this coverage is paid for entirely by you or your dependents. Please let us know if you have any questions.