



# All Health Services

*Your Professional Staffing Partner*

## Employee Handbook

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# General Employment Policies

## Introductory Statement

Welcome! As an employee of All Health Services (the "Company"), you are an important member of a team effort. We hope that you will find your position with the Company rewarding, challenging, and productive.

Because our success depends upon the dedication of our employees, we are highly selective in choosing new members of our team. We look to you and the other employees to contribute to the success of the Company.

This employee handbook is intended to explain the terms and conditions of employment of all full- and part-time employees and supervisors. Written employment contracts between All Health Services and some individuals may supersede some of the provisions of this handbook.

This handbook summarizes the policies and practices in effect at the time of publication. This handbook supersedes all previously issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described here. Your supervisor or manager will be happy to answer any questions you may have.

## Harassment Discrimination and Retaliation Prevention

All Health Services is an equal opportunity employer. All Health Services is committed to providing a work environment free of harassment, discrimination, retaliation, and disrespectful or other unprofessional conduct based on:

- Race
- Religion (including religious dress and grooming practices)
- Color
- Sex/gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sex stereotype, gender identity/gender expression/transgender (including whether or not you are transitioning or have transitioned) and sexual orientation
- National origin
- Ancestry
- Physical or mental disability
- Medical condition
- Genetic information/characteristics
- Marital status/registered domestic partner status
- Age (40 and over)
- Sexual orientation
- Military or veteran status
- Any other basis protected by federal, state or local law or ordinance or regulation

All Health Services also prohibits discrimination, harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

In addition, the Company prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations.

### **All such conduct violates Company policy on Harassment Prevention**

The Company's policy prohibiting harassment applies to all persons involved in the operation of the Company. The Company prohibits harassment, disrespectful or unprofessional conduct by any employee of the Company, including supervisors, managers and co-workers. The Company's anti-harassment policy also applies to vendors, customers, independent contractors, unpaid interns, volunteers, persons providing services pursuant to a contract and other persons with whom you come into contact while working.

Prohibited harassment, disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, comments, posts or messages;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests or sexual advances as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
- Retaliation for reporting or threatening to report harassment; and
- Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law or by company policy.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of their gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire.

Prohibited harassment is not just sexual harassment but harassment based on any protected category.

### **Non-Discrimination**

The Company is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in Company operations. The Company prohibits unlawful discrimination against any job applicant, employee or unpaid intern by any employee of the Company, including supervisors and coworkers.

Pay discrimination between employees of the opposite sex or between employees of another race or ethnicity performing substantially similar work, as defined by the California Fair Pay Act and federal law, is prohibited. Pay differentials may be valid in certain situations defined by law. Employees will not be retaliated against for inquiring about or discussing wages. However, All Health Services is not obligated to disclose the wages of other employees.

## Anti-Retaliation

The Company will not retaliate against you for filing a complaint or participating in any workplace investigation or complaint process, and will not tolerate or permit retaliation by management, employees or co-workers.

## Reasonable Accommodation

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any job applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Compliance Officer and discuss the need for an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any, that will help the applicant or employee perform the job. An applicant, employee or unpaid intern who requires an accommodation of a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) should also contact the Compliance Officer and discuss the need for an accommodation. If the accommodation is reasonable and will not impose an undue hardship, the Company will make the accommodation.

The Company will not retaliate against you for requesting a reasonable accommodation and will not knowingly tolerate or permit retaliation by management, employees or co-workers.

## Complaint Process

If you believe that you have been the subject of harassment, discrimination, retaliation or other prohibited conduct, bring your complaint to your Staffing Specialist, the Company President, or the Compliance Officer at [compliance@allhs.net](mailto:compliance@allhs.net) as soon as possible after the incident. You can bring your complaint to any of these individuals. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact the Compliance Officer. Please provide all known details of the incident or incidents, names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but it is not mandatory.

The Company encourages all individuals to report any incidents of harassment, discrimination, retaliation or other prohibited conduct forbidden by this policy immediately so that complaints can be quickly and fairly resolved.

You also should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment, discrimination and retaliation in employment. If you think you have been harassed or discriminated against or that you have been retaliated against for resisting, complaining or participating in an investigation, you may file a complaint with the appropriate agency. The nearest office can be found by visiting the agency websites at [www.dfeh.ca.gov](http://www.dfeh.ca.gov) and [www.eeoc.gov](http://www.eeoc.gov).

Supervisors must refer all complaints involving harassment, discrimination, retaliation or other prohibited conduct to the Compliance Officer of the Company so the Company can try to resolve the complaint.

When the Company receives allegations of misconduct, it will immediately undertake a fair, timely, thorough and objective investigation of the allegations in accordance with all legal requirements. The Company will reach reasonable conclusions based on the evidence collected.

The Company will maintain confidentiality to the extent possible. However, the Company cannot promise complete confidentiality. The employer's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know.

Complaints will be:

- Responded to in a timely manner
- Kept confidential to the extent possible
- Investigated impartially by qualified personnel in a timely manner
- Documented and tracked for reasonable progress
- Given appropriate options for remedial action and resolution
- Closed in a timely manner

If the Company determines that harassment, discrimination, retaliation or other prohibited conduct has occurred; appropriate and effective corrective and remedial action will be taken in accordance with the circumstances involved. The Company will also will take appropriate action to deter future misconduct.

Any employee determined by the Company to have engaged in harassment, discrimination, retaliation or other prohibited conduct will be subject to appropriate disciplinary action, up to, and including termination. Employees should also know that if they engage in unlawful harassment, they can be held personally liable for the misconduct.

## At-Will Employment Status

Employees at All Health Services personnel are employed on an at-will basis. This means that the employment relationship may be terminated at any time with or without reason or advance notice by either the employee or the Company. Nothing in this handbook limits the right to terminate at-will employment.

No employee or representative of the Company has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the President of All Health Services has the authority to make any such agreement, which is binding only if it is in writing.

Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of their employment, such as communications regarding wages, scheduling or other terms of employment.

## Right to Revise

This employee handbook contains the employment policies and practices of All Health Services in effect at the time of publication. All previously issued handbooks and any inconsistent policy statements or memoranda are superseded.

All Health Services reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook at any time, except for the policy of at-will employment.

Any written changes to this handbook will be distributed to all employees so that you will be aware of any new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.

This handbook contains the entire agreement between you and All Health Services as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this employee handbook or any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

Nothing in this statement is intended to interfere with your right to communicate or work with others toward altering the terms and conditions of your employment, such as communications regarding wages, scheduling or other terms or conditions of employment.



## Hiring

### Full-Time Employees

Regular full-time employees are those who are scheduled for and do work 40 hours per week. Regular full-time employees are eligible for most employee benefits described in this handbook. Benefit eligibility may depend on length of continuous service. Benefit eligibility requirements may also be imposed by the plans themselves or by law.

### Inactive Status

Employees who are on any type of leave of absence, work-related or non-work-related, that exceeds any protected state, federal or local leave of absence will be placed on inactive status.

### Health Benefits Extension

Unless a health benefits extension is covered by state or federal law, benefits will terminate according to our insurance carrier's policy. Employees on inactive status may be eligible under the Consolidated Omnibus Budget Reconciliation Act (COBRA) or the California Continuation Benefits Replacement Act (Cal-COBRA) to elect to continue their health care coverage at the employee's expense.

Contact the Benefits Coordinator for more information.

### Job Duties

During the introductory period, your supervisor will explain your job responsibilities and the performance standards expected of you. Please keep in mind that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects, or to assist with other work necessary or important to the operation of your department or All Health Services. Your cooperation and assistance in performing such additional work is expected.

All Health Services reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

### New Hires

The first 90 Days of continuous employment at All Health Services is considered an introductory period. During this time, you will learn your responsibilities, get acquainted with co-workers and determine whether or not you are happy with your job. Your supervisor will closely monitor your performance.

Completion of the introductory period does not entitle you to remain employed by All Health Services for any definite period of time. Your status as an at-will employee does not change. The employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or the Company.

# Time Off and Leaves of Absence

## Civil Air Patrol Leave

No employee with more than 90 days of service shall be disciplined for taking time off to perform emergency duty as a volunteer in the California Civil Air Patrol. If you are a Civil Air Patrol volunteer, please alert your supervisor that you may have to take time off for emergency duty. When taking time off for emergency duty, please alert your supervisor before doing so, giving as much advance notice as possible.

Up to 10 days of leave for duty may be taken each year. However, leave for a single emergency mission cannot exceed three days, unless the emergency is extended by the entity in charge of the operation and the extension of leave is approved by the Company.

## Domestic Violence, Sexual Assault or Stalking Leave and Accommodation

If you are the victim of domestic violence, sexual assault or stalking, you are eligible for unpaid leave. While the leave is generally unpaid, employees can use their paid sick time under California's Healthy Workplaces, Healthy Families Act for the purposes described below.

You may request leave if you are involved in a legal action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure your or your child's health, safety, or welfare. Please provide reasonable advance notice of the need for leave, unless advance notice is not feasible. Contact a Staffing Specialist.

If you need a reasonable accommodation for your safety at work, contact a Staffing Specialist. If you are requesting a reasonable accommodation, you will need to submit a written statement signed by you, or by an individual acting on your behalf, certifying that the accommodation is for the purpose of your safety at work.

For reasonable accommodation requests, the Company will also require certification demonstrating that you are the victim of domestic violence, sexual assault or stalking. The Company may request recertification every six months. Please notify the Company if an approved accommodation is no longer needed.

The Company will engage in an interactive process with you to identify possible accommodations, if any, that are effective and will make reasonable accommodations unless an undue hardship will result.

All Health Services will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave or accommodation under these provisions.

## Domestic Violence, Sexual Assault or Stalking Leave for Treatment

Employees who are victims of domestic violence, sexual assault or stalking are eligible for unpaid leave. Although the leave is generally unpaid, employees can use their paid sick time under California's Healthy Workplaces, Healthy Families Act for the purposes described below.

You may request leave for any of the following purposes:

- To seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
- To obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking;
- To obtain psychological counseling related to experiencing domestic violence, sexual assault or stalking;
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking including temporary or permanent relocation.

Please provide reasonable advance notice of the need for leave unless advance notice is not feasible. Contact a Staffing Specialist.

All Health Services will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

The length of unpaid leave an employee may take is limited to 12 weeks provided for in the federal Family and Medical Leave Act (FMLA) for eligible employees.

## Extended Medical Leave

On occasion, an employee may need a medical leave of absence that extends beyond limits under any state or federal mandatory leave law. In addition, there may be circumstances when an employee needs a medical leave allowed under disability laws and in accordance with this policy.

In these situations, an extended medical leave of absence may be granted for medical disabilities (other than pregnancy, childbirth, and related medical conditions) with a doctor's written certificate of disability. Extended disability leaves will also be considered on a case-by-case basis, consistent with the Company's obligations under federal and state disability laws.

Employees should request any leave in writing and as far in advance as possible.

A medical leave begins on the first day your doctor certifies that you are unable to work, and ends when your doctor certifies that you are able to return to work. Your supervisor will provide you with a form for your doctor to complete, showing the date you were disabled and the estimated date you will be able to return to work. When returning from a medical disability leave, you must present a doctor's certificate declaring fitness to return to work.

Upon return from medical leave, you will be offered the same position you held at the time your leave began, if available. If your former position is not available, a comparable position will be offered. If neither the same nor a comparable position is available, your return to work will depend on job openings existing at the time of your scheduled return. All Health Services makes no guarantees of reinstatement, and your return will depend on your qualifications for existing openings. All Health Services will comply with any reinstatement obligations under state or federal law.

California workers' compensation laws govern work-related injuries and illnesses. California pregnancy disability laws govern leaves taken because of pregnancy, childbirth, and related medical conditions.

An employee that needs reasonable accommodations should contact a Staffing Specialist and discuss the need for an accommodation.

## Family and Medical Leave

California's California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA) provide up to 12 workweeks of unpaid family/medical leave within a 12-month period, under the following conditions:

- You have been employed with the Company for a total of at least 12 months prior to the commencement of leave. The 12 months of employment must have accumulated within the previous seven years (certain exceptions apply);
- You have worked at least 1,250 hours during the previous 12-month period before the need for leave\*; and
- You are employed at a work site where there are 50 or more employees within a 75-mile radius.

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

Leave may be taken for one or more of the following reasons:

- The birth of your child, or placement of a child with you for adoption or foster care (FMLA/CFRA);
- Incapacity due to pregnancy, prenatal medical care or child birth (FMLA only);
- Your serious health condition that makes you unable to perform your job (FMLA/CFRA);
- To care for your spouse, child or parent who has a serious health condition (FMLA/CFRA);
- To care for your registered domestic partner (CFRA only).

For additional information about eligibility for family/medical leave, contact a Staffing Specialist.

### Military Family Leave Entitlements

- Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement for certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
- Eligible employees may also take a special leave entitlement of up to 26 weeks of leave during a single 12-month period to care for a covered servicemember. (FMLA/CFRA for 12 weeks if the care provider is eligible for both, followed by 14 weeks of (FMLA only), or 26 weeks of FMLA only if leave is not CFRA covered leave). A covered servicemember is either:
  - A current member of the Armed forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness\*; or
  - A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or

therapy for a serious injury or illness.\*

\*The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are different from the FMLA definition of "serious health condition."

## Calculating the 12-month Period

For purposes of calculating the 12-month period during which 12 weeks of family and medical leave or qualifying exigency leaves may be taken, All Health Services uses rolling 12-month period measured backward from the date an employee uses any family leave.

Under most circumstances, leave under federal and state law will run at the same time and an eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period.

For leave to care for a covered servicemember, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves. Leave to care for a covered servicemember is for a maximum of 26 workweeks during a 12-month period.

## Pregnancy, Childbirth or Related Conditions and Baby Bonding

Leave because of a disability for pregnancy, childbirth or related medical condition is not counted as time used under California law (CFRA). However, time off because of pregnancy disability, childbirth or related medical condition does count as family and medical leave under federal law (FMLA). Employees who take time off for pregnancy disability and who are eligible for FMLA will be placed on FMLA that runs at the same time as their pregnancy disability leave (PDL).

Once the pregnant employee is no longer disabled, or once the employee has given birth and exhausted PDL, the employee may apply for leave under the CFRA, for purposes of baby bonding.\*

Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. CFRA leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, the Company will grant a request for a CFRA leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. The Company may also grant additional requests for leave lasting less than two weeks at its discretion. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

\*If you are not eligible for baby bonding leave because you work at a worksite with less than 50 employees in a 75-mile radius, you may be eligible for time off to bond with a new child under the New Parent Leave Act (if you meet the eligibility requirements under this law). For more information, contact a Staffing Specialist.

## Leave Procedures

The following procedures shall apply when requesting family/medical leave:

- Please contact a Staffing Specialist as soon as you realize the need for family/medical leave. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical

treatment for your serious health condition or that of a family member, you must notify the Company at least 30 days before leave is to begin. You must consult with your supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Company. Any such scheduling is subject to the approval of your health care provider or the health care provider of your child, parent, or spouse.

- If you cannot provide 30 days' notice, the Company must be informed as soon as is practical.
- If the FMLA/CFRA request is made because of your own serious health condition, the Company may require, at its expense, a second opinion from a health care provider that the Company chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the Company.
- If the second opinion differs from the first opinion, the Company may require you, at the Company's expense, to obtain the opinion of a third health care provider designated or approved jointly by you and the employer. The opinion of the third health care provider shall be considered final and binding on you and the Company.

## Certification

All Health Services requires you to provide certification. You will have 15 calendar days from the Company's request for certification to provide it to the Company, unless it is not practical to do so. The Company may require recertification from the health care provider if you request additional leave upon expiration of the time period in the original certification. (*For example, if you need two weeks of family and medical leave, but following the two weeks you need intermittent leave, a new medical certification will be requested and required.*) If you do not provide medical certification in a timely manner to substantiate the need for family and medical leave, the Company may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered family and medical leave.

If the leave is needed to care for a sick child, spouse, or parent, you must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Estimated amount of time for care by the health care provider; and
- Confirmation that the serious health condition warrants your participation.

When both parents are employed by the Company, and request simultaneous leave for the birth or placement for adoption or foster care of a child, the Company will not grant more than a total of 12 workweeks of family/medical leave for this reason.

If your serious health condition is the reason for leave, you must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition; and
- Your inability to work at all or to perform any one or more of the essential functions of your position because of the serious health condition.

If you are absent because of your own serious health condition, the Company will also require a medical release to return to work form or certification from your health care provider that you are able to resume work.

Failure to provide a release to return to work certificate from your health care provider may result in denial of reinstatement until the certificate is obtained.

#### **Leave Related to Military Service**

A leave taken due to a "qualifying exigency" related to military service must be supported by a certification of its necessity. A leave taken due to the need to care for a servicemember must be supported by a certification by the servicemember's health care provider or other certification allowed by law. Special certification requirements apply to leaves related to military service.

#### **Health and Benefit Plans**

If you are taking family/medical leave, you will be allowed to continue participating in any health and welfare benefit plans in which you were enrolled in before the first day of the leave (for a maximum of 12 workweeks, or 26 workweeks if the leave is to care for a covered servicemember) at the level and under the conditions of coverage as if you had continued in employment for the duration of such leave. The Company will continue to make the same premium contribution as if you had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, the Company may recover premiums paid to maintain health coverage if you fail to return to work following family/medical leave.

Employees on pregnancy disability leave will be allowed to continue to participate in group health coverage for up to a maximum of four months of pregnancy disability leave (if such insurance was provided before the leave was taken) on the same terms as if you had continued to work. The right to continued group health coverage during pregnancy disability leave is a separate and distinct entitlement from the CFRA entitlement.

Payment is due on the same schedule as payments that are made under COBRA the first of each month.

#### **Substitution of Paid Leave**

Generally, FMLA/CFRA leave is unpaid. The Company may require, or you may choose, to use accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, you must comply with the Company's normal paid leave policies. For more information on those specific circumstances requiring or allowing the substitution of paid leave contact a Staffing Specialist.

#### **Reinstatement**

Under most circumstances, upon return from family/medical leave, you will be reinstated to your original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on family/medical leave would have been laid off had the employee not gone on leave, or if the employee's job is eliminated during the leave and no

equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of family/medical leave will not result in the loss of any employment benefit that the employee earned before using family/medical leave.

Reinstatement after family/medical leave may be denied to certain salaried "key" employees under the following conditions:

- An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the worksite at which the employee worked at the time of the leave request;
- The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to the Company's operations;
- The employee is notified of the Company's intent to refuse reinstatement at the time the Company determines the refusal is necessary; and
- If leave has already begun, the Company gives the employee a reasonable opportunity to return to work following the notice described previously.

## **Time Accrual**

Please contact a Staffing Specialist with any questions regarding accrual of other Company provided paid leave benefits (such as vacation, PTO or sick leave) during unpaid FMLA/CFRA leave.

## **Carryover**

Leave granted under any of the reasons provided by state and federal law will be counted as family/medical leave and will be considered as part of the 12-workweek entitlement (26-workweek entitlement if leave is to care for a servicemember) in any 12-month period. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

## **Intermittent Leave**

You may take Family and Medical Leave Act/California Family Rights Act leave intermittently (in blocks of time, or by reducing your normal weekly or daily work schedule) if the leave is for your serious health condition or that of a qualifying family member and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is one hour.

See also the discussion of *Pregnancy, Childbirth or Related Conditions and Baby Bonding* above.

## **Jury Duty and Witness Leave**

All Health Services encourages employees to serve on jury duty when called. Non-exempt employees who have completed their introductory periods will receive full pay while serving up to 0 days of jury duty. Exempt employees will receive full salary unless they are absent for a full week and perform no work. You should notify your supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. You may be requested to provide written verification from the court clerk of



performance of jury service. If work time remains after any day of jury selection or jury duty, you will be expected to return to work for the remainder of your work schedule.

### **Fees Paid by the Court**

You may retain any mileage allowance or other fee paid by the court for jury services.

## **Military Leave**

Employees who wish to serve in the military and take military leave should contact a Staffing Specialist for information about their rights before and after such leave. You are entitled to reinstatement upon completion of military service, provided you return or apply for reinstatement within the time allowed by law.

## **Military Spouse Leave**

Employees who work more than 20 hours per week and have a spouse in the Armed Forces, National Guard or Reserves who have been deployed during a period of military conflict are eligible for up to 10 unpaid days off when their spouse is on leave from (not returning from) military deployment.

Employees must request this leave in writing to a Staffing Specialist within two business days of receiving official notice that their spouse will be on leave. Employees requesting this leave are required to attach to the leave request written documentation certifying the spouse will be on leave from deployment.

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

Employees who are donors for organ or bone marrow may take time off as follows:

- You must be employed for at least a 90-day period immediately before the beginning of leave.
- You may take up to 30 business days of paid leave, and up to an additional 30 business days of unpaid leave in any one-year period for the purpose of donating an organ to another person. The one-year period is calculated from the date the employee begins their leave.
- You may take up to 5 business days of leave in any one-year period for the purpose of donating bone marrow to another person. The one-year period is calculated from the date the employee's leave begins.
- During the leave for organ/bone marrow donors, All Health Services will continue to provide and pay for any group health plan benefits the employee was enrolled in prior to the leave of absence.
- Leave taken for the purpose of organ or bone marrow donation is not leave for the purpose of family medical leave under the federal Family and Medical Leave Act or the state California Family Rights Act.

Employees who wish to take a leave of absence to donate bone marrow or an organ will be required to provide written verification of the need for leave, including confirmation that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

## New Parent Leave Act (NPLA)

California's New Parent Leave Act (NPLA) provides an employee with up to a maximum of 12 weeks of unpaid NPLA leave within one year of a child's birth, adoption or foster care placement if you meet all of the following eligibility requirements:

- You have been employed with the company for a total of at least 12 months prior to the commencement of leave;
- You have worked at least 1,250 hours during the previous 12-month period before the need for leave; and
- You are employed at a worksite where there are 20 or more employees within a 75-mile radius.

If you are eligible for NPLA leave, you need to be aware of the following important information:

- You have the right to take up to a maximum of 12 weeks of unpaid, job-protected NPLA leave within one year of the child's birth, adoption or foster care placement.
- You are guaranteed employment in the same or comparable position at the end of your NPLA leave.
- Your group health benefits will be maintained during your NPLA leave at the same level and under the same conditions as if you continued to work (not to exceed 12 weeks over the course of a 12-month period for NPLA leave). If you currently contribute to the payment of benefits, you must continue to do so while on leave.
- If you do not return to work after your NPLA leave, you may be required to reimburse the Company for its share of any group health insurance premium paid on your behalf during your NPLA leave – unless your failure to return is due to the continuation, recurrence, or onset of a serious health condition or other circumstances beyond your control.

You can choose to use vacation, sick leave or other accrued paid time off during your NPLA leave. Please advise the HR Manager if you wish to use any of your accrued leave benefits during your NPLA leave.

In addition, you may be eligible for Paid Family Leave (PFL) wage replacement benefits or other forms of wage replacement during your NPLA leave. Contact the HR Manager for more information regarding wage replacement.

If you have any questions about NPLA leave or other benefits, please contact the HR Manager.

## Pregnancy Disability Leave

If you are pregnant, have a related medical condition, or are recovering from childbirth, please review this policy. Any employee planning to take pregnancy disability leave (PDL) should advise the personnel department as early as possible. Please make an appointment with the personnel manager to discuss the following conditions:

- The length of pregnancy disability leave will be determined by the advice of the your physician, but employees disabled by pregnancy may take up to four months of leave per pregnancy (the working

days you normally would work in one-third of a year or 17 1/3 weeks). Part-time employees are entitled to leave on a pro rata basis. The four months of leave includes any period of time for actual disability caused by your pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care, doctor-ordered bed rest, as well as other reasons. Your healthcare provider determines how much time you need for your disability;

- All Health Services will also reasonably accommodate medical needs related to pregnancy, childbirth, or related conditions or temporarily transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy;
- If you need to take PDL, you must inform All Health Services when a leave is expected to begin and how long it will likely last. If the need for a leave, reasonable accommodation, or transfer is foreseeable (such as the expected birth of a child or a planned medical treatment for yourself), you must provide at least 30 days advance notice before the PDL or transfer is to begin. Consult with the personnel manager regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Company. Any such scheduling is subject to the approval of your health care provider;
- For emergencies or events that are unforeseeable, we need you to notify the Company, at least verbally, as soon as practical after you learn of the need for the leave;
- Failure to comply with these notice requirements may result in delay of PDL, reasonable accommodation, or transfer;
- Pregnancy leave usually begins when ordered by your health care provider. You must provide All Health Services with a written certification from a health care provider for need of PDL, reasonable accommodation or transfer. The certification must be returned no later than 15 calendar days after it is requested by the Company. Failure to do so may, in some circumstances, delay PDL, reasonable accommodation or transfer. Please see the personnel department for a medical certification form to give to your health care provider;
- Leave returns will be allowed only when your health care provider sends a release;
- You are allowed to use accrued sick time (if otherwise eligible to take the time) during PDL. You are allowed to use accrued vacation or personal time (if otherwise eligible to take the time) during PDL; and
- Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed. Leave may be taken in increments of 1 hour.

If intermittent leave or leave on a reduced work schedule is medically advisable you may, in some instances, be required to transfer temporarily to an available alternative position that meets your needs. The alternative position does not need to have equivalent job duties, but must have the equivalent rate of pay and benefits, and you must be qualified for the position. The position must better accommodate your leave requirements than your regular job. Transfer to an alternative position can include altering an existing job to better accommodate your need for intermittent leave or a reduced work schedule.

When your health care provider releases you to return to work, from PDL, you will be reinstated to your same position held at the time the leave began or, in certain instances, to a comparable position, if available. There are limited exceptions to this policy. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed.

If you are on PDL, you will be allowed to continue to participate in group health insurance coverage for up to a maximum of four months of disability leave (if such insurance was provided before the leave was taken) at the level and under the conditions that coverage would have been provided if you had continued in employment continuously for the duration of the leave. In some instances, the Company can recover premiums paid to maintain your health coverage if you fail to return from PDL. PDL may impact other benefits or a seniority date. Please contact the personnel department for more information.

## Sick Leave

California provides for mandatory paid sick leave under the Healthy Workplaces, Healthy Families Act (the "Act"). This paid sick leave policy is intended to comply with the requirements of the Act.

You cannot be discriminated or retaliated against for requesting or using accrued paid sick time.

If you have any questions about paid sick leave, please contact the HR Manager.

### Eligible Employees

All employees who have worked in California for the same employer for 30 or more days within a year from the start of their employment will be entitled to paid sick time.

**However, employees are not eligible to take paid sick time until they have worked for the Company for 90-days from their date of hire.**

### Sick Pay Amount

Eligible employees will receive sick leave as follows:

Eligible employees earn sick leave at the rate of one hour of paid sick time for every 30 hours worked

You will need to meet the 90 day employment requirement before taking any leave.

Exempt employees are presumed to work 40 hours per workweek for purposes of sick time accrual. If their normal workweek is less than 40 hours, accrual will be based on their normal workweek.

The Company does not pay employees for unused paid sick leave. Employees who are rehired with one year of separation from employment may be eligible for reinstatement of previously accrued and unused paid sick time.

Employees may earn a maximum of 48 hours paid sick time. After you have reached this maximum amount, no additional paid sick time will be earned until some or all of your accrued paid sick time is used.

The maximum amount of paid sick time you are allowed to use in each 12-month period is three days or 24 hours, regardless of how much paid sick time you have earned.

### Qualifying Reasons for Paid Sick Leave

Paid sick time can be used for the following reasons:

- Diagnosis, care or treatment of an existing health condition for an employee or covered family member, as defined below.
- Preventive care for an employee or an employee's covered family member.
- For certain, specified purposes when the employee is a victim of domestic violence, sexual assault or stalking.

For purposes of paid sick leave, a covered "family member" includes:

- A "child" defined as a biological, foster or adopted child; a stepchild; or a legal ward, regardless of the age or dependency status of the child. A "child" also may be someone for whom you have accepted the duties and responsibilities of raising, even if they are not your legal child.
- A "parent," defined as a biological, foster or adoptive parent; a stepparent; or a legal guardian of an employee or the employee's spouse or registered domestic partner. A parent may also be someone who accepted the duties and responsibilities of raising you when you were a minor child, even if they are not your legal parent.
- A spouse.
- A registered domestic partner.
- A grandparent.
- A grandchild.
- A sibling.

### **Use of Paid Sick Leave**

If the need for paid sick leave is foreseeable, you must provide advance oral or written notification to a Staffing Specialist. If the need for paid sick leave is not foreseeable, provide notice to a Staffing Specialist as soon as practical.

Use of paid sick time may run concurrently with other leaves under local, state or federal law.

Paid sick leave can be used in two hours hour increments.

Paid sick leave is a benefit that also covers absences for work-related illness or injury. Employees who have a work-related illness or injury are covered by workers' compensation insurance. However, workers' compensation benefits usually do not cover absences for medical treatment. When you report a work-related illness or injury, you will be sent for medical treatment, if treatment is necessary. You will be paid your regular wages for the time you spend seeking initial medical treatment.

Any further medical treatment will be under the direction of the health care provider. Any absences from work for follow-up treatment, physical therapy or other prescribed appointments will not be paid as time worked. If you have accrued and unused paid sick leave, you may use paid sick leave to receive pay for these absences.

If you do not have accrued, paid sick leave, or if you have used all of your sick leave, you may choose to substitute vacation/paid time off for further absences from work, related to your illness or injury.

### **School Appearances Involving Suspension**

If you are the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, you should alert your supervisor as soon as possible before leaving work. In agreement with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

## Time Off for Voting

If you do not have sufficient time outside of working hours to vote in an official statewide election, you may take off enough working time to vote, including up to two hours off without loss of pay. This time should be taken at the beginning or the end of the regular working shift, whichever allows for more free time for voting and the least time off work. When possible, an employee requesting time off to vote shall give their supervisor at least two working days' notice.

## Victims of Crime Leave

If you are the victim, or the family member of a victim of certain serious crimes, you may take time off from work to attend judicial proceedings related to the crime or to attend proceedings involving rights of the victim.

If you are the family member of a crime victim, you may be eligible to take this leave if you are the crime victim's spouse, parent, child or sibling. Other family members may also be covered, depending on the purpose of the leave.

The absence from work must be in order to attend judicial proceedings or proceedings involving rights of the victim. Only certain crimes are covered. You must provide reasonable advance notice of your need for leave and documentation related to the proceeding may be required. If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence.

Any absences from work to attend judicial proceedings or proceedings involving victim rights are unpaid, unless you choose to use accrued and unused paid time off.

For more information regarding this leave (including whether you are covered, when and what type of documentation is required and which type of paid time off can be used), please contact a Company representative with day-to-day personnel responsibilities.

## Volunteer Civil Service Personnel

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel. Employees who perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel may also take up to a total of fourteen days unpaid leave time per calendar year to engage in required fire, law enforcement or emergency rescue training. Please alert your supervisor that you may have to take time off for emergency duty or emergency duty training. When taking time off for emergency duty, please alert your supervisor before doing so when possible.

If you are an official volunteer firefighter, reserve peace officer or emergency rescue personnel, please alert your supervisor if you have training. Volunteer firefighters, reserve peace officers and emergency rescue personnel may take up to a total of fourteen days per calendar year to engage in fire, law enforcement or emergency rescue training.

# Benefits

## Lactation Accommodation

All Health Services recognizes lactating employees' rights to request lactation accommodation, and accommodates lactating employees by providing a reasonable amount of break time and a suitable lactation location to any employee who desires to express breast milk for their infant child, subject to any exemption allowed under applicable law.

If possible, the break time should run concurrently with your normally scheduled break time. Any break time to express breast milk that does not run concurrently with your normally scheduled break time is unpaid.

The lactation location will be private (shielded from view and free from intrusion from co-workers and the public) and located close to your work area. The location will be safe, clean and free of toxic or hazardous materials; have a surface to place a breast pump and other personal items; have a place to sit; and have access to electricity or alternative devices (including, but not limited to extension cords or charging stations) needed to operate an electric or battery-powered breast pump. All Health Services will also provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to your workspace. If a refrigerator cannot be provided, All Health Services will provide another cooling device suitable for storing milk, such as an employer-provided cooler. The lactation location will not be a bathroom or restroom. The room or location may include an employee's private office if it otherwise meets the requirements of the lactation space. Multi-purpose rooms may be used as lactation space if they satisfy the requirements for space; however, use of the room for lactation takes priority over other uses for the time it is in use for lactation purposes.

Employees who desire lactation accommodations should contact a Staffing Specialist to request accommodations. An employee's request may be provided orally, by email, or in writing, and need not be submitted on a specific form. We will engage in an interactive process with you to determine when and where lactation breaks will occur. If we cannot provide break time or a location that complies with this policy, we will provide a written response to your request.

All Health Services will not tolerate discrimination or retaliation against employees who exercise their rights to lactation accommodation, including those who request time to express milk at work and/or who lodge a complaint related to the right to lactation accommodation. If you believe you have been denied reasonable break time or adequate space to express milk, or have been otherwise been denied your rights related to lactation accommodation, you have the right to file a complaint with the Labor Commissioner.

## Paid Family Leave

Employees may be eligible for Paid Family Leave (PFL) wage replacement benefits, which are funded through payroll deductions and coordinated through the Employment Development Department (EDD). PFL provides partial pay for up to eight weeks when you need to take leave from work to care for a parent, parent-in-law, child, spouse, registered domestic partner, grandparent, grandchild, or sibling who is seriously ill, or if you want time to bond with your newborn, foster child or newly adopted child. The PFL program does not provide employees with a right to a leave of absence; it is limited to a state-mandated wage replacement benefit.

## Workers' Compensation

All Health Services, in accordance with state law, provides insurance coverage for employees in case of work-related injury. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax free, to replace lost wages; and
- Assistance to help qualified injured employees return to suitable employment.

To ensure that you receive any workers' compensation benefits to which you may be entitled, you need to:

- Immediately report any work-related injury to your supervisor;
- Seek medical treatment and follow-up care if required;
- Complete a written *Employee's Claim for Workers' Compensation Benefits* (DWC Form 1) and return it to the HR Manager; and
- Provide the Company with a certification from your health care provider regarding the need for workers' compensation disability leave, as well as your eventual ability to return to work from the leave.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to their same position held at the time the leave began, or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave.

An employee's return depends on their qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of their job because of a physical or mental disability, the Company's obligations to the employee may include reasonable accommodation, as governed by the Americans with Disabilities Act or the California Fair Employment and Housing Act.

The law requires All Health Services to notify the workers' compensation insurance company of any concerns of false or fraudulent claims.

### **Workers' Compensation and FMLA/CFRA**

Employees who are ill or injured as a result of a work-related incident, and who are eligible for family and medical leave under state and federal law (Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA)), will be placed on FMLA/CFRA during the time they are disabled and not released to return to work. The leave under these laws runs concurrently, and eligible employees will be on FMLA/CFRA for a maximum of 12 weeks in a 12-month period or a rolling 12-month period measured backward from the date an employee uses any family leave.



# Management

## Employee Property

An employee's personal property, including but not limited to lockers, packages, briefcases, purses, messenger bags, and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of All Health Services property, possession of dangerous weapons or firearms, or abuse of the Company's drug and alcohol policy.

## Names and Addresses Policy

All Health Services is required by law to keep current all employees' names and addresses. You are responsible for notifying the Company in the event of a name or address change.

## Personnel Records

You have a right to inspect or receive a copy of the personnel records that All Health Services maintains relating to your performance or to any grievance concerning you. Certain documents may be excluded or redacted from your personnel file by law, and there are legal limitations on the number of requests that can be made.

Any request to inspect or copy personnel records must be made in writing to the HR Manager. You can obtain a form for making such a written request from the HR Manager.

You may designate a representative to conduct the inspection of the records or receive a copy of the records. However, any designated representative must be authorized by you in writing to inspect or receive a copy of the records. All Health Services may take reasonable steps to verify the identity of any representative you have designated in writing to inspect or receive a copy of your personnel records.

The personnel records may be made available to you either at the place where you work or at a mutually agreeable location (with no loss of compensation for going to that location to inspect or copy the records). The records will be made available no later than 30 calendar days from the date All Health Services receives your written request to inspect or copy your personnel records (unless you/your representative and All Health Services mutually agree in writing to a date beyond 30 calendar days but no later than 35 calendar days from receipt of the written request).

If you request a copy of the contents of your file, you will be charged the actual cost of copying.

Disclosure of personnel information to outside sources, other than your designated representative, will be limited. However, All Health Services will cooperate with request from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

# Company Property

## Electronic and Social Media

This policy is intended to protect the Company's computer systems and electronic information.

For purposes of these policies, the following definitions apply: "Computers" are defined as desktop computers, laptops, handheld devices (including but not limited to iPhones, smart phones, iPads, and other electronic tablets and cell phones), computer software/hardware and servers, and .

All Health Services also uses various forms of "electronic communication." "Electronic communications" includes e-mail, text messages, telephones, cell phones and other handheld devices (such as cell phones, smart phones, writing tablets or iPads), fax machines, and online services including the Internet.

"Electronic information" is any information created by an employee using computers or any means of electronic communication, including but not limited to, data, messages, multimedia data, and files.

The following general policies apply:

- Computers and all data transmitted through All Health Services servers are Company property owned by the Company for the purpose of conducting Company business. These items must be maintained according to All Health Services rules and regulations. Computers must be kept clean and employees must exercise care to prevent loss and damage. Prior authorization must be obtained before any Company property may be removed from the premises.
- All electronic communications also remain the sole property of All Health Services and are to be used for Company business. For example, email messages are considered Company records.
- Electronic information created by an employee using any computer or any means of electronic communication is also the property of All Health Services and remains the property of All Health Services.
- Information stored in All Health Services computers and file servers, including without limitation customer lists, recruitment lists, vendor lists, employee lists, other company data is the property of the Company and may not be distributed outside the Company in any form whatsoever without the written permission of the Company President.
- Violation of any of the provisions of this policy, whether intentional or not, will subject All Health Services employees to disciplinary action, up to and including termination.

## Monitoring of Company Property

All Health Services reserves the right to inspect all Company property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. All Health Services computers and all electronic communications and electronic information are subject to monitoring and no one should expect privacy regarding such use. The Company reserves the right to access, review and monitor electronic files, information, messages, text messages, e-mail, Internet history, browser-based webmail systems and other digital archives and to access, review and monitor the use of computers, software, and electronic communications to ensure that no misuse or violation of Company policy or any law occurs. E-mail may be monitored by the Company and there is no

expectation of privacy. Assume that e-mail may be accessed, forwarded, read or heard by someone other than the intended recipient, even if marked as "private."

Employee passwords may be used for purposes of security but the use of a password does not affect the Company's ownership of the electronic information or ability to monitor the information. The Company may override an employee's password for any reason.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by All Health Services management.

### **Prohibited Use**

All existing Company policies apply to employee use of computers, electronic communications, electronic information, and the Internet. This includes policies that deal with misuse of Company assets or resources. It is a violation of All Health Services policy to use computers, electronic communications, electronic information, or the Internet, in a manner that: is discriminatory harassing or obscene; constitutes copyright or trademark infringement; violates software licensing rules; is illegal; or is against All Health Services policy. It is also a violation of policy to use computers, electronic communications, electronic information, or the Internet to communicate confidential or sensitive information or trade secrets.

The display of any kind of sexually explicit multimedia content, message, or document on any Company computer is a violation of the Company's policy against sexual harassment. This description of prohibited usage is not exhaustive and it is within the discretion of All Health Services to determine if there has been a violation of this policy. Employees that engage in prohibited use will be subject to discipline and/or immediate termination.

This policy is not intended to limit the ability of employees to discuss with other employees the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors, or staffing.

# Employee Conduct

## Conducting Personal Business

Employees are to conduct only All Health Services business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours.

## Confidential Information

**Each employee is responsible for safeguarding the confidential information obtained during employment.**

In the course of your work, you may have access to trade secrets or similarly protected proprietary or confidential information regarding All Health Services' business (such as financial data, research and development, marketing, business plans or strategies, suppliers, business partners or customers). You have a responsibility to prevent revealing or divulging any such information unless it is necessary for you to do so in the performance of your duties or as required by law.

Access to, or disclosure of, confidential information should be on a "need-to-know" basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated and legal action may be taken by the Company.

This policy does not prohibit employees from confidentially disclosing trade secret, proprietary or confidential information to federal, state and local government officials, or to an attorney, when done to report or investigate a suspected violation of the law. Employees may also disclose the information in certain court proceedings if specific procedures to protect the information are followed. Nothing in this policy is intended to conflict with 18 U.S.C. sec. 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. sec. 1833(b).

## Conflicts of Interest

All employees must avoid situations involving actual conflict of interest. Personal or romantic involvement with a competitor, supplier, or subordinate employee of All Health Services, which impairs an employee's ability to exercise good judgment on behalf of the Company, can create an actual conflict of interest. Supervisor-subordinate romantic or personal relationships also can lead to supervisory problems, possible claims of sexual harassment, and morale problems.

An employee involved in any of the types of relationships or situations described in this policy should immediately and fully disclose the relevant circumstances to their immediate supervisor, or any other appropriate supervisor, for a determination about whether an actual conflict exists. If an actual conflict is determined, All Health Services may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

## Drug and Alcohol Abuse

All Health Services is concerned about the use of alcohol, marijuana, illegal drugs or controlled substances as it affects the workplace. Use of these substances, whether on or off the job can detract from an employee's work performance, efficiency, safety, and health, and seriously impair Company operations. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the Company to the risks of property loss or damage, or injury to other persons.

The following rules and standards of conduct apply to all employees while on Company property, at work, or working on Company business. The following are strictly prohibited by Company policy:

- Being under the influence of, or impaired by, an illegal or controlled substance, alcohol or marijuana while on the job.
- Using or possessing illegal or controlled substances, alcohol or marijuana while on the job (including the illegal use of prescription drugs and possessing drug paraphernalia)
- Distributing, selling, or purchasing of an illegal or controlled substance, alcohol or marijuana while on the job.

Violation of these rules and standards of conduct will not be tolerated. All Health Services also may bring the matter to the attention of appropriate law enforcement authorities.

In order to enforce this policy, All Health Services reserves the right to conduct searches of Company property or employees and/or their personal property, and to implement other measures necessary to deter and detect abuse of this policy.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off Company property will not be tolerated because such conduct, even though off duty, reflects adversely on All Health Services. In addition, the Company must keep people who sell or possess controlled substances off Company premises in order to keep the controlled substances themselves off the premises.

All Health Services will encourage and reasonably accommodate employees with alcohol, marijuana or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. The Company is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug, alcohol or marijuana use. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be reemployed or be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect the Company's treatment of employees who violate the regulations described previously. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

## News Media Contacts

Employees may be approached for interviews or comments by the news media. Only contact people designated by the Any Corporate Officer may comment to news reporters on All Health Services policy or events relevant to All Health Services.

This policy does not limit your right to discuss the terms and conditions of his or her employment, or to try and improve these conditions.

## Off-Duty Conduct

While All Health Services does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the Company's legitimate business interests.

Off-duty conduct by an employee that directly conflicts with the Company's essential business interests and disrupts business operations will not be tolerated.

## Other Employment

While employed by All Health Services, employees are expected to devote their energies to their jobs with the Company.

Employment that directly conflicts with the Company's essential business interests and disrupts business operations is strictly prohibited.

If you wish to engage in additional employment that may create a real conflict of interest, you must submit a written request to All Health Services explaining the details of the additional employment. If the additional employment is authorized, All Health Services assumes no responsibility for it. All Health Services shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

## Prohibited Use of Company Cell Phone While Driving

In the interest of the safety of our employees and other drivers and pedestrians on the road, All Health Services employees are prohibited from using cell phones (including all smart phones) or other wireless communication devices (including laptops and tablets) while driving on Company business and/or Company time. This prohibition includes any use of the cell phone or other wireless communications device, such as answering or placing calls, engaging in conversations, texting, Web browsing or using any smart phone application while driving.

If your job requires that you keep your cell phone or other wireless communication device turned on while you are driving, you must use a hands-free, voice-operated device at all times. Under no circumstances should employees place phone calls while operating a motor vehicle while driving on Company business and/or Company time. Violating this policy is a violation of law and a violation of Company rules.

A person under the age of 18 years is prohibited from driving a motor vehicle while using a wireless telephone, even if equipped with a hands-free device, or while using a mobile service device. The prohibition would not apply to such a person using a wireless telephone or a mobile service device for emergency purposes. Violating this policy is a violation of law and a violation of Company rules.

Writing, sending, or reading text-based communication - including text messaging, instant messaging, e-mail, web browsing and use of smart phone applications - on a wireless device or cell phone while driving is also prohibited under this policy. Violating this policy is a violation of law and a violation of Company rules.

You must also safely pull off the road before conducting Company business.

## Wages

### Advances

All Health Services does not permit advances against paychecks or against unaccrued vacation.

### Timekeeping Requirements

All nonexempt employees are required to use a Time Sheet to record time worked for payroll purposes. All time worked must be accurately reported on your time record.

You must record your own time at the start and at the end of each work period. You must clock out for your meal period and record the start and end of the meal period.

You are not allowed to work "off the clock." Working off the clock violates company policy. Any work performed before or after a regularly scheduled shift must be approved in advance by your supervisor. If you perform any off-the-clock work, please report the work to your supervisor.

You also must record your time whenever you leave the building for any reason other than All Health Services business.

You will be required to certify that your time record is accurate.

Any handwritten marks or changes on the timecard must be initialed by a supervisor. Punching another employee's timecard, allowing another employee to punch your timecard, or altering a timecard is not permissible and is subject to disciplinary action.

Any errors on your timecard should be reported immediately to your supervisor.

Please also refer to All Health Services' Meal and Rest Break Policy.

# Safety and Health

## Employees Who Are Required to Drive

Employees whose job duties require them to drive a Company vehicle or their own vehicles for Company business will be required to show proof of current valid driving licenses and proof of insurability under the Company's policy or current effective insurance coverage before the first day of employment.

All Health Services participates in a system that regularly checks state Department of Motor Vehicles (DMV) records of all employees who are required to drive as part of their job.

If an employee is required to drive as part of their job, All Health Services retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is suspended or revoked, or who fails to maintain personal automobile insurance coverage or who is uninsurable under the Company's policy.

Employees who drive their own vehicles on Company business will be reimbursed at the rate of IRS Standard Mileage Rate per mile.

## Ergonomics

All Health Services is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. The Company will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. The Company encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines.

All Health Services believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being, and is essential to our business. We intend to provide appropriate resources to create a risk-free environment. If you have any questions about ergonomics, please contact the HR Manager.

## Health and Safety

All employees are responsible for their own safety, as well as that of others in the workplace. To help us maintain a safe workplace, everyone must be safety-conscious at all times. Report all work-related injuries or illnesses immediately to your supervisor or to the human resources department. In compliance with California law, and to promote the concept of a safe workplace, All Health Services maintains an Injury and Illness Prevention Program. The Injury and Illness Prevention Program is available for review by employees and/or employee representatives in the general manager's office.

In compliance with Proposition 65, All Health Services will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.



## Recreational Activities and Programs

All Health Services or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

## Workplace Violence

All Health Services has adopted the following workplace violence policy to ensure a safe working environment for all employees.

The Company has zero tolerance for acts of violence and threats of violence. Without exception, acts and threats of violence are not permitted. All such acts and threats, even those made in apparent jest, will be taken seriously, and will lead to discipline up to and including termination.

Possession of non-work related weapons on Company premises and at Company-sponsored events shall constitute a threat of violence.

It is every employee's responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, you are expected and encouraged to report any incident which may be threatening to you or your co-workers or any event which you reasonably believe is threatening or violent.

You may report an incident to any supervisor or manager.

A threat includes, but is not limited to, any indication of intent to harm a person or damage Company property. Threats may be direct or indirect, and they may be communicated verbally or nonverbally. The following are examples of threats and acts that shall be considered violent - this list is in no way all-inclusive:

<b>Example</b>	<b>Type of Threat</b>
Saying, "Do you want to see your next birthday?"	Indirect
Writing, "Employees who kill their supervisors have the right idea."	Indirect
Saying, "I'm going to punch your lights out."	Direct
Making a hitting motion or obscene gesture	Nonverbal
Displaying weapons	Extreme
Stalking or otherwise forcing undue attention on someone, whether romantic or hostile	Extreme
Taking actions likely to cause bodily harm or property damage	Acts of violence

The Company's workplace violence program is described in detail in the Company's Illness and Injury Prevention Program (IIPP).

# Termination

## Voluntary Resignation

Voluntary resignation results when an employee voluntarily quits their employment at All Health Services, or fails to report to work for three consecutively scheduled workdays without notice to, or approval by, their supervisor (unless the absence is protected by law). All Company-owned property, including vehicles, keys, uniforms, identification badges, and credit cards, must be returned immediately upon termination of employment.

# Confirmation of Receipt

## Confirmation of Receipt

I have received my copy of All Health Services' Employee Handbook Version 201101. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the handbook.

I understand and agree that nothing in the employee handbook creates or is intended to create a promise or representation of continued employment and that employment at All Health Services is employment at-will; employment may be terminated at the will of either the Company or myself. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between All Health Services and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with All Health Services.

I have received my copy of the Company's Harassment, Discrimination and Retaliation Prevention policy. I understand and agree that it is my responsibility to read and familiarize myself with this policy.

I understand that the Company is committed to providing a work environment that is free from harassment, discrimination and retaliation. My signature certifies that I understand that I must conform to and abide by the rules and requirements described in this policy.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the Company. All Health Services reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the president of All Health Services, no manager, supervisor, or representative of the Company has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the president has the authority to make any such agreement and then only in writing, signed by the Company president.

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

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

### Please print, sign, do the following ASAP:

- Option 1: Take a picture with your phone or mobile device, and e-mail it to [documents@allhs.net](mailto:documents@allhs.net)
- Option 2: Upload a picture from any device at [www.allhs.net/upload-documents](http://www.allhs.net/upload-documents)
- Option 3: Fax it to 559-415-6973