

# Vista Complete Care, Inc.



## EMPLOYEE HANDBOOK

January 2022

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## **INTRODUCTION**

Welcome to Vista Complete Care! We are excited to have you on our team.

### **PRACTICE PHILOSOPHY**

Vista Complete Care upholds a rigorous set of Core Value to push our Mission forward. We believe in our practice, our employees, and in providing quality care to our community. We take great pride in the integrity, collaboration, and empathy embedded within the fundamental beliefs and practices we implore.

### **AT-WILL EMPLOYMENT**

Employment at Vista Complete Care is employment at-will. While we hope our employment relationship will be a satisfying and mutually beneficial one, nothing in this Employee Handbook creates, or is intended to create, a promise or representation of continued employment for any employee. Employment at-will may be terminated at the will of either the employer or the employee. Employment and compensation may be terminated with or without cause and with or without notice at any time by you or Vista Complete Care.

### **EMPLOYEE RESPONSIBILITY**

It is the responsibility of each employee to learn and abide by all Core Values while adhering to policies contained in this Handbook. If you are unclear on any policy, ask the Administrative Office Manager. Failure to follow any of the Practice's policies will result in disciplinary action, up to and including termination.

### **PRACTICE RESPONSIBILITY**

This Employee Handbook contains information about the employment policies and practices of Vista Complete Care, Inc. in effect at the time of publication. Except for employment at-will status and arbitration agreement, Vista Complete Care reserves the right to change, in its sole discretion, all such policies and practices and the hours, wages, working conditions, job assignments, positions, titles, compensation rates and benefits for any employee in order to uphold our Core Values and Mission. Other than the Owner of Vista Complete Care, no manager, supervisor or representative of the Practice has any authority to enter into any agreement for employment for any specified period of time or to make any agreement for employment other than at-will. Only the Owner has the authority to make any such agreement, and then only in writing signed by the Owner and the employee expressly making this change.

The policies set forth in this Handbook replace any and all previous policy statements, whether written or oral, which differ from or are inconsistent with the policies expressed in this Handbook. Such prior policies shall have no force or effect after the effective date of this Handbook.

## **POLICIES & PRACTICES**

### **EQUAL EMPLOYMENT OPPORTUNITIES**

It is the policy of Vista Complete Care to make all employment decisions without regard to an individual's race (or characteristics associated with race, including protected hairstyles), religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, registered domestic partner status or any other basis made unlawful by applicable law. Vista Complete Care is an equal opportunity employer and strictly prohibits unlawful discrimination by any employee, including managers, supervisors, and coworkers. This policy pertains to all aspects of our employment terms and conditions including, but not limited to, recruitment, hiring, training, promotion, termination, compensation, and benefits.

The Practice will make reasonable accommodations for known physical or mental disabilities or medical conditions of qualified applicants or employees. A qualified applicant or employee who may require an accommodation in order to perform the essential functions of the job should notify the Administrative Office Manager. The Practice will engage in a timely, good faith, interactive process with the applicant or employee to determine the need for a reasonable accommodation. If a reasonable accommodation exists and will not impose an undue hardship on the Practice, an accommodation will be made.

If you believe you have been subjected to unlawful discrimination, please follow the complaint procedure outlined in this Handbook below.

### **PROHIBITED HARASSMENT**

Vista Complete Care maintains a strict policy prohibiting harassment because of an individual's race (or characteristics associated with race, including protected hairstyles), religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, registered domestic partner status or any other basis made unlawful by applicable law. Harassment 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 is also prohibited. This policy applies to all persons involved in the operations of Vista Complete Care and prohibits such harassment by any employee of the Practice, including managers, supervisors, and coworkers. The policy is also in place to protect employees from prohibited harassment by third parties. It also prohibits employees from engaging in prohibited harassment against third parties. Prohibited harassment may have occurred even if you have not lost a job or some other economic benefit. However, only harassment that unreasonably interferes with your work performance or creates an intimidating, hostile or offensive work environment is unlawful. Prohibited harassment will not be tolerated, whether or not it rises to the level of unlawful conduct. Conduct that is prohibited under this policy includes, but is not limited to:

- Verbal conduct such as epithets, derogatory comments, slurs or unwanted sexual advances, invitations, or comments.

- Visual conduct such as derogatory posters, photography, cartoons, drawings, emails, internet sites or gestures.
- Physical conduct such as unwanted touching, blocking normal movement or interfering with work directed at you because of your sex or any other prohibited basis.
- Threats and demands to submit to sexual requests in order to keep your job or avoid some other loss and offers of job benefits in return for sexual favors.
- Other threats and demands based upon any other prohibited basis.
- Retaliation for opposing, reporting, or threatening to report prohibited harassment or for participating in an investigation, proceeding, or hearing conducted by the Equal Employment Opportunity Commission or any state fair employment agency.
- Sexually harassing conduct need not be motivated by sexual desire.

You have a right to have your concerns and complaints about prohibited harassment addressed. If you believe you are being harassed on the job because of your race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, registered domestic partner status or any other basis protected by applicable law, please follow the complaint procedure outlined in this Handbook below. Employees must report conduct prohibited by this policy whether or not they are personally involved.

## **PROHIBITED RETALIATION/WHISTLEBLOWER PROTECTION**

Vista Complete Care prohibits retaliation against any employee because of (1) the employee's opposition to a practice or conduct the employee reasonably believes to be unlawful; (2) the employee's lawfully protected participation in an investigation or proceeding; (3) the employee's request for an accommodation for a disability (4) the employee's request for a religious accommodation; or (5) any other activity of the employee that is protected by law. Vista Complete Care also prohibits retaliation against an employee because the employee is a family member of a person who has made a wage claim or engaged in other activities protected under the California Labor Code. Any retaliatory adverse action because of such opposition, participation, request, activity, or familial relationship may be unlawful and will not be tolerated.

If you believe you have been subjected to retaliation, please follow the complaint procedure outlined in this Handbook below.

## **COMPLAINT PROCEDURE – DISCRIMINATION, HARASSMENT & RETALIATION**

Vista Complete Care encourages you to report all incidents you believe violate the Practice's policies against discrimination, harassment, or retaliation whether you feel they are directed at you or another person. You should provide a complaint, preferably in writing, to your own or any other Practice supervisor or the Administrative Office Manager as soon as possible after the incident or incidents you believe violate Practice policy. Your complaint should include the details of the incident or



incidents, the names of the individuals involved and the names of any witnesses. Your complaint will be kept as confidential as possible, but no complaint can be kept completely confidential.

Supervisors must promptly refer all complaints to the Administrative Office Manager. An appropriate person will be designated to undertake a prompt and impartial investigation of the complaint and document the findings. When the investigation is complete, a determination regarding the complaint will be made and communicated to you as soon as practical. Because of the seriousness of a complaint of prohibited discrimination, harassment or retaliation, no employee should knowingly make or knowingly participate in making a false complaint and employees are required to cooperate with the investigatory process when called upon.

If the Practice determines that a violation of policy has occurred, Vista Complete Care will take remedial action commensurate with the severity of the offense. Action will also be taken to deter any future violations of Practice policy and ensure a work environment free from unlawful discrimination, harassment, and retaliation. You will be kept apprised of such measures taken by the Practice. Vista Complete Care will not retaliate against you for making a complaint and will not knowingly permit retaliation by anyone.

Complaints of unlawful discrimination, harassment and/or retaliation can be filed with the California Department of Fair Employment and Housing (DFEH) and/or the federal Equal Employment Opportunity Commission (EEOC). These agencies may accept, investigate, prosecute, and remedy complaints. The telephone numbers for the nearest agency office are listed in the telephone book and online directories. The agencies' websites are [www.dfeh.ca.gov](http://www.dfeh.ca.gov) and [www.eeoc.gov](http://www.eeoc.gov).

## **OPEN DOOR POLICY**

At some time or another, you may have a suggestion, complaint or question about the Practice, your job, working conditions or the treatment you or others are receiving. We welcome your suggestions, complaints, or questions. For issues other than prohibited harassment, discrimination, or retaliation, we ask that you take your concerns first to your supervisor, who will investigate and provide a solution or explanation. If the problem is still not resolved, you may present it to the Administrative Office Manager, preferably in writing, who will address your concerns. The Owner of Vista Complete Care, as with all management, maintains an open-door policy and encourages employees to approach them on any matters pertaining to employment at Vista Complete Care.

Vista Complete Care takes all employee concerns seriously and attempts to resolve them as soon as possible to everyone's satisfaction.

## EMPLOYMENT CLASSIFICATIONS

The employment classifications listed below do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at any time is retained by both the employee and employer. Employees at Vista Complete Care are classified by the Practice as follows:

Regular Full-Time Employees: Full-time employees are employees who are normally scheduled to work 30 or more hours per week.

Regular Part-Time Employees: Part-time employees are employees who are normally scheduled to work fewer than 30 hours per week.

Per Diem Employees: Per diem employees are employees who are employed by the Practice for a specific project or to cover peak workload fluctuations. Per diem employees are not eligible for benefits other than those mandated by law.

Inactive Status Employees: Employees placed on inactive status due to a leave of absence or work-related injury may not continue to accrue benefits or seniority unless otherwise mandated by law.

In addition to the above classifications, each employee will belong to one other employment category:

Exempt Employees: Exempt employees are employees whose job assignments meet the federal and/or state requirements for overtime exemption. Exempt employees are compensated on a salary basis and are not eligible for overtime pay.

Nonexempt Employees: Nonexempt employees are employees subject to federal and/or state overtime regulations and will be compensated for overtime hours worked in accordance with the law. Nonexempt employees must comply with the Practice's policies regarding overtime and may never work "off-the-clock."

Individuals working through an employment agency (leased employees, etc.) and those working as independent contractors are not considered "regular" employees of the Practice and are not entitled to any employment benefits provided by the Practice. If you have any question about your classification, you should check with the Administrative Office Manager.

## PERFORMANCE EVALUATIONS

Performance evaluations will be conducted periodically. The first evaluation is conducted at or near the end of the first 90 days of employment. Thereafter, evaluations are generally conducted on an annual basis. Evaluations may also be conducted in relation to job changes, transfers, etc. The purpose of evaluations is to let you know how well you are performing and whether you have any performance problems. Performance evaluations can be verbal or written, formal or informal. How you are rated on these evaluations in no way changes the at-will employment relationship.

You will have the opportunity to submit your own comments for any and all performance evaluations submitted by your supervisor. Your comments must be submitted in writing to your supervisor or to the Administrative Office Manager.

## **PERSONNEL RECORDS**

The information recorded in your personnel file is extremely important to you and to Vista Complete Care. It is your responsibility to make sure that the personal data in the file is accurate and up to date. Report any change of address, phone number, emergency contact information, etc. to the Administrative Office Manager in writing immediately. You may add to the file your version of any disputed item in your personnel file.

You have a right to inspect and/or receive copies of certain personnel and payroll records, as provided by law. You also have a right to receive copies of documents that you have signed related to obtaining or holding your job.

In order to inspect and/or receive a copy of your records, you or a representative authorized in writing by you, must submit to the Administrative Office Manager a written request identifying the date the request is being made and designating the records that you want to review and/or receive copies of; an oral request is adequate when requesting payroll records only. Alternatively, you may request from the Administrative Office Manager an employer-provided form to fill out and return to the Administrative Office Manager.

The requested inspection and/or copies will be made available at a mutually convenient time no more than 21 days from the date that the Practice receives the request from you or the authorized representative. The time you spend inspecting the records is considered non-work time. If copies are requested, you may be required to pay for the actual cost of reproduction.

## **WORKING HOURS**

Normal working hours at Vista Complete Care are Monday through Friday 7:30 am to 6:30 pm and your supervisor will assign your work schedule. Employees are expected to adhere to their assigned work schedule. Your work schedule may be changed for such reasons as to better serve our patients, fluctuations in workload or the reorganization of your team's responsibilities. Changes to your work schedule should not and will not interfere with the laws governing meal and rest periods.

## **ALTERNATIVE WORKWEEK**

Vista Complete Care has implemented an approved alternative work schedule and may allow for certain employees to work an alternative workweek. Employees should contact the Administrative Office Manager for further information.

## **OVERTIME**

The Practice provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law. For overtime pay calculation purposes for nonexempt employees, the workweek at the Practice begins Monday at 12:00:01 am and ends the following Sunday at midnight. The workday begins at 12:00:01 am and ends at midnight. Your supervisor will notify you when overtime work is required. Prior authorization from your supervisor must be obtained before working any overtime.

## **DAY OF REST**

Supervisors may not require any employee to work more than 6 days in each workweek without prior approval from the Administrative Office Manager. Nonexempt employees may request to work a seventh day in the workweek in order to pick up extra hours when available. Employees must submit their request in writing to their supervisor for approval. All such requests should be forwarded to the Administrative Office Manager.

## **PUNCTUALITY AND ATTENDANCE**

Each employee plays a vital role in the success of our operations. Regular and predictable attendance and punctuality is an essential function of your position. Therefore, you are expected to be at work on time each day and to adhere to your work schedule. More than 10 minutes early requires approval by management. More than 10 minutes late to your schedule start time is considered tardy. If you must leave work early, you are required to personally contact your supervisor and obtain permission. Each shift is expected to begin promptly.

If you are going to be late or absent from work for any reason, you must personally notify your supervisor as far in advance of your scheduled start time as possible, but no less than one hour prior to the beginning of your shift, so that arrangements can be made to handle your work during your absence. If you cannot provide advance notice, you are expected to notify your supervisor as soon as possible and explain the circumstances. You must call your supervisor on each day you will be absent from work unless you are on an approved leave of absence. If requested, you must provide written verification of the reason for your absence unless the law exempts verification. Any absence or tardy that is specifically excused by law will not be counted against your attendance record.

Not adhering to the aforementioned standards is inexcusable.

While the Practice understands you may need to be absent from work for a variety of legitimate reasons, absenteeism, and tardiness, even for good reasons, burdens your fellow employees and hinders our operations. For that reason, excessive absenteeism and tardiness will not be tolerated, whether excused or unexcused.

More than ten (10) instances of excused tardiness or absenteeism for nonexempt employee during any twelve-month period are considered excessive. Any more than three (3) instances of unexcused absences or tardiness is considered excessive. Any absence or tardy that is excused by law will not be counted against your attendance record.

If you fail to report for work without contacting your supervisor and the absence continues for a period of two (2) business days, the Practice will consider that you have abandoned your job and voluntarily resigned your employment.

## **REMOTE WORK**

Vista Complete Care considers working remotely to be a viable work option for certain employees. The Company retains sole discretion to determine which positions and/or employees are eligible for participation in a remote work arrangement. Management will consider a variety of factors including specific job requirements, unique requirements based on customer-needs, an employee's ability to work independently and efficiently, any business need that might require an employee to be onsite,

and the reason for the request. Employees who work remotely will be required to enter into a Remote Work Agreement. Please contact the Administrative Office Manager if you would like to discuss your eligibility for remote work.

## TIME RECORDS

Time records must be accurately completed within the Practice's timekeeping system by nonexempt employees. Each time record must show the exact time worked, the meal periods taken and your signature. All hours must be recorded. Working "off-the-clock" is strictly prohibited. Absences and overtime must be accurately identified on your time record. Signing your time record certifies that you have accurately recorded all hours of work that you performed and that you received all your meal periods, rest periods and recovery periods consistent with our policy and applicable law, unless otherwise noted on your time record.

You must clock in and out on designated computer devices throughout the facility. At no time may you clock in or out on an outside device.

You cannot record time and/or submit a time record for another employee or allow another employee to record or submit your time record. You must sign and submit your own time record.

Exempt employees must report all full day absences away from work and any partial day absences in accordance with applicable time off benefit policies as stated in this handbook. Deductions from an exempt employee's salary will be made only in accordance with applicable law.

You should immediately contact the Administrative Office Manager with any questions concerning your pay so that inadvertent errors can be corrected.

## MEAL PERIODS

The Practice provides all nonexempt employees with duty-free, uninterrupted meal periods in accordance with the law. Your supervisor may schedule your meal period but in the event your supervisor is absent, you are responsible for taking your meal period within the required timeframe.

You must start the meal period before the end of the fifth hour of work. This means no employee shall work for more than 4 hours and 59 minutes without an opportunity to take an unpaid meal period of at least thirty (30) minutes (see table below for an example). In order to ensure that you have the opportunity to take your meal period within the required timeframe, the first meal period must be scheduled no later than 4 hours and 45 minutes after the start of the workday. The purpose of this is to create a buffer in case you are prevented from leaving your work immediately at the planned time.

For example, if your day begins at 7:30 am, your first meal period should be scheduled to begin at 12:15 pm but must always begin before (not at) 12:30 pm:

HOURLY OF WORK	CLOCK
1 <sup>ST</sup>	7:30 - 8:29
2 <sup>ND</sup>	8:30 - 9:29
3 <sup>RD</sup>	9:30 - 10:29
4 <sup>TH</sup>	10:30 - 11:29

<b>5<sup>TH</sup></b>	<b>11:30 - 12:29</b>
6 <sup>TH</sup>	12:30 - 1:29
7 <sup>TH</sup>	1:30 - 2:29
8 <sup>TH</sup>	2:30 - 3:29
9 <sup>TH</sup>	3:30 - 4:29
<b>10<sup>TH</sup></b>	<b>4:30 - 5:29</b>

The Practice prohibits employees from performing any work on behalf of the Practice during their meal period and employees may leave the premises. The Practice prohibits management or other employees from interrupting an employee who is on a meal period.

If your workday will be completed within a total of six hours, you may waive the meal period with prior written approval from your immediate supervisor or the Administrative Office Manager. If an employee's workday is greater than six hours the first meal period cannot be waived.

Nonexempt employees who work more than ten hours in a day are provided with a second duty-free, uninterrupted 30-minute unpaid meal period. No employee shall work for more than 9 hours and 59 minutes without an opportunity to take an unpaid meal period of at least thirty (30) minutes. In order to ensure that you have the opportunity to take your second meal period within the required timeframe, the second meal period must be scheduled no later than 9 hours and 45 minutes after the start of the workday. The purpose of this requirement is to create a buffer in case you are prevented from leaving your work immediately at the planned time.

If your workday exceeds ten hours of work time, you may waive the second meal period only if you have taken the required first duty-free, uninterrupted 30-minute unpaid meal period and your workday will not exceed 12 hours. To waive the second meal period, you must receive prior written approval from your immediate supervisor or the Administrative Office Manager.

Nonexempt employees must observe assigned working hours, the time allowed for meal periods and report any missed meal period each day. For each instance where an uninterrupted meal period is not provided employees are required to explain on their time record why they did not take a meal period. Please also cross-reference the Time Records section of this Handbook.

## **REST PERIODS**

Nonexempt employees are entitled to take the following paid rest periods:

- No rest period for shifts under 3.5 hours
- 10-minutes for shifts from 3.5 to 6 hours in length
- A second 10-minute rest period for shifts 6 to 10 hours in length
- A third 10-minute rest period for shifts 10 to 14 hours in length

Your supervisor may schedule your rest periods and whenever practical rest periods should be taken in the middle of your work period. As a general rule in an eight-hour shift, an employee's first 10-minute rest period should be taken before the first meal period and an employee's second 10-minute rest period should be taken after the first meal period. Shorter or longer shifts and other factors that make such scheduling impracticable or infeasible may alter this general rule.

Rest periods are paid work time; they cannot be waived by the employee in order to shorten the workday or used towards additional time off. Rest periods cannot be combined with an employee's meal period. Do not take more than 10 minutes for each rest period provided under this policy.

Both the conference room and/or break room are appropriate on-site locations for breaks. If you are leaving the perimeter of the building (i.e. driving to the store or gas station) you must get prior approval and you must clock-out due to liability reasons.

Nonexempt employees must observe assigned working hours, including the time allowed for rest periods and report any missed rest period. For each instance where an uninterrupted rest period is not provided employees are required to explain on their time record why they did not take their rest period.

## **LACTATION ACCOMMODATION/BREAK**

Employees desiring to express breast milk for the employee's infant child may request a lactation accommodation by notifying the Administrative Office Manager in writing of the need for accommodation. Unless the Practice provides the employee with a written response stating the reasons why the lactation accommodation cannot be provided due to an undue hardship, the employee will be provided a reasonable amount of time and a safe and clean secluded area in close proximity to the employee's work area so that this may be done in private. The location shall be clean and sanitary, and shall provide seating, a surface area to place necessary equipment and personal items, and access to an appropriate power source as needed to operate a breast pump. Access to a sink and running water, and a suitable cooling device will also be provided in close proximity.

Ask the Administrative Office Manager for information about lactation accommodation. This time shall coincide with the employee's regularly scheduled rest and meal periods to the extent possible. If a lactation break is taken outside of or extends beyond a paid rest period or unpaid meal period, a nonexempt employee must record the additional time on the timesheet as unpaid time. Vista Complete Care encourages you to report all incidents you believe violate your rights under the Practice lactation accommodation policy to the Administrative Office Manager. Complaints may also be filed with California's Labor Commissioner.

## **PAYDAYS**

Paydays at Vista Complete Care are semi-monthly on the 10th and the 25th of the month. Direct deposit slips or checks are generally available after 12:00 pm and will be distributed by the Administrative Office Manager or a designee. If a normally scheduled payday falls on a weekend or holiday, paychecks will be distributed the preceding day whenever possible, but no later than the following business day. There are two pay periods per month. The first Pay Period is paid out on the 25<sup>th</sup> of each month for dates worked from the 1<sup>st</sup> to the 15<sup>th</sup>. The second Pay Period is paid on the 10<sup>th</sup> of each month for dates worked on the 16<sup>th</sup> through the end of the month.

A written, signed authorization is required for mail delivery or for delivery of your paycheck to any other person. If you have direct deposit for your paycheck, your funds will be deposited in the account you have identified at the financial institution you requested by the end of business on the scheduled payday.

If a garnishing wage order is received by Vista Complete Care for one of our employees, we are obligated by law to comply with the demand. The affected employee will receive notice from the Administrative Office Manager as soon as possible.

### **CALL-IN PAY**

Vista Complete Care will pay a minimum of two hours or the actual hours worked (whichever is greater) to any nonexempt employee who is required to report to duty on an unscheduled day.

### **REPORTING TIME PAY**

Nonexempt employees who report to work as scheduled but are unable to work because no work is available will be paid for at least half of their scheduled hours with a minimum of two and a maximum of four hours paid. Employees will not be eligible for reporting time pay in the following situations:

- The employee was provided advanced notice of a schedule change, but reported to work anyway
- The employee could not complete schedule due to illness/injury
- When operations cannot begin or continue due to threats to employees or property, or when civil authorities recommend that work not begin or continue
- Interruption of work due to a failure of public utilities
- Interruption of work due to natural causes beyond the Practice's control

### **SPLIT SHIFTS**

A split shift is two distinct periods of work separated by more than a one-hour non-work period during the day. Employees requesting the ability to work a split shift must submit all such requests in writing for approval by their supervisor. Supervisors are required to forward all such approved requests to the Administrative Office Manager. Supervisors may not schedule employees for a Practice required split shift without first obtaining approval from the Administrative Office Manager.

### **MANDATORY MEETINGS & TRAINING**

Vista Complete Care will pay nonexempt employees for time spent attending meetings and training programs outside of regular working hours under the following conditions:

1. Attendance is mandated by the Practice; or
2. The employee's attendance is approved by management in advance and the meeting or training program is directly related to the employee's job.

All mandatory meetings and training programs will be identified as such. The Practice will pay for all training costs or tuition associated with mandatory training for all employees. Do not assume a meeting or training program is approved for reimbursement or pay by the Practice unless identified as mandatory. Check with your supervisor if there is any question.



Nonexempt employees must record the actual hours of attendance on the days' time record in the Company's timekeeping system. Mandatory meetings are indicated on the schedule and attendance is paid at your regular rate of pay. If your attendance is required at a mandatory meeting on your scheduled off day, you'll be compensated according to our "CALL-IN PAY" policy.

## **PRACTICE CREDIT CARDS**

Some employees may be issued Practice credit cards. These credit cards are for Practice business only. Personal charges are prohibited.

## **EXPENSES**

The Practice reimburses employees for authorized necessary business expenses. Employees who have incurred authorized business expenses must submit receipts fully documenting the expense in a timely manner. Do not incur expenses without prior authorization.

## **EMPLOYEES WHO ARE REQUIRED TO DRIVE**

Employees who are required to drive are designated employees who are tasked with duties or responsibilities that require them to drive while "clocked-in". Driving on the job is generally discouraged and requires explicit written approval from management. With multiple offices, some employees may report to different locations. Reporting for scheduled shifts at various office locations is optional. It is the employee's responsibility to notify management if shift location(s) is problematic.

Employees who drive their own vehicle on Practice business are required to be fully licensed and insured in accordance with state and federal law. You must notify your supervisor of any changes to your driver's license status. DMV registration, insurance documentation and all other required documentation are to be kept in the Practice vehicle's glove box at all times.

Personal vehicles must be maintained in a safe and legal operating condition if they are intended to be used on Practice business. All vehicle parts and accessories must be in working order, including but not limited to, undamaged windshields, fully operational vehicle lights and signals, and all tires must be properly inflated and have the state-mandated minimum tire tread depth. Employees are responsible for the cost of maintenance and upkeep of their personal vehicles used for business purposes. Employees are prohibited from driving any vehicle in an unlawful or unsafe condition while on Practice business.

It is required that you observe all policies set forth by the Practice as well as applicable traffic laws, while driving your own vehicle for the purpose of conducting Practice business. Report any type of accident, traffic citation and/or vehicle damage immediately to your supervisor. If you receive a traffic citation while on Practice time, you will be responsible for payment of the citation.

Employees must adhere to Practice policies and traffic laws. Employees are prohibited from transporting unauthorized passengers in a personal vehicle during work time.

## **PRACTICE PROPERTY AND FACILITIES**

All Practice property and facilities, including but not limited to, desks, storage areas, work areas, lockers, file cabinets, computer systems, telephone systems, tools, and equipment are to be used only

for Vista Complete Care's business and must be properly used and maintained. The Practice reserves the right, at any time, and without prior notice, to inspect any and all of the Practice's property or facilities to ensure that Practice policy is being followed. Such inspections may be conducted during or after business hours and in your presence or absence. Prior authorization must be obtained before any Practice property may be removed from the premises.

## **VIDEO MONITORING**

Facilities may be monitored by closed circuit video security cameras, including during working hours. Although the main purpose of video surveillance is to protect facilities and equipment from theft and destruction, all surveillance footage may be used for performance management issues if applicable. When you work in monitored areas realize that cameras and footage may be observed both in real-time and a later date. As an employee of Vista Complete Care you have no right to privacy while on Practice controlled grounds and you may appear in video images; however, no surveillance devices are placed in any areas where an employee can reasonably expect privacy, such as changing rooms and restrooms.

## **PRACTICE KEYS AND ALARM CODES**

You will be assigned all appropriate building keys needed to conduct your daily job responsibilities, as well as necessary building entry codes. You are responsible for all keys and the confidentiality of the entry codes. Duplication of any Practice key is not allowed. It is against Practice policy to loan or distribute your assigned keys to another employee or non-employee of the Practice or to share entry codes. It is against Practice policy to disclose your entry code unless specifically authorized by the Administrative Office Manager. If your Practice keys are lost, misplaced, destroyed, or stolen or your entry code is compromised, you must report it immediately to your supervisor.

## **COMPUTERS AND ELECTRONIC EQUIPMENT**

The Practice's computer and other electronic systems ("technology"), including but not limited to, telephone systems, voice mail systems, electronic mail systems, cell phones, Practice-issued computers and workstations, computer hardware, internet network, Wi-fi (whether connected with a Practice device or personal device, peripheral equipment such as printers, fax machines, scanners, software that grants access to external services, such as the Internet or cloud storage accounts, and instant messaging systems, are provided for business use only. This policy applies whether the employee is working onsite or remotely. Occasional and limited use of the Practice's technology for personal purposes is understandable and permitted, so long as the privilege is not abused, the use does not interfere with the employee's work and the use does not violate any of the Practice's policies. The Practice has the right to review, copy or disclose any files or information found on their technology. All messages sent and received, including personal messages, and all data and information stored on or transported through the Practice's technology are Practice property regardless of the content. These communications do not belong to the employee and should not be considered confidential or private. Employee explicitly gives the employer the right to intercept, access, view, monitor, and use all such communication, whether relating to Practice business or employee's personal matters.

Although passwords may be utilized to restrict access to certain systems, the passwords are designed to protect the Practice against unauthorized access—not to prohibit access by the authorized Practice representatives. The Practice may require you to disclose username(s), password(s), or other method(s)

of accessing any Practice-issued electronic device. The Practice retains the right to enter into any technology system and to inspect and review any and all data recorded in the systems. No message or data placed on the Practice's technology should be considered private or confidential. Deleting or erasing information, documents or messages maintained on the Practice technology is, in most cases, ineffective. All employees should understand that any information kept on the Practice's technology may be electronically recalled or recreated. There should be no expectation of privacy by an employee because they erased or deleted messages.

All employees obtaining access to copyrighted materials must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials, except where expressly allowed by the copyright law or with express written permission from the owner. Unless specifically authorized, employees may not download or install any software on the Practice's technology.

The Practice's technology may not be used for transmitting, retrieving, or storing any communications of a discriminatory or a harassing nature. Harassment of any kind is prohibited. No messages with derogatory or inflammatory remarks about race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, registered domestic partner status or any other basis made unlawful by applicable law, whether about a specific individual or about these protected categories in general, shall be transmitted, received or stored. The Practice prohibits the use of abusive, profane, or offensive language received or transmitted through the Practice's technology systems. The Practice's technology may not be used for any purpose that is illegal, against Practice policy, causes discredit to the Practice or is contrary to the best interests of the Practice. Use of the Practice technology for personal gain or profit or for personal reasons that would impede the Practice's ability to conduct business is prohibited.

Each employee is responsible for the content of all text, audio, or images that the employee places on or sends over the Practice's technology systems. All electronic communications you send should include the Practice's electronic communications privacy notice. No electronic communication may be sent which hides the sender or represents the sender as someone else. Employees who receive text, audio or images over the Practice's technology systems that violate any of the Practice's policies should immediately report this receipt to their supervisor or the Administrative Office Manager.

## **SOCIAL MEDIA**

Today, online commentaries and publications through various social media are commonplace. The means to engage in social media are expanding regularly. This policy is intended to govern the publishing, posting and/or release of information through all existing and developing social media platforms such as Twitter, Facebook, Instagram, Snapchat, Pinterest, TikTok, Reddit, YouTube, etc. Employees may not use social media to violate any of the Practice's policies. Below are basic principles that govern the use of social media by Practice employees, but this list is not exhaustive.

- Unless specifically authorized, employees are prohibited from using the Practice's equipment and technology to engage in social media. Whether you are working or not, the Practice's equipment and technology are provided to you for the purpose of conducting Practice business.

- Unless specifically authorized, employees are prohibited from engaging in social media during their working time, regardless of whose equipment and technology are used.
- Employees are prohibited from disclosing Practice trade secrets, proprietary information and other confidential information described in various sections of this Handbook. These policies include but are not limited to the sections covering: Computers and Electronic Equipment; Confidential Information; Conflicts of Interest; Personnel Records; and Solicitation.
- If you identify yourself in social media as being employed by the Practice, you must state that your views are your own personal views and that you are not authorized to and do not speak on behalf of the Practice. Remember that once you identify yourself as being employed by the Practice, your statements, whether intended by you or not, can reflect unfavorably on the Practice, its image, and its products/services. Remember, the mere fact that a post is personal does not insulate the employee from potential repercussions. Nothing in this policy is intended to limit, nor will any employee be retaliated for posting, statements protected by the National Labor Relations Act.

The Practice disclaims any legal responsibility for employees' use of social media. Employees are legally responsible for their own use of social media. If you have a question about whether your use of social media is prohibited by this policy, you should contact the Administrative Office Manager before engaging in the use.

## **FOOD AND DRINK POLICY**

Closed top drink canisters are the preferred option for keeping a beverage at your desk/workstation. Open tops may fall over and damage equipment.

No plates of food are permitted at your workstation. Meals are to be consumed in the break room, conference room, or lounge. No exceptions. Snacks are not meals. No food, meal or snack, is permitted in areas where patient interaction occurs.

Food and drinks are often provided by outside pharmaceutical representatives, which is a perk and a benefit only. This luxury should not be counted upon as a primary meal source. Vista Complete Care is not responsible for this benefit nor providing time to partake in this benefit other than your normal meal period(s) as required by law. Since Vista Complete Care is not responsible for providing meals, you divulge in the luxury of "drug rep" goods at your own risk.

## **CELL PHONE AND CAMERA POLICY**

Personal cell phone use is strictly prohibited while you are working. To uphold patient confidentiality, cell phone and camera (both picture and video) use is prohibited except in designated areas. In case of emergencies or while you are on your meal or rest period, the conference room or break room are acceptable areas for these personal uses. Cell phones should be turned off or set to silent and stored with your other personal belongings or in the Practice's cell phone caddy while you are working. Cell phones may be kept on your person so long as the cell phone always remains out of sight.

If you are required to perform business on a cell phone for Vista Complete Care while driving, you must utilize the hands-free option on the cell phone or a headset/earpiece device. Sending or

reviewing text messages or emails or reviewing the contents of your cell phone while driving is also prohibited.

## **MISPLACED, STOLEN, OR DAMAGED EQUIPMENT**

If you are assigned a Practice cell phone, two-way radio, laptop, iPad, or any other form of equipment to conduct Practice business, you must notify your supervisor immediately if the item is misplaced, stolen or damaged.

## **POLICY ON SOLICITATIONS, DISTRIBUTIONS AND ACCESS**

In order to maintain and promote efficient operations, discipline and security, the Practice maintains rules applicable to all employees that govern solicitation, distribution of written material and entry onto the premises and work areas. All employees are expected to comply with these rules, which will be strictly enforced. Any employee who is in doubt concerning the application of these rules should consult with the Administrative Office Manager immediately. These rules are:

1. No employee shall sell merchandise or solicit or promote support for any cause or organization during their working time or during the working time of the employee(s) at whom such activity is directed. As used in these rules, working time excludes meal and rest periods.
2. No employee shall distribute or circulate any material in work areas at any time or during an employee's working time or during the working time of the employee(s) at whom such activity is directed, other than those approved by management for business purposes.
3. Unless approved by management, no employee shall enter or remain in Practice work areas for any purpose except to report for, be present during and to conclude a work period. A nonexempt employee is forbidden from loitering onsite before the start of a scheduled shift and must leave the work area after their work schedule for the day is completed. Work area does not include Practice parking lots, gates or other similar outside areas unless an employee is assigned to work in such areas.
4. Under no circumstances will non-employees be permitted to solicit or distribute written material for any purpose on Practice property.
5. Unless approved by management, non-employees are forbidden from entering upon Practice property at any time except on official business with Practice.

We will allow limited selling of children's fundraising – please see the Administrative Office Manager for prior approval.

## **NOTICE AREAS**

Practice notice areas are reserved for the exclusive use of Vista Complete Care for posting work-related notices or notices which must be posted pursuant to local, state, and federal law. From time to time, special notices and information for employees will be posted by the Practice on the notice areas. Please check the notice areas regularly for such notices.

## **RECREATIONAL AND SOCIAL ACTIVITIES**

Employees of Vista Complete Care may participate in various recreational and social activities that are either sponsored by or supported by the Practice. All recreational and social activities are completely voluntary. No employee is obligated to participate in any recreational or social activity, and no employee's work-related duties include participation in such activities. If you elect to participate in any recreational or social activity you agree to do so at your own risk. The Practice disclaims any and all liability arising out of an employee's voluntary participation in any off-duty recreational or social activity. Unless required by law, the time spent organizing, preparing for, attending, and/or participating in these activities is not paid work time.

## **SOCIALIZING**

We value camaraderie and engagement amongst peers, but staying cognizant of socializing that is not work-related is vital to productivity and to patient care. Employees are expected to stay on task while clocked in. Deliberate or not, excessive socializing is a form of Employee Time Theft.

Employee Time Theft of any kind, including excessive socializing or chit-chat while on the clock will not be tolerated.

## **DISCIPLINE AND INVOLUNTARY TERMINATIONS**

Violation of Practice policies and rules, whether or not they are included in this Handbook, will result in disciplinary action. Discipline may be in any form deemed appropriate by the Practice, including but not limited to, verbal warnings, written warnings, suspensions, and termination of employment. The Practice's disciplinary system does not require any formal steps or procedures. The Practice will, in its sole discretion, utilize whatever form of discipline it deems appropriate under the circumstances, up to and including the immediate termination of employment without any prior discipline. The use of discipline in no way changes the at-will employment relationship.

## **RESIGNATIONS/VOLUNTARY TERMINATIONS**

If you decide to leave your employment with Vista Complete Care, we ask that you give us at least two weeks written notice. This will give us the opportunity to make the necessary adjustments in our operation.

## **REFERENCES**

All requests for employment verifications and employee references must be directed promptly to the Administrative Office Manager. Other employees should not provide any such information. References for employees who have left Vista Complete Care are limited to disclosure of dates of employment and title of the last position held unless the employee has authorized additional disclosures in writing or if additional disclosures are required by law.

## **ARBITRATION OF DISPUTES**

To resolve employment disputes in an efficient and cost-effective manner, Vista Complete Care asks its employees to voluntarily enter into arbitration agreements. Details regarding arbitration can be found in the arbitration agreement.

## **STANDARDS OF CONDUCT**

### **PERSONAL STANDARDS & DRESS CODE**

Professionalism in attire and presentation is expected in our practice. Employees will not be permitted to wear clothing or otherwise present an appearance that may cause disruption, be taken as offensive or reduce productivity or safety. Each employee must be neatly groomed and wear clothing that is appropriate for the employee's position. Name tags must be always worn. Any clinical interactions with patients that require hands-on patient care, must uphold clean standards including pulled back hair and short fingernails. Only one pair of pierced earrings are permitted, and no body piercings or facial piercings should be visible. Hickeys must be covered. Tattoos should be covered based on how they affect the patient's experience.

Vista Complete Care employees may wear modest and wrinkle-free scrubs or scrub dresses at knee length. All non-scrub tops or pants are prohibited unless provided by Vista Complete Care for special occasion(s). Seasonally, for warmth, garments worn under scrubs or zipper outerwear worn must be clean and in good taste. Clothing that is too loose (i.e. hooded sweatshirts) or too restrictive (i.e. yoga pants) is not appropriate attire. Safe and comfortable closed toe working shoes must be worn at all times. Management and non-medical staff dress code includes the above and/or professional wear. Any attire with insignias or logos--or images that may be construed as solicitation or inappropriate--are not permitted. In addition to disciplinary action, failure to meet these standards will result in employee being sent home to change on unpaid time.

Exceptions to this Practice policy should be requested in writing, in advance from your immediate Supervisor. The Practice will make reasonable accommodations for protected hairstyles, and religious dress and religious grooming practices.

### **PATIENT & PUBLIC RELATIONS**

The Practice's image in front of patients and the general public is critical to our success. All employees are expected to be prompt, polite, courteous, and attentive to our patients and the public. We will absolutely not tolerate conduct toward patients or the general public that might be interpreted as unprofessional, unlawful discrimination or harassment. If you witness conduct in violation of this policy, you should immediately bring it to the attention of your supervisor or the Administrative Office Manager.

### **PROFESSIONAL CONDUCT**

Employees are expected to contribute to a positive, professional, and productive work environment. This includes but is not limited to, being courteous, respectful, and professional when interacting with fellow employees and members of management.

### **PROHIBITED CONDUCT**

The following is a list of conduct that is prohibited and will not be tolerated by the Practice. It is not an all-inclusive list, but rather a list designed to give examples of the types of conduct prohibited by the Practice.

- Falsification of employment records, employment information or other Practice records.

- Recording the work time of another employee or allowing any other employee to record your work time or allowing falsification of any time record, either your own or another's.
- Theft, deliberate or careless damage of any Practice property or the property of any employee or patient.
- Spreading or repeating unsubstantiated comments about others (e.g., gossip or rumors).
- Provoking a fight or fighting during working hours or on Practice property.
- Participating in horseplay or practical jokes on Practice time or on Practice premises where such conduct might be a safety risk or might be interpreted as offensive.
- Carrying firearms or any other dangerous weapons during working hours or on Practice premises at any time.
- Consuming, possessing or being under the influence of alcohol and/or drugs during working hours or at any time on Practice property or job sites.
- Insubordination, including but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of management or the use of abusive or threatening language toward a supervisor or member of management.
- Unreported absence on scheduled workdays.
- Unauthorized use of Practice technology, equipment, time, materials, facilities, or the Practice name excluding protected speech.
- Sleeping or malingering on the job.
- Failure to observe work time policies including policies related to attendance, rest periods, and meal periods.
- Engaging in criminal conduct whether or not related to job performance.
- Soliciting other employees for membership, funds, or other similar activity in connection with any outside organization during your working time or the working time of the employee(s) solicited.
- Distributing unauthorized literature or any written or printed material during working time or in work areas. ("Working time" does not include your meal and rest periods.)
- Failure to timely notify your supervisor when you are unable to report to work or failure to return from an approved leave of absence.
- Failure of a nonexempt employee to obtain permission to leave work for any reason during normal working hours, other than for meal and rest periods.



- Making or accepting personal telephone calls during working hours except in emergencies.
- Failure to remain on task during all work time. ("Working time" does not include your meal and rest periods.)
- Failure to provide a physician's certificate when requested by the Administrative Office Manager, unless otherwise prohibited by law.
- Making derogatory racial, ethnic, religious, or sexual remarks or gestures; any violation of the Prohibited Harassment, Equal Employment Opportunity, or Prohibited Retaliation policies; or using profane or abusive language at any time on Practice premises or during working hours.
- Violation of any safety, health, security, or Practice rule.
- Working "off-the-clock," working overtime without authorization, or refusing to work assigned overtime.

## **CONFIDENTIAL INFORMATION**

You may during the course of your duties be advised of certain confidential business matters and affairs of the Practice regarding its business practices, patients, suppliers, and employees. Your duties may also place you in a position of trust and confidence with respect to certain trade secrets and other proprietary information relating to the business of the Practice and not generally known to the public or competitors. Such proprietary information includes patient and prospective patient information, pricing information, product and service information, competitive strategies, marketing plans, personnel information, and financial information. You shall not, either during your employment with the Practice or any time in the future, directly or indirectly:

- Disclose or furnish, directly or indirectly, to any other person, firm, agency, corporation, patient, business or enterprise, any confidential information acquired during your employment
- Individually or in conjunction with any other person, firm, agency, company, patient, business, or corporation, employ or cause to be employed any confidential information in any manner whatsoever, except in furtherance of the business of the Practice
- Without the written consent of the Practice, access, use, copy, publish, deliver or commit to being published or delivered, any copies, abstracts or summaries of any files, records, documents, drawings, specifications, lists, equipment and similar items relating to the business of the Practice, except to the extent required in the ordinary course of your duties
- Access any documents, files, records, data, information, emails, lists, drawings, specifications, and equipment with the purpose of duplicating or copying the information for personal use or distribution. The Practice monitors any duplication of the enumerated items above

Some of the conduct prohibited by this policy also violates civil law and California Penal Code Section 502. Violations can result in severe penalties, fines, and/or imprisonment.

Upon termination of employment, employees are required to immediately return to the Practice all property of the Practice in as good of a condition as when received (normal wear and tear excepted) including, but not limited to, all technology, files, records, documents, drawings, specifications, lists, equipment and supplies, promotional materials and similar items relating to the business of the Practice.

## **CONFLICTS OF INTEREST**

Situations that result in actual or even potential conflicts of interest must be avoided by all employees. Personal, social, and economic relationships with competitors, suppliers, patients or coworkers that may impair an employee's ability to exercise good judgment on behalf of the Practice or which give the appearance of such impairment create an actual or potential conflict of interest. For example, romantic or personal relationships between a supervisor and subordinate employee can lead to supervisory problems, claims of harassment and morale problems.

Any employee involved in such situations or relationships must immediately and fully disclose the nature of the situation or relationship to management so a determination can be made as to whether an actual or potential conflict exists, and if so, how to correct the situation.

What you do on your free time is your own business. However, outside activities (second jobs, side businesses, clubs, etc.) must not interfere with your ability to fully perform your job duties at Vista Complete Care or create a conflict of interest with your statutory duty of loyalty to the Practice. The Practice prohibits employees from working with another company or external organization that competes with Vista Complete Care whether as a regular employee or as a consultant.

## **DRUG AND ALCOHOL POLICY**

It is the intent of the Practice to promote a safe, healthy, and productive work environment for all employees. The Practice recognizes that the illegal and/or excessive use of drugs and/or alcohol is not conducive to safe working conditions, employees' health, efficient operations, or Practice success. It is the objective of the Practice to have a work force that is free from the influence of controlled substances and illegal drugs and alcohol during work hours. Marijuana is a controlled substance and prohibited, even if recommended by a physician, because it is illegal under federal law. The Practice will not tolerate employees who use or have possession on the Practice premises or who are under the influence of controlled substances, illegal drugs, or alcohol during work hours.

If you are taking physician prescribed medications which will impair your job performance, you should not report to work and should contact the Practice to discuss next steps. If you are taking physician-prescribed medications which may impair your ability to perform the job safely, you should discuss it with the prescribing physician and provide confirmation to the Practice that you can perform the job safely or discuss next steps. This policy does not require or request the prescribing physician or the employee to identify any prescription drug or the medical condition for which it is prescribed. No employee shall use or possess on the Practice premises any prescription medication other than medications currently prescribed by a physician for that employee.

## **SMOKING & TOBACCO POLICY**

Vista Complete Care is a tobacco-free workplace in order to maintain the highest possible safety and health conditions and because we are concerned about our employees' health. We also encourage smokers and tobacco users to quit.

Vista Complete Care prohibits and will not tolerate smoking or “vaping” or any type of tobacco product use in the workplace, including all indoor facilities, offices, lunchrooms, breakrooms, and bathrooms. Smoking is also prohibited within 20 feet of entrances and exits, within 50 feet of chemicals, or on outdoor property with the exception of designated areas. All tobacco products must be disposed of in an appropriate and safe manner. This policy applies to all employees, vendors, patients, and visitors.

For purposes of this policy, smoking includes lighting, smoking, or carrying a lighted cigarette, cigar or pipe and the use of any electronic smoking device. Any questions regarding this policy should be directed to the Administrative Office Manager.

## **SECURITY**

All employees are responsible for helping to maintain a secure workplace. Be aware of persons loitering for no apparent reason. If you are leaving late at night or are in any other situation that presents security concerns or where you do not feel comfortable, please seek the assistance of your supervisor or other employees. Employees are required to report any suspicious persons or activities to your supervisor. The Practice will make reasonable accommodations for employees who are victims of stalking in an effort to enhance the employee's security at work.

Secure your desk or work area at the end of the day or when called away from your work area for an extended length of time and do not leave valuable and/or personal articles that may be accessible in or around your work area. Please report any problems with our security systems to your supervisor.

## **WORKPLACE VIOLENCE**

Safety and security of employees is of vital importance to Vista Complete Care. Acts or threats of physical violence, including intimidation, harassment, stalking and/or coercion, which involve or affect the Practice, or which occur on Practice property, will not be tolerated. Employees are strictly prohibited from bringing weapons onto Practice property or possessing weapons during work time.

All Vista Complete Care employees bear the responsibility of keeping our work environment free from violence and potential violence. Any employee who witnesses or is the recipient of violent behavior should promptly inform their supervisor, manager, or the Administrative Office Manager. All threats will be promptly investigated, and no employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this policy.

## **SAFETY POLICY**

Vista Complete Care is firmly committed to maintaining a safe and healthy working environment. All employees of the Practice are expected to be safety conscious on the job at all times. All unsafe conditions or hazards should be corrected immediately. Report all unsafe conditions or hazards to your supervisor or Clinical Office Manager immediately, even if you believe you have corrected the

problem. If you suspect a concealed danger is present on Practice premises, or in a product, facility, piece of equipment, process, or business practice for which the Practice is responsible, bring it to the attention of your supervisor or Clinical Office Manager immediately. Supervisors should arrange for the immediate correction of any unsafe condition or concealed danger and immediately contact Clinical Office Manager regarding the problem.

All workplace injuries and illnesses must be immediately reported to your supervisor and Clinical Office Manager.

Vista Complete Care has in place a written Injury and Illness Prevention Program (IIPP) as required by law. If you have not received your copy of the IIPP please contact the Clinical Office Manager. It is your responsibility to read, understand and follow the Injury and Illness Prevention Program provisions applicable to your work assignment.

## **ERGONOMICS**

Vista Complete Care has invested in providing a work environment that is safe for all employees. To lessen the risk of ergonomic hazards, the Practice will make necessary adjustments to an individual's workstation, educate employees on ergonomic safety, and modify processes when deemed necessary to ensure the well-being and safety of our employees. You should report any ergonomic concerns to the Clinical Office Manager.

## **CHEMICAL EXPOSURE WARNING**

Employees should be aware that work areas may contain chemicals known to the State of California to cause cancer or to cause birth defects or other reproductive harm. If you have any questions or concerns about possible chemical exposure in your work area, contact Clinical Office Manager.

## **EMPLOYEE BENEFITS**

### **PAID TIME OFF (PTO)**

After 30 days of employment, all eligible employees will accrue PTO at the rate that corresponds with their tenure and employee classification status. Employees are eligible to use their accrued PTO after their 90-day introductory period.

- Per Diem employees are not eligible to receive PTO.
- Part Time employees will accrue a maximum of 24 hours of PTO each year. The maximum carry over PTO hours for part time employees will be up to 24 hours, so after 2 years of employment a total of up to 48 hours PTO can be earned.
- Full-Time employees are eligible for up to 40 hours (1 week) of PTO during their first 4 years of employment and eligible for up to 80 hours (2 weeks) of PTO after 5+ years. Rate changes occur on the first of each calendar year. Full Time employees will accrue PTO so that if they work an average of 40 hours a week, they will have earned 40 hours after 12 months. If they work an average of 35 hours a week, they will have earned 35 hours after 12 months. After 5 years the same average will apply, with the maximum being 80 hours.

The maximum hours of PTO that can be carried over is equal to one year's maximum accrual. After two unused years, PTO will be paid out. For example, you earn 40 hours during your first year of employment, which carries over to your second year. Then you earn an additional 40 hours after your full second year of employment; leaving you with a total of 80 PTO hours accrued, at which point you will have reached the maximum PTO. Entering your third year 40 hours would be paid to you and 40 would remain for your use, during that year.

PTO can be used for any reason: vacation, illness, medical appointments, family care, personal business, etc. PTO will be provided upon the employee's request. Employees may request to use their accrued PTO in any increment of at least two (2) hours or more. PTO must be requested as soon as possible. To receive PTO pay, employees must complete the appropriate form. PTO requests must be submitted prior to the end of the pay period. PTO is not accrued during any Leave of Absence

Vacations should be planned as far in advance as possible and requests should be made to your employer. Every effort will be made to approve the vacation time, but VCC management reserves the right to deny vacation time for any reason. Paid time off requested during our busiest months (October – February) is discouraged and subject to stringent approval. The Practice reserves the right to disapprove a vacation request based on operational needs of the Practice.

Nonexempt employees will receive their hourly wage for each hour of PTO taken. Exempt employees will continue to receive their full salary while taking PTO days and do not receive additional compensation beyond their normal salary.

### **HOLIDAYS & HOLIDAY PAY**

Vista Complete Care observes the following unpaid holidays:

- **New Year's Day**
- **Thanksgiving Day**
- **Christmas Day**

Vista Complete Care may observe reduced workday hours of 9:00 am to 4:00 pm on the following holidays.

**Martin Luther King Day**  
**Presidents' Day**  
**Memorial Day**  
**Independence Day**  
**Labor Day**  
**Columbus Day**  
**Veterans Day**

Holiday observance will be announced in advance. Exempt employees will receive their regularly scheduled pay during holidays. Non-exempt employees will earn time and a half for hours worked on Holidays observed above.

#### **401(K) RETIREMENT PLAN**

Vista Complete Care offers a 401(k) plan to encourage employees to save for retirement. Contributions made by the employee are on a pre-tax basis which allows the employee to reduce their taxable income. The Practice matches a percentage of the contributions employees make to their accounts. Please see the Summary Plan Description for exact matching details.

You can obtain a copy of the Summary Plan Description which contains the details of the plan including eligibility and benefit provisions from the Administrative Office Manager. In the event of any discrepancy between this information and the actual plan documents, the actual plan documents will prevail. If you have any questions regarding this plan, see the plan administrator.

#### **FREE URGENT CARE VISITS AT VISTA COMPLETE CARE**

As an added benefit, the employee or employee's immediate family member can be seen by any provider at Vista Complete Care. The Practice will cover any co-pays or insurance deductibles. If there is no insurance the visit will be without charge. However, extras such as in-house medications, vaccinations/immunizations, or durable goods will need to be paid for by the employee at Vista Complete Care's cost. Outside labs and radiology will be the employee's responsibility.

Preventative Care visits are only allowed after employee has completed their 90 day introductory period. Urgent Care visits may be permitted after first completed shift.

This benefit is limited to employees and immediate family members limited to the following:

1. Spouses and children (under age 26, living at home or attending college).
2. Parents (if employee can be claimed on parent's taxes as a dependent or if parents are claimed on employee's taxes as a dependent).

To ensure risk management and excellent health care for all staff members here at Vista Complete Care, the following policies have been established:

- All office visits must be conducted when employee is clocked out and should not be during a scheduled shift unless it is the employee's normal scheduled break, or if it is an emergency.
- A chart will be created for all staff members at the time of their office visit.
- Completed chart notes including vitals and all treatment options discussed will be documented at the time the staff member is seen. Staff members must be off the clock during an exam.
- Employees who are seen as patients of Vista Complete Care must abide by the same policies and procedures as any patient would.
- In order to protect patient confidentiality and adhere to HIPAA laws, employee charts will be restricted and only accessible by Management or Clinicians unless the employee gives explicit written consent to unblock their chart.
- Employees are strictly prohibited from performing any work or orders in their own charts.

## **INSURANCE BENEFITS**

Vista Complete Care is proud to offer a competitive benefits package for the health and well-being of our employees and their dependents. The following information is intended as a summary only. In the event of any discrepancy between the information provided below and the actual plan documents, the actual plan documents will prevail. Unless otherwise mandated by law, employees on a leave of absence of more than 30 days are responsible for paying the premiums of continuing health coverage through initiating COBRA. If an employee works a reduced schedule for more than 30 days, it may also impact your employment classification and eligibility for benefits. Failure to timely request and pay for such coverage will result in the loss of coverage.

### **MEDICAL, DENTAL AND VISION INSURANCE**

Medical, dental, and vision coverage is offered to all eligible employees and their spouses and/or dependents on the first day of the first month following the 60<sup>th</sup> day of employment, in accordance with the Practice's insurance plans as set forth in the Summary Plan Descriptions ("SPDs"). Both the Practice and the employee contribute to the cost of employee premiums. Spouses and/or dependents may be added to coverage by paying 100% of their portion of the premium. In the event of an increase in insurance premium rates, employees may be required to contribute to the cost of increased premiums to retain coverage.

### **INSURANCE BENEFITS QUALIFYING LIFE EVENT**

Normally employees may only make changes to their benefits selections at open enrollment each year. There are limited exceptions, however, for certain qualifying life events. If you wish to make changes to your benefits based on a qualifying life event, you have only a short, 30-day window of eligibility to change your benefits elections. Therefore, if you wish to change your benefits elections due to a qualifying event, you must notify the Administrative Office Manager in writing as soon as possible, but at least within 20 days of any of the following:

- Having a baby or adopting a child
- Getting married, divorced, or legal separation
- To remove a dependent who is turning 26
- Open enrollment for a dependent
- Dependent's change in employment status resulting in a change to their insurance coverage options (i.e., becoming newly eligible for insurance elsewhere, or losing coverage elsewhere)
- As a result of a court order to provide insurance for a dependent
- Death of a dependent

## **STATUTORY BENEFITS**

### **STATE DISABILITY INSURANCE**

Vista Complete Care is required by California law to deduct a certain amount from your pay each pay period towards State Disability Insurance (SDI). All eligible employees are covered by SDI pursuant to the California Unemployment Insurance Code. Disability insurance is payable when you cannot work because of illness or injury not caused by employment at Vista Complete Care or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. Specific rules and regulations governing disability payments are available from the Administrative Office Manager or the Employment Development Department (EDD) of the State of California.

### **FAMILY LEAVE INSURANCE**

Vista Complete Care is required by California law to withhold an additional percentage of your wages to fund the Paid Family Leave Program (PFL). Employees covered by SDI are also covered under PFL. The benefits under this program are payable when you are required to take time off of work to care for a seriously ill child, spouse, parent, registered domestic partner, grandparent, grandchild, sibling, parent-in-law or to bond with a newborn or newly placed child. PFL Military Assist benefits are available to eligible employees who are required to take time off work due to a qualifying exigency related to the covered active duty or call to covered active duty of their spouse, registered domestic partner, parent, or child. Specific rules and regulations governing insurance payments are available from the Administrative Office Manager or your local EDD office.

Insurance benefits provided under this State program will not extend the length of protected leave available to an employee under applicable state or federal laws.

### **UNEMPLOYMENT COMPENSATION INSURANCE**

The Practice contributes to the Unemployment Insurance Fund on behalf of its employees. Specific rules and regulations governing unemployment are available from the Administrative Office Manager or your local EDD office.



## **SOCIAL SECURITY**

Vista Complete Care is required by federal law to deduct a percentage of your pay and deposit it with the Social Security Administration. Social Security is an important part of every employee's retirement benefit. The Practice pays a matching contribution to each employee's Social Security taxes.

## **WORKERS' COMPENSATION INSURANCE**

At no cost to you, you are protected by Workers' Compensation Insurance while an employee at the Practice. The policy covers you in case of occupational injury or illness. Employees make no contribution for this coverage.

It is important to report any illness, accident, or injury immediately to your supervisor. It is a crime in the State of California to report a workers' compensation claim that is false or fraudulent. The violator of this law can be punished by a fine of up to \$50,000, imprisonment of up to five years, or both.

## **ADMINISTRATION OF PRACTICE BENEFITS**

Unless otherwise dictated by law, all employer-controlled benefit programs at Vista Complete Care are administered by the Practice or its designated administrators. The Practice reserves the exclusive authority and discretion to determine all issues of eligibility and questions of interpretation and administration of each employee benefit program.

## **LEAVES OF ABSENCE**

Vista Complete Care may grant leaves of absence to employees in certain circumstances. The Practice will grant these leaves to employees as required by state and federal law in effect at the time the leave is granted and will not retaliate against employees for requesting or using protected leave. It is important to request any leave in writing as far in advance as possible, to keep in regular contact with the Administrative Office Manager during your leave and to give prompt notice if there is any change in your return date. If your leave expires and you have not contacted the Administrative Office Manager, it will be assumed you have abandoned and terminated your employment. If you are unwilling or unable to return to work at the conclusion of any leave, your employment may be terminated.

This Handbook contains only a summary of the leaves that may be available. Some types of leave have detailed requirements regarding eligibility, duration, benefits, etc. Unless otherwise required by law, leaves are unpaid, and benefits do not continue to accrue during the duration of your leave of absence. You may choose to use available accrued paid time off benefits during your leave of absence. Vista Complete Care may also require you to use available accrued paid time off benefits for certain leaves as permitted by law. You should contact the Administrative Office Manager prior to taking any leave for information about leave requirements and ramifications.

It is understood that you will not obtain other employment (other than military duty pay) or apply for unemployment insurance while you are on a leave of absence. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment with Vista Complete Care.

### **CFRA CALIFORNIA FAMILY RIGHTS ACT LEAVE**

Vista Complete Care recognizes that an employee may need to be absent from work for an extended period of time for family and/or medical reasons. Our Practice complies with federal and state law provisions for family, medical and pregnancy disability leaves and this leave may run concurrently with other leaves as permitted by law. We intend to grant leave benefits only to the extent the law requires.

You must request any leave in writing as far in advance as possible. If you have not contacted your supervisor at the end of your scheduled leave, we will assume that you do not plan to return, and you have terminated your employment. If you are unwilling or unable to return to work at the conclusion of the leave you are allowed, your employment may be terminated.

Employees Who May Take Leave: Before you may seek a leave of absence you must meet both of the following conditions:

- Have been employed by the Practice for at least 12 months
- Have worked at least 1,250 hours in the previous 12 months.

Reasons for Taking Leave: You may request an unpaid leave for any of the following reasons:

- Birth of your own child, birth of a child of your registered domestic partner or the placement of a child in your home for adoption or foster care

- Bonding with a child (leave must be taken within 1 year of child's birth or placement)
- To care for a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner who has a serious health condition
- Because of your own serious health condition that makes you unable to perform your job duties, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions
- Because of a qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States

For purpose of CFRA leave, "child" means a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis. "Parent" means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

Length of Leave Allowed: The maximum time you will be allowed to take leave, if you are eligible, is 12 workweeks in a 12-month period excluding additional time available when disabled by pregnancy. The Practice will use a "rolling" 12-month period measured backward from the date you begin a leave to determine how much leave time is available to you unless another calculation is required by law. You may request a reduced workday or workweek, or intermittent leave that equates to a maximum of 12 workweeks, due to your own medical condition or that of a family member.

Extended Leave for Military Caregivers: Leave entitlement for military caregivers is extended to a total of 26 workweeks in a single 12-month period. Military caregiver leave covers an employee who is the caregiver of a spouse, son, daughter, parent or next of kin who is a covered service member recovering from a serious illness or injury sustained in the line of duty while on active duty in the United States Armed Forces. The 12-month period is measured forward from the date the employee's first leave to care for the covered service member begins.

Advance Notice and Medical Certification: You may be required to provide to us advance leave notice and medical certification. Your leave request may be denied, or your leave delayed if these requirements are not met.

- You must provide us 30 days' notice of your need for leave if such need is foreseeable. If your need for leave is not foreseeable, you must notify us as soon as possible.
- We require medical certification if you request leave because of your own or a family member's serious health condition. We may also require a second or third medical opinion regarding your own serious health condition at our expense. You are required to cooperate with us in obtaining any additional medical opinions we may require.
- If you take a leave because of your own health condition, you must obtain a release from your health care provider before you return to work.

**Job Protection and Reinstatement:** Employees will normally be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms when they return from leave. Your use of leave will not result in the loss of certain benefits accrued prior to the start of your leave.

**Continuation of Health Benefits:** We will continue our contributions for your health care coverage for the duration of your CFRA leave. You will be invoiced by the Practice, or its designated administrators, and required to pay the employee portion of the health benefit premium, including all premiums covering your dependents. If you fail to pay the appropriate premiums in a timely manner, it could result in the termination of benefit coverage.

**Premium Cost Repayment:** If you do not return to work from a leave allowed by this policy, you will be required to repay the premium amounts we paid during your leave as set forth in the law.

**Compensation While on Leave:** Leave for this purpose is unpaid. You will be required to use any earned but unused PTO balance in excess of 3 days during such leave.

## **PREGNANCY DISABILITY LEAVE**

Pregnant employees are entitled to take leave if they are disabled by the pregnancy, childbirth, or a related medical condition. Pregnancy disability leave begins when the employee's health care provider certifies that the employee is unable to work because of a pregnancy-related disability. You may request a reduced workday or workweek or intermittent leave. The leave ends when the health care provider certifies the employee is no longer disabled by pregnancy or after 17 1/3 weeks of total leave have been provided, whichever occurs first.

**Job Protection and Reinstatement:** Employees will normally be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms when they return from leave. Your use of leave will not result in the loss of certain benefits accrued prior to the start of your leave. However, you may be required or permitted to use your accrued paid leave benefits.

**Continuation of Health Benefits:** We will continue our contributions for your health care coverage for the duration of your PDL leave. You will be invoiced by the Practice, or its designated administrators, and required to pay the employee portion of the health benefit premium, including all premiums covering your dependents. If you fail to pay the appropriate premiums in a timely manner, it could result in the termination of benefit coverage.

**Premium Cost Repayment:** If you do not return to work from a leave allowed by this policy, you will be required to repay the premium amounts we paid during your leave as set forth in the law.

**Compensation While on Leave:** Leave for this purpose is unpaid. You may elect to use any earned but unused PTO but are not required to do so.

## **MEDICAL LEAVE OF ABSENCE**

A medical leave of absence without pay may be granted for up to four (4) week to full-time employees who have completed one continuous year of employment and are not eligible for other leaves at the discretion of Vista Complete Care. Ask the Administrative Office Manager for information about medical leaves of absence. Leave for this purpose is unpaid. You will be required to use any earned but unused PTO balance in excess of 3 days during such leave.

## **PERSONAL LEAVE OF ABSENCE**

A personal leave of absence without pay may be granted for up to two (2) weeks to full-time employees who have completed one continuous year of employment and are not eligible for other leaves at the discretion of Vista Complete Care. Ask the Administrative Office Manager for information about personal leaves of absence. You will be required to use any earned but unused PTO balance in excess of 3 days during such leave.

## **FUNERAL OR BEREAVEMENT LEAVE**

In the event of the death of your current spouse, registered domestic partner, child, parent, legal guardian, brother, sister, grandparent, grandchild or mother-, father-, sister-, brother-, son- or daughter-in-law, you may take up to three (3) consecutive scheduled workdays off with pay with the approval of the Administrative Office Manager. The Administrative Office Manager may also approve additional unpaid time off. You will be required to use any earned but unused PTO balance in excess of 3 days during such leave.

## **ORGAN DONOR AND BONE MARROW DONOR LEAVE**

Employees who have been employed by the Practice for at least 90 days will be granted a leave of absence of up to 60 business days in any one-year period for the purpose of donating an organ to another person. The first 30 business days of any such leave will be paid, and any remaining leave will be unpaid. Employees will be granted a paid leave of absence of up to five business days in any one-year period for the purpose of donating bone marrow to another person. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months.

The Practice may require written verification 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.

At the employee's initial receipt of bone marrow or organ donation leave, the Practice requires that an employee take up to five days of earned but unused PTO for bone marrow donation and up to two weeks of earned but unused PTO for organ donation.

## **MILITARY LEAVE OF ABSENCE**

The Practice provides military leaves of absence to employees who serve in the uniformed services as required by the Uniformed Services Employment and Reemployment Rights Act of 1994 and applicable state laws. Leave is available for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty and for examinations to determine fitness for any such duty. Total military leave time taken may not exceed five years during employment, except in special circumstances.

Advance notice of leave is required. Please inform your supervisor of anticipated military leave time as far in advance as possible. Health plan coverage continuance can be arranged for up to 24 months during military leave if you pay the full premium amount (plus a 2% administration fee) each month. As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in termination of employment.

Leave for this purpose is unpaid. You may elect to use any earned but unused PTO but are not required to do so.

### **MILITARY SPOUSE'S LEAVE OF ABSENCE**

Employees can take up to ten unpaid days off when their spouse is on leave from military deployment. To qualify, you must work more than 20 hours per week and your spouse must be a member of the Armed Forces, National Guard or Reserves who was deployed during a period of military conflict. To request a Military Spouse's Leave of Absence, you must notify your supervisor within two business days of receiving notice that your spouse will be on leave. You will be required to provide written documentation certifying that your spouse will be on leave from military deployment during the requested time period. Leave for this purpose is unpaid. You may elect to use any earned but unused PTO but are not required to do so.

### **CIVIL AIR PATROL LEAVE**

Members of the Civil Air Patrol who have been employed at least 90 days are eligible for an unpaid leave of absence of a maximum of ten days per calendar year for the purpose of responding to an emergency operational mission of the California Wing of the Civil Air Patrol. Under normal circumstances, the leave for a single emergency operation mission shall not exceed three days.

Employees shall give the Practice as much notice as possible of the intended dates upon which the Civil Air Patrol leave will begin and end. The Practice may require certification to verify the eligibility of the employee for the leave requested or taken.

Leave for this purpose is unpaid. You may elect to use any earned but unused PTO but are not required to do so.

### **DRUG/ALCOHOL REHABILITATION ACCOMMODATION**

The Practice will reasonably accommodate an employee who wishes to enter and participate in an alcohol or drug rehabilitation program unless it would impose an undue hardship on the Practice. Please contact the Administrative Office Manager directly. The Practice will take reasonable steps to safeguard the privacy of employees who identify themselves as having enrolled in an alcohol or drug rehabilitation program.

While the Practice generally encourages employees to take action to treat drug and alcohol problems, the Practice will not reimburse employees for the costs incurred in attending a rehabilitation program.

A request for rehabilitation leave will not protect an employee from disciplinary action where the employee has violated the Practice's drug and alcohol policies prior to the request. Further, an employee may be disciplined when, because of the employee's current use of alcohol or drugs, the employee is unable to perform the employee's job duties or cannot perform those job duties in a manner which would not endanger the employee's health or safety or the health and safety of others.

Leave granted for this purpose is unpaid, however, employees may elect to apply any earned but unused PTO but are not required to do so.

## **TIME OFF FOR ADULT LITERACY PROGRAMS**

The Practice will make reasonable accommodations for any employee who reveals a literacy problem and requests that the Practice assist the employee in enrolling in an adult literacy education program unless undue hardship to the Practice would result. The Practice will also assist employees who wish to seek literacy education training by providing employees with the location of local literacy education programs.

The Practice will take reasonable steps to safeguard the privacy of employees who identify themselves as an individual with a literacy problem. An employee who wishes to identify himself or herself as such an individual can contact the Administrative Office Manager directly. Further, individuals who are performing satisfactorily will not be subject to termination of employment because they have disclosed literacy problems.

While the Practice generally encourages employees to improve their literacy skills, the Practice will not reimburse employees for the costs incurred in attending a literacy program.

Leave for this purpose is unpaid, however, employees may elect to apply any earned but unused PTO but are not required to do so.

## **TIME OFF FOR REQUIRED ATTENDANCE AT SCHOOL OF SUSPENDED PUPIL**

If you are the parent or legal guardian of a child suspended from school and you receive written notice from the principal of the child's school requesting your attendance at the school, you are entitled to take an unpaid leave to attend, provided you give reasonable advance notice to the Practice. Check with the Administrative Office Manager for eligibility and scheduling before taking any leave to attend. Leave for this purpose is unpaid, however, you may elect to apply any earned but unused PTO but are not required to do so.

## **SCHOOL OR DAYCARE ACTIVITIES LEAVE**

If you are a stepparent, foster parent, or standing in loco parentis or a parent, guardian or grandparent having custody of a child in kindergarten or grades 1-12, inclusive of facility or a child care provider, and wish to take time off to visit the school or facility of your child for a school or facility activity, to address an emergency or to enroll or reenroll your child in school or child care you may take off up to eight hours each calendar month (up to a maximum of 40 hours each school year), provided you give reasonable advance notice to the Practice of your planned absence. The Practice requires documentation from the school or facility noting the date and time of your visit.

If both parents of a child work for the Practice, only one parent -- the first to provide notice -- may take the time off, unless the Practice approves both parents taking time off simultaneously.

Leave for this purpose is unpaid. You will be required to use any earned but unused PTO balance in excess of three days during such leave.

## **TIME OFF FOR DUTY AS ELECTION OFFICIAL**

If you serve the official governmental duty of acting as an election officer in a local, special, or statewide election, you are eligible for an unpaid leave on the day of the election. Please give your

supervisor as much notice as possible if you plan to serve as an election official. Leave for this purpose is unpaid, however, you may elect to apply any earned but unused PTO but are not required to do so.

### **TIME OFF FOR JURY AND WITNESS DUTIES**

The Practice will provide unpaid time off to employees called for jury duty or when subpoenaed as a witness. As a condition of taking time off, employees are required to provide reasonable advance notice if feasible and documentation establishing the right to such time off. If you are released from jury duty or have completed your witness duty prior to the end of what would be your regular workday schedule, it is your responsibility to report back to work within a reasonable amount of time. Upon returning to work, you must present to your supervisor court documentation for every business day you missed.

Exempt employees will receive their regular salaries unless they do not perform any services during a workweek because of the jury or witness service. In other instances, employees may elect to apply any earned but unused PTO but are not required to do so.

### **TIME OFF FOR VICTIM OF CRIME OR ABUSE – OBTAINING RELIEF FOR VICTIM AND CHILDREN**

Employees who are victims of a crime or abuse will be given time off as necessary to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order or other injunctive relief to help ensure the safety, health and welfare of themselves or their children. Eligible employees include 1) a victim of stalking, domestic violence, or sexual assault, 2) a victim of a crime that caused physical or mental injury or the threat of physical injury, or 3) an employee whose immediate family member is deceased as the result of a crime. As a condition of taking time off, employees may be required to provide reasonable advance notice if feasible and documentation establishing the right to such time off. The Practice will make every effort to maintain the confidentiality of any employee requesting such leave.

The Practice shall provide reasonable accommodations for a victim of domestic violence, sexual assault or stalking who requests an accommodation for the safety of the victim while at work, unless it would constitute an undue hardship on the Practice's business operations. Upon receiving an employee's request for accommodation, the Practice shall engage in a timely, good faith interactive process with the employee to determine effective reasonable accommodations.

Leave for this purpose is unpaid, however, employees may elect to apply any earned but unused PTO but are not required to do so.

### **TIME OFF FOR VICTIM OF CRIME OR ABUSE – ADDITIONAL TIME FOR VICTIM'S PARTICIPATION**

In addition to the time off permitted for victims of a crime or abuse to obtain relief to help ensure the safety, health and welfare of themselves or their children, time off will be given to the victim of a crime or abuse to: 1) to seek medical attention for injuries caused by the crime or abuse, 2) to obtain services from prescribed entities as a result of the crime or abuse, 3) to obtain psychological counseling or mental health services related to an experience of crime or abuse, or 4) to participate in safety planning and take other actions to increase safety from future crime or abuse.



Eligible employees include 1) a victim of stalking, domestic violence, or sexual assault, 2) a victim of a crime that caused physical or mental injury or the threat of physical injury, or 3) an employee whose immediate family member is deceased as the result of a crime.

As a condition of taking time off, employees may be required to provide reasonable advance notice if feasible and, under certain circumstances, may be required to provide documentation establishing the right to such time off. Acceptable documentation may include a police report, court order, a doctor's or counselor's note or similar document.

Employees may also request changes in the workplace as an accommodation to ensure safety at work. Examples of potentially reasonable accommodations within the workplace may include, but are not limited to, changing, or installing locks, changing an employee's shift or work phone number, transfer or reassignment, or assistance in keeping a record of incidents related to this leave. The Practice may also request proof or a signed statement from the employee certifying that the request for an accommodation is consistent with the purpose of this policy. The Practice will make every effort to make reasonable accommodations and maintain the confidentiality of any employee requesting such leave.

The Practice will not retaliate or discriminate against any employee because they are a victim of a crime or abuse or for exercising any right detailed under this policy. Complaints of unlawful discrimination or retaliation can be filed with the Labor Commissioner's Office.

Leave for this purpose is unpaid, however, employees may elect to apply any earned but unused PTO but are not required to do so.

### **TIME OFF FOR VICTIM OF CERTAIN FELONIES**

An employee who is the victim of certain crimes (violent felonies, felony thefts and serious felonies as defined by law) or is the immediate family member, registered domestic partner or child of the registered domestic partner of such a victim will be given time off as necessary to attend judicial proceedings in relation to the crime. As a condition of taking time off, employees may be required to provide reasonable advanced notice if feasible and documentation establishing the right to such time off. The Practice will make every effort to maintain the confidentiality of any employee requesting crime victim leave.

Leave for this purpose is unpaid. You may elect to use any earned but unused PTO but are not required to do so.

### **TIME OFF TO ATTEND COURT PROCEEDINGS FOR CERTAIN CRIMES**

The Practice will allow time off for employees to appear in court to be heard at any proceeding in which a right of the victim is at issue. The victim may be the employee, spouse, parent, child, sibling, or guardian. The crimes to which this time off applies is extensive. You should ask the Administrative Office Manager about your particular circumstances.

As a condition of taking time off, employees may be required to provide reasonable advance notice if feasible and documentation establishing the right to such time off. The Practice will make every effort to maintain the confidentiality of any employee requesting such leave. Leave for this purpose is unpaid, however, employees may elect to apply any earned but unused PTO but are not required to do so.

## **VOLUNTEER CIVIL SERVICE LEAVE**

If you are a volunteer firefighter, a reserve peace officer or emergency rescue personnel and intend to perform emergency duty during work hours, please alert a representative of the Practice so that we are aware of the fact that you may have to take time off to perform emergency duty. In the event you need to take time off for emergency duty, please alert your supervisor before leaving the Practice premises. Leave for this purpose is unpaid, however, you may elect to apply any earned but unused PTO but are not required to do so.

## **VOLUNTEER CIVIL SERVICE TRAINING LEAVE**

If you are a volunteer firefighter, a reserve peace officer or emergency rescue personnel, you will be permitted to take temporary leaves of absence for the purpose of engaging in fire, law enforcement or emergency rescue training. This amount of leave permitted will not exceed an aggregate of 14 days per calendar year. Leave for this purpose is unpaid, however, you may elect to apply any earned but unused PTO but are not required to do so.

## **TIME OFF FOR VOTING**

Employees who are registered voters and who lack sufficient time outside of work to vote in any statewide election will be provided with up to two hours of paid time off at the beginning or end of the day for this purpose. You must give the Practice at least two working days' notice when time off under this policy is required. You may be requested to bring a copy of your voting receipt upon your return.

The maximum number of hours that will be paid is two hours. Any additional time necessary for this purpose is unpaid, however, employees may elect to apply any earned but unused PTO but are not required to do so.

## **WORKERS' COMPENSATION LEAVE**

If you are temporarily totally disabled due to a work-related illness or injury, you will be placed on workers' compensation leave. The duration of your leave will depend upon the rate of your recovery and the business needs of the Practice. Workers' compensation leave will run concurrently with any other applicable medical leave of absence.

### **IN CLOSING**

Many Practice policies and employee benefits have been outlined only briefly in this Handbook. If you have any questions or want more information, contact the Administrative Office Manager. It is your responsibility to learn the Practice policies.

## **ACKNOWLEDGMENT & AGREEMENT (EMPLOYEE COPY)**

I have received my copy of Vista Complete Care, Inc.'s Employee Handbook. I have read and understand each of the policies in the Handbook and agree to abide by the Practice's policies. This is to acknowledge that this Handbook sets forth the terms and conditions of my employment, as well as my rights, duties, responsibilities, and obligations of my employment with the Practice. I further understand that I am bound by the provisions of this Employee Handbook.

I understand and agree that my employment is at-will and may be terminated by me or the Practice with or without advance notice and with or without "cause" unless I have a fully executed employment contract with the Practice, signed by the Owner of the Practice, that specifically states otherwise. This Acknowledgment and Agreement sets forth the entire agreement between the Practice and me regarding the nature of my employment and is the final expression of our agreement. This Acknowledgement and Agreement supersedes any and all prior agreements or understandings, written or oral, regarding the nature of my employment.

I understand and agree that my at-will status can be changed only by a written employment agreement signed by the Owner of the Practice and me that expressly provides for a relationship other than at-will employment.

I understand and agree that, except for the at-will relationship and the arbitration agreement, the Practice may change any policy or practice and/or my hours, wages, working conditions, job assignments, position, title, compensation rates and benefits in its sole discretion.

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*Employee Name*

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*Employee Signature*

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*Date*

This copy remains with Handbook for employee's reference.

**ACKNOWLEDGMENT & AGREEMENT (EMPLOYER COPY)**

I have received my copy of Vista Complete Care, Inc.'s Employee Handbook. I have read and understand each of the policies in the Handbook and agree to abide by the Practice's policies. This is to acknowledge that this Handbook sets forth the terms and conditions of my employment, as well as my rights, duties, responsibilities, and obligations of my employment with the Practice. I further understand that I am bound by the provisions this Employee Handbook.

I understand and agree that my employment is at-will and may be terminated by me or the Practice with or without advance notice and with or without "cause" unless I have a fully executed employment contract with the Practice, signed by the Owner of the Practice, that specifically states otherwise. This Acknowledgment and Agreement sets forth the entire agreement between the Practice and me regarding the nature of my employment and is the final expression of our agreement. This Acknowledgement and Agreement supersedes any and all prior agreements or understandings, written or oral, regarding the nature of my employment.

I understand and agree that my at-will status can be changed only by a written employment agreement signed by the Owner of the Practice and me that expressly provides for a relationship other than at-will employment.

I understand and agree that, except for the at-will relationship and the arbitration agreement, the Practice may change any policy or practice and/or my hours, wages, working conditions, job assignments, position, title, compensation rates and benefits in its sole discretion.

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*Employee Name*

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*Employee Signature*

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*Date*

Return this copy to the Administrative Office Manager.