



**7th Avenue**  
Center LLC

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# **EMPLOYEE HANDBOOK**

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Revised Edition  
**August 2015**

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To 7th Avenue Center, LLC Employees:

Welcome! As an employee of 7th Avenue Center, I hope that you will find your experience with us to be rewarding. We believe that the quality of our service is directly related to the quality of our employees. We carefully select each new employee and strive to provide an enriching, growth-oriented work environment. In turn, we expect our employees to directly contribute to making a difference in the lives of those we serve.

This handbook contains important information and guidelines regarding the Company, our policies, practices, employee benefits and the principles under which we operate. Although some policies are mandated by state or federal law, this handbook reflects our internal values and convictions on how we, as a community, will work with one another.

We believe that your review and understanding of this handbook is essential to your positive work experience at the Company. Please read it thoroughly. Understandably, you will have questions throughout the course of your employment. We encourage you to direct your questions first to your manager. If your manager is unable to answer your questions, you may speak with me.

Congratulations on becoming part of our team!

Ann M. Butler  
President

**Important Note:** The information in this handbook supersedes and replaces all previously communicated policies and practices, both in written and verbal form. No employee handbook can anticipate every circumstance or question about policy. In the future it may be necessary to make changes to policies described in the handbook. We therefore reserve the right to revoke, suspend or modify all policies and procedures (except those pertaining to employment at will) at any time, with or without notice. The policies stated in this handbook do not establish a contract or any particular terms or conditions of employment between you and the Company and none are intended to constitute a promise of continued employment. If the Company adds to or modifies its policies in any way, the revised policies will apply to you with the same force and effect as those set forth herein.

## **ABOUT 7th AVENUE CENTER**

7th Avenue Center is a secure 99-bed facility licensed and program certified by the State of California, Department of Health Care Services as a Mental Health Rehabilitation Center (MHRC). We provide psycho-social rehabilitation programming and 24-hour nursing services to individuals with mental disabilities. Our program includes 10 to 12 hours of structured groups and activities per day and involves the services of many skilled professionals including psychiatrists, physicians, nurses, mental health workers, housekeepers, and maintenance, laundry and dietary staff.

## **OUR MISSION**

**7th Avenue Center** will conduct business in a manner that maintains quality services.

**7th Avenue Center** will develop professional services to meet the needs of our community.

**7th Avenue Center** strives to establish a successful partnership with residents, staff, agencies and other service providers to attain the highest level of outcome-based care.

**7th Avenue Center** will operate in a culturally competent manner and with an absolute respect for the confidential relationship between the agency, the agency's personnel, and the individuals of the agency's services.

## **THE 7th AVENUE CENTER PHILOSOPHY**

7th Avenue Center strives to assist each resident with their efforts to gain hope and achieve the highest level of mental, social and physical wellness. We will achieve this goal with quality care and services that are consistent with, or exceed, the best practices in the behavioral health field.

We recognize individual autonomy and we support each resident's right to determine their personal goals. We strive to provide an atmosphere of warmth, hope and fulfillment. It is our intent to create an environment that builds and preserves the personal dignity of each individual, whether resident or staff.

## **CUSTOMER SERVICE**

At 7th Avenue Center, our goal is to leave a positive, lasting impression with both the consumers and the health and behavioral health professionals who interact with us. We accomplish this with caring and professional employees who strive to provide exceptional customer service by not only meeting, but also exceeding the clients' and other agencies' expectations in every way possible.

What we say to the clients and other agencies and how we say it are the basic building blocks to exceptional customer service. All of us should constantly look for opportunities to enhance the satisfaction of our customers. This requires a committed, team approach. We are all expected to accommodate clients and the Agencies' requests and needs as they arise. The primary tools in accomplishing this are knowledge of your job, the products and services we provide our customers, and your attitude when delivering that knowledge, service or product. Remember to always interact with our customers in the most pleasant and professional manner. In a culturally competent manner, provide services to all residents without regard to race, color, creed, national origin, marital status, sexual orientation, age, sex, religion, and disability or payment status.

## **OPEN DOOR POLICY**

At one time or another, you may have a question, concern or suggestion about your job, your working conditions, or other issues relating to our operations or your employment. Your questions, concerns and suggestions are always welcome. You should feel free to address your questions, concerns and suggestions to your supervisor, the Human Resources department or any representative of management with whom you feel comfortable. While we cannot guarantee that we will address every situation to your satisfaction, 7th Avenue Center will consider your question, concern or suggestion and respond to you as soon as we are able to do so.

Our primary concern at all times should be customer satisfaction. Clients and other agencies neither want nor need to learn of our internal affairs. If problems or difficulties arise, communicate directly with management, who will work with you to resolve them.

## **PROBLEM SOLVING**

Every day, employees are solving problems on the job. Most problems are resolved between you and your coworkers or manager. If a coworker is involved and you can't resolve the problem, let the coworker know you plan to talk with your manager, and offer them the chance to come with you. Often, having all parties on hand can help solve a problem quickly. This is the preferred way of problem solving and we encourage you to talk to the people involved—your coworker and/or manager—as the most direct way to get problems solved. When problems are discussed openly and honestly, acceptable solutions can often be found.

There may be times, however, when you experience a problem or concern that you believe may not get resolved effectively using the above method. Do not allow problems to grow out of proportion. Instead, use the following procedure to help solve a problem in a constructive way.

You may approach any member of management to start the problem solving process. Every manager is expected to respond to employee concerns as promptly as possible. The manager will ask you to submit a written statement of the facts, the steps you have taken to resolve the problem and the outcome you would like to see. The problem will be investigated and will be kept as confidential as possible. Only those on a need-to-know basis will be informed.

Once all of the facts have been gathered and the investigation is completed, you will meet with those involved to discuss the resolution. If you are not satisfied with the decision, you may request a member of Senior Management to review the problem and the resolution. Senior Management will make a decision based on all the facts and this decision will be binding.

This process is in place because we value you as an employee and want you to have the opportunities you need to succeed. You have a responsibility to yourself and to the Company to take the steps necessary to resolve problems effectively. No action will be taken against you for trying to solve your problem constructively.

## **FRONT ST. ADMINISTRATIVE SERVICES, LLC**

Front St. Administrative Services, LLC (FSAS), referred to as the 'Main Office', is partnered with 7th Avenue Center by supplying administrative support such as payroll, human resources, billing, accounts receivable and accounts payable, and other administration services. The Main Office assists the Company in providing its exceptional customer service to its residents, employees, vendors and other community members.

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## **SECTION I: EMPLOYMENT PRACTICES**

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### **I.1 AT WILL EMPLOYMENT**

Employment is at will: neither you nor the Company is bound to continue the employment relationship and either may choose to end the relationship at any time. Additionally, other terms and conditions of employment such as compensation, benefits, title, duties, and discipline may be modified at the discretion of the Company. The policy of at will employment may be modified only in writing, signed by both the employee and the Company's owner, and must specifically cite the policy and identify itself as a modification.

### **I.2 EQUAL EMPLOYMENT OPPORTUNITY**

In order to provide equal employment and advancement opportunities to all individuals, employment decisions are based on merit, qualifications and abilities. Except where required by law, employment practices will not be influenced or affected by an applicant's or employee's race, color, religion, sex, gender, gender expression, gender identity, national origin, ancestry, age, marital status, medical condition, sexual orientation, physical disability, mental disability, military and veteran status, genetic information or any other characteristic protected by law. This policy governs all aspects of employment including selection, job assignment, compensation, discipline, termination and access to benefits and training.

It is the Company's intent to comply with the provisions of state and federal disability anti-discrimination requirements, and to make reasonable accommodations for qualified individuals with known disabilities. If you feel you need reasonable accommodations to perform the essential functions of your job, contact your manager.

If you have questions or concerns about any type of discrimination in the workplace, notify your manager, director, or Human Resources. You can raise concerns or file complaints without fear of reprisal. Anyone engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment. If you feel that you have been subjected to discrimination, file a written complaint with your manager or Human Resources promptly.

### **I.3 NEPOTISM POLICY**

7th Avenue Center's Nepotism Policy is intended to ensure effective supervision and positive morale in the workplace. The policy seeks to avoid the perception of favoritism, conflicts in loyalty, discrimination, the appearance of impropriety, and conflicts of interest.

This policy prohibits relatives of employees from working in the same chain of command. "Relatives" are defined as spouses, registered domestic partners, parents, children, sisters, brothers, mothers, fathers, grandparents, nephews, nieces, cousins and spouses of these individuals. "Working in the same chain of command" is defined as two relatives having a supervisory relationship. In addition to supervisors and managers, positions with responsibilities that include Human Resources and/or access to finances are prohibited from having relatives or roommates in the Company or dating within the Company. Only the Owner/President may approve any changes to the Nepotism policy.

If employees are in violation of this policy, 7th Avenue Center will attempt to reassign one of the employees to another position for which he or she is qualified. If no such position is available, one of the employees will be required to leave 7th Avenue Center. In the event that no alternative position is available and neither employee voluntarily leaves 7th Avenue Center, the

employee with lesser seniority will be terminated. This policy supersedes and replaces all previously communicated policies and practices, both in written and verbal form.

#### **I.4 IMMIGRATION LAW COMPLIANCE**

The Company is committed to employing only persons who are authorized to work in the United States, and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the Company within the past three years or if their previous I-9 is no longer retained or valid. Employees with questions or seeking more information on immigration law issues are encouraged to contact Human Resources. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

#### **I.5 EMPLOYMENT CLASSIFICATIONS**

There are employment classifications that determine your employment status and benefits eligibility, though these classifications do not guarantee employment for any specified period of time. You are designated as either NON-EXEMPT or EXEMPT from federal and state wage and hour laws. NON-EXEMPT employees are entitled to overtime pay and other provisions of federal and state wage and hour laws. EXEMPT employees are excluded from overtime and other specific provisions of federal and state wage and hour laws.

In addition to the above classifications, each employee will belong to one of the following employment categories:

##### **Regular Full-Time**

Regular full-time employees are regularly scheduled to work 30 hours or more per week and are not assigned to a temporary status.

##### **Regular Part-Time**

Regular part-time employees are regularly scheduled to work less than 30 hours per week and are not assigned to a temporary status. Part-time employees are eligible for statutory benefits but are not eligible for most of the employer sponsored benefits (see Section III: Employee Benefits).

##### **On-Call**

On-Call employees are those who are not scheduled on a regular basis, and work only as needed or on an intermittent basis. Normally an on-call employee's schedule fluctuates with the staffing needs of a department. On-Call employees are eligible for all statutory benefits (such as Social Security, Workers' Compensation insurance, paid sick leave and similar benefits). On-Call employees retain the on-call status unless and until notified of a change in writing. If an employee's on-call status is changed to Regular status, such employees will begin eligibility for applicable Company benefits from the date of entering into Regular status.

##### **Temporary**

Temporary employees are those who are hired as interim replacements to temporarily supplement the work force or to assist in the completion of a specific project of a limited duration. Although a temporary position has an established length of time, there is no guarantee



that a temporary position will be retained throughout the entire period of the assignment. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees are eligible for all statutory benefits (such as Social Security, Workers' Compensation insurance, paid sick leave and similar benefits). Temporary employees retain that status unless and until notified of a change in writing. If Temporary status is changed to Regular status, such employees will begin eligibility for Company benefits from the date of entering into Regular status.

## **I.6 EMPLOYMENT APPLICATIONS**

All employees are required to fully complete the Company's Employment Application. The Company relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination from employment.

## **I.7 LICENSES AND PROFESSIONAL REGISTRATION**

The Company complies with federal, state and accrediting agency guidelines and requires employee's to provide and maintain a valid, current copies of any registration, certifications, diplomas or licenses applicable to the employee's specific position.

## **I.8 FINGERPRINTING AND BACKGROUND CHECKS**

All employees must be fingerprinted. Employment is contingent on clearance through the State of California Department of Health Care Services. State Licensing, upon review of the applicant's fingerprints and criminal record, may demand the employee be immediately removed from the facility.

**All employees must be processed through the Office of Inspector General (OIG) Exclusions Database, Medi-Cal Suspended and Ineligible Provider List and Systems for Award Management (SAM) Exclusions Database websites prior to hire and on a monthly basis thereafter. Positive matches in these websites may result in loss of consideration for employment or, if the employee has started work, termination of employment.**

## **I.9 HEALTH SCREENING**

All employees must be in good physical health and mentally capable of performing assigned tasks. Offers of employment are contingent upon passing a health screening and a tuberculosis test. Tuberculosis tests with successful clearance are required annually thereafter.

## **I.10 WAGE INFORMATION ORDER**

7th Avenue Center will provide wage information to all non-exempt employees at the time of hire. This includes pay and basis (hourly, by a shift, day week, salary, piece, commission or otherwise), including applicable overtime rates. Also included are allowances, regular payday, name of employer, including any DBA (doing business as), physical address of employer, phone number and Workers' Compensation carrier. Any change of wages will be provided in writing within seven days of the change.

## **I.11 INTRODUCTORY PERIOD**

All new regular employees work on an introductory basis for the first 90 days. On-Call positions work on an introductory basis for the first six months. The introductory period is intended to give you the opportunity to demonstrate your ability to achieve a satisfactory level of performance and to determine whether the new position meets your expectations. This period is also used to evaluate your capabilities, work habits, and overall performance. Successful completion of the introductory period for certain positions may be eligible for a wage increase. However, successful completion of the introductory period does not guarantee a wage increase or continued employment. Due to the many assessments occurring during the introductory period, promotions and transfers are not considered during this time. Either you or the Company may end the employment relationship at will, at any time during or after the introductory period, with or without cause or advance notice.

A significant absence may extend the introductory period. If it is determined that the designated introductory period does not allow sufficient time to thoroughly evaluate your performance the introductory period may be extended for a specified length of time.

## **I.12 PERFORMANCE REVIEWS**

We all strive for a common goal of excellence; therefore the evaluation of your performance is an ongoing process. The purpose of these reviews is to let you know the areas in which you have performed well, in addition to areas where improvement is needed to meet the established standards.

We will endeavor to conduct a written appraisal of your performance on or about the completion of your introductory period and annually thereafter. Performance reviews may also be conducted at other times during your employment. Satisfactory performance reviews do not guarantee increases in salary, promotions or continued employment.

Evaluations will be reviewed in a private meeting between you and your manager. You will see the evaluation, have the opportunity to make written comments, sign the evaluation and receive a copy.

This formal review is not necessarily the only time job performance is discussed. If you have any questions about your performance or improving your performance, discuss your questions with your manager in private. We have an open door policy with regard to personnel matters and welcome your comments anytime.

## **I.13 COMPENSATION**

The ability to provide wage increases is determined by the financial condition of the Company. Compensation is determined by the performance and abilities of the employee, with special consideration given to the quality of duties performed, degree of responsibility connected with the employee's position and/or specialized skills and education. Additional considerations include, but are not limited to, punctuality, absenteeism, teamwork, productivity, efficiency, written and verbal communication skills and customer and/or interpersonal skills. Pay increases are not awarded simply for time in position.

## **I.14 PROMOTIONS AND TRANSFERS**

The Company wishes to promote the professional growth of all employees and will consider promotions or transfers when a job becomes available. However, the Company seeks to fill all

positions with the most qualified individuals and does not grant any preference to existing employees when seeking to fill vacant positions.

7th Avenue Center encourages employees to develop a broad understanding of our business and we know that can often be achieved by inquiring about, and working in, various positions and facilities throughout the organization. We also understand the strain that promotions and transfers can put on a department when a position must be filled. The following guidelines are used when assessing a promotion or transfer request:

- Any employee, who has been with the Company for at least 90 days and believes they match the qualifications described in a job posting, may apply in confidence for the position by contacting the hiring manager.
- Employees are required to go through the same selection process as outside candidates.
- Employees applying for the position will interview with the hiring manager.
- Unqualified employees will have a follow-up meeting with the hiring manager who will provide the employee with feedback about what training and/or experience are needed to qualify in the future.
- If the employee is qualified and the hiring manager wants to consider the employee for the next step, the hiring manager will contact their supervisor to discuss.
- If the job is offered and the employee accepts the position, a transition plan will be developed by the employee and their old and new managers.

### **I.15 EMPLOYEE HOTLINE**

The Company has established a confidential employee hotline. This hotline can be reached by calling (831) 420-1059. You are strongly encouraged to use this number at any time to report any item of concern, any misconduct or anything that threatens the wellbeing of any resident or staff member of the Company. In addition, this hotline should be used to report any fraud or criminal activity that you suspect. ONLY a Senior Executive or Human Resources reviews messages left on the employee hotline.

### **I.16 EMPLOYEE SUGGESTIONS**

The Company encourages employees to submit suggestions to their managers for improving quality, service, efficiency, safety, cost reduction, the work environment or changes in Company policies or procedures. All suggestions will be carefully evaluated and responded to in a timely manner. Suggestions may also be submitted anonymously.

### **I.17 STAFF MEETINGS**

All employees, unless excused by management, are required to attend staff meetings. Non-exempt employees who are required to attend meetings outside their normal schedule will be paid a minimum of two hours for their time attending the meeting.

## **I.18 MANDATED SUSPECTED ABUSE REPORTING**

**All 7th Avenue Center employees are legally mandated reporters.** All of our residents are dependent adults or elders. Therefore, all staff must obey abuse reporting laws. Below are the procedures which must be followed:

- Upon hire, management explains our mandate to report suspected abuse to new employees.
- The employee signs the "Statement Acknowledging Requirement to Report Suspected Abuse of Dependent Adults and Elders", form SOC 341A.
- A copy is given to the employee and a copy is kept in the employee's personnel file.
- SOC341 "Report of Suspected Dependent Adult/Elder Abuse" is used to report an incident or allegation.
- Forms are located in the staff offices. Reporting requirements are listed on the reverse side of the form.
- Staff is responsible to directly report all abuse allegations to Law Enforcement, the Ombudsman, and the Adult Protective Agency. Failure to report an incident, or any attempt to cover up an incident, jeopardizes the agency's licenses and may result in disciplinary action up to and including termination. Staff may also face personal legal consequences for failure to report abuse allegations.
- Senior Management must be notified in the event of a suspected abuse allegation.
- Copies of the form must be sent to the Main Office.

## **I.19 TRAINING & CONTINUING EDUCATION**

Training requirements vary by position and work location and are defined in each job description. All staff will be given on-the-job training when needed and may be required to attend continuing education classes to meet or exceed the initial and on-going training requirements per applicable regulations. In-house, community, and other types of classes will be available to employees based on the nature of the course and the relatedness to your job. Failure to meet the minimum necessary training requirements may result in disciplinary actions up to and including termination.

## **I.20 ACCESS TO PERSONNEL FILES**

Personnel files are the property of the Company and access to the information they contain is restricted. Generally only management personnel with a legitimate reason to review information in a personnel file are allowed to do so. If you wish to review your own personnel file or request a copy you may do so in writing with reasonable advance notice, and in the presence of authorized management personnel. Upon request, the Company will provide personnel files as soon as reasonably possible and no later than 30 days from the date of the request.

## **I.21 INFORMATION CHANGES**

It is your responsibility to promptly notify the Company of any changes in important information such as telephone number or emergency contact information. Other information such as changes in name, address or marital status requires a new completed W-4.

## **I.22 EMPLOYMENT SEPARATION / RESTRUCTURING**

We hope you find your employment relationship with the Company rewarding and satisfying. However, separation of employment is an inevitable part of employment. Upon separation, all Company property, including keys, cell phones, pagers, uniforms, manuals, and other items and documents, must be returned. Management may schedule an exit interview to allow you to communicate your views on your work experience with our Company including job requirements, general operations, and training provided. Below are examples of the more common circumstances under which employment is separated:

### **Resignation**

Resigning employees need to submit their resignation in writing, and are asked (not required) to give no less than a two week notice. Managers and employees in key positions are asked (not required) to provide four weeks written notice of their intention to resign employment. Circumstances may exist where the Company may exercise its right to accept a resignation immediately or to accelerate the final date of employment.

Employees who fail to report to work for three consecutive scheduled work shifts without proper notification will be considered to have abandoned their job and to have voluntarily resigned.

### **Restructuring / Reduction in Force / Termination**

Under some circumstances, the Company may need to restructure, reduce its workforce or terminate employment. If it becomes necessary to restructure our operations or reduce the number of employees, we will attempt to provide advance notice to minimize the impact on those affected. If possible, employees subject to restructure or reductions will be informed of the nature and the foreseeable duration of the restructure or reduction.

## **I.23 EMPLOYMENT REFERENCE CHECKS**

Any and all inquiries regarding current or former employees that are received either by telephone or in writing, regarding an employment reference check, are to be referred to Human Resources. No employees of 7th Avenue Center may provide (either on or off the record) any information regarding current or former employees.

## **I.24 SOLICITATION, DISTRIBUTION, AND BULLETIN BOARDS**

Employees may engage in solicitation on Company premises only during their non-working time. Non-working time means time during meals or breaks and before or after work.

Employees may distribute or circulate non-Company written materials only during non-working time and only in non-work areas. If an employee is not certain whether an area is a work or non-work area, they should consult their immediate supervisor for clarification.

Solicitation or distribution in any way connected with the sale of any goods or services for profit is strictly prohibited on Company property at any time. Similarly, solicitation or distribution of literature for any purpose by non-employees is strictly prohibited on Company property at any time.

Employees are prohibited from using the Company's e-mail system at any time to solicit, distribute or circulate non-Company materials, or to engage in solicitation or distribution in any way connected with the sale of any goods or services for profit.

The Company has bulletin boards located in the facility for the purpose of communication with employees. Postings on these boards are limited to Company-related materials including

statutory and legal notices, safety and disciplinary rules, Company policies, memos of general interest relating to the Company, local operating rules and other items. All postings require the prior approval of the Director. No postings will be permitted for any other purpose.

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## **SECTION II: EMPLOYEE CONDUCT AND WORK RULES**

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### **II.1 CODE OF CONDUCT**

To ensure orderly operations and provide the best possible work environment, we expect all employees to follow the rules of conduct listed below, protecting the interests and safety of you, your co-workers, residents, customers and the Company. You are required to report any violations of the rules of conduct by any individual to your manager. It is not feasible to list all the forms of behavior that are considered unacceptable in the workplace. Accordingly, conduct that is unacceptable in 7th Avenue Center's opinion, whether or not specifically listed below, may result in discipline up to and including termination.

- a) Verbal or physical abuse or neglect of a resident.
- b) Failure to provide appropriate care.
- c) Disclosing confidential information (including written and verbal communication) to unauthorized individuals.
- d) Any unauthorized touching of a resident.
- e) Failure to restrict unauthorized access to secured areas of the facility.
- f) Failure to report a familial relationship with a client.
- g) Entering into a relationship with a client or the family member of a client.
- h) Sleeping during your shift.
- i) Leaving your shift unattended.
- j) Unexcused or excessive absences or tardiness. (See II.7 Attendance and Punctuality).
- k) Neglecting duties and/or repeatedly using poor judgment.
- l) Inappropriate interaction with clients, including but not limited to meeting clients or ex-clients off the premises socially.
- m) Fraud in securing employment.
- n) Gratuities may only be accepted on behalf of the Company and must be reported to management.
- o) Theft or inappropriate removal or possession of property, goods or medications of residents, other staff or the Company.
- p) Falsification of timekeeping records.
- q) Working under the influence of alcohol or illegal drugs.
- r) Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty or off duty, or while operating employer-owned vehicles or equipment.
- s) Fighting or threatening violence.
- t) Boisterous or disruptive activity.
- u) Negligence or improper conduct causing damage to Company-owned or client-owned property.
- v) Insubordination or other disrespectful conduct.
- w) Violation of safety or health rules.
- x) Sexual or other unlawful harassment.
- y) Possession of dangerous or unauthorized materials, such as explosives or firearms.

- z) Unauthorized use of telephones, fax machines, mail systems, copiers, computers, or other Company-owned equipment.
- aa) Unauthorized disclosure of proprietary or confidential information.
- bb) Unsatisfactory performance such as reoccurring medication errors (See II.2 Corrective Action).
- cc) Personally providing gifts, loans, or monetary rewards to clients.
- dd) Providing personal information to clients such as personal phone numbers or e-mail addresses.
- ee) Creating a hostile work environment through actions towards fellow employees or management.
- ff) Failure to report events, including client incidents, injuries and/or accidents.

## **II.2 CORRECTIVE ACTION**

7th Avenue Center will ordinarily give notice of problems with conduct or performance in order to provide an opportunity to correct those problems. This may include verbal counseling, written counseling, suspension or termination as appropriate for the specific situation. Certain conduct or performance problems may result in termination even for the first offense. As mentioned throughout this handbook, your employment with 7th Avenue Center is always at-will and either you or 7th Avenue Center may terminate the employment relationship without notice or warning.

## **II.3 PROHIBITED HARASSMENT**

7th Avenue Center is committed to providing all of its employees a work environment free of harassment. For purposes of this policy only, "employee" includes applicants, unpaid interns, volunteers, and persons providing services to 7th Avenue Center pursuant to a contract. Company policy prohibits any harassment including but not limited to: sexual harassment or harassment based on race, color, national origin, ancestry, religion, gender, gender expression, gender identity, sexual orientation, marital status, medical condition, physical or mental disability, age, military and veteran status, genetic information or any other characteristic protected by law. The Company's anti-harassment policy applies to all persons involved in or with the Company.

### **Sexual Harassment Defined**

Sexual harassment prohibited by this policy includes any unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature. The following is a partial list of conduct considered sexual harassment:

- a) Submission to such conduct is made a term or condition of employment or submission to or rejection of such conduct is used in employment decisions affecting the individual.
- b) Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.
- c) Unwanted sexual advances.
- d) Offering employment benefits in exchange for sexual favors.
- e) Making or threatening retaliation after a negative response to sexual advances.
- f) Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters.
- g) Written communications of a sexual nature distributed either by hard copy or computer;



- h) Verbal sexual advances or propositions.
- i) Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, epithets, slurs, sexually explicit jokes, suggestive or obscene letters, notes or invitations.
- j) Physical conduct such as touching, assault, impeding or blocking movements.
- k) Retaliation for making or threatening to make harassment reports, or for participating in an investigation into harassment allegations.

### **Other Types of Harassment**

Harassment based on race, color, national origin, ancestry, religion, gender, gender expression, gender identity, physical or mental disability, age, military and veteran status, marital status, medical condition, sexual orientation, genetic information or any other characteristic protected by law is prohibited. Such prohibited harassment includes but is not limited to the following examples of offensive conduct:

- a) Verbal conduct such as threats, epithets, derogatory comments or slurs or bullying.
- b) Visual conduct such as derogatory posters, photographs, cartoons, drawings or gestures.
- c) Written communications containing statements that may be offensive to individuals, such as racial or ethnic stereotypes or caricatures.
- d) Physical conduct such as assault, unwanted touching or blocking normal movement.
- e) Retaliation for making or threatening to make harassment reports, or for participating in an investigation into harassment allegations.

### **Harassment Complaint Procedure**

Any employee who believes they have been subjected to harassment is encouraged to tell the harasser to stop the unwanted behavior. If the harassment continues, or if the employee does not feel comfortable confronting the alleged harasser, **the employee is required to immediately report the behavior to a manager or to Human Resources.** Employees aware of harassing conduct committed or suffered by others in the work place are required to report the incident to a manager or Human Resources.

Complaints should include details of the incident(s), names of individuals involved, and any witnesses. Managers must immediately refer all harassment complaints to the Director or Human Resources. The Company will conduct an immediate, thorough and objective investigation of any harassment claims. If it is determined that harassment has occurred, a decision regarding the alleged harassment will be made and communicated to the person claiming harassment as soon as is practical. Appropriate action will be taken against the party. The type of discipline administered to the harasser will be dependent upon the severity of the conduct, as well as any other factors presented in the particular circumstances. Any employee violating the policy will be subject to discipline up to and including termination to ensure that the conduct will not re-occur.

The Company strictly prohibits retaliation against any person for using this complaint procedure, reporting harassment, or for filing, testifying, assisting or participating in any manner in an investigation, proceeding or hearing conducted by a government enforcement agency or the Company.

Retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to

make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

### **Liability for Harassment**

Any employee who engages in harassment may be held personally liable. The Company does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequence of the discharge of one's duties. Accordingly, to the extent permitted by law, the Company reserves the right not to provide a defense or pay damages assessed against employees for conduct in violation of this policy.

### **Additional Enforcement Information**

In addition to the Company's internal complaint procedure, the Federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment & Housing (DFEH) both investigate and prosecute complaints of harassment in regards to employment. Employees who believe that they have been harassed may file a complaint with either of these agencies. Both the EEOC and the DFEH serve as neutral fact finders and attempt to help the parties voluntarily resolve disputes. For more information, contact your manager, the Director, Human Resources Department or the nearest office of the EEOC or DFEH.

## **II.4 INVESTIGATIONS**

It is compulsory for an employee to participate in investigations, including investigations into harassment claims. The Company prohibits retaliation against any person involved in an investigation. Withholding or providing false information during an investigation may result in disciplinary action up to and including termination.

## **II.5 SMOKING**

Smoking, including e-cigarettes, is only permitted in designated smoking areas outside and away from the building. Employees are not permitted to smoke with clients.

## **II.6 DRUGS & ALCOHOL**

7th Avenue Center provides a drug-free, healthy, and safe workplace. Therefore, all employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. While on Company premises or conducting business related activities, no employee may use, possess, distribute, sell, or be under the influence of alcohol or engage in the unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs. Violations of this policy may lead to disciplinary action, up to and including termination of employment. Violators may also have legal consequences.

The legal use of prescribed drugs is permitted on the job only if it does not impair your ability to safely perform the essential functions of your job effectively. It is your responsibility to notify your supervisor of any prescribed drug that might impair your ability to perform your job.

## **II.7 ATTENDANCE AND PUNCTUALITY**

To maintain a safe and productive work environment, the Company expects all employees to be dependable in their attendance and to be punctual in reporting for their scheduled work shifts. The following guidelines are used to evaluate tardiness and or/absenteeism on a monthly basis.

The guidelines below are based on a 40 hour per week schedule and may be adjusted for schedules with fewer hours.

### **Unexcused – Absence**

- 1-2 day absent            verbal warning
- 3-4 days absent        unacceptable – written warning  
(unless no call-no show for 3 consecutive shifts, see below)
- Over 4 days absent    probation period, suspension or termination at Company discretion

### **Unexcused - Tardy**

- 2-3 tardy                minimally acceptable, verbal warning
- 4-5 tardy                unacceptable – written warning
- Over 5 tardy            probation period, suspension or termination at Company discretion

Absenteeism and tardiness place a burden on other employees and on working operations. In the event that you become aware of an anticipated tardiness or absence you must notify the employee on duty before your shift as soon as possible and no later than **two hours** prior to the beginning of your scheduled shift.

The first twenty four hours of absences due to diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member, or for a an employee who is a victim of domestic abuse, sexual assault or stalking, are considered excused. If the need for this type of time off is foreseeable, the employee is expected to provide reasonable advance notice. If the need is unforeseeable, the employee should provide notice as soon as possible. Absences and/or tardiness beyond twenty four hours for the reasons listed above may be considered unexcused.

Unexcused absences may result in counseling or discipline up to and including termination of employment. Excessive unexcused absenteeism or tardiness shall be evaluated on a case-by-case basis. If you fail to report for work without any notification to management and your absence continues for a period of more than three consecutive work shifts, the Company will consider that you have abandoned your employment and have voluntarily resigned.

## **II.8 WORK SCHEDULES**

Work schedules for employees vary throughout our organization. Managers will advise employees of their individual work schedules. Staffing needs and operational demands, such as changes in the census, may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. Managers must approve all work schedule changes.

## **II.9 EXCHANGING SHIFTS**

Understandably there may be times when personal conflicts may arise with your scheduled work shift. Management will work with you, whenever possible, to help resolve the problem. You are not permitted, however, to exchange shifts with another employee without the prior authorization of management. Authorization to exchange shifts will depend on many factors including the frequency of request, interference with Company operations, and overtime considerations.

## **II.10 MOONLIGHTING (Supplemental Employment)**

We have no objection to you holding another job providing you can effectively meet the performance standards of your position with the Company. The additional position must not conflict with the interests of the Company or reflect adversely upon such. Supplemental employment should not result in overtime obligations. All employees will be held to the same standards of performance and scheduling demands. Exceptions cannot be made because you maintain additional employment.

## **II.11 PERSONAL APPEARANCE AND GROOMING**

Work attire and grooming should complement an environment that reflects an efficient, orderly business. We anticipate that employees will utilize good judgment in determining their dress and appearance, however due to differing opinions around what is or is not acceptable, we feel it best to provide employees with some guidelines. Extreme styles that are distracting and do not conform to our acceptable dress codes are not permitted. The following examples of appearance and attire are not acceptable:

- a) Clothing or visible tattoos containing offensive or inappropriate slogans designs or pictures. This includes any reference of gang affiliations, drugs or alcohol;
- b) No ripped or torn clothing;
- c) Un-hemmed shorts;
- d) Tank tops;
- e) Bare midriffs;
- f) Sleeveless T-shirts;
- g) Sweatpants, low rise pants or pants belted well-below the waist line;
- h) Clothing that does not cover undergarments; low cut blouses, excessive cleavage
- i) Appropriate professional open toed shoes/sandals can only be worn in appropriate facilities where safety is not an issue;
- j) Hoods may not be worn indoors;
- k) Shorts or skirts shorter than three inches above the knee;
- l) For safety purposes, employees are discouraged from wearing jewelry while working, especially hoop or dangling earrings that may be pulled from the earlobe.
- m) Managers and leads must wear professional attire at all times.

Maintain personal hygiene at all times. Hair must be clean and combed, teeth brushed and deodorant used if body odor is present and offensive to others. Always wash hands with soap and warm water after using the restroom or before preparing meals. Clothing should always be neat and clean. If you have questions or need guidance concerning attire or grooming, please speak with management.

## **II.12 CONFIDENTIALITY**

The protection of client and employee information and confidential business information is vital to our success. Such confidential information includes, but is not limited to, the following examples:

- a) Personnel Information
- b) Personal resident information including HIPAA Protected Health Information (PHI)

- c) Resident names or lists or forms with resident names
- d) Outside agency information or outside agency personnel information including home telephone numbers, addresses and pager numbers
- e) Financial information
- f) Marketing strategies

Any employee who discloses resident information, confidential business information to unauthorized individuals will be subject to disciplinary action, up to and including termination. **It is explicitly against the law to divulge resident information unless there is a signed release of information or if the information is given to authorized individuals.**

## **II.13 VEHICLE OPERATION**

Employees required to use a vehicle for work related purposes must maintain a driving record in good standing and must be insurable by the Company's insurance. Drivers must pass the Company's drivers training and read the Company's 'Drivers Training Program' prior to driving on Company business. Employees agree to enroll in the Employer Pull Notice Program (EPN) which will automatically generate a driver record. You are required to notify your manager of any motor vehicle violations.

The Company complies with all California laws regarding wireless communication devices. Employees are strictly prohibited from using cell phones, unless in "hands-free-mode". This includes placing/receiving phone calls and writing, reading or sending emails and text messages while driving. Unless it is an emergency, employees should wait until they are not driving before using their phones.

Seat belts/shoulder harnesses are to be worn at all times by the driver and all passengers. Notify management immediately if a vehicle needs repairs, tires, oil, etc. Notify your manager if gas is needed when returning the vehicle to the facility. Employees may be responsible for resolving driving violations that occur while operating their own or Company vehicles for work purposes. Refer to the Driver Training Manual for additional details.

Employees are responsible for paying tickets received while operating their own or a Company vehicle. Operating a vehicle for Company business while under the influence of alcohol, drugs or other substances is strictly prohibited. Immediately inform the Company of any vehicular accident. Failure to comply with the above policy may result in immediate termination of employment even for the first offense.

### **Vehicle Accidents**

You must stop if you are involved in an accident. Pull off the road if possible and check on the safety of the passengers. You must call 911 for any accident and obtain a police report for insurance purposes. Be prepared to show your driver's license, and insurance information. If you hit a parked vehicle, you must leave a note with the date, time, your name, insurance information and telephone number. Use the accident kit located in the Company vehicles. Always notify your manager as soon as possible.

## **II.14 USE OF EQUIPMENT**

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using Company property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and Company policies.

Please notify a manager if any equipment, machines, or tools appear to be damaged, defective, or are in need of repair. Prompt reporting of the need for repairs could prevent deterioration of equipment and possible injury. The manager can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job. Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in disciplinary action up to and including termination of employment.

## **II.15 TELECOMMUNICATONS & INFORMATION TECHNOLOGY USE & ETIQUETTE**

The Company's computers and phone systems are important assets and intended solely for business use. Conversations and electronic communications must be appropriate for a professional work setting. Employees are not allowed to use the Company's information systems in any way that may be disruptive or offensive to others, including the transmission of anything that may be construed as harassment or disparaging of others. Because of potential computer viruses and network problems, **any downloads, including software, updates, movies, music, etc., are strictly prohibited.** For its obvious inappropriateness at work, no employee is allowed to access pornographic material via the Internet.

Employees should not assume that any of their information on these systems is confidential. As a condition of initial and continued employment, all employees acknowledge the Company's right, as permitted by law, to monitor, review and/or disclose computer files, phone or e-mail messages, texts, and Internet records without notification to or permission from the employee sending or receiving the messages. Access to these systems may be conducted before, during, or after working hours, and in the presence or absence of the employee.

All usage of Company telecommunication and internet technology equipment and services, including phone calls, e-mails, and faxes, should reflect the standard of professional conduct and ethics expected as a member of the Company. E-mails, faxes and text messages must contain professional language and proper spelling and grammar. All e-mails must contain an auto-signature and a disclaimer from the sender.

In accordance with the Company's confidentiality policy, employees are not permitted to disclose confidential information to unauthorized individuals. Employees are prohibited from unauthorized use of another employee's password to gain access to voice mail, computers or computer network systems. Inappropriate use of the Company's information systems may result in disciplinary action up to and including termination.

## **II.16 TELEPHONE USE & PERSONAL MAIL**

Telephone calls are an important and essential part of our business. If your job requires you to answer the telephone, remember that the caller's entire impression of the Company may be based on your telephone manner. Be courteous and friendly and whenever possible refer to the caller by name.

Personal telephone calls placed or received should be kept to a minimum. Personal phone calls should be made during breaks or meal periods whenever possible.

Messages of an emergency nature will be delivered promptly to you and our telephones are always available for emergency use. Long distance personal calls are not permitted at the facility.

Please do not have any personal mail sent to the Company. Do not use the Company location as your personal address. The use of Company-paid postage for personal mail is not permitted.

## **II.17 PERSONAL ELECTRONIC EQUIPMENT**

All floor staff must refrain from bringing personal electronic devices inside the security doors of the building. If a personal urgent call is received on the Company's phone you will be paged and allowed to use a Company phone. Violations of this policy may lead to disciplinary action up to and including termination of employment.

At no time can photographs be taken at the facility without prior written direction of management. Violations of this policy may lead to disciplinary action up to and including termination of employment and may have legal consequences.

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## **SECTION III: EMPLOYEE BENEFITS**

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### **III.1 GENERAL**

Eligible employees at the Company are provided a wide range of benefits. A number of the programs (such as Social Security, Workers' Compensation, State Disability, and Unemployment Insurance) cover all employees in the manner prescribed by law.

In addition, the following benefit programs are also available to eligible employees: Medical, Dental and Vision Insurance, Life Insurance, Section 125, 401(k), Paid Holidays, Paid Time Off Benefits, Education Benefits, and Bereavement Benefits.

Eligible employees who elect coverage become part of the plans on the first of the month following completion of 30 days of employment. Time off benefits also have special eligibility requirements. Please refer to the applicable section for more information.

### **III.2 HEALTH INSURANCE**

Regular full-time employees are eligible for participation in 7th Avenue Center's health plan beginning the first of the month following the first 30 days from your hire date. Employees who elect to participate will contribute a portion of the premium through a payroll deduction each pay period. Employees may add dependents (including registered domestic partners) to the health plan by paying 100% of the dependent portion of the premium. Information on the plan will be forwarded to employees as they become eligible for coverage under this plan. These benefits are subject to change at 7th Avenue Center's discretion. Additional information can also be requested from the Benefit/Payroll Administrator.

### **III.3 DENTAL INSURANCE**

Regular full-time employees are eligible for participation in the Company's dental plan beginning the first of the month following 30 days from your hire date. Employees who elect to participate will contribute a portion of the premium through a payroll deduction each pay period. Employees may add dependents (including registered domestic partners) to the health plan by paying 100% of the dependent portion of the premium. Information on the plan will be forwarded to employees as they become eligible for coverage under this plan. These benefits are subject to change at the Company's discretion. Additional information can also be requested from the Benefit/Payroll Administrator.

### **III.4 VISION INSURANCE**

Regular full-time employees are eligible for participation in the Company's vision plan beginning the first of the month following 30 days from your hire date. Employees who elect to participate will contribute the entire premium through a payroll deduction each pay period. Employees may add dependents (including registered domestic partners) to the vision plan by paying 100% of the dependent portion of the premium. Information on the plan will be forwarded to employees as they become eligible for coverage under this plan. These benefits are subject to change at the Company's discretion. Additional information can also be requested from the Benefit/Payroll Administrator.



### **III.5 LIFE/AD&D INSURANCE**

Regular full-time employees are provided Life/AD&D insurance on the first of the month following 30 days from your hire date as a full time employee. This benefit is fully paid by the Company. Employees must complete enrollment forms and designate a beneficiary **when originally offered benefit coverage** to be included in the group plan.

### **III.6 SECTION 125, PREMIUM ONLY PLAN (POP)**

Employees enrolled in health insurance plans are eligible to participate in Section 125, Premium Only Plan (POP). This is an IRS approved plan that allows health insurance deductions to be deducted before payroll taxes are calculated thereby reducing gross taxable income. By reducing the amount of income on which you must pay taxes, the income reported as Social Security wages is also reduced. For some people, this may impact their Social Security benefits. You may need to consult your tax advisor to determine the value of this benefit to you. Contact the Benefit/Payroll Administrator for more information. Employees wishing to participate must complete enrollment forms at the time they elect coverage.

### **III.7 BENEFITS CONTINUATION (COBRA)**

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the Company's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, death of an employee, a reduction in an employee's hours or a leave of absence, an employee's divorce or legal separation, or a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the Company's group rates plus an administration fee. The Company provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage. The notice contains important information about the employee's rights and obligations.

### **III.8 401(k)**

Upon reaching the one-year anniversary and one thousand work hours, employees are eligible to participate in 7th Avenue Center's retirement plan. This plan allows employees to have pretax salary deductions placed into a tax-deferred account. Saving money through the plan can reduce your tax burden now even as you set aside income for retirement. Upon eligibility, you will be provided further details. Known as "The Plan", the plan features a partial employer match. For more information, please contact the Benefit/Payroll Administrator.

### **III.9 UNEMPLOYMENT INSURANCE**

If you separate employment from the Company, you may be eligible to receive Unemployment Insurance Benefits. This insurance is fully paid by the Company and administered by the State. You must file a claim with EDD in order to collect this benefit. Benefits are generally available to employees who are out of work through no fault of their own (including a reduction in hours). Contact EDD for additional information.

### III.10 EDUCATION AWARD

The Company offers educational awards for reimbursement for tuition, books and other materials for job enhancing educational courses paid solely by the employee. These awards are available to regular full time employees who have completed six months of continuous employment. The employee must complete the 'Education Award' form and receive approval from the employee's manager prior to commencement of the course. Proof of successful course completion and receipts for fees and materials paid for by employee will be required for reimbursement. The awards are as follows:

- Up to \$750.00 per year for management employees
- Up to \$500.00 per year for regular, full-time employees

Education awards do not accumulate from year-to-year. An Education Award may only be applied to classes taken in the current calendar year. Courses may not be taken during work hours. While educational assistance is expected to enhance the employee's performance and professional abilities, the Company cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increase. The Education Award program is reviewed annually to determine any changes in award reimbursement.

### III.11 HOLIDAYS

Holiday pay is provided on the following days to regular full time and regular part time employees (scheduled 20 or more hours per week) who have completed 90 days of continuous employment. Regular full time employees receive eight (8) hours of holiday pay, Regular part time employees receive four (4) hours of holiday pay.

|  |                             |
|--|-----------------------------|
| New Year's Day .....                     | January 1st                 |
| Birthday of Martin Luther King, Jr. .... | Third Monday in January     |
| Memorial Day .....                       | Last Monday in May          |
| Independence Day .....                   | July 4th                    |
| Labor Day .....                          | First Monday in September   |
| Thanksgiving Day .....                   | Fourth Thursday in November |
| Christmas Day .....                      | December 25th               |

Employee birthday .....During the pay period of the employees' birthday

The holidays listed above will be observed on the day designated by Federal proclamation.

Your birthday day off can be taken on any day within the same pay period of your actual birth date. If your birthday day off is not taken within the pay period, no birthday pay will be provided. Birthdays are not eligible for bonus pay.

- Regular non-exempt employees who work a listed holiday will receive their regular hourly rate for the first eight (8) hours worked plus
  - Full time employees will receive eight (8) hours of holiday pay
  - Part time employees (scheduled 20 or more hours per week) will receive four (4) hours of holiday pay
- Regular non-exempt employees who do not work on a holiday will receive holiday pay
  - Full time employees will receive eight (8) hours of holiday pay
  - Part time employees (scheduled 20 or more hours per week) will receive four (4) hours of holiday pay

- Regular exempt employees who work on a holiday will receive a mutually agreed upon day off within the same pay period as the holiday

If a holiday occurs during an eligible employee's pre-approved paid absence, holiday pay will be provided.

**If a non-exempt employee has an unscheduled absence on a holiday or the shift before or after a holiday, the employee may not be eligible for holiday pay without a physicians' note.**

Holiday pay is not considered "hours worked" for purposes of determining overtime.

### III.12 PAID TIME OFF (PTO) LEAVE

#### Eligibility

Paid Time Off (PTO) is available to regular full-time and regular part-time employees.

#### Accrual

The following chart outlines PTO accrual start and end times for newly hired employees and upon a change in status.

| Classification  | Accrual start/end   |
|---|---|
| New hires (Regular full time and Regular part time)             | Accruals start at the beginning of the pay period in which the 90 day anniversary occurs                        |
| New hires (on-call/temporary)                                   | Not Applicable  |
| Current employees – status change: on-call/temporary to Regular | Accruals start at the beginning of the pay period in which the change of status occurs.                         |
| Current employees – status change: Regular to on-call/temporary | Accruals stop at the end of the pay period in which the change of status occurs and all unused PTO is paid out. |

The following chart outlines PTO accruals according to length of service for an employee working 40 hours per week. Accruals are based upon paid hours up to 2080 hours per year, excluding overtime. Regular employees working less than 40 hours per week will earn PTO on a pro-rated basis. PTO does not accrue on unpaid leaves of absence or PTO cash outs. Following a change in time of eligible service date (see below), employees become eligible for the new accrual rate on the first day of the following pay period.

| Time of Eligible Service                  | Hourly Accrual | Annual Accrual<br>(based on 40 hrs/week) | Maximum Accrual          |
|---|----------------|--|--------------------------|
| Date of Hire to end of 3rd month          | 0              | 0  | 0                        |
| 4 <sup>th</sup> - 24 <sup>th</sup> month  | .05769/hour    | 15 days<br>(120 hours)                   | 22.5 days<br>(180 hours) |
| 25 <sup>th</sup> - 60 <sup>th</sup> month | .07692/hour    | 20 days<br>(160 hours)                   | 30 days<br>(240 hours)   |
| 61 <sup>st</sup> – 96 <sup>th</sup> month | .09615/hour    | 25 days<br>(200 hours)                   | 30 days<br>(240 hours)   |
| 97 <sup>th</sup> month and on             | .11538/hour    | 30 days<br>(240 hours)                   | 30 days<br>(240 hours)   |

### Requesting and Taking Paid Time Off (PTO)

Employees must submit a PTO request at least two weeks prior to their time off (six weeks for Nursing staff) or in the case of illness, as soon as reasonably possible. All requests for time off require management approval and will be reviewed based on a number of factors including business needs and staffing requirements. A request of thirty or more days off is considered a personal leave (See Section III.19 Personal Leave).

PTO is paid at the base pay rate. The Company does not allow non-exempt employees to have a negative PTO balance. Taking unpaid time off must be approved by management in writing and is only available if the employee does not have PTO available.

Exempt employees are allowed to have a negative PTO balance with manager approval.

The first twenty four hours of absences due to diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member, or for an employee who is a victim of domestic abuse, sexual assault or stalking, are considered excused. If the need for this type of time off is foreseeable, the employee is expected to provide reasonable advance notice. If the need is unforeseeable, the employee should provide notice as soon as possible. Absences and/or tardiness beyond twenty four hours for the reasons listed above may be considered unexcused. If you are gone more than three days, a doctor's certificate may be required to document your illness or that of the family member and/or to medically release you to return to work.

PTO may be taken in the following increments:

#### Non-Exempt

- Non-exempt employees may take PTO in one hour increments.

#### Exempt

- No hours will be deducted for absences of less than four hours.
- Four hours will be deducted for absences between four and eight hours.
- Eight hours will be deducted for full day absences.

### Capping and Cashing Out

Employees are encouraged to use available PTO for rest, relaxation, and personal pursuits. Unused PTO may be carried forward to the next year; however, the maximum accrued benefit that an employee may have is one and one half times their annual rate of accrual, up to a **maximum of 240 hours**. If the earned but unused PTO reaches this maximum amount, accrual

will stop and the PTO balance will remain capped until the employee uses PTO and brings the available amount below the cap.

The Company believes employees need to take time off to rest and rejuvenate and therefore strongly discourage employees from cashing out Paid Time Off (PTO) benefits in lieu of time off. However, in the event an employee cannot take time off, they may cash out up to 50% of the annual accrual. This request can only be made once a year (based on hire date).

### Separation of Employment

Upon separation of employment, an employee will be paid for all accrued but unused PTO earned through the last day of work.

### III.13 SICK LEAVE

In order to minimize the economic hardships that may result from an unexpected short-term illness or injury, paid Sick Leave benefits are available to:

- regular full and part time employees during their introductory period
- on-call and temporary employees

The following chart outlines sick leave accrual start and end times for newly hired employees and upon a change in status.

| <b>Classification</b>   | <b>Accrual start/end</b>  |
|---|---|
| New hires (Regular full time and Regular part time)             | Accruals start upon hire through the end of the pay period preceding the 90 day anniversary                   |
| New hires (on-call/temporary)                                   | Accruals begin upon hire  |
| Current employees – status change: on-call/temporary to Regular | Accruals stop at the end of the pay period preceding the pay period in which the status change occurs         |
| Current employees – status change: Regular to on-call/temporary | Accruals start at the beginning of the pay period following the pay period in which the status change occurs. |

Sick leave accrues at a rate of one hour of paid leave per 30 hours worked (.033 hourly accrual) Paid sick leave is not available for use until completion of 90 days of employment. The maximum amount of sick leave available to be taken within one calendar year is 24 hours. Sick leave may be carried over from one year to the next, but is capped at maximum of 48 hours.

Employees may take sick time in one hour increments.

You can take paid sick leave for you or a family member for preventive care or care of an existing health condition or for specified purposes if you are a victim of domestic violence, sexual assault or stalking. Family members include the employee’s parent, child, spouse, registered domestic partner, grandparent, grandchild, and sibling. Preventive care includes annual physicals and flu shots.

When you are absent from work because of your own illness or that of a family member, you are expected to provide reasonable advance notice. If the need for time off is unforeseeable, you should provide notice as soon as possible. The first twenty four hours of used sick leave are considered excused. Absences and/or tardiness beyond twenty four hours may be considered

unexcused. If you are gone more than three days, a doctor's certificate may be required to document your illness or that of the family member and/or to medically release you to return to work.

No sick leave benefits are paid upon separation of employment for any reason, including retirement. Sick leave benefits may not be converted to cash. Employees rehired by the Company within one year will have accrued and unused sick leave reinstated effective on the date of rehire.

These provisions are strictly used for the sole purpose of employee and family illness and in coordination with Workers' Compensation, FMLA, CFRA, and PDL.

### **III.14 FAMILY MEDICAL LEAVE ACT (FMLA)/CA FAMILY RIGHTS ACT (CFRA)**

Eligible employees are granted up to 12 weeks of unpaid time off according to the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) during any rolling 12-month period. FMLA/CFRA leaves will be integrated when allowed by law. Employees may use their PTO accruals while on leave. Unless noted otherwise, FMLA and CFRA leaves run concurrently. Contact Human Resources with any questions.

#### **Eligibility**

In order to qualify to take FMLA/CFRA under this policy, the employee must meet ALL of the following conditions:

- The employee must have worked for the Company at least 12 months, or 52 weeks. The 12 months, or 52 weeks, need not be consecutive.
- The employee must have worked at least 1250 hours during the 12-month period prior to the start of the leave.
- The employee must work in a worksite where 50 or more employees are employed within 75 miles.

#### **Types of Leave**

Leave under FMLA/CFRA may be taken for any one or more of the following reasons:

- **EMPLOYEE'S SERIOUS HEALTH CONDITION (FMLA/CFRA):** The serious health condition of the employee which prevents the employee from performing the essential functions of their job.
- **FAMILY CARE:** The care of the employee's spouse, registered domestic partner, child, or parent with a serious health condition (described below).
- **PREGNANCY DISABILITY LEAVE (PDL/FMLA):** Medical disability due to pregnancy, childbirth or a related medical condition; PDL has different eligibility and duration requirements. See the following section.
- **BABY BONDING (FMLA/CFRA):** The birth of a child or placement of a child for foster care or adoption, so long as the leave is concluded within 12 months of the birth and/or placement of the child.
- **SERVICE MEMBER FAMILY (FMLA): QUALIFYING EXIGENCY** arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. A "contingency operation" is an action or operation against an opposing military force.

- **SERVICE MEMBER FAMILY LEAVE (FMLA):** An employee who is the spouse, son, daughter, parent or next of kin of a covered service member shall also be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service member, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness.

A serious health condition is one that requires in-patient care in a hospital or other medical care facility, or continuing treatment or supervision by a health care provider. This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences.

### **Duration of Leave**

An eligible employee can take up to 12 weeks of FMLA/CFRA leave during any rolling 12-month period.

### **Procedure for Requesting Leave**

Employees planning to take leave under this policy must give 30 days' written notice to their manager. If it is not possible, employees must give as much notice as is possible. An employee undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruptions to business operations. If an employee fails to provide 30 days' notice for foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least 30 days from the date the Company receives notice. While on leave, employees are requested to report periodically to their manager regarding the status of the medical condition, and their intent to return to work.

The provisions for leaves under this policy can be confusing. Employees are encouraged to seek additional information from Human Resources.

### **Certification of the Serious Health Condition**

An employee seeking FMLA/CFRA must provide a medical certification using the 'Certification of Health Care Provider Form' from the health care provider establishing the need for the leave. The employee should respond to such a request within 7 calendar days of the request, or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

### **Health Insurance during Leave**

While an employee is on FMLA/CFRA leave, the Company will continue the employee's health benefits (and dependent coverage as applicable) during the leave period at the same level and under the same conditions as if the employee had continued to work. The maximum entitlement for continued health benefits is 12 weeks.

Any share of health insurance premiums, which are paid by the employee prior to FMLA/CFRA, must continue to be paid by the employee during the leave. An employee who fails to make any payment of their premiums will jeopardize the continuation of their health benefit.

If an approved leave lasts longer than 12 weeks the employee may continue their group health insurance coverage through the Company in conjunction with COBRA by making monthly payments for the premium plus an administration fee.

### **Benefits during Leave**

Fringe benefits such as PTO and holidays are not earned during unpaid leaves. However, upon return from FMLA/CFRA, the employee will resume the accrual schedule at the same level and under the same conditions as if they had continued to work.

When available, employee benefit plans, such as life, short-term or long-term disability insurance, retirement plans and supplemental unemployment benefit plans are provided under the same conditions as apply to unpaid leave taken for purposes other than FMLA/CFRA.

With respect to retirement plans, including pension plans, any period of unpaid FMLA/CFRA shall not be treated as credited service for purposes of benefit accrual, vesting and eligibility to participate. If the plan requires an employee to be employed on a specific date in order to be credited with a year of service for vesting, contributions or participation purposes, an employee on unpaid FMLA/CFRA on that date shall be deemed to have been employed on that date.

If the employee does not return to work for reasons other than a continued serious health condition, or fails to work 30 calendar days once returning from leave, the Company may require the employee to reimburse the amount it paid for the employee's health insurance premium during the unpaid portion of the leave period.

### **Reinstatement after the Leave**

Prior to returning from FMLA/CFRA leave for an employee's own serious health condition, the employee will be required to provide a 'Physician's or Practitioner's Authorization to Return to Work' form completed by the employee's health care provider releasing them to return to work.

An employee who meets the requirements of this policy and utilizes this leave will be able to return to the same job or a job with equivalent status, pay, benefits and other employment terms. The position will be the same or one that entails equivalent skills, effort, responsibility and authority.

Employees who do not return the first work day following an approved FMLA/CFRA leave (without getting an additional Company approved leave) will be deemed to have voluntarily resigned.

## **III.15 PREGNANCY DISABILITY LEAVE (PDL)**

The Company provides pregnancy leave benefits to employees who are disabled due to pregnancy or conditions related to pregnancy. Employees may take pregnancy disability leave when disabled by pregnancy, childbirth or related conditions, such as severe morning sickness or prenatal care.

When the need for pregnancy leave is foreseeable, employees must notify the Company at least 30 days before the leave is to begin. If it is not possible to do so, employees should notify the Company of their need for leave as soon as it is practical to do so. Employees taking pregnancy disability leave must provide the Company with certification from a health care provider reflecting.

- The date on which the employee became disabled due to pregnancy;
- The probable duration of the period or periods of disability; and
- A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.
- Pregnancy Disability Leave (PDL), time off from work because of female employee's medical disability due to pregnancy, childbirth or related medical condition is separate and distinct from her right to bond with the child under California's CFRA leave. An employee disabled by pregnancy, childbirth, or a related medical condition (this includes time-off due to medical appointments and conditions such as morning sickness) may take up to a maximum of four months (defined as the number of days she would normally



work within 17 1/3 weeks) of unpaid leave for periods of actual disability under Pregnancy Disability Leave (PDL). Thus, a female employee is eligible for PDL while disabled by pregnancy as certified by her health care provider, and then entitled to an additional 12 work weeks of CFRA family leave to take care of her newborn, so long as she qualifies for CFRA and CFRA is completed within one year of the birth of the child. While time taken for PDL is separate from CFRA, PDL does run concurrently with leave time under FLMA.

Employees may take leave on an intermittent basis. As an alternative to leave, the Company may modify the duties of a pregnant employee if requested to do so by the employee and recommended by the employee's physician.

The Company does not pay employees while on PDL. Employees may elect to use any accrued PTO they have available.

The Company will generally reinstate an employee returning from pregnancy disability leave to her normal duties upon receipt of appropriate certification from a health care provider. However, employees returning from pregnancy disability leave have no greater rights to their jobs than they would have if they had worked continuously throughout the period of their leave.

The Company will maintain group health insurance coverage to employees while on PDL at the same level and in the same manner as if the employee had continued to work. In some instances, the Company may recover premiums it paid to maintain health coverage for you if you fail to return to work following pregnancy disability leave.

### **Lactation Accommodation**

The Company will provide reasonable lactation accommodation for employees who wish to express breast milk for their infant when they return to work. Employees may use their paid rest break. The Company will provide a private place to express milk in close proximity to the employee's work area, or the employee's normal work area may be used if it allows privacy.

## **III.16 STATE DISABILITY INSURANCE (SDI)**

To assist employees who miss work due to a non-work related accident or illness, the law requires a small wage deduction for disability insurance. A pamphlet is provided to all new employees describing this benefit. You are responsible for filing your claim with Employment Development Department (EDD). Contact EDD for additional information.

## **III.17 WORKERS' COMPENSATION INSURANCE**

A comprehensive Workers' Compensation Insurance program is provided at no cost to you. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, Workers' Compensation Insurance provides benefits after a short waiting period or, if you are hospitalized, immediately. All employees are given a pamphlet explaining their benefits upon hire.

**Employees who sustain work-related injuries or illnesses must inform their supervisor immediately.**

No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. You will be furnished an "Employee's Claim Form" within one (1) business day of reporting the injury, which you must complete and return to your on-site manager as soon as possible.

One-time treatment of minor scratches, cuts, burns, splinters or other minor injuries, as long as there is no lost work time beyond the date of the injury, will be treated as a first aid case. If additional care and treatment is needed, or if time is lost from work after the date of the injury, the claim will no longer be considered a “first aid” claim, but will be processed as a regular claim under Workers’ Compensation Insurance.

If treatment is required, management will send you (or arrange transportation) to a provider within our Medical Provider Network (MPN) noted on the Workers’ Compensation poster. A written notice by the physician is required to authorize a return to work. Should the physician indicate physical limitations upon return to work, such limitations must be discussed with and approved by management, prior to resuming work.

All employees should be aware that anti-fraud laws state that any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying Workers’ Compensation benefits or payments is guilty of a felony. Neither 7th Avenue Center nor the insurance carrier will be liable for the payment of Workers’ Compensation benefits for injuries that occur during your voluntary participation in any off-duty recreational, social or athletic activity sponsored by 7th Avenue Center.

### ***Workers’ Compensation Disability Leave***

7th Avenue Center will grant workers’ compensation disability leave in accordance with state law if you incur an occupational illness or injury. As an alternative, 7th Avenue Center may offer you modified work in accordance with state and federal law.

Workers’ Compensation leaves will be classified as Family & Medical Leave Act (FMLA) / California Family Rights Act (CFRA) if the injured employee is otherwise qualified for FMLA/CFRA (see policy). If you are eligible for FMLA, employee may elect to use sick pay or PRO during the leave that runs concurrently with the Workers’ Compensation Disability for the first three days of work injury. If you are not eligible for FMLA, you will be required to use any available paid time off during the first three days of the leave. If the leave exceeds 14 days, any paid time off used during the first three days will be credited back to the employee’s account.

Subject to the terms, conditions, and limitations of the applicable plans, 7th Avenue Center will provide health insurance benefits to the same degree they were provided before the leave began. These benefits expire after three months of leave. At that time you will become responsible for the full costs of these benefits if you wish coverage to continue. When you return from the leave, 7th Avenue Center will again provide benefits according to the applicable plans. In some instances, 7th Avenue Center may recover premiums it paid to maintain health coverage if you do not return to work following your workers’ compensation disability leave.

Benefit accruals such as PTO and holiday benefits will be suspended during the leave and will resume upon return to active employment.

Upon submission of a medical certification that you are able to return to work, you will be reinstated in accordance with applicable law.

### **III.18 PAID FAMILY LEAVE (PFL)**

In 2002, California became the first state in the nation to create a program of wage replacement benefits for employees who take time off from their jobs to care for a new child or a close family member with a serious health condition. A PFL pamphlet is provided to all new employees. Contact EDD for additional information.

### **III.19 PERSONAL LEAVE**

The Company may provide an unpaid leave of absence to employees to fulfill personal obligations. Regular employees who have completed a year of service are eligible to request a personal leave in writing.

Requests for personal leave will be evaluated based on employees past performance and the anticipated workload and staffing requirements during the proposed period of absence. Personal leave may be granted for a period of up to 30 calendar days in any rolling 12-month period. If this initial period of absence proves insufficient, consideration will be given to a written request for a single extension of no more than 30 calendar days. Employees are required to exhaust all available PTO accruals as part of the approved period of leave.

Benefits such as holidays, PTO and sick accruals will be suspended during the leave and will resume upon return to active employment. Employees who fail to report to work promptly at the expiration of the approved leave period will be considered to have voluntarily resigned.

When a personal leave ends, every reasonable effort will be made to return you to the same position or to a similar available position for which you are qualified.

### **III.20 BEREAVEMENT LEAVE**

A leave of absence *with pay* for up to 3 days per calendar year will be granted in the event of death of an immediate family member of an employee (immediate family members are defined as spouse, registered domestic partner, child, parent, sibling, grandparent, grandchild, and all “step” and “in-law” varieties, in addition to an individual who was a member of your immediate household at the time of death). At the discretion of your manager, this leave may be extended with or without pay in cases of great distance or severe emotional hardship.

With prior approval, time off without pay may be arranged for an employee who wishes to attend the funeral of other relatives or close friends or other person to whom you may be reasonably deemed to owe respect.

### **III.21 JURY & WITNESS DUTY**

We encourage you to fulfill your civic responsibilities by serving on a jury or as a witness when required. Jury and witness duty time off is provided on an unpaid basis. You may use your PTO accruals.

Notify management immediately if you receive notice to report for jury or witness duty so arrangements can be made to accommodate your absence. You must present the Summons for Jury Duty to your manager prior to the beginning date of such duty. 7th Avenue Center will continue to provide health insurance benefits for a maximum period of thirty calendar days after the unpaid jury duty leave begins. At that time, employees will become responsible for the full cost of these benefits if they wish coverage to continue. When the employee returns from jury duty, benefits will again be provided by 7th Avenue Center according to the applicable plans.

### **III.22 TIME OFF TO VOTE**

7th Avenue Center encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their nonworking hours due to their work schedule, 7th Avenue Center will grant up to two hours of paid time off to vote. Employees should request time off to vote from their manager at least two working days prior to

the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift whichever provides the least disruption to the normal work schedule.

### **III.23 MILITARY LEAVE**

Full-time employees inducted into the U.S. Armed Forces will be eligible for re-employment after completing military service, provided:

- You show your orders to your manager as soon as you receive them;
- You satisfactorily complete your active duty service;
- You enter the military service directly from your employment with the Company;
- You apply for and are available for re-employment within ninety (90) days after discharge from active duty. If you are returning from up to six (6) months of active duty for training, you must apply within thirty (30) days after discharge.

### **III.24 MILITARY SPOUSE LEAVE**

An employee who works for more than 20 hours per week whose spouse is a member of the Armed Forces, National Guard or Reserves who has been deployed during a period of military conflict may be eligible for as many as 10 unpaid days off when their spouse is on leave from military deployment. The employee must provide notice that s/he wishes to take leave within at least two business days of receiving official notice that their spouse will be on leave from deployment. The employee must also provide the employer with written documentation certifying the spouse will be on leave from deployment.

### **III.25 RESERVES OR NATIONAL GUARD LEAVE OF ABSENCE**

Employees who serve in U.S. military organizations may take the necessary time off without pay to fulfill this obligation, and will retain all of their legal rights for continued employment under existing laws. These employees may use their PTO accruals while on leave. They are expected to notify their manager when they are aware of their duty dates so arrangements can be made for replacing them during their leave.

### **III.26 VOLUNTEER CIVIL SERVICE LEAVE**

The Company will provide unpaid leave to volunteer firefighters, reserve peace officers, and emergency rescue personnel when they are required to perform emergency duty. You are expected to notify your supervisor as soon as you are aware of the need to perform emergency duty. "Emergency rescue personnel" is defined as any person who is an officer, employee, or member of a fire department or fire protection or firefighting agency of the federal government, the State of California, a city, county, city and county, district, or other public or municipal corporation or political subdivision of California, or of a sheriff's department, police department, or a private fire department or reserve peace officer, whether that person is a volunteer or partly paid or fully paid, while he or she is actually engaged in providing emergency services. The amount of time an employee can use for volunteer civil service leave is unlimited.

### **III.27 VOLUNTEER FIREFIGHTER TRAINING LEAVE**

Volunteer firefighters may take temporary unpaid leaves of absence, up to a total of fourteen days per calendar year, to engage in fire or law enforcement training. Employees are expected to notify their manager as soon as they are aware of the dates of the training. Employees may use their PTO accruals while on leave.

### **III.28 SCHOOL ACTIVITIES LEAVE**

Any employee who is a parent, custodial grandparent or a guardian of a child that is in a licensed day care facility or in kindergarten through the twelfth grade is eligible for this leave.

The employee may take up to forty (40) hours each calendar year, not exceeding eight (8) hours in a calendar month, when reasonable notice is given to participate in school activities of the child or grandchild.

The employee need not reside with the child in order to be entitled to parent's leave. However, the employee must have custody of the grandchild to be eligible for the grandparent's leave. The employee may use School Activities leave for any type of school or licensed day care facility function. Employees must use PTO accruals during School Activities leave. If a non-exempt employee does not have PTO time available, the employee may take unpaid leave. If both parents work at the same facilities, the parent that gave notification first will be granted the leave.

### **III.29 SCHOOL APPEARANCE LEAVE**

Any employee who is either parent, custodial grandparent or a guardian of a child living with them is eligible for School Appearance leave. The employee must have received a written notice from the principal of the school requesting a conference to discuss the child/grandchild. School Appearance leave is not available to employees who voluntarily consult with school administrators regarding a child's/grandchild's performance in school.

The Company may require the employee to provide a copy of the principal's notice prior to granting School Appearance leave, and may require school documentation as proof that the visit took place. The Company may require the conference to be rescheduled if the employee's attendance at work is essential at the time originally scheduled. There is no limit to how frequently employees may be provided School Appearance leave. Employees must use PTO during School Appearance leave. If a non-exempt employee does not have PTO available, the employee may take unpaid leave.

### **III.30 ORGAN AND BONE MARROW DONOR LEAVE**

7th Avenue Center will provide an unpaid leave of absence for organ donors up to 30 days in any one year period and 5 days for bone marrow donors. Written verification must be provided and the verification must indicate it is a medically necessary.

Employees are required to use available PTO during this leave - up to 5 days for bone marrow donor leave and up to two weeks for organ donations.

### **III.31 DOMESTIC VIOLENCE AND SEXUAL ASSAULT LEAVE**

If an employee is the victim of domestic violence or sexual assault, time off may be necessary to seek judicial relief to help ensure the health, safety or welfare of the employee or a child. Unpaid

leave will be given to any employee who needs time off to obtain a temporary restraining order, a restraining order, or other injunctive relief from a court, to serve on a jury or to appear in court. Unpaid leave may also be granted in conjunction with the need for victims of domestic violence or sexual assault to allow the employee to seek medical attention, to obtain services from a support program, shelter or rape crisis center, to obtain psychological counseling, or to participate in safety planning.

If an employee needs time off from work for this purpose, reasonable advance notice must be provided to your supervisor in writing. If an unscheduled absence or emergency court appearance is required for the health, safety or welfare of the employee or a child, the employee must provide certification of the absence within a reasonable time after the court appearance. Certification may consist of any of the following:

- A police report indicating that the employee was a victim of domestic violence or sexual assault;
- A court order or other evidence from the court or prosecuting attorney that the employee appeared in court;
- Documentation from a medical professional, domestic violence or sexual assault advocate, health care provider, or counselor that the employee was undergoing treatment for injuries resulting from an act of domestic violence or sexual assault.

The Company will make reasonable efforts to maintain the confidentiality of an employee who requests Domestic Violence or Sexual Assault Leave.

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## SECTION IV: COMPENSATION

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### IV.1 TIMEKEEPING (exempt employees)

Employees who meet the federal, state and Company requirements as exempt employees are excluded from the overtime pay requirements of the law. Exempt employees are not paid by the hour. Their predetermined compensation is sufficient to complete their job duties. A full weekly salary will be paid for any week in which work was performed. PTO must be used for absences of four (4) or more hours. Exempt employees are responsible for submitting their 'Time Off Request' by the end of each pay period.

### IV.2 TIMEKEEPING (non-exempt employees)

Accurately recording time worked is the responsibility of every non-exempt employee. Federal and state laws require the Company to keep an accurate record of time worked in order to calculate your pay and benefits. You should accurately record the time you begin and end your work, as well as the beginning and ending time of each meal period as applicable. You should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always have prior approval. Altering, falsifying, or tampering with any time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

You should not commence work prior to your scheduled starting time or work after your scheduled stop time, without prior management approval.

It is your responsibility to record your time and verify the accuracy of recorded hours on your paycheck stubs each pay period. In addition, if corrections or modifications are made to the time record, both you and management must verify the accuracy of the changes by initialing the time record.

### IV.3 OVERTIME (non-exempt employees)

When Company operations cannot be met during regular working hours, non-exempt employees will be assigned or given the opportunity to volunteer for overtime work assignments. **All overtime work must receive management's prior authorization.** Overtime assignments will be distributed as equitably as practical to all non-exempt employees qualified to perform the required work.

As required by law, overtime pay is based on actual hours worked. Time for holiday, PTO, sick leave or any leave of absence will not be considered hours worked for purposes of performing overtime calculations. Failure to work scheduled overtime or overtime worked without prior authorization from management may result in disciplinary action, up to and including termination of employment. Compensation is paid to non-exempt employees in accordance with federal and state laws which are subject to change. The Company's work day is 12:00 am to 11:59 pm and the workweek starts at Monday 12:00am and ending on Sunday at 11:59 pm. Overtime is computed as outlined below:

|                |                |                   |
|----------------|----------------|-------------------|
| <b>Daily:</b>  | Up to 8 hours  | – straight time   |
|                | Over 8 hours   | – time & one-half |
|                | Over 12 hours  | – double time     |
| <b>Weekly:</b> | Up to 40 hours | – straight time   |
|                | Over 40 hours  | – time & one-half |

**7th Day:** Time and one-half for the first 8 hours worked and double time for hours worked in excess of 8 hours on the 7th consecutive day of work **in a workweek.**

#### **IV.4 REST AND MEAL PERIODS (Non-exempt employees)**

One fifteen (15) minute rest period during each four-hour period, or major fraction thereof, is provided. Rest periods are not provided if less than 3½ hours are worked in one day. Rest periods may not be combined or added to meal periods. To the extent possible, rest periods will be provided in the middle of work periods.

Employees scheduled for shifts in excess of five hours (unless six hours completes the shift) are provided with one unpaid meal period of 30 minutes. Employees must clock out before the start of the 6<sup>th</sup> hour of work and clock in upon completion of 30 minutes. A second meal period of 30 minutes will be provided if an employees' shift is 10-12 hours long. If at any time you are unable to take your allotted break(s) or meal period(s) you must notify your supervisor immediately.

Meal breaks may be on duty or waived in the following limited circumstances:

An employee working a shift 5-6 hours in length may, with manager approval, voluntarily waive their meal break by signing a meal break waiver. An employee working a shift 10-12 hours in length may, with manager approval, voluntarily waive their second meal break, if they have not already waived their first meal break, by signing a meal break waiver. *Note: An employee may not waive a meal break for a shift longer than six hours, and may not waive a second meal break for a shift longer than twelve hours.*

#### **IV.5 MAKE-UP TIME (non-exempt employees)**

With prior approval from your manager, you may request time off for personal obligations (such as child care or doctor's appointments) and make-up that time in the same work week without daily overtime obligations only if all of the following six points are met:

- You must give your manager a signed written request with as much advance notice as possible each time you request make-up time. Your manager and the Main Office have 'Make-up Time' forms
- Management must approve your request in writing prior to working the make-up time. Requests will be evaluated based on a variety of factors including staffing needs, frequency of requests, and overtime obligations
- Hours worked on the make-up day must not exceed 11 hours, or overtime will be incurred
- The time can only be made-up in the same workweek as the hours requested off. Therefore, if you request to leave early on a Friday and would like to make-up that time on a Monday, your request will be denied because the make-up time is not within the same work week
- The total hours worked for the workweek must not exceed forty (40) hours, or overtime will be incurred
- If you take time off and are unable to make-up the time for any reason the hours missed will be unpaid. Conversely, if you work make-up time before you actually take the time off, you must take that time off, even if you no longer need to take the time off.

\* **Please note**, the Company may not encourage or otherwise solicit an employee to utilize make-up time. Additionally, the Company may not require an employee to work extra hours on



one day and then require the employee to use make-up time to avoid paying overtime – make-up time is only for the employee's personal obligations.

#### **IV.6 PAYDAYS**

Payroll checks are issued on the 10<sup>th</sup> and 25<sup>th</sup> of every month. Hours worked from the 1<sup>st</sup> to the 15<sup>th</sup> of the month are paid on the 25<sup>th</sup> of the month, hours worked between the 16<sup>th</sup> and last day of the month are paid on the 10<sup>th</sup> day of the following month. When the 10<sup>th</sup> or 25<sup>th</sup> is on a weekend or holiday, paychecks are distributed on the previous business day. Direct deposit of pay is available upon request. Paychecks will be released only to the employee to whom the check is written, unless a written authorization is signed in advance for someone else to pick up your paycheck. Identification may be required if someone else picking up your paycheck.

#### **IV.7 PAY DEDUCTIONS**

The law requires the Company to make certain deductions from your paycheck. Among these are applicable federal and state taxes. We are also required to deduct Social Security taxes up to a specified limit. The Company matches the amount of Social Security taxes paid by each of our employees. The Payroll Administrator can assist in answering any questions concerning deductions made from your paycheck.

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## SECTION V: HEALTH AND SAFETY

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### V.1 WORKPLACE SAFETY

7th Avenue Center is concerned with the health and safety of every employee and resident. **SAFETY IS EVERYONE'S RESPONSIBILITY!** All employees are required to be alert to potential hazards, be well informed about specific safety requirements of their job, and to adhere to established safety rules. Staff shall also abide by all safety requirements as determined by CAL-OSHA and other government agencies.

If an injury occurs on the job, no matter how slight, report it **IMMEDIATELY** to your manager. Report unsafe conditions **IMMEDIATELY** to management so they can be corrected. Employees who report unsafe work conditions or practices may do so without fear of reprisal. Follow these safety guidelines:

- Whether anyone is hurt or not, immediately report all accidents to management. In the case of an injury, seek first aid at once;
- A good worker is a safe worker. Be sure to know the safe way to perform any job given to you. If you have any doubt about the safety of a practice or procedure, talk to management;
- Horseplay and practical jokes are dangerous and against Company rules;
- Lift properly. Keep your back straight, then squat down at the knees to reach the object being lifted. Do not twist your body when lifting. If it is necessary to turn, shift your feet. Do not attempt to lift heavy objects alone. Get help!
- Prevent slips and falls. Watch for spills or loose objects on floors. Clean up spills and pick up debris immediately;
- Electrical cords are hazards. Do not allow cords to extend across doorways, aisles or other walkways. When removing plugs from receptacles, grasp the plugs, not the cords;
- Use special safety equipment wherever provided. Do not take a chance "just this once." That is usually when an accident happens;
- Do not wear open-toed shoes.

### V.2 UNIVERSAL PRECAUTIONS

Your health is protected by the use of universal precautions, whenever providing personal care. You may come in contact with urine, feces, blood, vomit, soiled linen, soiled clothing, broken skin or cuts at any time. The possibility exists of coming into contact with blood born pathogens or body fluids so follow the guidelines below regarding universal precautions.

- Gloves will be worn when touching blood, body fluids, body substances and mucous membranes.
- Gloves will be worn when there are cuts, breaks, or openings in the skin.
- Gloves will be worn when there is possible contact with urine, feces, vomit, dressings wound drainage, soiled linen, or soiled clothing.
- Masks, goggles, or face shields are worn when splattering or splashing of blood or body fluids is possible (this protects your eyes and the mucous membranes of your mouth). Gowns or aprons are worn when splashing, splattering, smearing, or soiling from blood or body fluids is a risk.
- Avoid nicks or cuts when shaving residents.

- Handle razors and razor blades and other sharp objects carefully to avoid injuring the resident or yourself. Dispose of razors in a proper container.
- Avoid resident contact when you have open skin wounds or lesions. Discuss the situation with your supervisor.
- Hands and other body parts must be washed immediately if contaminated with blood or body fluids.
- Hands must be washed immediately after removing gloves.
- Hands must be washed frequently throughout your work shift.

### **V.3 WORKPLACE VIOLENCE**

7th Avenue Center is committed to providing a safe, violence-free workplace and strictly prohibits employees, visitors or anyone else on Company premises or engaging in a Company-related activity from behaving in a violent or threatening manner. As part of this policy, the Company seeks to prevent workplace violence before it begins and reserves the right to deal with behavior that suggests a propensity towards violence even prior to any violent behavior occurring.

Workplace violence includes:

- Threats of any kind (including those that are meant as humorous or a joke);
- Threatening or violent behavior such as intimidation of others or attempts to instill fear in others;
- Other behavior that suggests a propensity toward violence. This can include belligerent speech, excessive arguing or swearing, theft or sabotage of Company property, or a demonstrated pattern of refusal to follow Company policies and procedures;
- Defacing Company property or causing physical damage to Company property;
- Bringing weapons or firearms of any kind onto the Company premises, parking lots, or while conducting Company business.

If any employee observes or becomes aware of such actions or behavior by an employee, resident, visitor, or other persons, they should notify their manager immediately. Further, an employee should notify the Director if any restraining order is in effect, or if a potentially violent non-work-related situation exists which could result in violence in the workplace.

All reports of workplace violence are taken seriously and investigated promptly and thoroughly. In appropriate circumstances, the Company will inform the reporting individual of the results of the investigation. To the extent possible, the Company will maintain the confidentiality of the reporting employee and of the investigation, but may need to disclose results in appropriate circumstances in order to protect individual safety. The Company will not tolerate retaliation against any employee who reports workplace violence.

If the Company determines that workplace violence has occurred, the Company will take appropriate corrective action. The appropriate discipline will depend on the particular facts but may include written or oral warnings, probation, and reassignment of responsibilities, suspension, or termination. If the violent behavior is that of a non-employee, the Company will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.

## **V.4 SECURITY**

As an employee, one of your primary responsibilities is the protection of the residents, their property, and the assets of the Company. This effort requires each employee's full dedication.

The following information provides a number of ideas about what you can do to assist in the security of our grounds and buildings. While no one expects you to be an expert in security, your awareness and assistance will be a tremendous asset to this effort.

### **What You Should Do**

- If you notice anyone that appears to be acting suspiciously, report him or her to management immediately. Suspicious activity includes someone waiting or loitering in an area not designed for that purpose, i.e. a customer area, parking lot, or other public or restricted area.
- If you come upon an individual who looks surprised or nervous to see you, report them. Also, if you see a non-employee in an area designed for employees only, they should be reported.
- If you hear any loud or unusual noises, report them. This would include mechanical noises, alarms, loud yelling, etc.
- If a thief ever confronts you, don't try to be a hero! Give that person everything he/she wants. You and your safety are more important to us than anything the thief may get.
- Lock offices when they are unattended.
- Keep all medications locked at all times.

## **V.5 SECURITY INSPECTIONS**

The Company maintains a work environment that is free from illegal drugs, alcohol, firearms, explosives, and other improper or unsafe materials. To this end, the possession, transfer, sale, or use of such materials on Company premises is strictly prohibited. Desks or other storage areas may be provided for your convenience, but remain the sole property of the Company. Accordingly, they, as well as any articles found within them, can be inspected by any agent or authorized representative of the Company at any time, either with or without prior notice.

In order to ensure the safety and security of employees, residents, the public at large, and to protect legitimate business interests, the Company reserves the right to question and inspect or search any employee or other individual entering or leaving the premises. Such inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, knapsacks, shopping bags, etc. These items are subject to inspection and search at any time, with or without prior notice. The Company also may require employees while on the job or on Company premises to agree to reasonable inspection of their personal property and/or persons. The individual may be requested to self-inspect his or her personal property or person by displaying the contents of any packages and/or turning out his or her pockets, etc. in the presence of a Company representative. Refusal to abide by this policy will be considered insubordination with possible disciplinary action.

## **V.6 PERSONAL PROPERTY**

7th Avenue Center is not responsible for the loss or damage of your personal property. Valuable personal items such as purses and all other valuables should be in a secure area, such as your desk drawer or file cabinet. Items such as expensive jewelry or excessive cash should not be brought into the workplace.



**ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK**  
**July 2015**

I understand that I am governed by the contents of this handbook and that other than the policy of at will employment, the Company may change, rescind or add to any policies, benefits or practices described in the handbook from time to time in its sole and absolute discretion with or without prior notice. The Company will advise employees of material changes within a reasonable time. I also understand that, because the Company cannot anticipate every issue that may arise during my employment, if I have questions regarding any of the Company's policies or procedures, I should contact my manager or Human Resources.

I further acknowledge and agree that employment with the Company is at will, and may be terminated by either the Company or me at any time without cause or notice. Additionally, other terms and conditions of employment such as compensation, benefits, title, duties, and corrective action may be modified at the discretion of the Company. I understand it is my responsibility to read, understand, and comply with the provisions contained in this handbook. If I am unable to understand any part of the handbook, I will arrange to have it translated or explained to me. If I am unable to arrange such help, I will immediately notify my manager, who will arrange for needed assistance.

The policies contained in this employee handbook apply to all employees and supersede and replace all previously communicated policies both in written and verbal form. I agree to read and adhere to these policies and will familiarize myself with the material in the handbook. Additionally, I agree to abide by any new or revised policy.

My signature acknowledges that I have received a copy of the employee handbook and understand that it contains important information on many of the Company's personnel policies and my privileges and obligations as an employee.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

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