

# **BIRD IN THE HAND STAFFING, LLC**

## **Employee Handbook**

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## •Section 1 Introduction

### 1.1 Welcome to BIRD IN THE HAND STAFFING, LLC

We would like to welcome you to Bird in the Hand Staffing. At Bird in the Hand Staffing we are dedicated to residents receiving the professional and quality care that they deserve and need. From our employees we strive for professionalism and accountability. This includes, ability to maintain current license and/or certification, yearly mandatories, attendance, and providing of accurate payroll information. Employees of Bird in the Hand Staffing should at all time maintain a professional attitude, work attire, State Rules and Regulations, and over all resident care.

### 1.2 Employee Handbook

This Employee Handbook ("Handbook") is designed to summarize certain personnel policies and benefits of BIRD IN THE HAND STAFFING, LLC (the "Company"), of 120 N Main Street, Eureka Illinois 61530, and to acquaint employees with many of the rules concerning employment with the Company. This Handbook applies to all employees, and compliance with the Company's policies is a condition of employment. This Handbook supersedes all previous employment policies, written and oral, express and implied. The Company reserves the right to modify, rescind, delete, or add to the provisions of this Handbook from time to time in its sole and absolute discretion. This Employee Handbook is not a binding contract between the Company and its employees, nor is it intended to alter the at-will employment relationship between the Company and its employees. The Company reserves the right to interpret the policies in this Handbook and to deviate from them when, in its discretion; it determines it is appropriate.

### 1.3 Changes in Policy

Since our business is constantly changing, the Company expressly reserves the right to revise, modify, delete, add or edit policies/procedures, work rules, and benefits stated in this handbook or in any other document. The only exception for the policy of at-will employment as described below. No oral statements or representations can in any way alter the provisions of this Handbook. Nothing in this employee handbook or in any other document, including benefit plan descriptions; creates or is intended to create a promise or representation of continued employment for any employee. Any changes to your at-will employment status, described below, must be in writing and must be signed by the Company.

If you are uncertain about any policy or procedure, please check with your manager or Human Resources to clear up and uncertainties.

## **1.4 Employment-At-Will**

Employment with the Company is on an at-will basis, unless otherwise specified in a written employment agreement. You are free to resign at any time, for any reason, with or without notice. Similarly, the Company is free to conclude the employment relationship at any time for any lawful reason, with or without cause, and with or without notice.

Nothing in this Handbook will limit the right of either party to terminate an at-will employment. No section of this Handbook is meant to be construed, nor should be construed, as establishing anything other than an employment-at-will relationship. This Handbook does not limit management's discretion to make personnel decisions such as reassignment, change of wages and benefits, demotion, etc. No person other than the CEO, President, or CFO has the authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will terms. Only the CEO, President, or CFO of the Company has the authority to make any such agreement, which is only binding if it is in writing and signed by the President of the Company.

## **•Section 2 Employment Policies**

### **2.1 Employee Classifications**

The following terms are used to describe employees and their employment status:

**Exempt Employees** - Employees whose positions meet specific tests established by the Federal Labor Standards Act ("FLSA") and Illinois state law. In general, exempt employees are those engaged in executive, managerial, high-level administrative and professional jobs who are paid a fixed salary and perform certain duties. In addition, certain commissioned sales employees and highly paid computer professionals are exempt. Exempt employees are not subject to the minimum wage and overtime laws.

**Nonexempt Employees** - Employees whose positions do not meet specific tests established by the FLSA and Illinois state law. All employees who are covered by the federal or state minimum wage and overtime laws are considered nonexempt. Employees working in nonexempt jobs are entitled to be paid at least the minimum wage per hour and a premium for overtime.

**Full-Time Employees** - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work a schedule of 30 hours per work week.

**Part-Time Employees** - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work less than 30 hours per work week.

**Temporary Employees** - Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project. Employment assignments in this category are of limited duration and the temporary employee can be let go before the end of the defined period. Short term assignments generally are periods of three (3) months or less, however, such assignments may be extended. All Temporary employees are at-will regardless of the anticipated duration of the assignment (see Employment-at-Will Policy). Temporary employees retain that status unless and until notified in writing of a change.

**Independent Contractor or Consultant** - These individuals are not employees of the Company and are self-employed. An independent contractor or consultant is engaged to perform a task according to his/her own methods and is subject to control and direction only as to the results to be accomplished. Independent contractors or consultants are not entitled to benefits.

Each employee will be advised of his or her status at the time of hire and any change in status. Regardless of the employee's status, the employee is employed at-will and the employment relationship can be terminated by the Company or the employee at any time, with or without cause and with or without notice.

## **2.2 Equal Employment Opportunity & Americans with Disabilities Act.**

It is the policy of the Company to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination.

The Company expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, the Company will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on the Company's operations. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. You are expected to strive to find co-workers who can assist in the accommodation (e.g. trade shifts) and cooperate with the Company in seeking and evaluating alternatives.

Moreover, in compliance with the Americans with Disabilities Act (ADA), the Company provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. The Company may require medical certification of both the disability and the need for accommodation. Keep in mind that the Company can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is your responsibility to come forward if you need an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job.

### **2.3 Confidentiality.**

During employment with the Company, employees may have access to "Confidential Information" regarding the Company, which may include its business strategy, future plans, financial information, contracts, suppliers, customers, personnel information or other information that the Company considers proprietary and confidential. Maintaining the confidentiality of this information is vital to the Company's competitive position in the industry and, ultimately, to its ability to achieve financial success and stability. Employees must protect this information by safeguarding it when in use, using it only for the business of the Company and disclosing it only when authorized to do so and to those who have a legitimate business need to know about it. This duty of confidentiality applies whether the employee is on or off the Company's premises, and during and even after the end of the employee's employment with the Company. This duty of confidentiality also applies to communications transmitted by the Company's electronic communications. See also Internet, Email and Computer Use policy, herein. As a condition of employment with the Company, all employees must sign a Non-Disclosure Agreement.

### **2.4 Employment of Minors.**

The FLSA's child labor provisions, which the Company strictly adheres to, are designed to protect the educational opportunities of youth and prohibit their employment in jobs that are detrimental to their health and safety. Generally speaking, the FLSA sets the minimum

age for employment (14 years for non-agricultural jobs), restricts the hours youth under the age of 16 may work, and prohibits youth under the age of 18 from being employed in hazardous occupations. In addition, the FLSA establishes subminimum wage standards for certain employees who are less than 20 years of age, full-time students, student learners, apprentices, and workers with disabilities. Employers generally must have authorization from the U.S. Department of Labor's Wage and Hour Division (WHD) in order to pay subminimum wage rates.

## **2.5 Employment of Relatives.**

The Company recognizes that the employment of relatives in certain circumstances, such as when they will work in the same department, supervise or manage the other, or have access to confidential or sensitive information regarding the other, can cause problems related to supervision, safety, security or morale, or create conflicts of interest that materially and substantially disrupt the Company's operations. When the Company determines any of these problems will be present, it will decline to hire an individual to work in the same department as a relative. Relatives subject to this policy include: Anyone of biological or legal relation.

If present employees become relatives during employment, the Company should be notified so that we may determine whether a problem involving supervision, safety, security or morale, or a conflict of interest that would materially and substantially disrupt the Company's operations exists. If the Company determines that such a problem exists, the Company will take appropriate steps to resolve the problem, which may include reassignment of one relative (if feasible) or asking for the resignation of one of the relatives.

## **2.6 Introductory Period.**

The first 90 days of employment are considered an introductory period for all newly hired employees. During this time, you will learn your new responsibilities, get acquainted with fellow employees, and determine whether you are happy with the position. Also, during this time, your manager will monitor your performance. Upon completion of the introductory period, your manager will review your performance. If the Company finds your performance satisfactory and decides to continue your employment, you will be advised of any improvements expected. This is also an opportunity for you to make suggestions to improve the Company's efficiency and operations. Completion of the introductory period does not entitle you to remain employed by the Company for any definite period of time, but instead allows both you and the Company to evaluate whether or not you are right for the position. Your status as an at-will employee does not change the employment relationship may be terminated with or without cause and with or without advanced notice, at any time by you or the Company.

## **2.7 Personnel Records and Employee References.**

The Company maintains a personnel file and payroll records for each employee as required by law. Personnel files and payroll records are the property of the Company and may not be removed from Company premises without written authorization. Because personnel files and payroll records are confidential, access to the records is restricted. Generally, only those who have a legitimate reason to review information in an employee's file are allowed to do so. Disclosure of personnel information to outside sources will be limited. However, the Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required. All personnel records are secured in our company software. Log in information is not to be shared out side of office.

Employees may contact a Human Resources representative to request a time to review their payroll records and/or personnel file. With reasonable advance notice, an employee may review his or her own records in the Company's offices during regular business hours and in the presence of an individual appointed by the Company to maintain the records. You also have the right to obtain a copy of your personnel files within seven working days after a request is made, but you may be required to pay for any such copies. You may add your comments to any disputed item in the file.

By policy, the Company will provide only the former or present employee's dates of employment and position(s) held with the Company. Compensation information may also be verified if written authorization is provided by the employee.

## **2.8 Privacy.**

The Company is respectful of employee privacy. All employee demographic and personal information will be shared only as required in the normal course of business. Healthcare enrollment information is kept in a separate folder from other human resources forms. Workers' Compensation information is not considered private healthcare information; however, this information will be released only on a need-to-know basis.

The Company does not make or receive any private healthcare information through the course of normal work. If any employee voluntarily shares private healthcare information with a member of management, this information will be kept confidential. If applicable, the Company will set up guidelines for employees and management to follow to ensure that company employees conform to the requirements of the Health Insurance Portability and Accountability Act (HIPAA). In respect to our Home Health clients, all information is stored in our software. Office Employee log in informations is confidential and not to be shared.

## **2.9 Immigration Law Compliance.**

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 on the date of hire and present documentation establishing identity and employment eligibility within three business days of date of hire. Former employees who are rehired must also complete an I-9 form if they have not completed an I-9 form with the Company within the past three years, or if their previous I-9 form is no longer retained or valid. You may raise questions or complaints about immigration law compliance without fear of reprisal.

## **2.10 Political Neutrality.**

Maintenance of individual freedom and our political institutions necessitates broad scale participation by citizens concerning the selection, nomination and election of our public office holders. The Company will not discriminate against any employee because of identification with and support of any lawful political activity. Company employees are entitled to their own personal political position. The Company will not discriminate against employees based on their lawful political activity engaged in outside of work. If you are engaging in political activity, however, you should always make it clear that your actions and opinions are your own and not necessarily those of the Company, and that you are not representing the Company.

## **2.11 Additional Protections for Pregnant Employees.**

**NOTICE: Are you pregnant, recovering from childbirth, or do you have a medical or common condition related to pregnancy?**

**If so, you have the right to:**

- Ask your employer for a reasonable accommodation for your pregnancy, such as more frequent bathroom breaks, assistance with heavy work, a private space for expressing milk, or time off to recover from your pregnancy.
- Reject an accommodation offered by your employer during your pregnancy that you do not desire.
- Continue working during your pregnancy if a reasonable accommodation is available which would allow you to continue performing your job.

**Your employer cannot:**

- Discriminate against you because of your pregnancy.
- Retaliate against you because you requested a reasonable accommodation.

It is illegal for your employer to fire you, refuse to hire you or refuse to provide you with a reasonable accommodation because of your pregnancy. For more information regarding your rights, download the Illinois Department of Human Rights fact sheet from [www.illinois.gov/dhr](http://www.illinois.gov/dhr)

For immediate help or if you have questions regarding your rights, call (312) 814-6200 or (217) 785-5100 or (866) 740-3953 (TTY)

#### CHICAGO OFFICE

100 W. Randolph Street, 10th Floor  
Intake Unit  
Chicago, IL 60601  
(312) 814-6200

#### SPRINGFIELD OFFICE

222 South College, Room 101-A  
Intake Unit  
Springfield, IL 62704  
(217) 785-5100

#### MARION OFFICE

2309 West Main Street, Suite 112  
Intake Unit  
Marion, IL 62959  
(618) 993-7463

**The charge process may be initiated by completing the form at:  
<http://www.illinois.gov/dhr>**

Effective January 1, 2015, P.A. 98-1050 amends the Illinois Human Rights Act (775 ILCS 5/1 et seq.) to create additional protections for pregnant employees. This applies to any employer employing 1 or more employees. P.A. 98-1050 protects part-time, full-time, and probationary employees as well as job applicants. P.A. 98-1050 covers employees who are pregnant, have recently given birth or who have a medical or common condition related to their pregnancy or childbirth.

Under Public Act 98-1050, it is illegal for an employer to:

1 Refuse to hire, to segregate, or to act with respect to recruitment, hiring, promotion, renewal of employment, selection for training or apprenticeship, discharge, discipline, tenure or terms, privileges or conditions of employment, fringe benefits on the basis of pregnancy;

1 Fail to reasonably accommodate a pregnant employee unless the accommodation will impose an undue hardship;

1 Deny employment opportunities or benefits to or take adverse action against an otherwise qualified job applicant or employee if the denial or adverse action is based on the need of the employer to make reasonable accommodations to a pregnant employee;

1 Require a pregnant employee to accept an accommodation which the employee did not request, and the employee chooses to decline;

1 Require an employee to take leave under any leave law or policy of the employer if another reasonable accommodation can be provided to the employee;

1 Fail to reinstate the pregnant employee to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other applicable service credits upon her signifying her intent to return or when her need for reasonable accommodation ceases unless the employer can demonstrate that the accommodation of reinstating the employee will impose an undue hardship on the ordinary operations of the employer;

1 Fail to post or keep posted in a conspicuous location on the premises of the employer, or fail to include in any employee handbook information concerning an employee's rights under P.A. 98-1050;

1 Retaliate against an employee because the employee requested or was provided a reasonable accommodation.

#### A Reasonable Accommodation:

1 The burden is on the employee to make the request;

1 Once the employee makes the request, the burden shifts to the employer to grant the accommodation unless that employer can show that the accommodation would impose an undue hardship on the ordinary operation of the business of the employer;

2 An accommodation would impose an undue hardship on the ordinary operation of the business of the employer if granting the accommodation would be prohibitively expensive or disruptive when considered in light of the following factors:

- aThe nature and cost of the accommodation needed;
- bThe overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation, the number of persons employed by the facility, the effect on expenses and resources, or the impact otherwise of the accommodation upon the operation of the facility;
- cThe overall financial resources of the employer with respect to the number of its employees, and the number, type, and location of its facilities; and
- dThe type of operation or operations of the employer, including the composition, structure, and functions of the workforce of the employer, the geographic separateness, administrative, or fiscal relationship of the facility or facilities in question to the employer.

4. A reasonable accommodation is a reasonable modification or adjustment to the job application process or work environment, or to the manner or circumstances under which the position desired or held is customarily performed, that enable an applicant or employee affected by pregnancy to be considered for the position or to perform the essential functions of that position. Examples include:

- aMore frequent or longer bathroom breaks;
- bBreaks for increased water intake;
- cBreaks for periodic rests;
- dPrivate non-bathroom space for expressing breast milk and breastfeeding; (e) Seating;
- eAssistance with manual labor;
- fLight duty;
- gThe provision of an accessible worksite;
- hAcquisition or modification of equipment;
- iA part-time or modified work schedule;
- jAppropriate adjustment or modifications of examinations, training materials, or policies;
- kReassignment to a vacant position;
- lTime off to recover from pregnancy; and (p) Leave necessitated by pregnancy.

5The employer and the employee must engage in a timely, good faith, and meaningful exchange to determine effective reasonable accommodation.

5An employer is not required to create additional employment that the employer would not otherwise have created, unless the employer does so or would do so for other classes of employees who need accommodation.

6An employer is not required to discharge any employee, transfer any employee with more seniority, or promote any employee who is not qualified to perform the job, unless the employer does so or would do so to accommodate other classes of employees who need it.

A Medical Documentation:

1. In response to a request for an accommodation, an employer can ask that the employee provide documentation from the employee's healthcare provider if:

aThe employer also requests similar documentation for conditions related to a disability;

bThe request is job-related and consistent with business necessity; and (c) The request is limited to information concerning:

iThe need or medical justification for the requested accommodation;

iiA description of the reasonable accommodation medically advisable;

iiiThe date the reasonable accommodation became medically advisable; and (iv) The probable duration of the reasonable accommodation.

2If an employer requests documentation which it is entitled to under P.A. 98-1050, an employee requesting the accommodation must submit to the employer the documentation requested.

2Nothing in P.A. 98-1050 prohibits an employer from requesting documentation from the employee's healthcare provider to determine compliance with other laws.

## A Posting Requirements

1. To meet the posting requirements of P.A. 98-1050, an employer must post the English version of the Notice that can be found on the Illinois Department of Human Rights website:

[http://www2.illinois.gov/dhr/Publications/Pages/Pregnancy\\_Rights\\_Notice\\_Requirement.aspx](http://www2.illinois.gov/dhr/Publications/Pages/Pregnancy_Rights_Notice_Requirement.aspx)

This notice must be placed in a conspicuous location on the premises of the employer where notices are customarily posted. An employer may also post the Spanish version of the Notice but may not post the Spanish version in lieu of the English version.

## 2.12 "Ban the Box Law."

The **Job Opportunities for Qualified Applicants Act (PA 98-0774)**, more commonly referred to as the "Ban the Box" law, prohibits private sector employers with 15 or more employees from asking job applicants about their criminal background prior to extending an offer of an interview or conditional employment. With exception to health care workers

Health care workers with a criminal background must be approved per IDPH rules and regulations for health care workers. Bird In The Hand performs a finger print background check through the IDPH web portal prior to employment and yearly there after.

## **Section 3**

### **•Hours of Work and Payroll Practices**

#### **3.1 Pay Periods and Paydays.**

Employees are paid on a weekly basis. All employees will be paid on Friday of each week. All employees are paid by check or direct deposit on the above-mentioned payday. If the regular payday falls on a weekend or Company holiday, employees will be paid on the last business day before the holiday and/or weekend. Holidays include New Year's Day, Easter , Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving Day and Christmas Day. Juneteenth.

#### **3.2 Overtime.**

Overtime is payed at a rate of time and a half for over 40 hours worked in a work week.

Nonexempt employees will be paid in accordance with federal and Illinois state law.

In Illinois, with some exceptions, the standard work week for nonexempt employees should not exceed 40 hours per week. Should the Company find it necessary to employ an employee in excess of this standard, overtime hours shall be compensated at the rate of one and one-half times the regular rate of pay.

All overtime work by non-exempt employees must be authorized in advance by their manager. Only hours actually worked will be used to calculate overtime pay.

#### **3.3 Rest and Meal Periods.**

All rest and meal periods will be in accordance with Illinois state law.

Employees scheduled to work more than a 6-hour period will be provided a 30-minute unpaid meal period, no later than five hours after the beginning of the shift. Reasonable unpaid break time will also be provided to breast-feed an infant or express breast milk.

Employees scheduled to work more than a 6-hour period will also be given a 15-minute paid break 2 hours after arrival. 30 minute break after completion of 6 hours.

Employees scheduled for a 12-hour shift will be given a 30 minute unpaid meal break and 2 15 minute paid breaks at separate time periods, but not within the first 2 hours of work.

### **3.4 Time Cards.**

Nonexempt employees are required to keep an accurate and complete record of their attendance and hours worked. Time cards are official business records and may not be altered without the employee's supervisor's approval and may not be falsified in any way.

### **3.5 Payroll Deductions.**

Various payroll deductions are made each payday to comply with federal and state laws pertaining to taxes and insurance. Deductions will be made for the following: Federal and State Income Tax Withholding, Social Security, Medicare, State Disability Insurance & Family Temporary Disability Insurance, and other items designated by you or required by law (including a valid court order). You can adjust your federal and state income tax withholding by completing the proper federal or state form and submitting it to Accounting or Human Resources. At the start of each calendar year, you will be supplied with your Wage and Tax Statement (W-2) form for the prior year. This statement summarizes your income and deductions for the year.

### **3.6 Wage Garnishment.**

A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a just debt. Once the Company receives the legal papers ordering a garnishment, we are required by law to continue making deductions from your check until we have withheld the full amount or until we receive legal papers from the court to stop the garnishment. Even if you have already paid the debt, we still need the legal papers to stop the garnishment.

### **3.7 Direct Deposit.**

All employees are encouraged, but not required, to use direct deposit and have their paychecks deposited into a bank account of an accredited participating bank or credit union.

### 3.8 Payroll Cards.

"Payroll card" means a card provided to an employee by an employer or other payroll card issuer as a means of accessing the employee's payroll card account. "Payroll card account" means an account that is directly or indirectly established through an employer and to which deposits of a participating employee's wages are made. "Payroll card issuer" means a bank, financial institution, or other entity that issues a payroll card to an employee under an employer payroll card program. An employer using a payroll card to pay an employee's wages shall meet the following requirements:

1The employer shall not make receipt of wages by payroll card a condition of employment or a condition for the receipt of any benefit or other form of remuneration for any employee.

1The employer shall not initiate payment of wages to the employee by electronic fund transfer to a payroll card account unless:

Athe employer provides the employee with a clear and conspicuous written disclosure notifying the employee that payment by payroll card is voluntary, listing the other method or methods of payment offered by the employer in accordance with Section 4 of 820 ILCS 115, and explaining the terms and conditions of the payroll card account option, including:

(i) an itemized list of all fees that may be deducted from the employee's payroll card account by the employer or payroll card issuer;

Ba notice that third parties may assess transaction fees in addition to the fees assessed by the employee's payroll card issuer; and

Can explanation of how the employee may obtain, at no cost, the employee's net wages, check the account balance, and request to receive paper or electronic transaction histories, as provided in item (3);

Dthe employer also offers the employee another method or methods of payment in compliance with Section 4 of 820 ILCS 115; and

Ethe employer obtains the employee's voluntary written or electronic consent to receive the wages by payroll card.

1A payroll card program offered by the employer shall provide the employee with:

Aat least one method of withdrawing the employee's full net wages from the payroll card once per pay period, but not less than twice per month, at no cost to the employee, at a location readily available to the employee;

Bat the employee's request, one transaction history, which the employee may request to receive in paper or electronic form, each month that includes all deposits, withdrawals, deductions, or charges by any entity from or to the employee's payroll card account at no cost to the employee; and

Cunlimited telephone access to obtain the payroll card account balance on the payroll card at any time without incurring a fee.

1An employer may not use a payroll card program that charges fees for point of sale transactions, the application, initiation, loading of wages by the employer, or participation in the payroll card program. Fees for account inactivity may be assessed following one year of inactivity. The payroll card program must offer the employee a declined transaction, at no cost to the employee, twice per month. Commercially reasonable fees, limited to cover the costs to process declined transactions, may be assessed on subsequent declined transactions within that particular month.

1The payroll card or payroll card account may not be linked to any form of credit including, but not limited to, overdraft fees or overdraft service fees, a loan against future pay, or a cash advance on future pay or work not yet performed.

1An employee paid wages by payroll card may request to be paid wages by another method of payment provided by the employer in accordance with Section 4. Following the request, the employer shall, within 2 pay periods, begin payment to the employee by the allowable method requested by the employee.

1A payroll card program offered by an employer shall provide the employee with protections from unauthorized use of the payroll card in accordance with State and federal law concerning electronic fund transfers.

1The employer's obligations under this Section shall cease sixty (60) days after the employer/employee relationship has ended and the employee has been paid the employee's full and final wages.

1Within thirty (30) days of the termination of the employer/employee relationship, the employer shall notify the employee that the terms and conditions of the account may change if the employee chooses to continue a relationship with the payroll card issuer.

## **•Section 4 Standards of Conduct and Employee Performance**

### **4.1 Anti- Harassment and Discrimination.**

The Company is committed to providing a work environment free of sexual or any form of unlawful harassment or discrimination. Harassment or unlawful discrimination against individuals based on race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by local, state or federal laws is illegal and prohibited by Company policy. Such conduct by or towards any employee, contract worker, customer, vendor or anyone else who does business with the Company will not be tolerated. Any employee or contract worker who violates this policy

will be subject to disciplinary action, up to and including termination of his or her employment or engagement. To the extent a customer, vendor, client family, staff, office workers, or any other person with whom the Company does business engages in unlawful harassment or discrimination, the Company will take appropriate corrective action.

### **Prohibited Conduct:**

Prohibited harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability or any other legally protected basis if:

a submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or engagement

a submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's employment or engagement; or creates a hostile or offensive work environment in the office or place staffing assignment.

Prohibited harassment includes (but is not limited to) unwelcome sexual advances, requests for sexual favors and lewd, vulgar or obscene remarks, jokes, posters or cartoons, and any unwelcome touching, pinching or other physical contact. Other forms of unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories. Prohibited harassment might also be transmitted using the Company's electronic communications system, or through other on-line conduct.

### **Complaint Procedure:**

Employees or contract workers who feel that they have been harassed or discriminated against, or who witness any harassment or discrimination by an employee, contract worker, customer, vendor, resident, Family/friend of resident, office staff, field staff, or anyone else who does business with the Company, should immediately report such conduct to their supervisor or any other member of management.

Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, customer, vendor or other person who does business with this organization is exempt from the prohibitions in this policy. In response to every complaint, the Company will conduct an investigation which may involve interviewing witnesses if warranted and, if improper conduct is found, take appropriate corrective action.

To the extent that an employee or contract worker is not satisfied with the Company's handling of a harassment or discrimination complaint, he or she may also contact the appropriate state or federal enforcement agency for legal relief.

## **4.2 Attendance.**

SHIFT REMINDERS-Shift reminders are texted and emailed the day prior to assignment. This is a courtesy. If you believe you have an assignment and do not receive a reminder, please call Bird In The Hand to be sure there is not an error on our end.

It is the responsibility of each employee to know their shifts. Not receiving a reminder is no excuse for not arriving as assigned and can result in suspension of 30 days.

Employees will be notified by text and email of cancelled shifts.

LATE ARRIVAL TO SHIFT- When accepting a shift, you have the responsibility to be on time, and stay the entire shift you agree to as an employee. If you are going to be late, you must notify the scheduler on duty by calling them to inform them you will be late and when you will arrive. Any employee that is late to a shift 2 or more times in a 30-day period will result in a 1-week suspension. Continuation of being late to a shift will result in termination from Bird in The Hand Staffing.

LEAVING A SHIFT EARLY- Leaving a shift early is only acceptable when given permission from your immediate Facility Supervisor. The scheduler of Bird in The Hand Staffing must be notified after permission is given. If agreed upon, all work must also be completed before departure. Failure to not do anything under this section will be treated as Walking Off a Shift.

WALKING OFF A SHIFT- If a Bird in The Hand employee; leaves an assigned shift without permission of Bird in The Hand Staffing and the Facility Supervisor, the employee will not be paid for that shift. Bird in The Hand Staffing will not bill a facility/individual for an abandoned shift. This is a patient/resident abandonment. This will also result in termination from staffing.

ILLNESS/FAMILY EMERGENCY- If any employee calls off several shifts in a row for the same illness or family emergency, it will count as 1 call off. A cancellation of 3 or more shifts in a row due to illness will require a physician's letter of clearance or proof of an emergency to return to work.

EXCUSED ABSENCES- In order to be an excused absence, you must call the on-staff scheduler at least 2 hours before your agreed upon shift. Continuation of these actions will result in termination. You must call the scheduler to be considered an excused absence! No exceptions. The reason for the call of may be decided to be unexcused on a case by case basis.

## UNEXCUSED ABSENCES-

Unexcused includes call offs less than 2 hours before the start of a shift. Each unexcused absence will be judged on a case by case basis and may require proof of absence to not be considered unexcused. You must also call the scheduler, otherwise it can be considered a No Call/ No Show. If any employee has 1 or more unexcused call off's in a 30-day period continues into another 30 day period will result in immediate termination from Bird in The Hand Staffing. Unexcused absences otherwise include, call off for other job, bad weather conditions unless extenuating circumstances, a forgotten appointment, Issue with dress codes, and other issues that may arise that are obvious negligence of scheduled shift arrival.

**NO CALL/NO SHOW-** Failure to call off prior to start of shift and not arriving for assigned shift will result in a No Call/No Show. A No Call/No Show will result in a 30-day suspension. A second No Call/ No Show will result in termination from Bird in The Hand Staffing. A No Call/ No Show is unacceptable and calling off a shift must be done through a phone call, otherwise it is considered a No Call/ No Show. A No Call/ No Show is a major issue, and we need our employees to arrive and work the shift the employee agree to. If rehired, previous No Call/No Show will remain on employee record and carry forward.

**FALLING ASLEEP DURING A SHIFT-** This will be treated as walking off your shift and will result in possible termination. The facilities we staff deserve to know our employees come to work prepared to work the FULL SHIFT! NO EXCEPTIONS!

**LEAVING ASSIGNED HALL-** with no available caregiver, is patient/resident abandonment. Will result in possible termination.

**ARRIVAL AND NOT ON SCHEDULE-** If upon arrival at staffing assignment, the employee of Bird In The Hand is not on the schedule and the client states said employee is not needed, the employee must call Bird In The Hand BEFORE leaving the place of assignment to determine if the error is on the place of assignment or Bird In The Hand.

If it at the fault of the assignment, they have the choice to keep you for half of your shift, or up to 4 hours if longer than an 8 hour assignment. If it is the fault of Bird In The Hand, you will be paid the same per Bird In The Hand. If another assignment is available with a reasonable distance from original assignment, employee is offered to go to that assignment, if employee refuses new assignment, the "show up pay" is forfeited.

If the assignment chooses to later keep employee for the entire shift, the employee must complete the shift as requested originally by the employee.

If there is an issue resulting in a second 30-day suspension twice, it will result in termination. Employee will not be eligible for rehire.

DNR FROM 3 OR MORE FACILITIES DUE TO ATTENDANCE OR POOR PERFORMANCE, ETC...-Being asked not to return to 3 or more facilities may lead to termination.

### **4.3 Discipline and Standards of Conduct.**

As an at-will employer, the Company may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including verbal counseling, written warnings, suspension, demotion, transfer, reassignment or termination. The discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, at any time the Company determines it is appropriate, an employee may be terminated immediately.

Every organization must have certain standards of conduct to guide the behavior of employees. Although there is no possible way to identify every rule of conduct, the following is an illustrative list (not intended to be comprehensive or to limit the Company's right to impose discipline for any other conduct it deems inappropriate). Keep in mind that these standards of conduct apply to all employees whenever they are on Company property and/or conducting Company business (on or off Company property). Engaging in any conduct the Company deems inappropriate may result in disciplinary action, up to and including termination.

aDishonesty;

aFalsification of Company records;

aUnauthorized use or possession of property that belongs to the Company, a coworker, or of the public;

aPossession or control of illegal drugs, weapons, explosives, or other dangerous or unauthorized materials;

aFighting, engaging in threats of violence or violence, use of vulgar or abusive language, horseplay, practical jokes or other disorderly conduct that may endanger others or damage property;

aInsubordination, failure to perform assigned duties or failure to comply with the Company's health, safety or other rules;

aUnauthorized or careless use of the Company's materials, equipment or property;

aUnauthorized and/or excessive absenteeism or tardiness;

aLack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace;

### **aPhysical, Verbal or Financial Abuse**

aNoncompliance of State Mandatories for Health Care Workers as required yearly and current professional license/certification as required by state law.

aSexual or other illegal harassment or discrimination

aUnauthorized use or disclosure of the Company's confidential information;

aAccepting of Personal Gifts, Tips, or anything of Monetary Value from a resident, patient, client or their family and significant others is strictly prohibited of a Bird In The Hand Staffing employee.

### **4.4Dress Code**

AScrubs are to be worn on all assignments unless otherwise noted per facility assigned. shoes must be nursing shoes or white tennis shoes.

AHair must be pulled up to shoulder length.

ANo artificial finger nails

ANatural fingernails must not exceed the fingertips in length

ADress code Uniforms only

AMust have closed toed/heel shoes (aka: tennis shoes)

AAny action during a shift for Bird In The Hand resulting in an IDPH, IDFPR, OIG, Police or related investigation will result in a suspension pending the outcome of the investigation and possible termination related to the out come of the investigation.

All employees are to have current CPR, yearly physical, yearly TB skin test, and current certification or license if required by law. A Social Security Card and Current State ID must be on file at all times.

#### **4.4 Safety.**

**Separate Safety manual provided.**

#### **4.4 Substance and Abuse.**

The Company is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on the Company's premises or while using the Company vehicles or equipment, or at any location during work time.

No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.

Any violation of this policy will result in disciplinary action, up to and including termination.

Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered. Employee use of prescribed Methamphetamine, Opiate, Cocaine, marijuana medications, must refrain from use of prescription within 8 hours prior to start of scheduled shift and during shift.

#### **4.7 Workplace Searches.**

All offices, desks, file drawers, cabinets, lockers, Company vehicles, and other Company equipment (including but not limited to computers, e-mail and voice mail) and facilities or any area on Company premises are the property of the Company ("Company Property") and are intended for business use. Employees should have no expectation of privacy with respect to Company property and/or items stored within Company Property or on Company premises. Inspection may be conducted at any time, without notice, at the discretion of the Company.

In addition, when the Company deems appropriate, employees may be required to submit to searches of their personal vehicles, parcels, purses, handbags, backpacks, brief cases, lunch boxes or any other possessions or articles brought on to the Company's premises.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. All employees must cooperate in an inspection; failure to do so is insubordination and will result in disciplinary action, up to and including termination.

#### **4.8 Internet, Email and Computer Use Policy.**

The Company uses various forms of electronic communication including, but not limited to:

computers, email, telephones, voicemail, instant message, text message, Internet, cell phones and smart phones (hereafter referred to as "electronic communications"). The electronic communications, including all software, databases, hardware, and digital files, remain the sole property of the Company and are to be used only for Company business and not for personal use.

The following rules apply to all forms of electronic communications and media that are: (1) accessed on or from Company premises; (2) accessed using the Company computer or telecommunications equipment, or via Company-paid access methods; and/or (3) used in a manner which identifies the Company. The following list is not exhaustive, and the Company may implement additional rules from time to time.

aElectronic communication and media may not be used in any manner that would be discriminatory, harassing, or obscene, or for any other purpose that is illegal, against Company policy, or not in the best interest of the Company. Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment, or related actions will be subject to discipline, up to and including termination. Employees may not install personal software on Company computer systems.

bEmployee's own electronic media may only be used during breaks. All other company policies, including the Company's no tolerance for discrimination, harassment, or retaliation in the workplace apply.

aAll electronic information created by any employee on Company premises or transmitted to Company property using any means of electronic communication is the property of the Company and remains the property of the Company. You should not assume that any electronic communications are private or confidential and should transmit personal sensitive information in other ways. Personal passwords may be used for purposes of security, but the use of a personal password does not affect the Company's ownership of the electronic information. The Company will override all personal passwords if necessary for any reason.

aThe Company reserves the right to access and review electronic files, messages, internet use, blogs, "tweets", instant messages, text messages, email, voice mail, and other digital archives, and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of Company policy or any law occurs. All such information may be used and/or disclosed to others, in accordance with business needs and the law. The Company reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system. No pictures or video of any type are to be taken within the workplace.

aEmployees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by Company management. No employee may install or use anonymous e-mail transmission programs or encryption of e-mail communications.

aEmployees who use devices on which information may be received and/or stored, including but not limited to cell phones, cordless phones, portable computers, fax machines, and voice mail communications are required to use these methods in strict compliance with the Confidentiality section of this Handbook. These communications tools should not be used for communicating confidential or sensitive information or any trade secrets.

aAccess to the Internet, websites, and other types of Company-paid computer access are to be used for Company-related business only. Any information about BIRD IN THE HAND STAFFING, LLC's products or services, or other types of information that will appear in the electronic media about the Company must be approved before the information is placed on any electronic information resource that is accessible to others.

#### **4.9 Social Media Policy.**

##### **Policy Statement**

This policy provides guidance for employee use of social media, which should be broadly understood for purposes of this policy to include blogs, wikis, micro blogs, message

boards, chat rooms, electronic newsletters, online forums, social networking sites, and other sites and services that permit users to share information with others in contemporaneous manner.

### Policy Interpretation and Implementation

The following principles apply to professional use of social media on behalf of Bird in The Hand Staffing as well as personal use of social media when referencing Bird in The Hand.

1 Employees need to know and adhere to Bird in the Hand's Code of Conduct, Employee Handbook, and other company policies when using social media in references to Bird in The Hand.

1 Employees should be aware of the effect of their action may have on their images, as well as Bird in The Hand's Image. The information that employees post or publish may be public information for a long time and can lead to HIPPA violations.

1 Employees should be aware that Bird in The Hand may observe content and information made available by employees through social media. Employees should use their best judgement in posting material that is neither inappropriate or harmful to Bird in The Hand, It's employees, or customers.

1 Although not an exclusive list, some specific examples of prohibited social media conduct include posting commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment.

1 Employees are not to publish, post, or release any information that is considered confidential or not public. If there are questions what is considered confidential, employees should check with the People Services Department and/or their supervisor.

1 Social media networks, blogs and other types of online content sometimes generate press and media attention or legal questions. Employees should refer these inquiries to the Director of Marketing Administrator, or CEO.

1 If employees encounter a situation while using social media, that threatens to become antagonistic, employees should disengage from the dialogue in a polite manner and seek the advice of a supervisor.

1 Employees should get appropriate permission before you refer to or post images of current or former employees, members vendors, or suppliers. Additionally, employees should get appropriate permission to use third party's copyrights, copyrighted material, trademark, service marks or other intellectual property.

1 Social media use shouldn't interfere with employee's responsibilities at Bird in The Hand. Bird in the Hand's computer systems are to be used for business purposes only. When using Bird in The Hand's computer systems, use of social media for business purposes is allowed but personal use of social networks or personal blogging is discouraged and can result in disciplinary action.

1 If employees publish content after-hours that involves work or subjects associated with Bird in The Hand, a disclaimer should be used, such as this: "The postings on this site are my own and may not represent Bird in The Hand's positions, strategies, or opinions."

1 Employees, contractors, volunteer or consultants are prohibited from taking photos of residents. Taking, posting and sharing unauthorized images of residents via social media (Facebook, LinkedIn, Snapchat, Instagram, etc.) Can constitute abuse in violation of the Federal Conditions of Participation (COP's) for nursing homes. Posting photographs or videos of residents without proper written authorization can result in a HIPAA violation and trigger HIPAA breach analysis and reporting requirements of a HIPAA authorization, even if that consent is in writing.

#### **4.10 Cell Phone Policy.**

##### **Purpose**

THIS COMPANY CELL PHONE POLICY (Cell phone policy), January 5, 2018, sets forth BIRD IN THE HAND STAFFING, LLC'S (herein after referred as the Company) policies about cell phone usage. It provides clarification for the insurance and use of cell phones and to establish the protocol for reimbursement by employees for personal use of the Company.

##### **Applicability**

This policy applies to all the company employees. Company employees include full-time or part-time, independent contractors, interns, and consultant. All employees are required to sign this agreement confirming their understanding and acceptance of this policy.

##### **Cell phone**

For the purpose of this Policy, the term Cell Phone is defined as any handled electronic device with the ability to receive and/or transmit voice, text, or data messages without a cable connection (Including but not limited to, cellular phones, digital wireless phones, radio-phones/walkie-talkies, telephone pagers), Personal Digital assistants with wireless communications capabilities(PDA's), or Research in motion (RIM) wireless devices. The Company reserves the right to modify or update these policies at any time.

##### **Use of Cell Phones or Similar Devices**

#### **1 General Use at Work**

While at work, employees are expected to exercise the same discretion in using personal cell phones as they use with company phones. Excessive personal calls during the workday, regardless of the phone used, can interfere with employee productivity and be distracting to other employees. Employees should restrict personal calls during work time and should use personal cell phones only during scheduled break or lunch periods in non-working areas. Other personal calls should be made during non-work time whenever possible, and employees should ensure that their friends and family members are instructed of this policy. The Company is not liable for the loss of personal cell phones brought into the workplace. To ensure the effectiveness of meetings, employees are asked to leave all cell phones at their desk. On the unusual occasion of an emergency or anticipated emergency that requires immediate attention, the cell phone may be carried to the meeting on vibrate mode.

### 1 Unsafe work situation

The Company prohibits employee use of cell phone or similar devices while at any work site at which the operation of such device would be a distraction to the user and/or could create an unsafe work environment. Such work sites must be secured, or the device used only by an employee who is out of harm's way at such work environments.

### 1 Use While Driving

An employee who uses a company-supplied device or a company-supplied vehicle is prohibited from using a cell phone, hand off, or similar device while driving, whether the business conducted is personal or company related. This prohibition includes receiving or placing calls, text messaging, surfing the Internet, receiving or responding to email, checking for phone messages, or any other purpose related to your employment; the business' our customers' our vendors' volunteer activities, meetings, or civic responsibilities performed for or attended in the name of the company' or any other company or personally related activities not named here while driving. Use of company owned vehicles or devices for personal business is discouraged.

### Company Issued Cell Phones

The Company may issue phones to employees whose jobs require them to make calls while away from work or require them to be accessible for work-related matters.

Cell phones issued by the Company are Company property. Employees must comply with Company requests to make their company-issued cell phones available for any reason, including upgrades, replacement, or inspection. Employees who leave the Company for any reason must return in their Company-issued cell phones.

### Personal Use of Company-Owned Cell Phones

Employees may not use any cameras, video and audio recording devices, or video or recording features of cell phones, MP3 Players or Personal digital assistants with wireless communications capabilities (PDA's) or other digital devices that contain such capability at work that can cause violations of privacy and breaches of confidentiality.

Camera phones can present risks to a company, potentially compromising customer information.

#### Security of Company Issued Cell Phones

Employees are responsible for the security of Company-issued cell phones and the information stored on them. Always carry it with you, never leave the cell phone unattended. If lost or stolen, you must immediately notify the same to the Company.

#### Personal Cell Phones at Work

The Company allows the employees to bring their personal cell phones to work. We expect employees to keep personal conversations to a minimum. While occasional, brief personal calls are acceptable. Employees must turn off the ringers on their cell phones while away from their cell phones. Employee must turn off the ringers on their cell phones or leave elsewhere while in meetings, or training.

#### Review of Monthly Charges

A review of calling activity will be conducted monthly by ROBIN SIMPSON, RN and the cellular device user. The user must document the business purpose of each call activity item that is NOT a call to the Company number or a call to other company required or purchased Cellular Devices. The documentation for these calls must include who was called and for what business purpose. Any call that cannot be documented as to it's business purpose will be treated as a personal (unauthorized) call and must be reimbursed to the Company.

#### Special Responsibilities of Managerial Staff

It is important for management to provide a good example of mobile/cellular phone use and to guard against excessive or inappropriate use of personal mobile/cellular phones by their officers.

#### Effect of Policy

Violations of the foregoing rules will be considered a serious offence and may result in the imposition of discipline up to and including termination.

#### Reminder

The use of cell phones and other wireless devices while driving leads to distractions that can result in traffic accidents. So, while we cannot force you to adhere to these rules when you are not on duty, we strongly urge you to do so for your own safety and well-being and that of family, friends and third parties on the roadways.

Cell Phones are not to be used unless an employee is on their break, and in the designated break areas only!

#### **4.11 Staying on Assigned Hall.**

Employees must stay down the hall you are assigned to unless requested to help another CNA/Nurse and only when someone else can watch your hall while you are gone; then must immediately return to hall that you are assigned to. Leaving your assigned hall unattended is treated as abandoning your patients and must never do so.

At times you will be asked to finish your assignment on another hall or area.

Employees of Bird In The Hand Staffing cannot choose the assignment.

### **•Section 5 Employee Benefits and Services**

#### **5.1 Generally.**

Aside from those benefits required by state and federal regulations, BIRD IN THE HAND STAFFING, LLC also offers additional benefits for its full-time employees. From time to time, benefits may be added or deleted from the benefits package. The Company reserves the right to make such changes.

This Handbook does not contain the complete terms and/or conditions of any of the Company's current benefit plans. It is intended only to provide general explanations. For information regarding employee benefits and services, employees should contact

\_\_\_\_\_.

#### **5.2 Group Life Insurance.**

BIRD IN THE HAND STAFFING, LLC offers a group life insurance plan for eligible employees, including accidental death and dismemberment coverage. The Company's group life insurance plan is offered through Lincoln Financial Group. For more information, refer to the Company's benefits booklet for complete details and benefits.

#### **5.3 Worker's Compensation.**

All states have Workers' Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered during employment. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and during employment. BIRD

IN THE HAND STAFFING, LLC carries Workers' Compensation Insurance for all employees and pays the entire cost of the insurance program. An employee who suffers an injury or illness in connection with the job is usually eligible to receive payment through the insurance company for lost wages. In addition to disability payments, necessary hospital, medical and surgical expenses are covered under Workers' Compensation, with payments being made directly to the hospital or physician. Workers' Compensation benefits to injured workers also include assistance to help qualified injured employees return to suitable employment.

#### **5.4 Social Security Benefits (FICA).**

During your employment, you and the Company both contribute funds to the Federal government to support the Social Security Program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

#### **5.5 Unemployment Insurance.**

The company pays a state and federal tax to provide employees with unemployment insurance coverage in the event they become unemployed through no fault of their own or due to circumstances described by law. This insurance is administered by applicable state agencies, who determine eligibility for benefits, the amount of benefits (if any), and duration of benefits.

#### **5.6 Additional Benefits.**

Aflac VSP Vision insurance Delta Dental

### **•Section 6 Employee Leaves of Absence and Time Off**

#### **6.1 Generally.**

While regular attendance is crucial to maintain business operations, the Company recognizes that, for a variety of reasons, employees may need time off from work. The Company has many types of leaves of absence. Some are governed by law and others are discretionary. For all planned leaves, however, employees must submit a request at least 14 days in advance; in case of emergencies, employees should submit the request as soon as they become aware of the need for leave. All leaves must have the approval of Company management. If, during a leave, an employee accepts another job, engages in other employment or consulting outside of the Company, or applies for unemployment insurance

benefits, the employee may be considered to have voluntarily resigned from employment with the Company.

All requests for a leave of absence will be considered, depending on their effect on the Company and its work requirements, as determined by Company management, which reserves the right to approve or deny such requests in its sole discretion, unless otherwise required by law. For disability-related leave requests, the Company will engage in an interactive process with the employee to determine if a leave is the most appropriate accommodation. The employee must provide a certification from his or her health care provider to the Company to support a leave for medical reasons. Failure to provide the required certification to the Company in a timely manner will result in delay or denial of leave. If an employee requires an extension of leave, the employee must request such extension, and have it approved before the expiration of the currently approved leave.

While the Company will make a reasonable effort to return the employee to his or her former position or a comparable position following an approved leave of absence, there is no guarantee that the employee will be reinstated to his or her position, or any position, except as required by law.

## **6.2 Pregnancy-Disability Leave.**

Employees who are disabled because of pregnancy, childbirth, or a related medical condition may request an unpaid leave of absence. Such leave will be granted for the period of disability, up to a maximum of four months. Time off may be requested for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth.

Leave provided for pregnancy disability is treated separately from leaves required by the state family and medical leave law. However, the first 12 workweeks of a pregnancy disability leave will be treated concurrently as a leave pursuant to the federal Family and Medical Leave Act ("FMLA") for all eligible employees.

Employees who wish to take a pregnancy disability leave must notify \_\_\_\_\_ of the date the leave is expected to commence and the estimated duration of the leave. Notice should be given as indicated above. The employee must also provide a medical certification of disability to the Company. Failure to provide the required medical certification to the Company in a timely manner will result in delay or denial of leave. Before returning to work, the employee must provide a medical certification that she is able to resume her original job duties. Appropriate forms may be obtained from

\_\_\_\_\_.

Employees who return to work immediately following the expiration of an approved pregnancy disability leave will generally be reemployed in their former position or a comparable job, as required by law.

Employees who are affected by pregnancy may also be eligible to transfer to a less strenuous or hazardous position or duties, provided certain prerequisites are met. Reasonable accommodations may be requested with the advice of the employee's health care provider. In addition, lactation accommodation is also available, upon request. For more information on pregnancy disability leave or transfer and its effect on the terms, conditions or benefits of employment, please contact \_\_\_\_\_.

### **6.3 Family and Medical Leave.**

Eligible employees may request a family and medical leave of absence under the federal Family Medical Leave Act ("FMLA") in the circumstances described below. Eligible employees are those who have been employed by the Company for at least 12 months (not necessarily consecutive), have worked at least 1,250 hours during the 12 months immediately prior to the family and medical leave of absence and are employed at a worksite where there are 50 or more employees of the Company within 75 miles.

Employees must request a planned family and medical leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, employees must request the leave as soon as he or she becomes aware of the need for leave. Failure to comply with this requirement may result in a delay of the start of the leave.

A family and medical leave may be taken for the following reasons:

at the birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 2 months of the birth or placement of the child;

at the care of the employee's spouse or registered domestic partner, child, or parent with a "serious health condition";

at the "serious health condition" of the employee;

because of any qualifying exigency arising out of the fact that the employee's spouse, child, or parent 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; or

to care for a covered service member (who is the employee's spouse, child, parent or next of kin) with a serious illness or injury.

A "serious health condition" is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider. A "covered service member" is a member of the Armed Forces (including National Guard or Reserves) who is the employee's spouse, child, parent or next of kin, and 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 incurred in the line of duty. A "serious illness or injury" is an injury or illness incurred in the line of duty while on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.

**Medical Certification:** When leave is requested for medical reasons, the employee must submit a medical certification from the health care provider that establishes the employee is eligible for family and medical leave. The certification must be provided as soon as is reasonably practical, and not later than the date leave begins or within 15 days of the Company's request, whichever is later. When the leave is requested because of the employee's own serious health condition, the certification must include: (1) the date the serious health condition commenced, (2) the probable duration of the serious health condition, and (3) a statement that, because of the serious health condition, the employee is unable to work or needs medical treatment.

When leave is requested to care for a family member who is ill or injured, the certification must contain: (1) verification the family member has a serious health condition or serious injury or illness, as defined above, and the date such condition began, (2) the probable duration of the condition, (3) an estimate of the amount of time the health care provider believes the employee will be needed to care for the family member or covered service member, and (4) a statement that the condition warrants the participation of the employee to provide care. The Company reserves the right to contact the health care provider to seek

clarification of information in the certification, as needed, and may require recertification, as appropriate.

Before returning to work at the conclusion of a leave due to the employee's own serious health condition, the employee is required to provide a certification from his or her health care provider regarding the employee's fitness for duty. The employee must provide the required medical certification to the Company in a timely manner to avoid a delay or denial of leave.

Family and medical leave may be taken for up to 12 workweeks during the designated 12-month period for the purposes described in (a)-(d), above. The 12-month period will be calculated based on a calendar year. Leave for the purpose described in (e), above (to care for a covered service member), may be taken for up to twenty-six (26) workweeks in a single 12-month period. During the single 12-month period, an eligible employee shall be entitled to a combined total of 26 workweeks of leave for the reasons specified in paragraphs (a)-(d) and (e) above. In other words, any family and medical leave taken for reasons specified in paragraphs (a)-(d) above (up to 12 weeks), will be counted towards the total 26-week entitlement permitted for leave to care for a covered service member with a serious illness or injury during the single 12-month period. All time off that qualifies as family and medical leave will be counted against the employees federal and, if applicable, state family and medical leave entitlement to the fullest extent permitted by law.

During a family and medical leave, group benefits will be maintained for up to 12 workweeks (or up to 26 weeks when leave is for the purpose of caring for a covered service member), as if the employee was continuously employed.

If the employee does not return to work on the first workday following the expiration of an approved family and medical leave, the employee will be deemed to have resigned from his or her employment. Upon returning from such a leave the employee will normally be reinstated to his or her original or an equivalent position and will receive pay and benefits equivalent to those the employee received prior to the leave, as required by law. In certain circumstances, "key" employees may not be eligible for reinstatement following a family and medical leave. The Company will provide written notice to any "key" employee who is not eligible for reinstatement.

If you and your spouse both work for our Company, the two of you will be entitled to a combined total of 12 weeks of leave to care for a newborn, newly adopted child, or recently placed foster child, and to care for a parent with a serious health condition. If you both qualify for the 26-week leave permitted to care for a covered service member, you will be entitled to a combined total of 26 weeks of leave for this purpose, as well as to care for a newborn, newly adopted child, or recently placed foster child, or to care for a parent with a serious health condition.

## **State Family and Medical Leave:**

An employee may qualify for up to 12 weeks of unpaid state leave in any 12-month period if the employee or family/household member is a victim of domestic violence or sexual assault. All time off that qualifies as family and medical leave will be counted against the employee's federal and, if applicable, state family and medical leave entitlement to the fullest extent permitted by law.

### **6.4 Workers' Compensation Leave.**

Any employee who is unable to work due to a work-related injury or illness and who is eligible for Workers' Compensation benefits will be provided an unpaid leave for the period required. The first 12 weeks will be treated concurrently as a family and medical leave under the federal Family Medical Leave Act ("FMLA") for employees eligible for FMLA leave.

### **6.5 Jury Duty.**

U.S. citizens have a civic obligation to provide jury duty service when called.

By state law, a regular night shift employee will not be required to work if he or she is serving on a jury during the day. The employee should also, by law, not lose any seniority or benefits for serving jury duty.

The employee must bring in the jury duty notice as soon as it is received so that appropriate arrangements can be made to cover his or her duties. Employees are required to call in or report for work on those days or parts of days when their presence in court is not required.

### **6.6 Voting Time.**

Employees who are registered voters and whose working hours begin less than two hours after the opening of the polls and end less than two hours before the closing of the polls may take up to two hours off work with pay to vote in any local, state, and national election at a time decided by the employer. Employees should provide notice when time off is required.

## **6.7 Military Leave.**

Military leaves are available to eligible employees who enter the Uniformed Services of the United States, including the National Guard and the Commissioned Corps of the Public Health Service, or the state military forces, or the reserve components of the same, to participate in active or inactive duty or training. Time off is also permitted for an examination to determine one's fitness for duty in any of the federal military forces. Such leave will be granted in accordance with the Illinois state and federal laws, provided all legal requirements are satisfied and the employee returns to work or applies for reemployment within the time prescribed by law. The employee must provide advanced notice of the need for leave whenever possible. The employee should give the employee's supervisor as much advanced notice as possible to allow the Company to make arrangements to cover his or her position.

## **6.8 Military Family Leave.**

Employees with a spouse or registered domestic partner serving in the United States Armed Forces, National Guard or Reserves, may take up to ten (10) days of unpaid leave when their spouse or domestic partner is on a leave from deployment during a military conflict. In order to be eligible for this leave, the employee must work an average of at least 20 hours per week and have a spouse or domestic partner who is either (1) a member of the United States Armed Forces deployed during a military conflict to a designated combat theatre or combat zone; or (2) a member of the National Guard who has been deployed during a period of military conflict; or (3) a member of the Military Reserves who has been deployed during a period of military conflict. Eligible employees are required to notify the Company of their intention to take such leave within 2 days of receiving official notice that the spouse or domestic partner will be on a qualified leave and provide documentation certifying that the spouse or domestic partner will be on leave from deployment during the time the leave is requested.

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## **At-Will Employment Agreement and Acknowledgement of Receipt of Employee Handbook**

I acknowledge that I have been provided with a copy of the BIRD IN THE HAND STAFFING, LLC (the "Company") Employee Handbook, which contains important information.

on the Company's policies, procedures and benefits, including the policies on Anti-Harassment/Discrimination, Substance Use and Abuse and Confidentiality. I understand that I am responsible for familiarizing myself with the policies in this handbook and agree to comply with all rules applicable to me.

I understand and agree that the policies described in the handbook are intended as a guide only and do not constitute a contract of employment. I specifically understand and agree that the employment relationship between the Company and me is at-will and can be terminated by the Company or me at any time, with or without cause or notice. Furthermore, the Company has the right to modify or alter my position or impose any form of discipline it deems appropriate at any time. Nothing in this handbook is intended to modify the Company's policy of at-will employment. The at-will employment relationship may not be modified except by a specific written agreement signed by me and an authorized representative of the Company. This is the entire agreement between the Company and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded.

I understand that the Company reserves the right to make changes to its policies, procedures or benefits at any time at its discretion. However, the at-will employment agreement can be modified only in the manner specified above. I further understand that the Company reserves the right to interpret its policies or to vary its procedures as it deems necessary or appropriate.

I have received the Company Employee Handbook. I have read (or will read) and agree to abide by the policies and procedures contained in the Handbook.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
ROBIN SIMPSON, RN

By: \_\_\_\_\_ Date: \_\_\_\_\_  
EMPLOYEE SIGNATURE