



●●● Employee Relations Associates

# Employee Handbook

## An Equal Opportunity Employer



## A Manual of Employee Benefits and Policies

### ER Associates, Inc.

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## Introduction

### **Receipt of Company Employee Handbook**

The Employee Handbook referred to as the “Manual” is a compilation of ER Associates, Inc. policies, practices and procedures currently in effect at ER Associates, Inc., an equal opportunity employer.

*This Manual is designed to introduce employees to the organization, familiarize you with Company policies as they pertain to you as an employee, provide general guidelines on work rules, disciplinary procedures and other issues related to your employment, and to help answer many of the questions that may arise in connection with your employment.*

*This Manual and any other provisions contained herein do not constitute a guarantee of employment or an employment contract, express or implied. You understand that your employment is “at-will” and that your employment may be terminated for any reason, with or without cause, and with or without notice. Only the representatives of ER Associates, Inc. have the authority to enter into a signed written agreement guaranteeing employment for a specific term. This Manual is intended solely to describe the present policies and working conditions at ER Associates, Inc. This Manual does not purport to include every conceivable situation; it is merely meant as a guideline, and unless laws prescribe otherwise, common sense shall prevail. Of course, Federal, state, and/or local laws will take precedence over ER Associates, Inc. policies, where applicable.*

*The policies are applied at the discretion of ER Associates, Inc. ER Associates, Inc. reserves the right to change, withdraw, apply, or amend any of our policies or benefits, including those covered in this Manual, at any time. ER Associates, Inc. may notify you of such changes via email, posting on the Company’s Intranet, Portal or Website, or via a printed memo, notice, amendment to or reprinting of this Manual, but may, in its discretion make such changes at any time, with or without notice and without a written revision of this Manual.*

By signing below, you acknowledge that you have received a copy of ER Associates, Inc.’s Employee Handbook, Pay Rate, Position, Pay Day and Payroll/Timecard policy and understand that it is your responsibility to read and comply with the policies contained therein and any revisions made to it. Furthermore, you acknowledge that you are employed “at-will” and that this Manual is neither a contract of employment nor a legal document.



**Receipt of Company Employee Handbook/Acknowledgement of Position Details**

\_\_\_\_\_/\_\_\_\_\_  
ST Pay Rate OT Pay Rate      \_\_\_\_\_      Friday/every week  
Pay Day or Date

\_\_\_\_\_  
Start Date                      Hours of assignment                      Report to

\_\_\_\_\_  
Location/Site

\_\_\_\_\_  
Signature    Date

\_\_\_\_\_  
Please print your full name



## **Welcome and Purpose**

This Manual is designed to acquaint you with ER Associates, Inc. and provide you with general information about working conditions, benefits, and policies affecting your employment.

We, ER Associates, Inc., are an Equal Opportunity Employer in all Employment decisions. The information contained in this Manual applies to all employees of ER Associates, Inc. Following the policies described in this Manual is considered a condition of continuous employment. However, nothing in this Manual alters an employee's "at-will" status. The contents of this Manual shall not constitute nor be construed as a promise of my employment or as a contract between the Company and any of its employees. The Manual is a summary of our policies, which are presented here only as a matter of information.

You are responsible for reading, understanding, and complying with the provisions of this Manual. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

## **Employment Policies**

### **Employment Termination**

- ER Associates, Inc. and its employees share a working relationship defined as employment-at-will. Simply stated, employment-at-will means that in the absence of a specific written agreement, you are free to resign at any time, and ER Associates, Inc. reserves the right to terminate your employment for any reason (which does not violate any applicable law) with or without prior notice.
- Termination of employment is an inevitable part of ER Associates, Inc. activity within any organization, and many of the reasons for termination are routine. Below are a few examples of some of the most common circumstances under which employment is terminated:
  - Resignation – voluntary employment termination initiated by an employee.
  - Termination – involuntary employment termination initiated by ER Associates, Inc.
  - Layoff – involuntary employment termination initiated by ER Associates, Inc. for non-disciplinary reasons.
- If you wish to resign, you are requested to notify your manager of your anticipated departure date at least two weeks in advance. Of course, as much notice as possible is appreciated by ER Associates, Inc. and your coworkers. This notice should be in the form of a written statement.
- Any outstanding financial obligations owed to ER Associates, Inc. will also be deducted from your final check given your prior written permission.
- A meeting between you and your immediate manager will take place prior to your last day of work. A health insurance extension of benefits if applicable under COBRA regulations is available and is offered via mail to eligible employees. Office keys, Company equipment, and building passes must be returned at this time.



\*\*If you leave ER Associates, Inc. in good standing, you may be considered for re-employment.

### **Equal Employment Opportunity**

It is our policy to provide equal employment opportunity to all individuals. We are committed to a diverse workforce. We value all employees' talents and support an environment that is inclusive and respectful. We are strongly committed to this policy, and believe in the concept and spirit of the law.

We are committed to assuring that:

- All recruiting, hiring, training, promotion, compensation, and other employment related programs are provided fairly to all persons on an equal opportunity basis;
- Employment decisions are based on the principles of equal opportunity. All ER Associates, Inc. actions such as compensation, benefits, transfers, training, and participation in social and recreational programs are administered without regard to any characteristic protected by state, federal or local law; and
- Employees and applicants will not be subjected to harassment, intimidation, threats, retaliation, coercion or discrimination because they have exercised any right protected by law.

We believe in and practice equal opportunity. Any ER officer is authorized as an Equal Opportunity Coordinator and has overall responsibility for assuring compliance with this policy. All employees are responsible for supporting the concept of equal opportunity and diversity and assisting our Company in meeting its objectives.

### **I-9 Immigration Reform Policies**

ER Associates, Inc. complies with the Immigration Reform and Control Act, employing only those persons who are legally eligible to work in the United States.

ER Associates, Inc. complies with the Immigration Reform and Control Act of 1986 by employing only United States citizens and non-citizens who are authorized to work in the United States. All employees are asked on their acceptance of employment to provide original documents verifying the right to work in the United States and to sign a verification form required by federal law (INS Form I-9). If an individual cannot verify his/her right to work within three days of hire, ER Associates, Inc. must terminate his/her employment.

### **Workplace Conduct** **Complaint Policy**

ER Associates, Inc. expects all employees to create an atmosphere free of discrimination and respect the rights of their co-workers.

In the event an employee experiences any job-related discrimination or harassment based on race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, amnesty, veteran-status, or believe they have been treated in an unlawful, discriminatory manner or have been



unlawfully harassed, promptly report the incident to a supervisor. If an employee believes it inappropriate to discuss the matter with their supervisor, it should be directly reported to ER Associates, Inc.. Once made aware of your complaint, ER Associates, Inc. is committed to commence an immediate, thorough investigation of the allegations. Complaints will be kept confidential to the maximum extent as possible.

If, at the completion of an investigation, ER Associates, Inc. determines that an employee is guilty of discriminatory or harassing behavior, appropriate disciplinary action will be taken against the offending employee.

ER Associates, Inc. prohibits any form of retaliation against any employee for filing a bona fide complaint under this policy, or for assisting in the complaint investigation. However, if, after investigating any complaint of unlawful discrimination, ER Associates, Inc. determines that an employee intentionally provided false information regarding the complaint, disciplinary action may be taken against the one who gave the false information.

### **Disciplinary Action Policy**

ER Associates, Inc. reserves the right to terminate an employee at any time for any lawful reason with or without prior disciplinary counseling or notice. Nothing in this Handbook or any other ER Associates, Inc. document is intended to:

- Modify this “at-will” employment,
- Promise progressive discipline or disciplinary counseling,
- Promise notice in circumstances where ER Associates, Inc. considers immediate termination or discipline to be appropriate.

Disciplinary actions may entail verbal, written, final warnings, suspension, or termination. All of these actions may not be followed in some instances. ER Associates, Inc. reserves the right to exercise discretion in discipline. Prior warning is not a requirement for termination. If you are disciplined in writing, copies of your warnings are placed in your ER Associates, Inc. file.

ER Associates, Inc. reserves the right to take any disciplinary action it considers appropriate, including termination, at any time. In addition to those situations discussed elsewhere in this handbook, listed below are some other examples where immediate termination could result. This list is general in nature and is not intended to be all-inclusive:

- Discourtesy to a customer, provider, or the general public resulting in a complaint or loss of good will.
- Refusal or failure to follow directives from a supervisor, manager, or ER Associates, Inc. officer.



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- Breach of confidentiality relating to employer, employee, and customer, or provider information.
- Altering, damaging, or destroying Company property or records, or another employee's property.
- Dishonesty.
- Providing false or misleading information to any ER Associates, Inc. representative or on any ER Associates, Inc. records including the employment application, benefit forms, time cards, expense reimbursement forms, etc.
- Fighting or engaging in disorderly conduct on ER Associates, Inc.'s or customer's premises.
- Violations of any of ER Associates, Inc.'s employment policies including, but not limited to, confidentiality, security, solicitation, insider trading, conflict of interest, and code of conduct.
- Conduct or performance issues of a serious nature.
- Failure of a drug or alcohol test.

### **Drug-Free Workplace Policy**

We recognize alcohol and drug abuse as potential health, safety and security problems. It is expected that all employees will assist in maintaining a work environment free from the effects of alcohol, drugs or other intoxicating substances. Compliance with this substance abuse policy is made a condition of employment.

Employees are prohibited from the following when reporting for work, while on the job, on Company or customer premises or surrounding areas, or in any vehicle used for Company business:

- The unlawful use, possession, transportation, manufacture, sale, dispensation or other distribution of an illegal or controlled substance or drug paraphernalia;
- The unauthorized use, possession, transportation, manufacture, sale, dispensation or other distribution of alcohol; and
- Being under the influence of alcohol or having a detectable amount of an illegal or controlled substance in the blood or urine ("controlled substance" means a drug or other substance as defined in applicable federal laws on drug abuse prevention).

Any employee violating these prohibitions will be subject to disciplinary action up to and including termination.



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Any employee convicted under any criminal drug statute for a violation occurring while on the job, on Company or customer premises, or in any vehicle used for Company business must notify the Company no later than 24 hours after such a conviction. A conviction includes any finding of guilt or plea of no contest and/or imposition of a fine, jail sentence, or other penalty.

Drug and alcohol testing will be carried out in compliance with any applicable state and federal laws and regulations.

We recognize that employees suffering from alcohol or drug dependence can be treated. We encourage any employee to seek professional care and counseling prior to any violation of this policy.

### **Violence-Free Workplace**

It is ER Associates, Inc.'s policy to provide a workplace that is safe and free from all threatening and intimidating conduct. Therefore, ER Associates, Inc. will not tolerate violence or threats of violence of any form in the workplace, at work-related functions, or outside of work if it affects the workplace. This policy applies to ER Associates, Inc. employees, clients, customers, guests, vendors, and persons doing business with ER Associates, Inc.

It will be a violation of this policy for any individual to engage in any conduct, verbal or physical, which intimidates, endangers, or creates the perception of intent to harm persons or property. Examples include but are not limited to:

- Physical assaults or threats of physical assault, whether made in person or by other means (i.e., in writing, by phone, fax, or e-mail).
- Verbal conduct that is intimidating and has the purpose or effect of threatening the health or safety of a co-worker.
- Possession of firearms or any other lethal weapon on Company property, in a vehicle being used on Company business, in any Company owned or leased parking facility, or at a work-related function.
- Any other conduct or acts which management believes represents an imminent or potential danger to work place safety/security.

Anyone with questions or complaints about workplace behaviors which fall under this policy may discuss them with a supervisor or a ER representative. ER Associates, Inc. will promptly and thoroughly investigate any reported occurrences or threats of violence. Violations of this policy will result in disciplinary action, up to and including immediate termination of employees. Where such actions involve non-employees, ER Associates, Inc. will take action appropriate for the circumstances. Where appropriate and/or necessary, ER Associates, Inc. will also take whatever legal actions are available and necessary to stop the conduct and protect ER Associates, Inc. employees and property.



## Workplace Harassment Policy

ER Associates, Inc.'s policy is to provide a work environment that is free from harassment. Therefore ER Associates, Inc. will not tolerate harassment based on age, race, gender, color, religion, national origin, disability, marital status, covered veteran status, sexual orientation, status with respect to public assistance, and other characteristics protected under state, federal, or local law. Such conduct is prohibited in any form at the workplace, at work-related functions, or outside of work if it affects the workplace. This policy applies to all ER Associates, Inc. employees, clients, customers, guests, vendors, and persons doing business with ER Associates, Inc.

Sexual harassment, one type of prohibited harassment, warrants special mention. Sexual harassment has been defined according to ER Associates, Inc. guidelines as:

*Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:*

- *Submission to such conduct is made a term or condition, either explicitly or implicitly, of an individual's employment;*
- *Submission to or rejection of such conduct by an individual is used as a factor in decisions affecting that individual's employment; or*
- *Such conduct has the purpose or effect of interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.*

Examples of conduct prohibited by this policy include, but are not limited to:

- Unwelcome sexual flirtation, advances, or propositions;
- Verbal comments related to an individual's age, race, gender, color, religion, national origin, disability, or sexual orientation;
- Explicit or degrading verbal comments about another individual or his/her appearance;
- The display of sexually suggestive pictures or objects in any workplace location including transmission or display via computer;
- Any sexually offensive or abusive physical conduct;
- The taking of or the refusal to take any ER Associates, Inc. action based on an employee's submission to or rejection of sexual overtures; and
- Displaying cartoons or telling jokes which relate to an individual's age, race, gender, color, religion, national origin, disability, or sexual orientation.



If you believe that you are being subjected to workplace harassment, you should:

- Tell the harasser that his or her actions are not welcome and they must stop, if you feel comfortable enough to do so.
- Report the incident immediately to your supervisor/manager
- Report any additional incidents or retaliation that may occur to one of the above resources.

Any reported incident will be investigated immediately and thoroughly. Complaints and actions taken to resolve complaints will be handled as confidentially as possible, given ER Associates, Inc.'s obligation to investigate and act upon reports of such harassment. Appropriate actions will be taken by ER Associates, Inc. to stop and remedy any and all such conduct, including interim measures during a period of investigation.

Retaliation of any kind or discriminating against an employee who reports a suspected incident of harassment or who cooperates in an investigation is prohibited. An employee who violates this policy or retaliates against an employee in any way will be subject to disciplinary action up to and including immediate termination.

**Employee Benefits/Medical Benefits:** Employees can obtain health care and medical coverage through our benefits provider. Plans are available to provide individual and dependent care coverage at the employees cost.

**Benefits:**

- Excellus BC/BS – Simply Blue Co-Payment Plan
- Excellus BC/BS – Simply Blue High Deductible Health Plan
- Excellus BC/BS – Dental Blue Plan

**Eligibility:** Waiting period is 1st of the month following 90 days of employment

**Retirement Benefits:** After completing 1,000 hours AND you are at least 21 years of age, you are eligible to participate in our company's 401K plan, Nationwide Insurance:

**Eligibility Requirements to enroll in plan:**

- Age 21
- 1000 hrs. of service from hire date
- Employer Match – 6 months of service and a 6 year vesting schedule
- Quarterly enrollment once the first two requirements have been met
- Quarterly 401(k) deferral change

**COBRA Benefits**

ER Associates, Inc. complies with the federal law, Consolidated Omnibus Budget Reconciliation Act of 1985, P.L. 99 272, and later amendments, otherwise known as COBRA. Covered employees and their dependants who lose insurance coverage for any of the following reasons are eligible to continue their coverage through COBRA: termination, reduction in working hours, divorce or legal separation, death of



the employee, eligibility for Medicare or loss of dependent child status under the insurance plan. All administrative rules and processes as well as changes in plan benefits and premiums apply to those on continuation coverage.

In the event of divorce or legal separation, or the loss of dependent child status under the plan, a covered employee or dependent must notify ER Associates, Inc. within 60 days to maintain the right to continue coverage. At that time, ER Associates, Inc. will provide enrollment materials to the employee or covered dependent within 14 days of that notification.

The covered employee or dependent has 60 days to elect continuation of coverage from either the date that coverage would ordinarily have ended under the plan by reason of a qualifying event or the date of notification, whichever comes later. Election of continuation of coverage is established by completing and returning enrollment materials to ER Associates, Inc.

COBRA premiums will be billed by the applicable insurance provider, and the first premium will be due within 45 days of the date of election. Subsequent premiums must be received within the terms set forth by the provider. Failure to make timely payments will result in termination of coverage without notice.

Continuation of COBRA coverage will end for any of the following reasons: ER Associates, Inc. discontinues its insurance plan, the premium payment is not made in a timely fashion, and the person who elected continuation of coverage becomes covered under another insurance plan or Medicare. Continuation coverage will end after 18 months if the qualifying event was termination or reduction in hours, unless the qualified beneficiary is disabled at the time of termination or reduction in hours, in which case coverage may extend to 29 months. Continuation coverage will otherwise end after 36 months.

**NOTE: State COBRA Laws differ—check with your legal advisor to make sure that the provision in your handbook is in compliance with your state and federal COBRA laws. COBRA is not applicable to all employers.**

### **Critical Employee Illness Policy**

ER Associates, Inc. realizes that employees with contagious temporary illness, such as influenza, colds and other viruses need to continue with normal life activities, including working. In deciding whether an employee with an apparently short-term contagious illness may continue to work, the company considers several factors. The employee must be able to perform normal job duties and meet regular performance standards. In the judgment of the employer, the employee's continued presence must pose no risk to the health of the employee, other employees and customers. If an employee disputes the company's determination that such a risk exists, the employee must submit a statement from his or her attending health care provider that the employee's continued employment poses no risk to the employee, other employees or customers.



## **Federal Family and Medical Leave**

As an eligible employee of ER Associates, Inc., you are allowed to take unpaid Family and/or Medical Leave under federal law, the Family and Medical Leave Act (FMLA).

### **Eligibility**

To be eligible for leave, you must be employed by the Company for at least 12 months. In addition, in the 12 months immediately preceding the beginning of the leave, you must have worked at least 1,250 hours to qualify for federal FMLA. In addition, you must work in an office or work site where 50 or more employees are employed within 75 miles of that office or work site.

### **Amount of Leave Available**

As stated above, eligible employees are generally eligible for *up to* a total of 12 weeks of protected leave within a rolling twelve-month period, measured backward from the date an employee uses any Federal leave for any combination of reasons listed below, except for service member family leave. Where leave is taken to care for a covered service member 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 spouse, son, daughter, parent or next of kin may take up to 26 weeks of unpaid leave during a single 12-month period.

Under the federal FMLA, spouses employed by the Company are jointly entitled to a combined total of 12 weeks of family leave for the birth or placement of a child for adoption or foster care, to care for a parent who has a serious health condition, and for any qualifying exigency regarding active duty of a family member in the military. (The federal FMLA does not cover care for a parent-in-law.) Spouses employed by the Company are jointly entitled to a combined total of 26 weeks of family leave to care for a covered service member, for the birth or placement of a child for adoption or foster care, to care for a parent who has a serious health condition, and for any qualifying exigency regarding active duty of a family member in the military.

### **Types of Leave Available**

**Birth or Placement for Adoption or Foster Care:** Family leave is available to eligible male and female employees for the birth of a child or for placement of a child with the employee for purposes of adoption or foster care. Federal leave must be completed within 12 months of the birth or placement.

*Non-continuous leave.* Federal leave may not be taken intermittently. See below for more details on intermittent leave.

*Certification process.* The need for leave must be documented by your treating healthcare provider through our medical certification process (see below) or documented proof of placement of a child.

**Serious Health Condition of Employee:** If, as an eligible employee, you experience a *serious health condition* as defined by federal law, you may take medical leave under this policy (see “Definitions” for the definition of serious health condition). A serious health condition generally occurs when you:



- Receive inpatient care in a hospital, hospice or nursing home;
- Suffer a period of disability accompanied by continuing outpatient treatment/care by a healthcare provider; or
- Have a history of a chronic condition that may cause episodes of disability.

*Non-continuous leave.* Medical leave may be taken all at once or, when medically necessary, intermittently (see below).

*Certification process.* The need for leave must be documented by your treating healthcare provider through our medical certification process (see below).

*Fitness-for-duty statement.* A fitness-for-duty statement will be required in order for you to return from a medical leave. Failure to provide the statement will result in a delay in the return to work.

**Serious Health Condition of Immediate Family Member:** If, as an eligible employee, you need family leave in order to care for your son, daughter, spouse or parent who experiences a serious health condition as defined by federal law (see “Definitions” for definitions of child, spouse, parent and serious health condition), you may take medical leave under this policy.

*Non-continuous leave.* Medical leave may be taken all at once or, when medically necessary, intermittently (see below).

*Certification process.* The need for leave must be documented by the family member’s treating healthcare provider through our medical certification process (see below).

**Active Duty Because of Any Qualifying Exigency:** If, as an eligible employee, you need family leave because of any qualifying exigency arising out of the fact that your spouse, son, daughter, or parent is on active duty, or has been notified that they will be called or ordered to active duty in the Armed Forces in support of a contingency operation, you may take family leave under this policy.

*Non-continuous leave.* Family leave for any qualifying exigency arising out of the active duty of a family member may be taken all at once or intermittently (see below).

*Certification process.* The need for leave must be documented by a certification in a form and in such manner as the Secretary of Defense prescribes.

**Service member Family Leave:** If, as an eligible employee, you need family leave to care for a covered service member who is your spouse, son, daughter, parent or next of kin and 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, you may take up to 26 weeks of unpaid leave during a single 12-month period under this policy.

*Non-continuous leave.* Service member family leave may be taken all at once or, when medically necessary, intermittently (see below).



*Certification process.* The need for leave must be documented by the family member's treating healthcare provider through our medical certification process (see below).

### **Notifying the Company of the Need for Family or Medical Leave**

Generally, an application for leave must be completed for all leave taken under this policy. The need to take non-emergency leave should generally be requested from the ER Associates, Inc. department at least 30 days, or as soon as practicable, in advance of the need. In cases of emergency, verbal notice should be given as soon as possible (or by your representative if you are incapacitated), and the application form should be completed as soon as practicable. Failure to provide adequate notice may, in the case of foreseeable leave, result in a delay or denial of the leave. It is your responsibility to notify your manager and ER Associates, Inc. of absences that may be covered by FMLA.

You must provide sufficient information regarding the reason for an absence for the Company to know that protection may exist under this policy. Failure to provide this information within two working days of your return to work will result in forfeiture of rights under this policy. This means the absence may then be counted against your record for purposes of discipline for attendance, etc.

### **Medical Certification Process**

In addition to an application for leave, you will be required to complete a medical certification form where leave is for a family member's or your own serious health condition. The certification form needs to be signed by the health care provider. The short-term disability certification may be sufficient where the information required is duplicative. These forms are available from ER Associates, Inc. Second or third certifications from health care providers and periodic re-certification at the Company's and/or your expense may be required under certain circumstances.

We may also require periodic reports during federal FMLA leave regarding your status and intent to return to work.

### **Certification for Active Duty Because of Any Qualifying Exigency**

In addition to an application for leave, you will be required to furnish to the Company in a timely manner any certification that your family member is issued regarding their active duty or call to active duty in the Armed Forces.

### **Rights Upon Return From Leave**

Upon return from Family or Medical Leave, you will be returned to the position you held immediately prior to the leave if the position is vacant. Certain exceptions exist for Key Employees as defined by law. If the position is not vacant, you will be placed in an equivalent employment position with equivalent pay, benefits, and other terms and conditions of employment. If you exhaust all leave under this policy and are still unable to return to work, your situation will be reviewed to determine what rights and protections might exist under other Company policies.



The law provides that an employee has no greater rights upon a return from leave than the employee would have if the employee had continued to work. Therefore, you may be affected by a layoff, termination or other job change if the action would have occurred had you remained actively at work.

*If you do not qualify for the types of leave described in this policy, we may approve a personal leave of absence, depending on your circumstances. Except where mandated by law, we cannot guarantee that benefits will continue or that your position will remain open in your absence.*

*This policy provides an introduction to the rights and provisions of the federal FMLA. Questions you may have about this law should be directed to ER Associates, Inc..*

## **Definitions**

### ***“Spouse”***

A husband or wife as defined or recognized under state law for purposes of marriage in the state where the employee resides.

### ***“Parent”***

A biological parent or an individual who provides or provided day-to-day care and financial support to the employee when the employee was a child. This includes foster parent, adoptive parent, step-parent, and legal guardian. Parent does not mean a parent-in-law.

### ***“Child”***

A biological, adopted or foster child, stepchild, legal ward, or under the federal FMLA, the child of a person having day-to-day care and financial responsibility for the child. Child includes a person 18 years of age or older who is incapable of self-care because of a mental or physical disability.

### ***“Incapable of self care”***

The child requires active assistance or supervision to provide daily self care in three or more “activities of daily living,” or “instrumental activities of daily living,” including adaptive activities such as caring appropriately for one’s grooming and hygiene, bathing, dressing, eating, or instrumental activities such as shopping, taking public transportation, maintaining a residence, etc.

### ***“Physical or mental disability”***

A physical or mental impairment that substantially limits one or more major life activities of the individual.

### ***“Next of Kin”***

Used with respect to an individual, means the nearest blood relative of that individual.

### ***“Serious Health Condition”***

Illness, injury, impairment or physical or mental condition that involves:

- Inpatient care in a hospital, hospice or residential medical care facility



- A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves: 1) treatment two or more times by or under the orders of a health care provider; or 2) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of a health care provider
- Any incapacity due to pregnancy or for prenatal care
- Chronic conditions requiring periodic treatment by or under the supervision of a health care provider which continue over an extended period of time and may cause an episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.)
- Permanent/long-term conditions requiring supervision for which treatment may not be effective (e.g., Alzheimer's, a severe stroke, or the terminal stages of a disease)

Multiple treatments by or under the supervision of a health care provider either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy), severe arthritis (physical therapy) or kidney disease (dialysis).

### ***“Serious Injury or Illness”***

In the case of a member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness incurred by the member in line of duty 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.

### **Military Leave Policy**

#### **Leave for Annual Training**

Employees who are members of the U.S. Army, Navy, Air Force, Marines or Coast Guard reserves or the National Guard may be granted leaves of absence for the purpose of participating in reserve or National Guard training programs.

Employees shall be granted the minimum amount of leave needed to meet the minimum training requirements of their units. No employee will be required to use vacation time for military duty, but employees who do elect to schedule their vacations to coincide with military duty will receive their full regular vacation pay in addition to any pay from the military.

In recognition of the public service performed by reservists and members of the National Guard, employees shall receive the difference between their regular pay and their service pay, excluding any military subsistence allowance or other expense allowances during the training period.



### **Leave for Active Reserve or National Guard Duty**

Employees who are members of the U.S. Army, Navy, Air Force, Marines or Coast Guard reserves or the National Guard may be granted leaves of absence for the purpose of participating in active duty tours. Employees will be granted leave as required to complete the tour of duty, for up to five (5) years of cumulative uniformed service-related absences. There are some exceptions that may apply that are exempt from counting towards this five year accumulation.

Employees with leaves of less than 31 days must report back to work by the beginning of the first regularly scheduled work period after the end of the last calendar day of duty, plus the time required to return home safely and have an eight hour rest period.

Employees with leaves between 31 and 180 days must apply for re-employment no later than fourteen (14) days after completion of uniformed service. Employees with leaves longer than 180 days must apply for re-employment no later than ninety (90) days after completion of uniformed service.

Time spent in the reserves or the National Guard will be credited to all employees toward meeting length of service requirements for eligibility for retirement benefits and vacation entitlement. Employer pension contributions, however, may be suspended during military service because the employee is not in pay status, and employees will not accrue vacation while in the military.

### **Religious Observances**

Federal and state equal opportunity laws generally require employers to accommodate the religious beliefs of employees, but do not require them to provide paid leave.

Supervisors will authorize schedule changes and/or additional use of vacation leave or unpaid leave, only where the requested arrangement, in the supervisor's judgment, neither prevents the requesting employee from meeting the requirements of the job nor unfairly burdens other employees.

Employees who need time off for religious observance should request leave from their supervisors at least two weeks in advance. Time off is granted only with prior approval, but will not be unreasonably withheld.

### **Short term illness policy**

Being a service-oriented organization, it is crucial that you begin work at your assigned time. If you are tardy, you should report the reason to your supervisor. It is to your advantage to do all that you can to have a good attendance record since regular attendance is one of the best indications of interest in your job and will be taken into account at your performance evaluation. If you are unable to report for work because of illness or for any other reason, please call your ER representative AS SOON AS POSSIBLE. Employees who have not contacted an ER representative before one hour of your scheduled shift are subject to possible disciplinary action. Explain the reason for the absence and tell him/her when you expect to return to work. If you are unable to return to work on the expected day, you should call your supervisor as soon as possible on that day to inform him/her of the status of your return.



### **Service Bonus Policy**

You will accrue 1 day of pay for each 360 hours of consecutive hours worked, up to 6 days per year, based on hire date.

### **Information & Office Security**

#### **Emergency Action Plan**

**Purpose-plan may be revised per temporary employment site directly from site supervisor. If site supervisor does not provide an emergency action plan notify an ER representative immediately.**

To proactively protect the health and safety of all ER Associates, Inc. employees.

#### **Practice**

We recognize that our people drive our business. As our most critical resource, employees are safeguarded through training, provision of appropriate work surroundings, and procedures that foster protection of health and safety. No duty, no matter what its perceived result, is more important than employee health and safety.

#### **General Guidelines in an Emergency**

Stay calm and think through your actions.

Be aware of your surroundings.

- Know where stairwell exits are located.
- In the event of any emergency, do not take elevators, use only stairs.
- Do not hesitate to call/alert others if you believe that an emergency is occurring

#### **Fire Evacuation**

- Employees are notified of a fire by either the fire alarm system or paged announcement.
- Upon hearing the alarm, immediately evacuate the building using the closest stairwell exit, do **not** use the elevators. Do not delay evacuation to get your coat, personal belongings, finish a phone call, or wait for friends.
- Any employee having mobility, visual, hearing, or other conditions that may hinder them from becoming aware of an emergency or evacuation, should disclose their condition to ER Associates, Inc. at the time of hire so that special assistance can be rendered at time of emergency.
- Upon exiting the building, report to the meeting point.



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- If any employee or known guest/visitor is missing, immediately report the missing person's name to an Emergency rescue worker who will in turn report it to the proper company and civil authorities.
- All employees who are not members of a response team should stay together in the location deemed appropriate, so periodic updates on the situation can be communicated. Do not go home, wait in your car, return to the building, or go to another building unless directed by a police officer or ER representative to do so.

### **If you discover a fire**

- Alert other persons in the immediate hazard area.
- Activate the nearest fire alarm, call 911.

Never feel that using a fire extinguisher is required. If the fire is too hot, too smoky, or you are frightened, evacuate immediately.

### **Medical Emergency**

- Upon discovering a medical emergency, call 9-1-1.
- Stay with the ill/injured person. Be careful not to come into contact with any bodily fluids unless properly trained and protected.
- Alert ER Associates, Inc. so they can notify family members of the ill/injured person.
- Employees in the immediate vicinity of the emergency, but not involved in the emergency effort, should leave the area.

### **Workplace Violence**

- Any employee who feels that (s)he has been threatened should immediately report their concern to their manager and ER Associates, Inc.
- If you observe anyone exhibiting threatening behavior or making threatening statements, warn others in the area and immediately notify ER Associates, Inc. Stay away from the person exhibiting the threatening behavior.
- Depending upon the level of concern, 9-1-1 may be called immediately.
- Never attempt to confront any person exhibiting threatening behavior.
- If you have reason to believe that events in your personal life could result in acts of violence occurring at work, you are strongly urged to confidentially discuss the issue with ER Associates, Inc. so that a prevention plan can be developed.



## **General Computer Usage Policy**

### **General Usage**

ER Associates, Inc. requires a General Computer Usage Policy to accomplish its business objectives in a secure and timely manner. Instituting such a policy demonstrates the commitment ER Associates, Inc. has to safeguard corporate information assets. That commitment must extend from every individual involved in business operations and or to its clients.

- All data on information systems at ER Associates, Inc. and its clients is classified as Company proprietary information.
- Any attempt to circumvent ER Associates, Inc.'s and its client's security procedures is strictly prohibited.
- Unauthorized use, destruction, modification, and/or distribution of ER Associates, Inc.'s and its client's information or information systems is strictly prohibited.
- All ER Associates, Inc.'s and its client's information systems will be subject to monitoring and auditing at all times. Users acknowledge that they have no expectation of privacy with regard to their activity on ER Associates, Inc.'s and its client's information systems.
- Use of any ER Associates, Inc.'s and its clients information systems or dissemination of information in a manner bringing disrepute, damage, or ill- will against ER Associates, Inc. and its clients is not authorized.
- Individual passwords will be kept strictly confidential. In no situation should a username and password be given to another individual.
- Misuse, as defined in this policy, will be handled directly with the offender and could include disciplinary action up to and including discharge.

### **Internet Usage**

Internet usage is provided to ER Associates, Inc. employees to conduct work-related business. Incidental and occasional personal use is permitted. This privilege should not be abused and must not affect a user's performance of employment related activities. Non-business Internet activity will be restricted to non-business hours.

### **Social Media Usage**

The above policy of Internet Usage also includes all other websites not related to work. For example: Facebook, Twitter, YouTube etc.

### **E-mail Usage**

E-mail accounts are provided to ER Associates, Inc. employees to conduct work-related business. While this resource is to be used primarily for business, the Company realizes that employees may occasionally



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use this privilege for personal matters, and therefore permits limited personal e-mail during non-business hours; this will be approved by an ER Associates client, if applicable.

- All e-mail on the ER Associates, Inc. information systems, including personal e-mail, is the property of ER Associates, Inc. As such, all e-mail can and may be periodically monitored by us or the client.
- Outgoing and incoming e-mail of an offensive, pornographic, or otherwise inappropriate nature is prohibited. Violations of this may result in disciplinary action, up to and including termination of employment.

### **Desktop Services**

ER Associates, Inc. discourages/prohibits the downloading of software from the Internet because of significant risk of infecting the Company systems with a virus and the unreliability of such downloaded software. All ER Associates, Inc.'s and its client's information systems will be subject to periodic inventory and inspection for compliance.

### **General Practices**

#### **Paycheck Policy**

ER Associates, Inc. pays all employees on a weekly basis. Payday is Friday, and your check will be either Direct Deposited in your bank of choice to cover your wages for hours worked the previous week, a Direct Deposit authorization form will be given to you to complete or a live check will be mailed to your address of choice. Time cards are to be turned in *no later* than Monday at 12:00 (noon) following the week worked. Your timecard will be emailed to payroll@er-associates.com. Failure to turn in your time card will result in your paycheck being a minimum of one week late. It is your responsibility to make sure that your time card is filled completely and is signed by your employer every week.

#### **Attendance Policy**

- ER Associates, Inc. expects that every employee will be regular and punctual in attendance. This means being in the office, ready to work, at their starting time each day. Absenteeism and tardiness places a burden on other employees and on ER Associates, Inc.
- When you are unable to work due to illness or an accident, please promptly notify your ER representative. If you do not report for work and ER Associates, Inc. is not notified of your status, it will be assumed after two consecutive days of absence that you have resigned, and you could be terminated from employment.
- If you become ill at work or must leave the office for some other reason before the end of the workday, be sure to inform your supervisor of the situation.
- In the event of inclement weather, we remain open for business during regularly scheduled working hours. You are expected to report for work in inclement weather if it is at all possible to do so safely. In the event we close due to inclement weather, someone in your work group will contact you. Please keep your work group and manager informed on how to reach you on such occasions.



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- Should undue tardiness or absenteeism become apparent, disciplinary action up to and including discharge may be required.
- Bereavement: Should you have a death in your immediate family, please contact your ER Associates recruiter.
- Jury Duty: Should you be called for Jury Duty, please contact your ER Associates recruiter.

### **Background Checks**

ER Associates, Inc. conducts background checks on all job candidates as requested by our clients. ER Associates, Inc. may also use a third party administrator to conduct the background check. The type of information that may be collected is as follows: criminal background check, employment history, education, credit and professional or personal references.

This information may also be sought out during reassignment or promotional periods.

ER Associates, Inc. will conduct background checks in compliance with the federal and state statutes of the Fair Credit Reporting Act.

### **Confidential Information and Company Property**

During your employment by the ER Associates, Inc., you may have access to confidential and proprietary data which is not known by competitors or within temporary and permanent employee placement. This information (hereinafter referred to as "Confidential Information") includes, but is not limited to, data relating to the Company's marketing and servicing programs, procedures and techniques; the criteria and formulae used by the Company in pricing its products and services; the structure and pricing of special packages that the Company has negotiated; lists of customers and prospects; the identity, authority, and responsibilities of key contacts at Company accounts; the composition and organization of accounts' businesses; the peculiar risks inherent in their operations; sensitive details concerning the structure, conditions, and extent of their existing products and services; contract expiration dates; commission rates; service arrangements; proprietary software, Web applications and analysis tools; and other data showing the particularized requirements and preferences of the accounts. This Confidential Information constitutes a valuable asset of the Company, developed over a long period of time and at substantial expense.

To protect the Company's interest in this valuable asset, you must (a) not use any such Confidential Information for your personal benefit or for the benefit of any person or entity other than the Company, and (b) use your best efforts to limit access to such Confidential Information to those who have a need to know it for the business purposes of the Company. In addition, you should minimize those occasions on which you take documents, computer disks, or a laptop containing such Confidential Information outside the office. On those occasions where it is necessary, consistent with the best interests of the Company and doing your job effectively, to take documents, a computer disk, or a laptop containing Confidential Information outside the office, all appropriate precautionary and security measures should be taken to protect the confidentiality of the information.



During the course of your employment with the Company, you will be provided and/or will generate correspondence, memoranda, literature, reports, summaries, manuals, proposals, contracts, customer lists, prospect lists, and other documents and data concerning the business of the Company. Any and all such records and data, whether maintained in hard copy or on a computer disk, computer hard drive, computer tape, or other medium is the property of the Company, regardless of whether it is or contains Confidential Information. Upon termination of your employment at the Company, you are required to return all such records to the Company and may not retain any copy of any such records or make any notes regarding any such records. We reserve the right to search for such information and property in personal items while on Company premises such as vehicles, purses, briefcases, etc.

### **Conflicts of Interest**

All employees have a duty to further the Company's aims and goals, and to work on behalf of its best interest. Employees should not place themselves in a position where the employee's actions or personal interests may be in conflict with those of the Company. Examples include soliciting or profiting from the Company's client/prospect base or other Company asset for personal gain, acting on behalf of the Company in servicing or obtaining a client and limiting the best solution for the client/prospect for personal financial gain, and acting as director, officer, employee, or otherwise for any business or institution with which the Company has a competitive or significant business relationship without the written approval from an ER corporation officer.

Employees should report to their manager any situation or position (including outside employment by the employee or any member of the employee's immediate household) which may create a conflict of interest with the Company.

### **Dress Code**

Your pride in both yourself and as a representative of our organization is reflected in your appearance and image you create. We feel our business image is important and request that our employees maintain standards of dress and appearance appropriate to the organization as a whole and your individual position responsibilities. Dress, grooming, personal cleanliness, and professional behavior standards contribute to the professional image we present to our customers and visitors. Therefore, while performing duties for our organization employees are expected to dress in attire appropriate to the business environment and to behave in a professional and businesslike manner at all times to best represent our business.

### **Guidelines**

- Employees may dress according to the requirements of their position; however our beliefs regarding business appropriate dress is that business is always first. This means that employees should keep their day's schedule in mind. We recognize that different levels of dress may be appropriate for different occasions.
- Our business appearance and image is important to us. However, we respect individual preference and choice in dress and appearance. We are confident that employees will use their best judgment in following our dress and attire guidelines. We ask that at all times employees



make certain that their appearance is well groomed and clean and that clothing is appropriate, neat, clean, and well-fitting.

If an employee is unclear about the dress and appearance guidelines, they are encouraged to consult with their ER representative. If an employee reports to work in questionable attire or appearance, a notification and/or discussion will occur with the employee to advise and counsel them regarding the inappropriateness of the attire. Depending upon the circumstance the employee may also be sent home and directed to return to work in proper attire. Any work time lost will be expected to be made up by the employee. Continued or frequent departures from these guidelines will not be permitted and employees who appear for work inappropriately dressed or groomed may be disciplined up to and including termination.

### **Orientation Period**

For all employees hired by ER Associates, Inc., the first 90 days of employment are considered to be a trial period. During this time, the employee will undergo training and orientation as directed by the employee's supervisor.

During the first 90 days of employment, the employee is encouraged and expected to ask questions concerning his/her job responsibilities, and determine if he/she is satisfied with the position. If the employee's job performance is found to be unsatisfactory by his/her supervisor at any time during the first 90 days of employment, the employment will be terminated. The completion of this period does not create anything other than an "at-will" relationship.

All new employees will receive a confidential performance evaluation for their supervisor at the end of the orientation period.

**Employment is "at will" both during and after the orientation period.**

### **Performance Evaluations**

ER Associates, Inc. is committed to providing you with feedback both formal and informal, about your performance on the job. Managers are responsible for on-going performance feedback. In addition, your manager may formally discuss and document your performance on a regular basis (generally on an annual basis). In some business units, an initial performance review may be conducted within three to six months after an employee begins a new job. Please contact ER Associates, Inc. if you feel that an evaluation is due to you or would be helpful to you.

Your performance appraisal discussion will include a review of your strengths; identify any areas needing improvement, and goals and objectives that need to be achieved. Specific performance problems may be addressed outside the performance appraisal cycle through either informal discussions or formal disciplinary action.

Formal performance feedback becomes a permanent part of your ER Associates, Inc. file.



### **ER Associates, Inc. Records**

Employee ER Associates, Inc. files may include the following: (job application, job description, resume, records of participation in training events, salary history, records of disciplinary action and documents related to employee performance reviews, coaching, and mentoring). ER Associates, Inc. records are maintained on a current basis. Please notify us immediately of any change of name, address, telephone number, marital, dependent or tax status. ER Associates, Inc. records are kept highly confidential, and are not available to anyone outside of the Company unless you have authorized the release, or release is to an authorized governmental agency, or is required by law. To obtain access to your records, contact ER Associates, Inc.

### **Physical Examinations**

ER Associates, Inc. may require a job-related medical examination when there is a need to determine if an employee can perform mandatory functions of his/her position. This exam will identify physical limitations or restrictions. A medical examination may also identify significant health or safety risks to the employee or others, by identifying infectious diseases, or other medical monitoring as required by medical standards, professional licensing bodies or standards established by federal, state or local law.

ER Associates, Inc. may conduct voluntary medical examinations and health promotion activities. The records from these screenings will be kept confidential.

The cost of the voluntary or medical examinations rests with ER Associates, Inc. The employee is not responsible for accruing any of the costs for these procedures.

A doctor's note is required for employees who are absent as a result of injury, illness or disability.

### **Reporting Injuries & Illnesses**

#### **Purpose**

To establish and maintain a comfortable and safe working environment.

#### **Practice**

We often take safety for granted in an office environment. We should recognize that safety risks are present and take steps to reduce the risk for injury or illness. Safety is everyone's responsibility at ER Associates, Inc.

#### **Procedures**

- All work-related injuries and illnesses should be reported immediately to your ER representative and on site supervisor even if you are not sure whether it is truly work-related. Even small, insignificant injuries, left untreated can result in more serious conditions.
- Your ER representative will complete an Accident Report. When injuries are reported immediately, accidents can quickly be investigated and corrective action taken to prevent another injury.



If you see any potential hazards that need attention, notify ER IMMEDIATELY.

### **Safety Rules**

ER Associates, Inc. wants to ensure that our employees remain safe and injury-free when accidents are preventable. We expect our employees to refrain from horseplay, careless behavior and negligent actions. It is ER Associates, Inc.'s policy to maintain a safe and secure working environment for all employees and clients.

While working, employees must observe safety precautions for their safety and the safety of others. All work areas must be kept clean and free from clutter and debris. Any hazards or potentially dangerous conditions must be corrected immediately or reported to a supervisor.

If you are involved in an accident, you must comply with the following procedure:

- Report the accident to a supervisor or ER professional immediately
- Obtain the necessary medical treatment
- Fill out an accident report regardless of the severity of the injury
- If you must seek additional medical treatment, obtain consent to leave the premises from your supervisor before doing so

Employees who fail to comply with this procedure are subject to disciplinary consequences.

### **Standards of Conduct**

The work rules and standards of conduct for ER Associates, Inc. are important, and the Company regards them seriously. All employees are urged to become familiar with these rules and standards. In addition, employees are expected to follow the rules and standards faithfully in doing their own jobs and conducting ER Associates, Inc.'s business. Please note that any employee who deviates from these rules and standards will be subject to corrective action, up to and including immediate termination of employment.

While not intended to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of rule infractions or misconduct that may result in disciplinary action, up to and including immediate termination of employment. These examples are in no way a limitation on or intended to change the Company's at-will policy.

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs



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- Possession, manufacture, distribution, sale, transfer, dispensation or use of alcohol or illegal drugs in the workplace
- Fighting or threatening violence in the workplace
- Immoral actions or intimidating others
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of Company-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in the workplace
- Sexual or other unlawful or unwelcome harassment and touching
- Excessive absenteeism or any absence without notice
- Unauthorized use of telephones, or other Company-owned equipment
- Using Company equipment for purposes other than business (e.g., playing games on computers or personal Internet usage)
- Unauthorized disclosure of business “secrets” or confidential information
- Violation of ER Associates, Inc. policies
- Unsatisfactory performance or conduct

These rules apply to any and all interactions with customers, fellow employees or anyone else associated with the workplace.

### **Workers’ Compensation**

ER Associates, Inc. will provide workers compensation, a type of accident and injury insurance, for those who suffer a job-related injury or illness. Both income and medical benefits will be provided as well as insurance premiums.

Employees returning to work must provide proof of rehabilitation or treatment from a licensed physician and verification that they are able to complete all job-related tasks. In the event that the employee cannot complete some of the tasks as ordered by the physician, ER Associates, Inc. will modify his/her job load. Once a physician has verified that the employee can resume all job-related tasks, he/she will no longer receive workers compensation benefits.

*May 2011*