



Field Staff Handbook

January 1, 2018

Table of Contents

INTRODUCTION	5
THE NURSE CONNECTION STAFFING MISSION STATEMENT	6
HISTORY OF THE NURSE CONNECTION STAFFING	7
A Tradition of Caring	7
Organizational Chart.....	8
The Nurse Connection Staffing Office.....	9
OUR POLICIES AND PRACTICES	10
Equal Employment Opportunity Employer.....	10
Americans with Disabilities Act.....	10
I-9 Immigration Control Reform Act	11
Employment-at-Will	11
Non-Discrimination/Anti-Harassment.....	11
Whistleblower Policy	15
Drug and Alcohol-Free Workplace Policy	17
Personnel Records	19
In-service Education	19
Professional Licensure & Registration	20
CNA Recertifications:	20
Dress Code.....	20
Identification Badges.....	20
Employee Conduct	21
Attendance	22
Tardiness.....	22
No Show/No Call.....	22
ASSIGNMENT PROCEDURES	22
COMPENSATION	23
Pay Periods	23
Time recording at Client Facilities	23
Timesheets.....	24
Meal Periods.....	24
Payroll Advance	24
Direct Deposit.....	24
Pay Card Program.....	24
Wage Garnishment	24
Overtime Pay	24
Holiday Pay	25
Show Pay	25
Employment Taxes and Voluntary Deductions.....	25
Garnishments.....	26
Safe Harbor Policy for Exempt Employees.....	26
Permitted Deductions	26
What to Do If an Improper Deduction Occurs	27
Pay Differential for Daylight Savings Time.....	27
Mileage Reimbursement.....	27

Field Staff Employee Time Sheet(s)	28
Documentation Procedure.....	28
LEAVES	29
Family Medical Leave	29
Paid Family Leave (NY Employees).....	29
FMLA expanded to cover Military Service members	33
Jury Duty	33
Blood Donation Leave.....	34
Bone Marrow Donation Leave	34
INSURED BENEFITS.....	34
Health Insurance Benefits.....	34
Disability Benefits	35
Social Security	35
Workers' Compensation	35
Unemployment Insurance.....	35
Employee Assistance Program	35
ELECTRONIC COMMUNICATIONS.....	36
Internet, E-Mail and Electronic Communications.....	36
Nurse Connection' Communication System	36
Employee Responsibility	39
SOCIAL MEDIA POLICY.....	40
EMPLOYEE HEALTH AND SAFETY	42
OSHA Right to Know Law	42
Confidentiality	42
NYS Confidentiality Law & HIV:.....	42
Counseling.....	43
SEPARATION OF EMPLOYMENT	43
ACKNOWLEDGING RECEIPT OF THE EMPLOYEE HANDBOOK	44

INTRODUCTION

Dear New Employee,

Welcome to **The Nurse Connection Staffing** (*subsidiary of Baptist Health System*)

The Nurse Connection Staffing is a supplemental staffing agency, which provides staffing to meet the needs of nursing homes and other institutions.

Our Company's goal and objectives are best summed up in the following Mission Statement we have adopted. This Employee Field Staff Employee Handbook will help you become acquainted with us and familiar with our policies and procedures.

After you have read the handbook thoroughly, please sign the acknowledgment copy and return to our office. Please feel free to ask any questions or comment on any concerns you may have.

The Nurse Connection Staffing is proud to have you as part of our team and look forward to a long and rewarding relationship.

THE NURSE CONNECTION STAFFING

THE NURSE CONNECTION STAFFING MISSION STATEMENT

Our goal is to provide the highest quality of nursing service, to maintain an open line of communication with our staff and clients in order to identify and satisfy the needs of both, and to maximize the level of care for patients we serve.



HISTORY OF THE NURSE CONNECTION STAFFING

A Tradition of Caring

Meeting the needs of the elderly and infirm requires knowledge, patience, kindness, and above all the willingness to care. These are the qualities you'll find in everyone at The Nurse Connection Staffing.

The Nurse Connection Staffing was founded in 1987. The goals of the company were two-fold: to meet the supplemental staffing needs of hospitals, nursing homes and other institutions; and to provide a work environment that respects the professional concerns of health care providers.

To this day, our commitment to patients and staff is reflected in the quality of services we provide. Through the years, our good reputation has enabled us to grow and expand in scope. Today, The Nurse Connection Staffing offers the size and stability of a national company, yet maintains a personal touch none of them can match.

Organizational Chart

Timothy W. Bartos	President/CEO
Michele Ruggiero	Director of Operations
Lynn Coveney	Director of Human Resources
Jean Kleinhans	Finance Manager
Charles Harkola	Director of Marketing & Sales
Evan Zmarthie	Regional Office Manager
Shelley Schwedatschenko, RN	Clinical Manger/Staff Educator
Linda Diel	A/R Associate
Susan McGrath	Human Resources Associate
Nicole Martin	Human Resources Associate
Amanda Kleinhans	Payroll & Billing Associate
Sandra Tillotson	CNY/WNY Nurse Recruiter

STAFFING TEAM:

Patricia Breslin	Senior Staffing Specialist
Sherry Stowell	Staffing Specialist
Tammy Perkins	Staffing Specialist
Alicia Denson	Staffing Specialist
Angela Silvers	Staffing Specialist (<i>Central & Western NY</i>)
Taleisa Martin	Staffing Specialist (<i>Central & Western NY</i>)
Erica Cummings	On-Call Coordinator
Marge Tolpa	On-Call Coordinator
Maria Carson	On-Call Coordinator
Lorrie Grabinsky	On-Call Coordinator

The Nurse Connection Staffing Office

- ❖ The Nurse Connection Staffing office maintains business hours Monday through Friday from 7:00am to 7:00pm except during office holidays as provided by policy. The office provides continuity in all aspects of service to clients and employees after office hours (*evenings, weekends and holidays*) as our telephones are answered 24 hours a day, 7 days a week through our on-call procedure.
- ❖ The agency has designated On-Call employees who ensure that excellent customer service levels are maintained during non-office hours. Should you find it absolutely necessary to change or cancel a scheduled work assignment, you must call the office as soon as possible. It is essential to provide the office or on-call coordinator with a minimum of 2 hours notice prior to your scheduled work assignment should you need to cancel (*preferably 24-hour notice*). Please remember the on-call coordinator(s) are responsible for staffing issues/clinical issues; all other questions should be handled during office business hours.
- ❖ Please feel free to come to the office to discuss any problems or concerns you may have.
- ❖ You must notify us with any change in your name, address, telephone number, etc.

Geographic Areas Served:

- ❖ *Capital Region and surrounding counties*
- ❖ *Central NY (Syracuse and surrounding Counties)*
- ❖ *Western NY (Rochester, Buffalo and Surrounding Counties)*
- ❖ *North Country*

Supplemental Staffing Services provided include:

- ❖ Registered Nurse
- ❖ License Practical Nurse
- ❖ Certified Nurse's Aide

OUR POLICIES AND PRACTICES

Equal Employment Opportunity Employer

Nurse Connection Staffing is committed to equal employment opportunity. We will not discriminate against employees or applicants for employment on any legally recognized basis including, but not limited to: age, race, creed, color, religion, sex, sexual orientation, gender identity or expression, marital or familial status, national origin, ancestry, genetic information or other physical or mental disability, domestic violence or victim status or any other protected class under federal, state or local law. No employee of the Agency will discriminate against any applicant or fellow employee because of the person's veteran or military status.

This policy applies to all employment practices and personnel actions, including advertising, recruitment, testing, screening, hiring, selection for training, promotion, advancement, transfer, demotion, layoff, separation, termination, compensation, benefits or overtime.

Any employee with questions or concerns about any type of discrimination at Nurse Connection Staffing is required to bring these issues directly to the Human Resources department or President, not necessarily in that order. Employees can raise concerns and make reports without fear of reprisal.

The following commitments and procedures represent The Nurse Connection Staffing Affirmative Action Policy Statement:

It is the policy and practice of The Nurse Connection Staffing to assure that no person will be discriminated against or be declined the benefits of any activity program or employment process receiving public funds, in whole or in part resulting from contracts awarded by state or federal agencies, in the area of recruiting, advertising, hiring, upgrading, promoting, transferring, demoting, lay-off, termination, rehiring, employment and/or rates of pay and other compensation.

It is also the policy and practice of The Nurse Connection Staffing not to discriminate against any person on the grounds of race, color, creed, religious belief, national origin ancestry, marital status, physical disability, criminal record, mental disability, veteran status, age and/or sex, except where sex is a bona fide occupational qualification.

This policy applies to all persons, particularly those that are members of the protected classes identified as being Black, Hispanic, Asian American, American Indian, Female and Disabled.

Americans with Disabilities Act

Nurse Connection Staffing is committed to providing equal employment opportunities to qualified individuals with disabilities and complying with all applicable provisions of the Americans with Disabilities Act (ADA). It is the Agency's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment due to such individual's disability or perceived disability so long as the employee or applicant can perform the essential functions of the job. It is our Agency's policy not to discriminate against qualified individuals with disabilities with regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

Consistent with this policy of non-discrimination, the Agency will provide reasonable accommodations to qualified individuals with a disability, as defined by the ADA, who has made the Agency aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the Agency. Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact their immediate supervisor or Human Resources. Upon doing so, Management may ask the employee for input about the type of accommodation that may be necessary or about the functional limitations caused by the employee's disability. The Agency reserves the right to request additional information from a healthcare provider or other medical/rehabilitation professionals to coordinate the accommodation request; the Agency may need the permission of the employee to obtain additional information from their physician or other medical/rehabilitation professionals in order to clearly define the limitations or restrictions caused by the disability. All information received from a healthcare provider or other medical/rehabilitation professionals is confidential and will not be disclosed.

I-9 Immigration Control Reform Act

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, and any state law requirements, if applicable, Nurse Connection Staffing is committed to employing only individuals who are authorized to work in the United States. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. If an employee is authorized to work in the United States for a limited time period, the employee will be required to submit proof of renewed employment eligibility prior to expiration of that period in order to remain employed by the Agency.

The basic recruitment procedures for an open position include sourcing of resumes, advertising, interviewing, applicant skill and assessment testing, and the extension of any offer of employment. The Human Resources Department conducts employment reference checks.

Employment-at-Will

The employment policies and procedures outlined in the Employee Handbook are developed and maintained at the pleasure of Nurse Connection Staffing and may be changed at any time. Neither this Handbook nor any other Agency document confers any contractual right, either expressed or implied, to remain in Nurse Connection Staffing's employ. Nor does it guarantee any fixed terms and conditions of employment. Employment with Nurse Connection Staffing is not for any specific time and may be terminated at will, with or without cause and without prior notice by Nurse Connection Staffing. No manager, supervisor, team leader or other representative of Nurse Connection Staffing (except the President) has the authority to make any agreement contrary to the above, to enter into any agreement for employment for any specified period of time, or to make any contract, promise, or commitment contrary to those guidelines outlined in this Handbook.

Non-Discrimination/Anti-Harassment

Nurse Connection Staffing is committed to a work environment in which all individuals are treated with respect and dignity. Each employee has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. With that said, Nurse Connection Staffing expects that all relationships among employees throughout the Agency will be business-like and supervised free of bias, prejudice and harassment.

Harassment is defined by the Agency as verbal, written or physical conduct that demonstrates hostility, intimidation, ridicule or insult towards an individual which is severe and pervasive and has the effect of creating an abusive working environment.

Harassing conduct includes the use of nicknames/labels, slurs or negative stereotyping; threatening, intimidating or hostile acts; demeaning jokes; and/or written or graphic material that belittles or shows hostility toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on Agency time or using Agency equipment via e-mail, phone (including voice messages), text messages, tweets, blogs, social networking sites or other means.

This policy includes, but is not limited to, the effect that harassment, discrimination and/or retaliation via the use of social media (on or off Agency time) has on an employee's ability to perform their job.

Harassment, on the basis of any protected characteristic, is also strictly prohibited, including hostility towards an individual because of his/her race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital or familial status, citizenship, genetic information or any other characteristic protected by law that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an employee's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purpose of this policy, the Agency follows the Equal Employment Opportunity Commission Guidelines which define sexual harassment as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

Bullying

Bullying is a specific form of harassment. Nurse Connection Staffing defines bullying as "repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against one or more individuals, at the place of work and/or during employment." Such behavior violates the Agency's core values.

The Agency considers the following types of behavior examples of bullying:

- Verbal Bullying: slandering, ridiculing or maligning a person or his/her family; persistent name calling which is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- Physical Bullying: pushing; shoving; kicking; poking; tripping; assault or threat of physical assault; damage to a person's work area or property.
- Gesture Bullying: non-verbal threatening gestures; glances which can convey threatening messages.
- Exclusion: socially or physically excluding or disregarding a person in work-related activities.

Workplace Violence

Workplace violence is also a form of harassment. The Agency strives to provide an environment that is safe and secure for all employees, vendors, clients/customers, business associates and visitors/guests of the Agency. Behavior that is threatening, harassing, intimidating or in any way dangerous or violent is strictly prohibited and will result in serious responsive action.

The Agency considers the following types of behavior examples of workplace violence:

- Verbal or physical harassment.
- Verbal or physical threats (e.g., gossip, rumors, e-mails, non-verbal behavior).
- Assaults or other violence (e.g., hitting, punching, slamming or throwing an object).
- Any other behavior that causes others to feel unsafe (e.g., bullying, sexual harassment, etc.).

While no Agency is completely immune from acts of violence, clear policies and procedures help reduce the likelihood of such events and guide appropriate responses to situations that do arise.

Employees are expected to refrain from conduct that may be dangerous to others. Conduct that threatens, intimidates or coerces another employee, vendor, customer/client, business associate or visitor/guest will not be tolerated. Nurse Connection Staffing resources may not be used to threaten, stalk or harass anyone at the workplace or outside the workplace. The Agency treats threats coming from an abusive personal relationship as it does other forms of workplace violence.

Retaliation

Retaliation is defined as any "adverse action" taken against an employee based on their complaint of harassment or discrimination. "Adverse action" may include a significant change in employment status, such as hiring, firing, failing to promote, reassignment with significantly different responsibilities or a decision causing a significant change in benefits.

Retaliation against an employee for reporting harassment or discrimination, or for participating in an investigation of a claim of harassment, discrimination, bullying or any other protected activity, is a serious violation of this policy, and like harassment, discrimination or bullying itself, will be subject to disciplinary action, up to, and including, termination.

Hostile Work Environment

A hostile work environment exists when an employee experiences workplace harassment and fears going to work because of the offensive, intimidating or oppressive atmosphere generated by the harasser. A hostile work environment interferes with an employee's ability to perform their job and creates an abusive or offensive work environment for the employee being harassed. A hostile work environment can also affect those working in the same environment as the individual being harassed and the harasser.

Individuals and Conduct Covered

These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to the Agency (e.g., an outside vendor, business associate, customer/client or visitor/guest).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside of the workplace, such as during business trips, business meetings and business-related social events.

Reporting an Incident of Harassment, Discrimination or Retaliation

Harassment, discrimination or retaliation can be intentional or unintentional. The focus of any investigation by the Agency will be on the effect of the alleged harassment on the complaining employee.

Nurse Connection Staffing encourages the prompt reporting of complaints or concerns so that prompt investigations can be conducted. Therefore, although no fixed reporting period has been established, early reporting and intervention are encouraged because they have been proven to be the most effective method of resolving actual or perceived incidents of harassment, discrimination or retaliation, as defined by this policy.

When possible, the Agency encourages employees who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often, this action alone will resolve the problem. The Agency recognizes, however, that an employee may prefer to pursue the matter through a formal complaint procedure.

DO NOT DIRECT ANY FORMAL COMPLAINTS TO THE HARASSER.

Formal Complaint Procedure

Nurse Connection Staffing encourages reporting of all perceived incidents of harassment, discrimination or retaliation regardless of the offender's identity or position. Employees who believe that they have been the victim of such conduct should discuss their concerns with Human Resources, or the President, not necessarily in that order.

Reporting Violent Behavior

All employees of the Agency have a responsibility to report violent or threatening behavior. Indirect or direct threats of violence, incidents of actual violence and suspicious individuals or activities should be reported as soon as possible to Human Resources, or the President, not necessarily in that order.

911

If there is an immediate act or threat of violence that is considered an emergency situation, individual safety is always the top priority. Employees should call 911 if an emergency situation jeopardizes the safety of an employee, vendor, customer or visitor. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in direct danger, nor should they attempt to intercede during an incident. Employees should not report the behavior to the individual acting in a violent manner.

Restraining Order

Employees should promptly inform Human Resources of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees are encouraged to report safety concerns with regard to intimate partner violence.

Investigating Claims of Harassment, Discrimination or Retaliation

It is the policy of Nurse Connection Staffing to promptly and thoroughly investigate any reported allegations of harassment, discrimination or retaliation, as defined by this policy. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

The Agency expects the full cooperation of all employees asked to participate in a formal or informal investigation of alleged harassment, discrimination or retaliation.

Confidentiality will be maintained throughout the investigatory process to the extent possible and consistent with adequate investigation and appropriate corrective action.

Nurse Connection Staffing will not retaliate against employees making good-faith reports of violence, threats or of suspicious individuals or activities. In order to maintain workplace safety and the integrity of its investigation, the Agency may suspend employees suspected of workplace violence or threats of violence, either with or without pay, pending investigation.

Misconduct constituting harassment, discrimination or retaliation, as defined by this policy, will be dealt with appropriately and may involve actions up to, and including, termination. The severity of the action may not allow rehabilitation and an employee may be terminated after the first offense. Management retains the sole discretion to determine appropriate disciplinary actions for incidents involving harassment.

Employees who file a complaint of harassment, discrimination or retaliation, as defined by this policy, and the respective individual(s) against whom the allegation(s) was/were filed, will be promptly notified of the outcome of the investigation. False and malicious complaints of harassment or discrimination may be the subject of appropriate disciplinary action, up to, and including, termination.

Any employee with questions or concerns about this policy or procedure should seek further information from Human Resources, or the President, not necessarily in that order.

Whistleblower Policy

The purpose of this Whistleblower Policy ("Policy") is to protect from retaliation persons who report, in good faith, suspected improper conduct. This Policy is adopted by and on behalf of Baptist Health System, Inc. ("System") and its affiliates ("System Affiliates" and, together with System, "Baptist Health"). This policy is intended to supplement but not replace any applicable federal and/or state laws governing whistleblower protection.

Definitions

1. Affiliate

A corporation or other entity controlled by, in control of, or under common control with a corporation.

2. System Affiliates

The System affiliates are Baptist Health Nursing and Rehabilitation Center, Inc., Baptist Health Enriched Housing Program, Inc. d/b/a Judson Meadows, Baptist Health System Foundation, Inc., and The Nurse Connection Staffing, Inc.

3. Improper Conduct

Any action or suspected action taken by or within Baptist Health that is illegal, fraudulent, in violation of federal and state health care programs, or in violation of any adopted policy of Baptist Health, including, but not limited to, the Standards of Conduct contained in System's Corporate Compliance Manual.

Covered Person

Covered persons protected by this Policy are any director, officer, employee, professional staff member, or volunteer participating in a formal volunteer program of a System Affiliate ("Covered Persons").

Procedure

1. Reporting of Violations

The reporting of actual or suspected Improper Conduct is addressed in the "Reporting Requirements" section of System's Corporate Compliance Manual and the attached Appendix to this Policy.

2. Confidentiality

Confidentiality protections are addressed in the "Reporting Requirements" section of System's Corporate Compliance Manual and the Appendix.

3. Maintenance of Reports

Reports of Improper Conduct will be maintained by System's Corporate Compliance Officer for the latter of a period of six (6) years after the completion of System's investigation of reported Improper Conduct or a period of six (6) years after the completion of a governmental investigation, if any, of the reported Improper Conduct.

Non-Retaliation/Non-Intimidation

No Covered Person who, in good faith, makes a report of Improper Conduct or who, in good faith, participates in any internal or governmental investigation of a report of Improper Conduct will be subject to intimidation, harassment, discrimination or other means of retaliation and, with respect to employees, adverse employment consequences.

Policy Administrator

System's Corporate Compliance Officer shall be responsible for administering this Policy and will report, with respect to this Policy, directly to System's Audit Committee.

Distribution

A copy of this Policy will be distributed to all current Covered Persons and will be distributed to new Covered Person during their initial orientation with Baptist Health. This Policy will also be conspicuously posted on Baptist Health's web-site.

Violation of Policy

A violation of this Policy will result in disciplinary action, including, but not limited to: (1) for a director or officer, up to removal from the Board of Directors and/or removal from office; (2) for an employee, up to termination of employment; (3) for a professional staff member, up to

termination of staff privileges; and (4) for a volunteer, up to termination of volunteer privileges.

Drug and Alcohol-Free Workplace Policy

The Company has established the following Drug and Alcohol-Free Workplace Policy to ensure the safety of all residents, patients, and employees and to promote productivity in the workplace. This policy applies to all employees, contractors, and temporary workers. Substances covered under this policy include alcohol, illegal drugs, inhalants, and prescription and over-the-counter drugs. Compliance with this Policy is required as a condition of continued employment with the Company.

All employees

All employees must follow these rules while on company premises and while conducting Company business. The following rules apply any place you conduct Company business, including a Company vehicle or your own vehicle:

You may not use, possess, or be under the influence of alcohol on Company time, regardless of whether you are on or off Company premises. For purpose of this policy, "Company Time" is defined as the period beginning with the start of the employee's shift and concluding with the end of the employee's shift plus any overtime hours, if applicable, and includes the employee's meal and other break periods. "Company premises" includes Company buildings, grounds, parking areas, and Company vehicles.

You may not report to work or remain on duty after you have consumed alcohol in an amount that may adversely affect or does adversely affect your job performance.

You may not use, possess, or be under the influence of illegal drugs, regardless of whether you are on or off Company time or premises.

You may not engage in the illegal manufacture, distribution, dispensation, solicitation, sale, purchase, transfer, or possession of illegal drugs, whether on or off Company time or premises. It is against the law to do so, and we will report such actions to the authorities.

You may not use, possess, sell, buy, transfer, or distribute drug paraphernalia.

In the event the Company conducts an investigation into a violation of this Policy, you are expected to fully cooperate in the investigation. Cooperation may include, but is not limited to, drug testing, as discussed below. Refusal to cooperate with an investigation may be grounds for disciplinary action, up to and including immediate termination of employment.

The Company reserves the right to search the premises for the presence of any illegal or prohibited substances.

Drug and Alcohol Testing

Drug and alcohol testing is an integral part of our Policy. Employees are required to submit to testing under the circumstances described below:

An employee must submit to a drug and/or alcohol test whenever the Company has a reasonable belief that the employee is under the influence of drugs or alcohol while on Company time or premises or has otherwise violated the Company's policy;

An employee who has been removed from his/her job duties as a result of a positive drug test and/or positive alcohol test may be subject to periodic unannounced drug and/or alcohol testing;

An employee is involved in an accident or injury on Company time or Company premises and there is reasonable suspicion of drug or alcohol involvement; or

When otherwise required by applicable law or regulation.

Each current and prospective employee must sign a testing authorization and acknowledgement form confirming that he or she is aware of this policy and of his or her rights, and that he or she will submit to testing when asked.

Employee Privacy

The Company's policy is intended to comply with all applicable laws governing alcohol and drug testing and is designed to safeguard employees' rights to the fullest extent of the law.

Refusal to Submit to a Drug or Alcohol Test

The refusal to submit to any drug or alcohol test required under this policy, including test that employees agree to take in connection with rehabilitation provided under this policy, may result in immediate termination of employment.

Prescription Medications

An employee does not violate this policy by using, in the manner authorized by the prescription, medication that is prescribed to that employee. However, if the employee is advised that his or her use of a prescription medication is likely to adversely affect the employee or others at work, the employee has the responsibility to ask whether another medication can be prescribed or, if not, to advise the Human Resources Department that he or she has been prescribed medication that may cause an adverse effect, without disclosing the medication's name or the reason for its use, in order to determine if an accommodation can be made while the employee continues to take the medication.

You must follow these rules if you take prescription or over-the-counter drugs on the job.

You may use a prescription drug only if a licensed health care provider prescribed the drug and the prescription has not expired.

You must keep these drugs in their original containers or bring only a single-day supply.

The Company may change your work duties or restrict you from working while you are using a prescription or over-the-counter drug that may adversely affect you or others at work.

You may not operate machinery while taking prescription or over-the-counter drugs that impair your ability to work safely. This includes Company vehicles.

Voluntary Self-Identification of Substance Abuse Problem

Employees who voluntarily self-identify themselves as having a drug or alcohol problem and who voluntarily request assistance for such problems will be referred to the Company's EAP provider for an evaluation and for appropriate counseling, treatments, or a rehabilitation program, if recommended. The cost of services beyond the scope of the Company's EAP will be the employee's responsibility.

Employees may not use this self-identification provision to avoid taking a test when required under this policy or to avoid discipline for violating this policy.

Except where the federal, state or local laws prohibit, all leave time taken for the evaluation, counseling, treatment or rehabilitation will be counted against any leave to which the employee may be entitled under the Family and Medical Leave Act (FMLA) or similar state or local law.

Before returning from leave, the employee will be required to provide medical documentation clearing him/her to return to work and may be required to submit to a drug and/or alcohol test before being reinstated.

Reinstatement following successful completion of counseling, treatment or rehabilitation will be in accordance with the Americans with Disabilities Act, FMLA, and other applicable laws.

Personnel Records

The Nurse Connection Staffing maintains personnel files on all employees. To ensure that your personnel record is up-to-date at all times notify your coordinator or the Human Resource Department of any changes in your name, telephone number, address and any other related information. The personnel files are retained for a minimum of three years upon an employee's termination from The Nurse Connection Staffing's office.

In-service Education

The Nurse Connection Staffing has a commitment to our employees; we provide in-services and can schedule additional in-services outside of the office.

As a staff member you are required to complete a certain amount of in-service training annually depending on your discipline. These opportunities are offered so that you may keep abreast of current procedures and practices and enhance your ability to deliver quality care. Required hours are listed below:

**CNA 12 hours per year (*Includes completion of annual "Mandatory In-service"*)
*Remedial training (when necessary)***

LPN & RN Annual Completion of "Mandatory In-service," Maintain CPR certification, Annual Medication Administration Evaluation, Annual Hands-On Skills Training and remedial training (*when necessary*)

All staff is required to complete the "Mandatory In-service" which reviews: Infection Control, Bloodborne Pathogen, Universal Precautions, Exposure Control, Fire Safety, HIV & Patient Confidentiality, and Advance Directives & Tuberculosis.

C.P.R. certification is **mandatory** for all LPNs and RNs.

Additional in-service programs may be mandated when necessary to inform employees of new or changing issues, policies or procedures.

Professional Licensure & Registration

All professional employees (RNs /LPNs) must have current licensure from the New York State Professional Licensing Board. Employees are responsible for keeping such licensure current. Failure to keep licensure or registration current may result in an employee being placed on inactive status or terminated from employment.

CNA Recertifications:

The Nurse Connection Staffing is responsible (*as per NYS Nurse Aide program*) for recertifying each CNA who is currently working for the agency at the time the certification expires.

To be eligible for recertification, the nurse aide must have worked for pay as a nurse aide in a nursing home (*through The Nurse Connection Staffing*) for at least 7 hours during the previous 24-month certification.

Dress Code

The Nurse Connection Staffing requires high standards of cleanliness and good grooming. Your personal appearance reflects on the Company and should project the professional image our customers and clients expect from our employees. We ask that you adhere to The Nurse Connection Staffing's dress code while at work. The following guidelines apply to all facilities:

- **ID Badge:** is required to be worn at all times.
- **Dress:** Clean, pressed uniforms are desired. Pastel colors are permitted.
- **Shoes:** clean white shoes or white sneakers only.
- **Stockings:** light in color or white. White socks may be worn with pants.
- **Fingernails:** must be clean and trimmed appropriately to avoid resident injury.
- **Hair:** clean, neat and well groomed. If long, neatly pulled back.
- **Cosmetics:** must be conservative in use of make-up and cologne due to residents' sensitivities.
- **Jewelry:** (other than wedding bands and post earrings) is **not** permitted as it would be a safety hazard.

- **Items which are not permitted:**
 - shorts
 - skirts 2" above the knee and higher
 - long, spiked fingernails
 - sleeveless tops
 - open toe shoes
 - blue jeans
 - spandex or leggings
 - logos or slogans on clothing
 - sweatpants
 - visible tattoos and body piercings

Identification Badges

To ensure a safe and professional working environment for both our employees and our clients, it is important that employees and clients are able to easily recognize and confirm that our employees are indeed active members of the agency staff.

All new hires will be issued a photo identification badge during their orientation process. The Nurse Connection Staffing requires all employees to wear their I.D. badges when on assignment. This identification badge is the property of The Nurse Connection Staffing and therefore must be returned upon separation from the agency.

Employee Conduct

The Nurse Connection Staffing employees are expected to act responsibly and abide by all applicable laws, regulations, policies, procedures and instructions of the Agency, Facilities and supervisory personnel. The Nurse Connection Staffing has determined that the following actions (*not all-inclusive*) are by their nature detrimental to the successful operation of any business that involvement may be grounds for disciplinary action up to and including immediate termination without warning:

- ❖ Patient/Resident Abuse
- ❖ Any field staff employee who is under investigation for alleged resident abuse (*of any nature*), will be *suspended* until a final determination is made.
- ❖ Any professional (*RN or LPN*) who is found to have a suspension, probation, fines or convictions under their license may be terminated immediately.
- ❖ No Call, no show to scheduled shift.
- ❖ Not following work schedule
- ❖ Violation of time card procedure
- ❖ Violation of lunch or break period
- ❖ Excessive tardiness
- ❖ Excessive absenteeism
- ❖ Complaints regarding clinical performance, judgment, ethics or competency
- ❖ Falsification of information on your application, license (s), timeslips or any client records
- ❖ Failure to follow universal precautions
- ❖ Leaving work without approval
- ❖ Safety violation
- ❖ Insubordination
- ❖ Misuse or abuse of company property
- ❖ Sleeping on the job
- ❖ Theft of any kind
- ❖ Use/possession of drugs and/or alcohol on company/facility property
- ❖ Violation of any company policy

The agency may utilize a system of progressive discipline, at its sole discretion, in cases of misconduct or unacceptable performance. The progressive discipline process may include some or all of the following stages:

1. **Verbal warning**-with written documentation signed by employee
2. **Written warning**-explaining the possibility of suspension due to the nature of infraction (*employee must sign all documentation pertaining to this disciplinary action*)
3. **Termination of Employment**

The Nurse Connection Staffing reserves the right to terminate the employment of any individual at any time, for any reason. Terms and conditions of employment, including a defined period of employment cannot be guaranteed by any member of management.

Attendance

Due to the sensitive nature of service provided, your commitment to scheduled hours is essential. If you must cancel any scheduled work assignment(s), the following guidelines must be followed:

- You must contact our office or on-call coordinator **2 hours prior** to your scheduled work assignment.
- If your cancellations are due to illness and the illness will keep you out of work 3 consecutive days, you must provide supporting medical documentation/clearance that you may return to work without restrictions.

Should you provide our office or on-call coordinator with **24 or more hours** of notice for any cancellation, it will be logged into our system but not subject to our disciplinary process.

Tardiness

The ability to deliver continuity of care requires that all scheduled field staff employees arrive on time to their scheduled work assignment(s).

- Should you arrive late to one (1) scheduled work assignment, you will receive a written warning.
- Should you arrive to a second scheduled work assignment, you will be **required** to come to the office for an in-service on “*professionalism & work ethic.*” All scheduled work assignments will be suspended until you have completed the required in-service.
- Once in-serviced and continued late arrivals occur, further disciplinary action may be taken to include the termination of your employment.

No Show/No Call

No show/No call is interpreted by us as your voluntary resignation unless The Nurse Connection Staffing Administration determines that circumstances which prevented you from contacting our office are acceptable.

ASSIGNMENT PROCEDURES

When you accept an assignment, you will be expected to fulfill the assignment in a professional manner. All scheduling and cancellations are to be handled through the office. Any hours you arrange to work through the facility supervisor must be called in to our coordinators.

We ask you, as an assignment caregiver, to call us at least weekly to advise our coordinators of your availability. Should this availability change, it is helpful to update them. If you fail to maintain contact with our office, we may conclude that you no longer wish to be an active employee of The Nurse Connection Staffing.

Mandate Policy

In the event of an emergency related to severe weather, or any condition which places the facility’s residents at risk due to inadequate staffing, The Nurse Connection Staffing staff are required to remain, should mandating of all facility nurses and aides on duty not provide safe staffing numbers.

Guidelines for Working in the Facilities

As supplemental staff, it is important that we assist our clients with maintaining continuity of care. To accomplish this, please:

- Arrive early enough to the facility to ensure that you are on your assigned unit on time.
- Adhere to facility's assigned break schedules and smoking policies.
- Do not use phones for personal reasons. In case of emergencies, have family members contact our coordinators who will contact you.
- Be familiar with assignment requirements and follow each resident's care plan.
- Demonstrate a caring and friendly attitude and eagerness to be a team player.
- Place resident's needs and safety first.
- Be respectful of resident's personal property.
- Adhere to dress code requirements of each facility.
- Acquaint yourself with each facility's fire control procedures. **Never** remain on break when an alarm is activated. Return to your unit and assist until "All Clear" is announced. Arrange to make up break time with charge nurse or supervisor.

Your Safety

The safety of our staff and those they serve is important to us.

- Notify the nursing supervisors if you identify a circumstance, which may potentially result in injury to you or your patient.
- Always transfer patients according to the written plan of care. Wait for help! **Do not** take risks.

Should you become injured on the job, notify the facility's supervisor and The Nurse Connection Staffing immediately. An incident report must be accurately completed.

FAILURE TO REPORT AN INJURY WITHIN 24 HOURS OF OCCURANCE MAY RESULT IN SIGNIFICANT DELAY OR DENIAL OF WORKER'S COMPENSATION CLAIM.

COMPENSATION

Pay Periods

The pay week runs from Sunday through Saturday. You are paid weekly and payday is every Friday. Paychecks are issued between 7:00am to 3:30pm at the Corporate office on Friday. Any paychecks not picked up by 3:30pm pm will be mailed to the employee unless otherwise directed. In an emergency, another person may pick up your paycheck. This person must have identification and a letter of release signed by you, giving authorization to receive the paycheck. This also applies for advance pay pick-ups.

Time recording at Client Facilities

Many clients are now requiring agency employees to punch in and out on their clocks. This must be adhered to and Agency timesheets must be completed and signed as well. Failure to utilize the client time clock regularly may lead to disciplinary action.

Timesheets

Completed & signed timesheet must be submitted weekly and no later than **Monday by 3pm** of the following week in order to receive a paycheck on Friday. (*See Instructions for completion of time sheets*)

Meal Periods

All employees are required to take a 30-minute, unpaid meal break. If you are unable to do so, your timecard must be initialed by the supervisor when signing out for the day.

Payroll Advance

In order to receive a payroll advance, you must have a Skylight Pay Card (*which can be provided by each office*). Advances can be disbursed on all shifts completed the next business day. You must call the office (518-459-6612 option #3) and request your pay advance(s) by **10am**. You must provide our office with a signed timeslip(s) for the desired shifts you are requesting a pay advance for. If our office does not have a signed timeslip(s), we will be unable to process your request(s). All pay advance funds will be processed by 12 noon onto your Skylight Pay Card.

If a holiday falls on a Monday and the office is closed, all pay advance requests from the previous week must be called in by 10am and funds will be disbursed by 12 noon the same day as the request.

Additionally, pay advance requests for the Monday holiday, in which the office is closed, can be called in on the Tuesday, following the Monday holiday, by 10am and funds will be disbursed by 12 noon the same day as the request.

If the Finance office receives a garnishment/levy to your payroll funds, all garnishments/levees supersede any pay advance disbursement.

Direct Deposit

For your convenience, The Nurse Connection Staffing has a direct deposit system. We will deposit your paycheck into the checking or savings account of your choice or provide a pay card. If you choose to enroll or change your direct deposit, please complete the enrollment form and forward it to the payroll department for processing.

Pay Card Program

All Field Staff employees utilizing the Company's pay advance system must sign up for a Pay Card (*through Skylight Financial*). All Pay Cards will be initialized through our office(s) and all pay cards must be activated by the individual Field Staff employee before any funds will be transferred.

All Field Staff employees may also elect to have their payroll funds transferred onto their Pay Card.

Wage Garnishment

By law, The Nurse Connection Staffing is required to comply with any notice of garnishment or garnishment summons.

Overtime Pay

We pay all non-exempt employees overtime for any authorized work in excess of 40 hours per week. Exempt employees are not eligible for overtime pay. Any employee who works over 40 hours in a facility will be paid time and one-half. We will not schedule you for overtime without

prior approval from the facility. You are not to schedule yourself for overtime work with a facility (without prior approval).

Should you agree to work additional hours, our coordinators must notify the nursing home supervisor in order to obtain authorization for the overtime rate.

Holiday Pay

Time and one half is paid for the following holidays:

- New Year's Eve
- New Year's Day
- Easter
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day.

Holiday rate begins 11-7 the night before through and including 3-11 the day of. Exceptions are Christmas and New Year's; 3-11 on eves through and including 3-11 the day of.

Show Pay

In the event that a staff member is sent home by a facility due to a scheduling error, two (2) hours of show pay will be paid as long as the following conditions apply:

That you are listed on The Nurse Connection Staffing's schedule

That you notify the office Staffing team or On-Call Staffing team PRIOR to leaving the client facility in the event that a reassignment can be arranged

You will not receive show pay if you are asked and refused to remain at the facility to work during that two-hour time frame.

Employment Taxes and Voluntary Deductions

A statement of earnings is given each pay period to employees indicating:

- Gross Pay
- Statutory Deductions
- Voluntary Deductions

The number of exemptions claimed on Form W-4 Employee's Withholding Allowance Certificate affects the amount of federal withholding. If an employee's marital status changes or the number of exemptions previously claimed increases or decreases, a new Form W-4 must be submitted to Human Resources.

All deductions from an employee's wages shall be in accordance with applicable law and, when required, the employee's authorization. Employees must consent in writing to the following deductions:

- Payment of group health insurance premiums
- Repayment of payroll overpayments
- Voluntary insurance premiums

Deductions not taken for any pay period may be carried over to succeeding pay periods and deducted from the wages due in the succeeding pay period to the extent allowed by law.

If an employee objects to a deduction, such as a garnishment or child support, the dispute will be referred to Human Resources.

Garnishments

A garnishment is a court order to an employer to withhold a sum of money from an employee's wages or salary. In addition to mandatory payroll deductions, Nurse Connection Staffing is required by law to comply with certain court orders, liens, or wage assignments and to make payroll deductions pursuant to those orders.

After federal income taxes, social security taxes, and applicable state tax withholding deductions have been deducted from an employee's paycheck, the remaining balance is what is considered "disposable earnings" for the period. From this amount, Nurse Connection Staffing will garnish wages in the following order:

- Federal Tax Levy
- Judgments
- Child support order
- Other Attachment Orders

Safe Harbor Policy for Exempt Employees

The Agency complies with the salary basis requirements of the Fair Labor Standards Act (FLSA). The Agency does not make improper deductions from the salaries of exempt employees. Exempt employees are those employed in a bona fide executive, administrative, or professional capacity and who are exempt from the FLSA's overtime pay requirements, as defined earlier in this handbook.

Permitted Deductions

There are certain circumstances where deductions from the salaries of exempt employees are permissible. Such circumstances include:

- When an exempt employee is absent from work for one or more full days for personal reasons other than sickness or disability;
- When an exempt employee is absent for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
- To offset amounts received as witness or jury fees, or for military pay; or
- For unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.

Also, an employer is not required to pay the full salary in the initial or terminal week of employment; for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act or for penalties imposed in good faith for infraction of safety rules of major significance. In these circumstances, either partial day or full day deductions may be made.

What to Do If an Improper Deduction Occurs

If an employee believes that an improper deduction has been made to his or her salary, he or she should immediately report this information to the manager.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made.

Pay Differential for Daylight Savings Time

For those employees who are scheduled to work the 3rd shift (11pm to 7am) during the daylight savings time change (either Fall or Spring), please note that you will get paid 7 hours for 7 hours worked during the Spring when clocks are moved ahead. During the Fall when clocks are turned back 1 hour, you will get paid 9 hours for 9 hours worked.

Mileage Reimbursement

- Reimbursement will be processed up to and including 150 miles per round trip.
- All miles traveled over 150 miles per round trip will be calculated on an individual based by Human Resources and Payroll Department. Pre-approval is mandatory for all round trip reimbursement over 150 miles.
- Employees that travel over 70 miles, per roundtrip, will be eligible to take advantage of our mileage reimbursement plan.

For example:

- **Travel 50 miles one-way/100 miles round-trip to facility: 70 miles not eligible; 30 miles eligible for reimbursement @ \$.40 per mile= \$12.00 or \$1.60 per hour for a 7.5-hour shift.**
- **Travel 40 miles one-way/80 miles round-trip to facility: 70 miles not eligible; 10 miles eligible @ \$.40 per mile = \$4.00 or \$.53 per hour**
- **Travel 30 miles one-way/60 miles round-trip to facility: No Reimbursement**

Reimbursement Process

- Employee who is eligible will file a mileage reimbursement form to be emailed; faxed or scanned to the office
- Reimbursement will be processed with accounts payable every other Friday and all funds will be transferred to their **Pay Card ONLY**.
- Payment will be made to the employee only by pay card – no paper checks – for ease in processing and accountability. If you do not have a pay card, contact the office so we can set you up. **Reimbursement must be submitted for approval within fourteen (14) days of shift completion to be reimbursed. After 14 days, no reimbursement will be approved.**

Field Staff Employee Time Sheet(s)

Time Sheet:

1. Print the Client/Facility Name.
2. Enter Saturday's date in "Week End Date". The pay week begins on Sunday and ends on Saturday.
3. Print your name: First – Middle – Last (*To assure the correct employee gets paid, as signatures are sometimes difficult to read*).
4. Place a check next to the Certification/Licensure to which you are working as (*ex: An RN may have accepted an LPN level assignment, in this case the RN must check off in the LPN box, as this is the level we are billing for*).
5. Enter the date each day you work (*not before*) at the facility/client.
6. Enter the time you start assignment and circle either AM or PM.
7. Enter the time you leave assignment and circle either AM or PM.
8. Record the time taken for meals. (If no mealtime taken, note 0 in space & provide written documentation from shift supervisor as to the circumstances, which prevented the break.
9. Record the total time you are at the assignment each day subtracting the mealtime.
10. Record the time traveled in this section **if applicable**. Leave blank if not applicable.
 - Travel time only applies for an employee that travels from one case/facility directly to another case/facility.
 - The employee will not be compensated for any time spent waiting for the next case. [Ex: *It takes 15 minutes to drive from client A to client B. The employee arrives at client B 30 minutes before the shift time. The 15 minutes of travel time is compensable, the 30 minutes of waiting is not compensable.*
 - Time spent traveling to the first assignment of the day and home from the last assignment of the day is not compensable.
11. Record the floor or unit name in this section.
12. Client/shift supervisors to sign upon your departure each day.
13. Enter your signature & title.
14. Record the total number of hours you have worked during the week (*please check your addition*)

***If the time sheets are not legible, incomplete, documented on another form (other than The Nurse Connection Staffing time sheet), or there is a discrepancy with times/dates scheduled, you will be notified to come in to the office and/or the time sheets sent back for you to make the appropriate corrections. This may result in the delay of your pay. So, please review your timesheets for accuracy/neatness before turning in to the office. ***

Documentation Procedure

Follow these guidelines unless there are specific policies per facility.

- All entries in clinical record at the facilities will be written neatly & legibly.
- Document in blue or black ink only.
- **Do not** fill out time sheet until the actual shift/assignment has been worked.
- Chart **after** delivery of care, **NEVER**. Information documented before the performance of a procedure may be inaccurate.

- Correct mistaken entries promptly. Do not erase/obliterate an entry. The use of correction fluid is not allowed.
Procedure for correction of errors:
 - Draw a single line through the entry so that it is still readable.
 - Write the abbreviation “M.E.” (for mistaken entry) above or beside the original words. The use of the word “error” is no longer advised because it tends to imply a clinical error was made.
 - Place the date & your initials next to the “M.E.”
- Chart only the care you have provided or supervised as directed by the care plan.
- Do not perform any tasks not on the care plan.
- Report all changes in a client’s condition & report objectively (means exactly what you see, hear, feel or smell) to the shift supervisor.
- Document & report to the supervisor any patient/client acts that may put client’s well being at risk (ex. *Noncompliance with medical & nursing interventions*).

LEAVES

Family Medical Leave

An eligible employee will be granted up to a total of 12 workweeks of **unpaid** leave during any 12-month period for one or more of the following reasons:

- For the birth and care of the newborn child of the employee;
- For placement with the employee of a son or daughter for adoption or foster care;
- To care for an immediate family member (*spouse, child or parent*) with a serious health condition; or
- To take medical leave when the employee is unable to work because of a serious health condition.

Intermittent leaves will be granted when necessary due to your own serious health condition or that of a covered family member.

To be eligible for FMLA, an employee must:

- have been employed for a total of 12 months;
- have worked at least 1,250 hours over the previous 12 months

Paid Family Leave (NY Employees)

Nurse Connection Staffing complies with New York’s Paid Family Leave (PFL) program. This program provides wage replacement to employees when they take leave to bond with a child, care for a close relative with a serious health condition, or help relieve family pressures when someone is called to active military service. Leave taken pursuant to PFL is considered job-protected leave, and will be authorized for following number of days in each of the respective years:

- 2018 – 8 weeks
- 2019 – 10 weeks
- 2020 – 10 weeks
- 2021 – 12 weeks

If an employee has a PFL-qualifying reason for leave and takes leave, but decides to not make a claim for PFL, it will still count against the employee's PFL bank.

Employees may take PFL in weekly increments or daily increments ("intermittent leave"). If PFL leave is taken intermittently, the employee will be able to take up to a maximum of 56 days. Please note that PFL cannot be taken for an employee's own injury or illness as that would qualify under NYS Disability (DBL). Also, the maximum length for DBL and PFL benefits cannot exceed 26 weeks in any consecutive 52-week period.

Nurse Connection Staffing does not require an employee to use PTO during PFL leave, even when the leave runs concurrently with FMLA (see below). However, Nurse Connection Staffing will allow the employee to elect to use PTO in lieu of PFL in order to receive full pay; or allow employees to use a partial PTO day to supplement his/her PFL benefit in order to receive full pay.

New York's Paid Family Leave is entirely employee-funded. As such, The Nurse Connection Staffing intends to deduct from its employee's pay each week the statutory amount – 0.126% of each employee's weekly wage up to a maximum of \$1.65 (averaged over the year, capped at \$85.56).

Unless you are authorized to file a waiver, employees will be eligible for PFL based on the following criteria:

- Employees with a regular work schedule of 20 or more hours per week are eligible after 26 weeks of employment.
- Employees with a regular work schedule of less than 20 hours per week are eligible after 175 days worked.

In limited circumstances, employees whose regular work schedules are temporary or seasonal may opt out of Paid Family Leave. If you are eligible to opt out of PFL coverage, Nurse Connection Staffing will provide such a waiver with other onboarding materials. Please note that if you work for another employer in addition to Nurse Connection Staffing, that you may also be eligible to take PFL from both employers, albeit at the same time and for the same reason.

As noted above, eligible Nurse Connection Staffing employees may take PFL to bond with a child, care for a family member or when required by military exigency. The following provides more details regarding the three qualified reasons for PFL:

1. Bonding with a Child

A parent (both mothers and fathers) may take Paid Family Leave to bond with a child who was either born, adopted or fostered. This bonding leave expires at the end of the consecutive 52-week period beginning on the date of the birth, adoption or fostering. Please note that employees may take PFL for bonding even for children born, adopted or fostered in 2017 so long as it meets the 52-week timeline.

2. Care for a Family Member with a Qualifying Health Condition

An employee may take leave to care for a family member who has a qualifying health condition. Qualified types of care include physical care, emotional support, visitation, assistance in treatment, transportation, arranging for a change in care, assistance with essential daily living matters, personal attendant services and traveling to pick up medication. Ordinarily, conditions such as the common cold, the flu, ear aches, upset stomach, minor ulcers, routine dental or orthodontia

problems, periodontal disease, etc., do not meet the definition of a serious health condition for purposes of PFL.

Employees must be in close and continuing proximity to the family member they are caring for – e.g., you cannot take PFL leave to check-in on a parent at their home, then use the time to travel or spend time elsewhere. Employees may travel outside of New York State to care for family, so long as they stay close enough to provide the “care” for which the employee is taking the leave

Employees may take PFL leave to care for the following family members:

- Spouses
- Domestic Partners
- Children
- Parents
- Parents-in-law
- Grandparents
- Grandchildren

3. *Qualifying Military Exigency*

Paid Family Leave is available when a spouse, child, domestic partner or parent of the employee is on active military duty abroad or has been notified of an impending call or order of active military duty abroad. Employees can take leave to help out with obligations arising out of a call to duty—for example:

- Making alternative child care arrangements for a child of the deployed military member;
- Attending certain military ceremonies and briefings; and
- Making financial or legal arrangements to address the military member’s absence.

Paid Family Leave, which provides wage replacement and job security, can be taken by employees who are also eligible for time off under the military provisions in the federal Family Medical Leave Act.

Filing a Claim

If an employee would like to make a claim for PFL, he/she must provide Nurse Connection Staffing with at least 30 days advance notice before the PFL if the qualifying event is foreseeable (*e.g., expected birth, planned medical treatment for family member, known military duty, etc.*). If the leave is not foreseeable (*e.g., a medical emergency*), notice must be given as soon as practicable under the facts and circumstances of the qualifying event, but at least as far in advance as is required by The Nurse Connection Staffing other leave policies within this employee handbook. Employees are not required to provide advance notice to the carrier. Although the employee will technically be making a claim with The Nurse Connection Staffing PFL insurance carrier, Nurse Connection Staffing will provide the employee with paperwork and send to the carrier for processing. The Nurse Connection Staffing carrier will notify employee within 18 days of filing a complete claim for benefits whether the claim will be paid or denied. If denying the claim, the insurer must provide an explanation in writing. If The Nurse Connection Staffing’s carrier denies the claim, Nurse Connection Staffing will require that the employee use accrued PTO to cover the days out on leave and will allow unpaid leave for the remaining days beyond employee’s accrued PTO. An employee will be paid directly by The Nurse Connection Staffing’s carrier.

PFL and Health Benefits

Employees with Nurse Connection Staffing provided health benefits will remain covered during PFL leave (*including family or dependent coverage*). Employees must continue to pay their regular contributions to the cost of the health insurance premiums at the same level they did prior to their PFL leave. Employees shall make payments directly to Nurse Connection Staffing during such leave since they will not have a pay check from which to make the usual deductions. If an employee on PFL leave is more than 30 days late with providing payment to Nurse Connection Staffing, we will initiate the following steps to terminate such employee's health insurance coverage:

- Nurse Connection Staffing will send a written notice at least 15 days before intending to end coverage and give the employee the option to remit any outstanding balance within 15 days; and
- If employee still does not send in payment within the 15-day window, Nurse Connection Staffing will terminate the employee's health coverage.

If an employee's health plan coverage is cancelled during PFL, The Nurse Connection Staffing will reinstate the employee into the health plan on the same terms as the employee had prior to take leave when the employee returns from PFL leave. If the PFL extends over the course of enrollment in a new benefits plan year, the employee is entitled to the new or changed plan or benefits as if the employee was not on leave.

PFL and FMLA

Nurse Connection Staffing intends to coordinate PFL with FMLA leave, and will notify employees of the effect of both when there is a need for leave that qualifies for each or both. In general, if a leave qualifies for both PFL and FMLA, the leaves will run concurrently. The Nurse Connection Staffing will designate such leave FMLA (and will notify employee of such designation) while the carrier will determine whether a claim for PFL qualifies as noted above. If an employee has a need for leave that would qualify for both FMLA and PFL, but chooses not to apply for PFL leave, it will still count against that employee's PFL bank. Please note that there are several different requirements for each type of leave that may disqualify an employee from one or the other:

- Eligibility for PFL and FMLA are different:
 - Employees working 20+ hours per week for 26 weeks and employees working less than 20 hours per week and has worked 175 days for Nurse Connection Staffing (*there is no minimum hour requirement*) are eligible for PFL leave
 - Employees must work for Nurse Connection Staffing for 12 consecutive months, for a minimum of 1,250 hours to be eligible for FMLA leave
- FMLA is unpaid, job-protected leave, while PFL is paid, job-protected leave
- FMLA and PFL can both be taken intermittently, however PFL can only be taken in daily increments, whereas, FMLA would usually follow the employer's time off policy (but in any case, can be taken in as few as 15-minute increments under the statute)
- FMLA can be taken to bond with a child, care for a seriously ill family member, military exigency or one's own injury or illness – PFL does not allow an employee to take leave for his/her own injury or illness

PFL and DBL

PFL and DBL cannot be taken at the same time. In addition, an employee is limited to a maximum of 26 total weeks of DBL and PFL per 52-week period. Upon the birth of a child, a female employee can elect to take DBL for her own illness or injury (typically 6-8 weeks for the “disability”), and also take PFL to bond with the child. FMLA leave would run concurrently with both.

FMLA expanded to cover Military Service members

On January 28, 2008, President Bush signed the 2009 Defense Authorization Bill (Pub.L. 110-181) into law, which expands the Family and Medical Leave Act of 1993 to assist military members and their families.

Caregivers Leave

Employees who provide care to a close relative who is a member of the Armed Forces undergoing outpatient treatment, recuperation or therapy for a serious injury or illness are entitled to up to 26 weeks of unpaid leave. The term “*caregiver*” is defined as a spouse, child, parent or “next of kin” (*nearest blood relative*). A service member is covered under the FMLA if he/she is a member of the Armed Forces, including the National Guard or Reserves, and is undergoing outpatient medical treatment, recuperation or therapy for a serious injury or illness incurred in active military duty

The 26 weeks unpaid leave may be taken on an intermittent or reduced-schedule basis. Importantly, all 26 weeks of leave must be used during a single 12-month period.

Notice & Certification

Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take FMLA when the need is foreseeable and such notice is practicable.

You may be required to provide:

- medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member.
- the Company reserves the right to ask you to submit to second or third medical opinions (at the company’s expense) and periodic recertification; and
- periodic reports during FMLA leave regarding the employee’s status and intent to return to work.

Reinstatement

As an eligible employee, you will be restored to your previous position or an equivalent one upon return from your FMLA with the same pay and other terms and conditions of employment unless your former position was eliminated due to a reduction in work force, restructuring or other job elimination that was unrelated to your leave.

Jury Duty

Any field staff who is required to serve on jury duty, regardless of part or full-time status, will be paid \$40.00 per day for the first 3 days of jury service, if they are scheduled to work on the days of

jury duty service. If they are not scheduled by The Nurse Connection Staffing to work on the days of jury duty service, there is no obligation to pay.

Blood Donation Leave

Employees are eligible for up to 3 hours of leave during any 12-month period for time off to donate blood. An employee must provide advance notice to his/her manager of his/her intention to take this leave. The Agency will not retaliate against any Employee who requests or takes a leave of absence to donate blood. Employees may use accrued paid time off for this purpose. Employees are required to show sufficient proof of blood donations.

Bone Marrow Donation Leave

Employees who work an average of twenty (20) hours or more each week are eligible to receive up to 24 hours of unpaid leave to donate bone marrow. Employees must provide notice at least 24 hours in advance of a scheduled bone marrow donation. If the bone marrow donation is unscheduled, employees should provide notice as soon as possible after receiving the request for a bone marrow donation. An employee must provide his/her immediate supervisor and Human Resources with a written physician verification for the purpose and length of each bone marrow leave requested. For more information regarding this leave, please contact Human Resources.

INSURED BENEFITS

Health Insurance Benefits

Nurse Connection Staffing is pleased to offer health insurance to qualified and eligible employees effective on the first day of the month following 60 days of employment.

Eligibility Requirements:

You must work, on average, 30 hours per week to be eligible for health insurance. For the purposes of the Affordable Care Act (ACA), Nurse Connection Staffing conducts a review of employee hours worked during a one-year period (*also referred to as a look-back period*) which is September 1st through October 31st of each year. If you elect health insurance through Nurse Connection Staffing, and you do not average 30 hours per week determined through the look-back period, you will no longer be eligible for health insurance.

Administration:

Upon hire, you will be provided with a Summary of Plan that outlines coverage(s) provided through the plan in effect at that time which is a qualified plan and meets the requirements of the Affordable Care Act (ACA). You will be required to accept or decline coverage within 60 days of your date of hire and you must submit a signed Consent/Declination form which also outlines plan costs which will be provided to you. There are no exceptions to this requirements in order to be in compliance with the Internal Revenue Service

Should you accept coverage, you will be obligated for your portion of the premium which is deducted from your pay weekly per the schedule as outlined in the Consent/Declination form, even if you did not work that pay period. In this case, the amount owed would be in arrears and will be deducted in the next pay period in which there was funds available in addition to any other amounts that may be in arrears.

Please direct any questions regarding health insurance to Human Resources.

Disability Benefits

The Nurse Connection Staffing provides NYS Disability benefits to eligible employees. Employees who have been with the agency for four consecutive weeks from the date the disability began are eligible to file a claim.

Disability benefits are temporary cash benefits paid to an employee when he/she is disabled by an OFF THE JOB injury or illness. Medical care is the responsibility of the claimant. A physician release form is required from employees before they return to duty after a disabling illness or injury.

Social Security

The federal social security program provides certain old-age disability assistance benefits. The Agency's contribution towards the funding of this program is currently being made as required by law. Information about available Social Security benefits may be obtained from your nearest Social Security office.

Workers' Compensation

In accordance with federal and state laws, Workers' Compensation insurance is carried on all employees at no expense to you to protect you in the event of a job-related illness or injury within the limits of liability as mandated by law. Certain strict limits apply on these claims, so it is very important to give prompt notice of any injuries to your supervisor and/or Human Resource Department. Any employee who is injured or has an exposure incident on the job, must immediately report the occurrence to The Nurse Connection Staffing so that a report can be filed with our worker's compensation claims administrator and appropriate treatment provided.

FAILURE TO REPORT AN INJURY IN A TIMELY FASHION MAY BE CAUSE FOR REFUSAL OF YOUR CLAIM.

Employees are covered for work-related illnesses or injuries from an incident on the job. This coverage does not extend to going and coming from work, or to visits to our office for the purpose of picking up pay, etc.

A physician release form is required from employees before they return to duty after a disabling, work-related illness or injury.

Unemployment Insurance

The Agency pays premiums to the state unemployment insurance fund in order to provide unemployment insurance for its employees.

Employee Assistance Program

Through Baptist Health System, we are now all covered by an Employee Assistance Program (EAP) that covers our office team as well as field staff, at no-cost and is a valuable benefit.

The EAP program is a confidential resource to employees or their dependents who are having non-work-related issues related to drugs, alcohol, emotional, marital or family issues. In addition, EAP is a resource for employees who are having work-related issues (*attendance, performance, stress, etc.*) and also provides resources for education, health, wellness and personal growth.

Any employee can utilize these services through contacting our EAP provided, Human Resource Associates at 518-434-1799.

There is also an excellent web site www.lifefhub.com that an employee can visit (the key code is Baptist).

ELECTRONIC COMMUNICATIONS

Internet, E-Mail and Electronic Communications

Nurse Connection Staffing has expended significant resources to provide computers and other electronic devices for the purpose of promoting its business interests. In order to ensure that all employees who use the Agency's computers and resources do so in a lawful, ethical, and proper manner, Nurse Connection Staffing has established the "Internet, E-Mail, and Electronic Communications Policy."

Nurse Connection Staffing's Communication System

This policy applies to the entire network of Nurse Connection Staffing's electronic Communications Systems. The term Communication Systems is intended to apply broadly to all forms of electronic communication used by or in Nurse Connection Staffing. For example, it includes E-Mail, connections to the Internet, including the WIFI network, World Wide Web, and other internal or external networks, instant messaging systems, voice mail, video conferencing, facsimiles, and telephones, as well as any other form of electronic communication used in or by Nurse Connection Staffing either now or in the future.

The Communication Systems are the sole and exclusive property of Nurse Connection Staffing. They are provided or made accessible by Nurse Connection Staffing solely for use in conducting Nurse Connection Staffing's business. Employees should understand that Nurse Connection Staffing reserves its property interest in all information, data and communications that are stored in, transmitted by, or received from or on the Communications Systems. Furthermore, no one in the Agency, other than Nurse Connection Staffing's President, has the ability to convey, license, assign, sell, limit, impair or alter this property interest.

General Guidelines

The use of the Communication Systems is strictly restricted and subject to a number of rules that are designed to ensure compliance with Nurse Connection Staffing's legal obligations and the promotion of its business interests. In keeping with the purpose of the Communications Systems and the objectives of this policy, any employee who uses the Communications Systems must do so in a professional and appropriate manner that promotes Nurse Connection Staffing's business interests. Employees must therefore engage in and conduct all activities involving the use of the Communications Systems with the utmost care. Their actions should reflect the same sound judgment and level of responsibility that they would exercise when sending letters or memoranda that are written on Nurse Connection Staffing letterhead.

Particular attention should be given to issues involving the use of the Internet and awareness that information posted on commercial on-line systems or the Internet creates the potential for broad distribution of and access to such information. Employees should understand that it is not possible to guarantee complete security of electronic communications either within or outside Nurse Connection Staffing. It is therefore important that employees exercise care when sending or receiving sensitive, privileged, proprietary or confidential information electronically. Employees should also be aware that the deletion of E-Mail messages and files would not truly eliminate the message from the system.

Specific Prohibitions

Any unlawful or otherwise inappropriate use of the Communications Systems is strictly prohibited and may result in disciplinary action, up to and including immediate termination of employment. While it is not possible to provide an exhaustive list of every type of inappropriate use of the Communications Systems, the following examples should offer employees some guidance:

Prohibitions Against Harassment and Discrimination

Nurse Connection Staffing maintains strict policies against unlawful discrimination and harassment based on any characteristic protected by federal, state or local law. These anti-discrimination and anti-harassment policies apply to all employee conduct and extend to the use of the Communications Systems. For example, Nurse Connection Staffing strictly prohibits the use of the Communications Systems to create, send or deliver a message or information that is either harassing or offensive on the basis of any legally protected characteristic such as race, color, religion, sex, national origin, ancestry, disability, or age. This includes off-color, sexual or offensive information that involves or relates to such legally protected characteristics.

Prohibition Against Offensive or Defamatory Conduct

The use of the Communications Systems to send, transmit, deliver, or invite the receipt of annoying, offensive, defamatory, derogatory or harassing messages or information is strictly prohibited.

Prohibition Against Sexually-Suggestive Material

The use of the Communications Systems to disseminate, display, store, transmit, publish, solicit, or purposely receive any pornographic, obscene, or sexually suggestive or explicit material is strictly prohibited.

Prohibitions Against Gambling

The use of the Communications Systems to participate or engage, directly or indirectly, in any gambling activities or participate in games of chance or risk is strictly prohibited.

Trademark, Copyrights, and Licenses

Employees who use the Communications Systems must honor, respect and comply with all laws and standards applicable to trademarks, copyrights, patents and licenses to software and other on-line information. No employee may download; upload or copy software or other copyrighted or legally protected information through the Communications Systems without the prior consent of the Network Administrator.

Proprietary, Confidential and Trade Secret Information

Employees who use the Communications Systems are strictly prohibited from altering, transmitting, copying, downloading, or removing any proprietary, confidential, trade secret or other information of any Agency, proprietary software, or other files without proper and legally binding authorization.

Improper Purposes

Employees may not use or allow the Communications Systems to be used for any purpose that is either damaging to or competitive with Nurse Connection Staffing, detrimental to its interests, or that creates an actual, potential, or apparent conflict of interest. Further, employees may not use Nurse Connection Staffing's Communications Systems to pursue personal profit or advancement of non-Nurse Connection Staffing interests.

Passwords

Employees may not reveal their passwords, user ID's or other access information related to the Communications Systems to any person without appropriate management authorization and a valid business reason.

Unauthorized Communications

Employees must exercise care in the handling of E-mail messages from unfamiliar persons, with unusual context, unusual subject matter lines, attachments or Internet links. Attachments and Internet links in such emails may contain computer viruses or offensive materials.

Unauthorized Downloads

Employees may not download computer games, shareware, and freeware, wallpaper, or screen savers without the prior consent of the Network Administrator.

Computer Resources

Employees must not deliberately perform acts that waste computer resources. These acts include, but are not limited to, sending mass mailings or chain letters, playing games, engaging in on-line chat groups, printing multiple copies of documents, or otherwise creating unnecessary network traffic. Further, because audio, video and picture files require significant storage space, files of this or any other sort may not be downloaded unless they are business-related.

Unintended Recipients

No employee may read, record, copy or listen to messages and information delivered to another person's E-Mail or voice mail mailboxes without proper authorization from appropriate supervisor or that employee. If an employee receives an electronic communication and it is evident that the employee is not the intended recipient, the employee must immediately inform the sender of the fact and delete the message from his or her E-Mail or voicemail mailbox, whichever is applicable.

No-Solicitation Policies

Nurse Connection Staffing's no-solicitation policies extend to the use of the Communications Systems. Examples include religious or political causes, commercial enterprises, outside organizations, or other non-job-related solicitations. No employee may use any component of the Communications Systems in a manner that violates the no-solicitation policies.

Access and Disclosure

The Communications Systems are provided for the sole purpose of conducting Nurse Connection Staffing's business. All employees should understand that Nurse Connection Staffing maintains its property interest with respect to the Communications Systems and all information stored in such systems, even for brief periods of time.

Nurse Connection Staffing must also maintain its ability to monitor and enforce this policy. To accomplish this objective, it must maintain the maximum right to gain access to all information and materials stored in or transmitted by any component of the Communications Systems. Employees who use the Communications Systems should not maintain any expectation of privacy, either personal or otherwise, with respect to any information, materials, data, or matters stored in, created with or on, received by, delivered by, or sent over on to the Communications Systems. Nurse Connection Staffing reserves the right to gain access to all information in or on the Communications Systems, as well as information, material, data and matters that have been transmitted or received with the aid of the Communications Systems. It may do so for any purpose, including but not limited to, its desire to protect the integrity of the Communications

Systems from unauthorized or improper use and to monitor and enforce this policy. This can occur with or without prior notice to any employee, either before, during or after work.

Nurse Connection Staffing also reserves the right to delegate the authority to any employee to retrieve, monitor, access, copy, download, listen to or delete anything stored in, created or received by, delivered with the aid of, or sent over its Communications Systems without the permission or prior notice of any employee. Nurse Connection Staffing reserves the right to use and disclose any electronic communications and any information or material it obtains from its Communications Systems without the permission of, and without providing advance notice to, any employee. This right includes the right to make disclosures to law enforcement officials.

Any employee who has a password or code of any kind that is used to access or use any computer must, as a condition of employment and use the Communications Systems, advise the Network Administrator in writing, of that password code. The employee must also advise the Network Administrator, in writing, of any changes to the password or code immediately upon making such a change. Employees should understand that use of passwords or other security measures does not in any way diminish Nurse Connection Staffing's right to access materials on its Communications Systems, or create any privacy rights of employees in the messages and files on the Communications Systems.

Employee Responsibility

Employee

Every employee who is provided access to Nurse Connection Staffing's Communications Systems must comply fully with this policy. Employees who have any questions about this policy should direct those questions to the Human Resources Department. Employees are responsible to read, understand, and comply fully with all provisions of the policy. Any employee who discovers misuse of the Communications Systems should immediately contact their immediate supervisor or the Human Resources Department. If it is determined that an employee has abused their right to use Nurse Connection Staffing's Communications Systems, access may be denied and the employee will be subject to disciplinary action, up to and including immediate termination.

Telephone and Portable Electronic Devices

The Agency asks that employees devote their full time, energy and attention at work to their job responsibilities and duties. Use of cell phones or other portable electronic devices for telephone calls, texting, internet browsing, or posting on social media during working hours distracts employees from their job responsibilities and may be disruptive to co-workers. Employees must limit use of personal cell phones or other portable electronic devices to Agency authorized break time and lunch, except in the event of a true emergency.

Employees should also use extreme caution and limit the use of their cell phones (even with hands-free device) while operating any motor vehicle on Nurse Connection Staffing business. Many states have enacted legislation that places limitations on cell phone usage while driving a motorized vehicle. It is the employee's responsibility to make themselves aware of the laws in the state they are traveling. The Agency does not reimburse for fines or penalties received by the employee during their travel for the Agency.

Finally, employees must be sensitive and use caution while in a public or open environment and refrain from discussing sensitive or confidential information pertaining to Nurse Connection Staffing, a client, affiliate or any employee.

SOCIAL MEDIA POLICY

At The Nurse Connection Staffing we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media as an employee of The Nurse Connection Staffing

This policy is not intended to restrict the flow of useful and appropriate information but is instead designed to protect The Nurse Connection Staffing from the unauthorized disclosure of information and to otherwise protect The Nurse Connection Staffing its employees, and visitors from any harm that might result through employee misuse of social media.

This policy applies to all employees. The use of Social Media shall not be used in the workplace during work hours whether on The Nurse Connection Staffing owned or personal property.

GUIDELINES

Social media is an umbrella term that includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with The Nurse Connection Staffing as well as any other form of electronic communication.

Ultimately, you are solely responsible for what you post online. If you choose to identify yourself as an employee of The Nurse Connection Staffing on your web site, social networking site, or other form of social media, you are expected to also make clear that you are not authorized to speak on behalf of The Nurse Connection Staffing and that the views you express are yours alone and do not necessarily reflect The Nurse Connection Staffing views. This may be accomplished by posting the following disclaimer in an "About Me" section of your social networking profile – *"I am not authorized to speak on behalf of The Nurse Connection Staffing Staffing/Home Connection Companions and the views expressed on this site are mine alone and do not necessarily reflect the views of The Nurse Connection Staffing"*

Special requirements apply to publishing promotional content online. Promotional content includes any statements designed to endorse, promote, sell, advertise, or otherwise support the Company's services. Accordingly, in accordance with Federal Trade Commission regulations, should you discuss The Nurse Connection Staffing services on social networking, you must disclose that you are an employee of The Nurse Connection Staffing

Understand that this policy works in conjunction with other policies in our handbook including our unlawful Harassment & Anti-Discrimination policy. You must ensure your postings are consistent with these policies. Inappropriate postings about your coworkers, supervisors, vendors, suppliers, residents, visitors, or competitors that are obscene, vulgar, discriminatory, harassing, intimidating and/or threaten violence or contain similar inappropriate or unlawful conduct will not be tolerated

and may subject you to disciplinary action up to and including termination

The Nurse Connection Staffing PROHIBITS postings which contain:

- Confidential information, which includes but is not limited to residents' Protected Health Information and other personal information, The Nurse Connection Staffing trade secret information, which includes information relating to the development of programs, systems, processes, products and technology, etc. Do not post The Nurse Connection Staffing internal reports, communications, policies, procedures, or other business-related confidential communications.
- Discriminatory or harassing statements or sexual innuendo regarding anyone associated with The Nurse Connection Staffing (*including its residents and residents' guests*)
- Pictures and/or videos of other staff members and/or employees, residents, or residents' guests.
- The Nurse Connection Staffing logo, trademark, product photos, or other trademarked materials on social media for commercial or other use, other than those protected by the National Labor Relations Act.
- Examples of such conduct might include offensive or harassing posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, ethnicity, nationality, disability, or any other status protected by law or company policy.

Taking negative action against any staff member for reporting a possible deviation from this policy or for cooperating in an investigation is prohibited. Any Employee who retaliates against another Employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Information regarding an applicant's/employee's protected status(s) learned of through social media or any other forum will not be considered in hiring or other employment decisions.

Employees are cautioned that they should have **no expectation** of privacy while using social media as postings may be viewed by anyone, including The Nurse Connection Staffing

If you see unfavorable opinions, negative comments, or criticism about The Nurse Connection Staffing services posted by third parties, do not try to have the post removed or send a reply on behalf of the Company. Instead, you may forward this information to Human Resources Department.

Nothing in this policy is intended to, nor will it be interpreted to, limit or interfere with an Employee's rights under Section 7 of the National Labor Relations Act or other applicable labor laws or regulations.

If you have questions or need further guidance, please contact your Human Resource Department.

EMPLOYEE HEALTH AND SAFETY

OSHA Right to Know Law

Occupational Safety and Health Administration (OSHA) was created to protect employees from hazards in the workplace. The Nurse Connection Staffing maintains all required OSHA records, complies with posting and reporting requirements and participates with all OSHA office inspection as requested.

Right to Know Laws- The laws allow employees to request information about particular substances or chemical hazards they may be exposed to while in the performance of their duties. The purpose of the laws are to protect your rights in matters of occupational health and safety, and is fully supported by The Nurse Connection Staffing without exception.

Employee Complaint Resolution

In a circumstance where you feel a concern or suggestion of yours is not satisfactorily resolved, we ask that you use the following guideline:

You are encouraged to discuss any concerns or suggestions, or any matter relating to your job, with your supervisor as soon as you become aware of the situation.

If the employee does not receive satisfaction the problem can be settled by discussing your concern either verbally or in writing with the Human Resource Department. Your Human Resource Department will respond to you as soon as possible.

Confidentiality

All employees are responsible to keep information pertaining to residents in confidence and communicated on a "need to know" basis only. It is a breach of ethics, which can lead to legal action to discuss resident information with persons who are not authorized to receive such information.

NYS Confidentiality Law & HIV:

Public health law requires information about AIDS and HIV to be kept confidential. This law strictly limits disclosure of HIV-related information. When disclosure of HIV-related information is authorized by a signed release, the person who has been given the information MUST keep it confidential. Rediscovery may occur with another authorized signed release. The law only applies to people and facilities providing health or social services.

What is confidential HIV-related information?

Confidential HIV-related information is any information that indicates that a person has had an HIV-related test, has HIV-infection, HIV-related illness, AIDS or has been exposed to HIV, the virus that causes AIDS.

What are the conditions for disclosure of HIV-related information?

Disclosure of HIV-related information is generally permitted only after the patient authorizing the release of the HIV-related information signs a form approved by the New York State Department of Health.

Counseling

The exposed health care worker is to be counseled regarding the known and suspected risks associated with a known and high-risk exposure to HIV. The individual will also be encouraged to contact their primary care provider to discuss exposure and possible treatment options

SEPARATION OF EMPLOYMENT

The Nurse Connection Staffing reserves the right to terminate the employment of any individual at any time, for any reason. Terms and conditions of employment, including a defined period of employment cannot be guaranteed by any member of management.

Voluntary Termination/Resignation:

- Resignation- The Nurse Connection Staffing requests all resigning employees to provide a written notice of resignation indicating the reason for leaving and the last day available for work.

Involuntary Termination:

- An employee may be involuntarily terminated by The Nurse Connection Staffing for reasons such as patient/resident abuse, misconduct, poor work performance, position elimination or other reasons as determined by management.

Status Changes:

Employees who have not actively worked for The Nurse Connection Staffing for a period of 3 months may be terminated at the discretion of management.

- **Active:** Employee is currently working, or has worked within the 3 months. These employees must be kept in compliance.
- **Inactive:** Employee is not currently working for reasons such as, Workers Compensation leave, approved leave of absence, non-compliance with health or in-service requirements.
- **Terminated:** Employees who have not worked for a period of 6 months, and do not meet the above criteria for active or inactive status must be terminated. Terminated employees wishing to return to work, if eligible for rehire, must go through the entire hiring process prior to returning to work.

ACKNOWLEDGING RECEIPT OF THE EMPLOYEE HANDBOOK

I acknowledge that it is my responsibility to read the information contained in The Nurse Connection Staffing, Inc. Employee Handbook. I understand that the handbook I received outlines the policies, practices and benefits of Nurse Connection Staffing *I understand that it is meant to communicate general guidelines only.*

In addition to taking responsibility for reviewing the whole handbook, I have carefully reviewed the following polices that have been added or revised.

I understand that if I have any questions about this handbook that it is my responsibility to ask my immediate supervisor, Human Resources, or the Director of Operations.

Since the information in this handbook is subject to change as situations warrant, it is understood that Nurse Connection Staffing reserves the right to change, amend or terminate any of the policies or benefits at any time and at its sole discretion.

I understand and acknowledge that any changes will be communicated to me by a member of management or the Director of Operations of the agency. I accept responsibility for keeping informed of these changes.

I understand that only Human Resources as any authority to enter into any agreement for employment other than at-will; and then only in writing signed by the President of the Company.

I understand and agree that nothing in the Employee Handbook creates, or is intended to create; a promise or representation of continued employment and that employment at Nurse Connection is employment at-will, which may be terminated at the will of either Nurse Connection or me. Furthermore, I acknowledge that this handbook includes general policy statements and guidelines and this handbook does constitute neither a contract of employment nor a legal document.

I acknowledge that I received my copy of The Nurse Connection Staffing’s Employee Handbook.

Employee's Signature

Date

Employee's Name (Print)

Probationary to begin _____ through and including _____
(date) (date)

The above signed employee understands that violations of Company policies and/or procedures may result in their immediate termination.

I acknowledge that it is my responsibility to read the information contained in The Nurse Connection Staffing, Inc. Employee Handbook. I understand that the handbook I received outlines the policies, practices and benefits of Nurse Connection Staffing *I understand that it is meant to communicate general guidelines only.*

In addition to taking responsibility for reviewing the whole handbook, I have carefully reviewed the following polices that have been added or revised.

I understand that if I have any questions about this handbook that it is my responsibility to ask my immediate supervisor, Human Resources, or the Director of Operations.

Since the information in this handbook is subject to change as situations warrant, it is understood that Nurse Connection Staffing reserves the right to change, amend or terminate any of the policies or benefits at any time and at its sole discretion.

I understand and acknowledge that any changes will be communicated to me by a member of management or the Director of Operations of the agency. I accept responsibility for keeping informed of these changes.

I understand that only Human Resources as any authority to enter into any agreement for employment other than at-will; and then only in writing signed by the President of the Company.

I understand and agree that nothing in the Employee Handbook creates, or is intended to create; a promise or representation of continued employment and that employment at Nurse Connection is employment at-will, which may be terminated at the will of either Nurse Connection or me. Furthermore, I acknowledge that this handbook includes general policy statements and guidelines and this handbook does constitute neither a contract of employment nor a legal document.

I acknowledge that I received my copy of The Nurse Connection Staffing's Employee Handbook.

Employee's Signature

Date

Employee's Name (Print)

Probationary to begin _____ ***through and including*** _____
(date) *(date)*

The above signed employee understands that violations of Company policies and/or procedures may result in their immediate termination.

