



**EMPLOYEE HANDBOOK**

**SLS & ILS Direct Staff**

**2022**

<b>SECTION 1: INTRODUCTION .....</b>	<b>1</b>
SECTION 1.01 EMPLOYEE RESPONSIBILITY .....	1
SECTION 1.02 AT-WILL EMPLOYMENT.....	1
SECTION 1.03 NON-UNION STATUS.....	2
SECTION 1.04 COMPASS, LLC, EMPLOYMENT; IT'S CLIENTS & IHSS .....	2
SECTION 1.05 COMPANY PHILOSOPHY/VALUES .....	2
SECTION 1.06 OUR VISION AND MISSION STATEMENT .....	3
SECTION 1.07 REQUIRED PRE-EMPLOYMENTS.....	3
<b>SECTION 2: COMPANY POLICIES &amp; PRACTICES .....</b>	<b>4</b>
SECTION 2.01 EQUAL EMPLOYMENT OPPORTUNITIES .....	4
SECTION 2.02 IMMIGRATION LAW COMPLIANCE .....	4
SECTION 2.03 PROHIBITED HARASSMENT.....	5
SECTION 2.04 PROHIBITED RETALIATION/WHISTLEBLOWER PROTECTION.....	6
SECTION 2.05 COMPLAINT PROCEDURE – DISCRIMINATION, HARASSMENT & RETALIATION.....	6
SECTION 2.06 OPEN DOOR POLICY .....	7
SECTION 2.07 EMPLOYMENT CLASSIFICATIONS .....	8
SECTION 2.08 PERFORMANCE EVALUATIONS.....	8
SECTION 2.09 STAFF DEVELOPMENT & TRAINING .....	9
SECTION 2.10 PROMOTIONS.....	10
SECTION 2.11 PERSONNEL RECORDS.....	10
SECTION 2.12 WORKING HOURS.....	11
SECTION 2.13 WAGES AND MERIT REVIEWS .....	11
SECTION 2.14 MUNICIPALITY MINIMUM WAGES.....	11
SECTION 2.15 SHIFT AND PAY DIFFERENTIALS.....	12
SECTION 2.16 TRAINING WAGES .....	12
SECTION 2.17 TEMPORARY ASSIGNMENT.....	12
SECTION 2.18 OVERTIME.....	12
SECTION 2.19 HOURS OF AVAILABILITY AND JOB SCHEDULE .....	14
SECTION 2.20 PUNCTUALITY AND ATTENDANCE .....	15
SECTION 2.21 ABSENCE POLICY & PROCEDURES .....	15
SECTION 2.22 TRANSFERS.....	17
SECTION 2.23 SHIFT EXCHANGES .....	18

SECTION 2.24 TIME RECORDS .....	18
SECTION 2.25 MEAL PERIODS.....	19
SECTION 2.26 REST PERIODS .....	19
SECTION 2.27 RECOVERY PERIOD .....	20
SECTION 2.28 PAYDAYS.....	20
SECTION 2.29 MANDATORY MEETINGS & TRAINING .....	21
SECTION 2.30 COMPANY CREDIT CARDS.....	21
SECTION 2.31 EXPENSES .....	21
SECTION 2.32 MILEAGE.....	21
SECTION 2.33 BONDING .....	22
SECTION 2.34 EMPLOYEES WHO ARE REQUIRED TO DRIVE.....	22
SECTION 2.35 MAINTAINING CLEAN DRIVING RECORD, SAFE WORKING VEHICLE, & LIABILITY INSURANCE.....	23
SECTION 2.36 DRIVING REQUIREMENT WAIVER.....	24
SECTION 2.37 PARKING .....	24
SECTION 2.38 COMPANY PROPERTY AND FACILITIES .....	24
SECTION 2.39 COMPANY KEYS, ALARM CODES AND ENTRY CARDS .....	25
SECTION 2.40 COMPUTERS AND ELECTRONIC EQUIPMENT .....	25
SECTION 2.41 SOCIAL MEDIA .....	26
SECTION 2.42 CELL PHONE POLICY.....	27
SECTION 2.44 POLICY ON SOLICITATIONS, DISTRIBUTIONS AND ACCESS.....	27
SECTION 2.45 NOTICE AREAS.....	28
SECTION 2.46 RECREATIONAL AND SOCIAL ACTIVITIES .....	28
SECTION 2.47 DISCIPLINE AND INVOLUNTARY TERMINATIONS .....	28
SECTION 2.48 VOLUNTARY TERMINATIONS .....	29
SECTION 2.49 EXIT INTERVIEWS .....	29
SECTION 2.50 REDUCTIONS IN WORKFORCE .....	30
SECTION 2.51 REFERENCES.....	30
SECTION 2.53 ARBITRATION OF DISPUTES .....	30
SECTION 2.54 OFFICE HOURS.....	31
<b>SECTION 3: STANDARDS OF CONDUCT.....</b>	<b>32</b>
SECTION 3:01 DRESS CODE POLICY & PURPOSE.....	32
SECTION 3.02 CUSTOMER & PUBLIC RELATIONS .....	35

SECTION 3.03 OUTSIDE EMPLOYMENT.....	35
SECTION 3.04 PROFESSIONAL CONDUCT.....	35
SECTION 3.05 PROHIBITED CONDUCT .....	36
SECTION 3.06 YOUR DUTY TO YOUR CLIENTS .....	37
SECTION 3.07 CONFIDENTIAL INFORMATION .....	38
SECTION 3.08 CONFLICTS OF INTEREST.....	40
SECTION 3.09 PERSONAL BUSINESS AT WORK .....	40
SECTION 3.10 GIFTS AND TIPPING .....	40
SECTION 3.11 DRUG AND ALCOHOL POLICY.....	40
SECTION 3.12 SMOKING /TOBACCO.....	41
SECTION 3.13 SECURITY .....	41
SECTION 3.14 WORKPLACE VIOLENCE .....	41
SECTION 3.15 SAFETY POLICY.....	42
SECTION 3.16 CPR & FIRST AID CERTIFICATION .....	43
SECTION 3.17 EMPLOYMENT OF RELATIVES .....	43
SECTION 3.18 DATING CO-WORKERS.....	44
SECTION 3.19 ERGONOMICS .....	44
SECTION 3.20 CHEMICAL EXPOSURE WARNING .....	44
SECTION 3.21 SUGGESTIONS .....	44
SECTION 3.22 HOUSEKEEPING.....	44
SECTION 3.23 VISITORS.....	45
SECTION 3.24 PETS .....	45
<b>SECTION 4: EMPLOYEE BENEFITS .....</b>	<b>45</b>
SECTION 4.01 PAID SICK LEAVE – STATUTORY.....	45
SECTION 4.01A – PAID TIME OFF (PTO) .....	46
SECTION 4.02 HOLIDAYS.....	47
SECTION 4.02 HOLIDAYS.....	48
<b>THE BUSINESS OFFICE WILL BE CLOSED ON THOSE HOLIDAYS LISTED. ....</b>	<b>48</b>
SECTION 4.03 COMPANY DISCOUNTS .....	48
SECTION 4.04 INSURANCE BENEFITS .....	48
4.04a HEALTH INSURANCE .....	48
4.04b DENTAL INSURANCE.....	49
4.04c VISION INSURANCE .....	49

4.04d BASIC LIFE/AD&D INSURANCE.....	49
SECTION 4.05 COBRA (BENEFITS CONTINUATION).....	49
SECTION 4.06 401K RETIREMENT PLAN .....	50
SECTION 4.07 STATUTORY BENEFITS.....	50
4.07a STATE DISABILITY INSURANCE.....	50
4.07b TEMPORARY FAMILY DISABILITY INSURANCE (PAID FAMILY LEAVE).....	50
4.07c UNEMPLOYMENT COMPENSATION INSURANCE.....	51
4.07d SOCIAL SECURITY.....	51
4.07e WORKERS' COMPENSATION INSURANCE .....	51
SECTION 4.08 ADMINISTRATION OF COMPANY BENEFITS .....	51
SECTION 4.09 COSTCO MEMBERSHIP .....	51
SECTION 4.10 HEALTHIEST YOU (HY) .....	51
SECTION 4.11 EMPLOYEE ASSISTANCE PROGRAM (EAP) .....	52
SECTION 4.12 TEAM MEMBER RECOGNITION AND EARNED BONUS PROGRAM.....	52
4.12a Team Member Referral Bonus:.....	52
4.12b Outstanding Performance Bonus.....	52
4.12c CompCoins .....	52
4.12d Team Member of the Month .....	52
4.12e "FISH" Award.....	53
4.12f Household Bonus .....	53
SECTION 4.14 ANNUAL AWARDS.....	54
4.14a Life Guide of the Year Award.....	54
4.14b Independent Life Coach of the Year Award .....	54
4.14c Life Guide 3 of the Year Award .....	54
4.14d Founders Award.....	54
<b>SECTION 5: LEAVES OF ABSENCE .....</b>	<b>55</b>
SECTION 5.01 FAMILY/MEDICAL LEAVES.....	55
SECTION 5.02 PREGNANCY DISABILITY LEAVE.....	57
SECTION 5.03 MEDICAL LEAVE OF ABSENCE .....	57
SECTION 5.04 PERSONAL LEAVE OF ABSENCE .....	58
SECTION 5.05 FUNERAL OR BEREAVMENT LEAVE.....	58
SECTION 5.06 ORGAN DONOR AND BONE MARROW DONOR LEAVE.....	59

SECTION 5.07 MILITARY LEAVE OF ABSENCE .....	59
SECTION 5.08 MILITARY SPOUSE’S LEAVE OF ABSENCE .....	59
SECTION 5.09 CIVIL AIR PATROL LEAVE .....	59
SECTION 5.10 DRUG/ALCOHOL REHABILITATION ACCOMODATION .....	60
SECTION 5.11 TIME OFF FOR ADULT LITERACY PROGRAMS .....	60
SECTION 5.12 TIME OFF FOR REQUIRED ATTENDANCE AT SCHOOL OF SUSPENDED PUPIL .....	61
SECTION 5.13 SCHOOL OR DAYCARE ACTIVITIES LEAVE .....	61
SECTION 5.14 TIME OFF FOR DUTY AS ELECTION OFFICIAL .....	61
SECTION 5.15 TIME OFF FOR JURY AND WITNESS DUTIES .....	61
SECTION 5.16 TIME OFF FOR VICTIM OF DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING – OBTAINING RELIEF FOR VICTIM AND CHILDREN .....	62
SECTION 5.17 TIME OFF FOR VICTIM OF DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING –ADDITIONAL TIME FOR VICTIM’S PARTICIPATION .....	62
SECTION 5.18 TIME OFF FOR VICTIM OF CERTAIN FELONIES.....	62
SECTION 5.19 TIME OFF TO ATTEND COURT PROCEEDINGS FOR CERTAIN CRIMES.....	63
SECTION 5.20 VOLUNTEER CIVIL SERVICE LEAVE .....	63
SECTION 5.21 VOLUNTEER CIVIL SERVICE TRAINING LEAVE .....	63
SECTION 5.22 TIME OFF FOR VOTING .....	63
SECTION 5.23 WORKERS' COMPENSATION LEAVE.....	64
<b>SECTION 6: IN CLOSING .....</b>	<b>64</b>
<b>ACKNOWLEDGMENT &amp; AGREEMENT (EMPLOYEE COPY) .....</b>	<b>65</b>
<b>ACKNOWLEDGMENT &amp; AGREEMENT (EMPLOYER COPY).....</b>	<b>66</b>

## **SECTION 1: INTRODUCTION**

Welcome to Compass, LLC. We are excited to have you join our team.

This Employee Handbook contains information about the employment policies and practices of Compass, LLC/Higher Standards, in effect at the time of publication. Except for employment at-will status **[and arbitration agreement]**, Compass, LLC/Higher Standards, reserves the right to change, in its sole discretion, all such policies and practices and the hours, wages, working conditions, job assignments, positions, titles, compensation rates and benefits for any employee. Other than the CEO, CFO of Compass, LLC/Higher Standards, no manager, supervisor or representative of the Company has any authority to enter into any agreement for employment for any specified period of time or to make any agreement for employment other than at-will. Only the CEO, CFO has the authority to make any such agreement, and then only in writing signed by the CEO, CFO, and the employee expressly making this change.

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

### **Definitions**

- The term "Team member" as used throughout this handbook means those employees of Compass, LLC/Higher Standards.
- The term "Client" as used throughout this handbook means those consumers of Compass, LLC.
- The term "employment" as used throughout this handbook means your employment with Compass, LLC/Higher Standards.
- The term "Company" as used throughout this handbook means Compass, LLC/Higher Standards.

### **SECTION 1.01 EMPLOYEE RESPONSIBILITY**

It is the responsibility of each employee to learn and abide by all of the Compass, LLC's policies, including those contained in this Handbook. If you are unclear on any policy, ask the Legal & Labor Department. Failure to follow any of the Compass, LLC's policies will result in disciplinary action, up to and including termination.

### **SECTION 1.02 AT-WILL EMPLOYMENT**

Nothing in this Employee Handbook creates, or is intended to create, a promise or representation of continued employment for any employee. Employment at Compass, LLC, is employment at-will. Employment at-will may be terminated at the will of either the employer or the employee. Employment and compensation may be terminated with or without cause and with or without notice at any time by you or Compass, LLC.

### SECTION 1.03 NON-UNION STATUS

Compass, LLC, is a pro-people employer operated by non-union team members. It always has been, and we plan for Compass, LLC, to remain this way.

It is intended that Compass, LLC, team members never feel they must have someone represent them to Management. The closeness between all Company team members is vital to the services they provide. The Compass, LLC, family feels this would be damaged by involving a third party in the decision-making process.

### SECTION 1.04 COMPASS, LLC, EMPLOYMENT; IT'S CLIENTS & IHSS

You are a team member of Compass, LLC, not the clients with whom you may be assigned. Therefore, only Compass, LLC, holds an employment relationship with you. Accordingly, Compass, LLC, shall be the only one to exercise its rights as the employer with you, including all hiring decisions, which clients you may work with, your work schedule, and whether you should be let go or reassigned. In order to provide our clients greater than satisfactory service, they and their conservator(s) or any regional center employees are invited to give Compass feedback as to the quality of our services. Compass management will be solely responsible for addressing any issues or complaints that may arise with performance.

Compass, LLC's clients and their conservator(s) will have an employment relationship with their In-Home Support Services (IHSS) service providers. If they choose to hire you as their IHSS provider, and you accept their offer, they are the employer and have the rights of an employer, including the right to hire and fire an IHSS service provider, provide day-to-day supervision, and direction and control of your work as an IHSS service provider. Other aspects of the employment relationship, however, are either determined by the State, such as control of where the work is performed, the rate (or permissible rate wage) and method of payment or implemented by the applicable County agency, such as maintenance of employment records and provide payroll functions. Compass will not have any responsibility as a co-employer with them. As a courtesy and an expression of proper SLS philosophy, Compass may provide training support to our clients who utilize this generic resource, but hiring and firing decisions and the responsibility for communicating with you about any of these decisions will be theirs alone.

### SECTION 1.05 COMPANY PHILOSOPHY/VALUES

The COMPASS family is committed to:

**Honor:** Demonstrating honor and loyalty to all our stakeholders: clients, their families, and our team members; vendors, regional centers and their affiliates.

**Community:** Shaping individuals into a dynamic group of people, drawing our power from each person's unique potential.

**Freedom:** Loving people as we find them and creating a safe, empowering culture so that people can be healed and fulfill their own destinies.



**Trustworthiness:** Being a people who make and keep promises, maintain integrity, and are continuously accountable to each other.

**Generosity:** Being a blessing to others, because we are thankful for our many blessings

**Excellence:** Never being satisfied with mediocrity, but always striving for each other's personal and professional maturity.

**Faith:** Believing in endless possibilities for each other because God is good and He is always on our side.

Because you represent Compass, LLC, the community's impression of you will often be their impression of our entire organization. In your relations with others, whether they are co-workers, vendors or customers, you are asked to be courteous, tactful and fair and conduct yourself in a manner that is a reflection of the COMPASS values, mission and vision.

## **SECTION 1.06 OUR VISION AND MISSION STATEMENT**

### **Our 7-Year Vision**

COMPASS' first 7-year vision is to improve its systems and increase its size in California, adding 5 offices, so that it becomes the industry leader in terms of quality of care, staff development, and client growth.

### **Our 50-Year Mission**

Provide the best SLS and ILS service to more people than any other agency in order to reveal God's goodness and bring revival to all people and support systems we touch.

## **SECTION 1.07 REQUIRED PRE-EMPLOYMENTS**

Before a person may be appointed as a Compass, LLC, staff they must meet the entrance qualifications and job requirements as stated on the individual job description for which they are being considered. All qualifications must be maintained throughout employment. Updated documentation of these requirements will be requested on an ongoing basis. If for any reason, the team member no longer meets the job requirements, they must immediately inform the Legal and Labor Department. The team member is responsible to update their information on a regular basis to ensure accurate records are kept. A team member who does not meet employment requirements is subject to a reduction or suspension in scheduled hours or termination at the discretion of Compass, LLC.

The following is a list of documentation required:

- Valid driver license

- Automobile insurance
- Acceptable DMV driving record
- CPR & First Aid certifications
- Acceptable criminal background DOJ & FBI records

## **SECTION 2: COMPANY POLICIES & PRACTICES**

### **SECTION 2.01 EQUAL EMPLOYMENT OPPORTUNITIES**

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

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

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

### **SECTION 2.02 IMMIGRATION LAW COMPLIANCE**

Compass, LLC, is committed to employing only United States citizens and resident aliens who are authorized to work in the United States and it does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new team member, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. If you are a former team member who is rehired, you must also complete the form if you have not completed an I-9 with Compass, LLC, within the past three years, or if your previous I-9 is no longer retained or valid.

If you have questions or seek more information on immigration law issues you are encouraged to contact a Legal & Labor Department Representative. You may raise questions or complaints about immigration law compliance without fear of reprisal.

## SECTION 2.03 PROHIBITED HARASSMENT

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

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

You have a right to have your concerns and complaints about prohibited harassment addressed. If you believe you are being harassed on the job because of your race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, registered domestic partner status or any other basis protected by applicable law,

please follow the complaint procedure outlined in this Handbook below. Employees must report conduct prohibited by this policy whether or not they are personally involved.

#### **SECTION 2.04 PROHIBITED RETALIATION/WHISTLEBLOWER PROTECTION**

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

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

#### **SECTION 2.05 COMPLAINT PROCEDURE – DISCRIMINATION, HARASSMENT & RETALIATION**

Compass, LLC, encourages employees to report all incidents believed to be unlawful discrimination, harassment or retaliation. You should provide a complaint, preferably in writing, to your own or any other Company supervisor or the Legal & Labor Department as soon as possible after the incident or incidents you believe to be unlawful or otherwise in violation of Company policy. Your complaint should include the details of the incident or incidents, the names of the individuals involved and the names of any witnesses. Your complaint will be kept as confidential as possible, but no complaint can be kept completely confidential.

Supervisors must promptly refer all complaints to the Legal & Labor Department. The Legal & Labor Department or his/her designee will undertake an impartial investigation of the allegations and document the findings. This investigation will be completed and a determination regarding the conduct alleged will be made and communicated to you as soon as practical. Because of the seriousness of a complaint of prohibited discrimination, harassment or retaliation, no employee should knowingly make or knowingly participate in making a false complaint.

If the Legal & Labor Department or his/her designee determines that a violation of Company policy has occurred, Compass, LLC, will take remedial action commensurate with the severity of the offense. Action will also be taken to deter any future violations of Company policy and ensure a work environment free from unlawful discrimination, harassment and retaliation. You will be kept apprised of such actions taken by the Company. Compass, LLC, will not retaliate against you for making a complaint and will not knowingly permit retaliation by anyone.

Complaints of unlawful discrimination, harassment and/or retaliation can be filed with the California Department of Fair Employment and Housing (DFEH) and/or the federal Equal Employment Opportunity Commission (EEOC). These agencies may accept, investigate, prosecute and remedy complaints. The telephone numbers for the nearest agency office are listed

in the telephone book and online directories. The agencies' websites are [www.dfeh.ca.gov](http://www.dfeh.ca.gov) and [www.eeoc.gov](http://www.eeoc.gov).

## **SECTION 2.06 OPEN DOOR POLICY**

At some time or another, you may have a suggestion, complaint or question about the Company, your job, your working conditions or the treatment you are receiving. We welcome your suggestions, complaints or questions. For issues, other than prohibited harassment, discrimination or retaliation, we ask that you take your concerns first to your supervisor, who will investigate and provide a solution or explanation. If the problem is still not resolved, you may present it to the Legal & Labor Department, preferably in writing, who will address your concerns.

Compass, LLC, takes all employee concerns seriously and attempts to resolve them as soon as possible to everyone's satisfaction.

## SECTION 2.07 EMPLOYMENT CLASSIFICATIONS

Employment at Compass, LLC, is employment at-will. Employment at-will, means that an employee may resign at any time with or without advance notice to the Company and with or without "cause." Likewise, the Company may terminate any employee at any time with or without advance notice and with or without "cause." Employees at Compass, LLC, are classified by the Company as exempt or nonexempt and full-time, part-time or temporary.

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

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

Regular Full-Time Team Members: Full-time employees are employees who are normally scheduled to work and average of 30 or more hours per week.

To maintain regular full-time status team members must maintain an on-going average of 30 or more hours consistently. If a regular fulltime team member falls below the minimum 30-hour level for three consecutive months, the team member will revert to regular part-time status and lose access to benefits reserved for full-time employees. To be restored to full-time status, the team member must work the minimum number of hours for a new consecutive three-month period.

Part-Time Team Members: Part-time employees are employees who are normally scheduled to work fewer than 30 hours per week for more than three consecutive months.

Rehired Team Members: Rehired team members are defined as those team members who are rehired following a break in service in excess of twenty-one (21) days, other than an approved leave of absence. They may be required to complete the O.P.E.N. training again, even if the training program was previously completed. Such team members are considered new team members for all purposes, from the effective date of their re-employment, unless otherwise governed by law.

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

## SECTION 2.08 PERFORMANCE EVALUATIONS

In order to encourage excellence in our team, Compass, LLC, operates a team member performance review process. Your prior year's performance will be evaluated as to how well you achieved outcomes in our four performance categories: Leadership of and in the team, Partnership with your client(s), Communication with Stakeholders, and contribution to Growth, yours and Compass'.

All positions will receive an annual review. All positions are eligible for a raise and a CompCoin award. Premium pay raises are available to team members with above average performance scores, up to the pay ceiling for their job title. Every team member whose annual review ends in a satisfactory score (above “Probation”) will receive a CompCoin award based upon their years of continuous service at Compass.

In order to be eligible for a premium pay raise, all team members must meet the following requirements:

- All employment requirement documents are current
- Only one (1) written warning in the prior 12 months
- Scores in all outcome areas are above 66.6%
- Not currently at the wage ceiling for the team member’s job title
- Current with Title XVII annual trainings (SLS team members only)

If a SLS Life Guide (LG) or an ILS Life Coach (ILC) performance review has a result below our minimum acceptable standard, either by not having your pre-employment requirements current, more than two (2) written warnings during the review period, or an overall score below 66.6%, the review will result in an unsatisfactory or “probationary” outcome. If the unsatisfactory outcome is due to expired pre-employment requirements, the LG or the ILC will be placed on a two-week probation to update them. If after two weeks the pre-employment requirements are not updated, the LG or the ILC will be placed on suspension from all shifts. If the pre-employment requirements are not updated after an additional two weeks while on suspension, the LG or the ILC may be terminated from employment.

Two probationary reviews in a row, will result an automatic termination for all Life Guides and Life Coaches. Two probationary reviews out of three reviews for an ILC will result in an automatic termination of employment. Two out of three Probationary reviews for an LG3 will result in an automatic demotion back to either an LG1 or LG2. The determination will be at the complete discretion of the LG3’s supervisor.

If a team member performance review has a result below our minimum acceptable standard, either by not having your employment requirements current, more than two (2) written warnings during the review period, or an overall score below 66.6%, the review will result in an unsatisfactory or “probationary” outcome. If the unsatisfactory outcome is due to expired employment requirements, the team member will be placed on a two-week probation to update them. If after two weeks the employment requirements are not updated, the LG or the ILC will be placed on suspension from all shifts. If the employment requirements are not updated after an additional two weeks while on suspension, the team member may be terminated from employment.

## **SECTION 2.09 STAFF DEVELOPMENT & TRAINING**

Compass, LLC's policy is to encourage its staff in becoming increasingly better qualified to perform its tasks. Compass, LLC, is aware that its goals cannot be accomplished without the cooperation and dedication of every team member.

Management will communicate with you through meetings, announcements, memos, and newsletters.

## **SECTION 2.10 PROMOTIONS**

It is the policy of this Company, where possible, to promote qualified personnel from within Compass, LLC. To enhance this policy, most open positions will be posted. Qualified current team members will receive an opportunity to apply for an open position even though it has also been opened to the public. If a team member is promoted to a new position, he or she will be given up to one hundred-twenty (120) days to demonstrate his/her ability and qualifications to satisfactorily perform the full duties required of the new position. If he/she does not perform satisfactorily within such time, he/she may, at the discretion of Compass, LLC, be returned to the position he/she formerly held at the appropriate wage for the position he/she formerly held.

## **SECTION 2.11 PERSONNEL RECORDS**

The information recorded in your personnel file is extremely important to you and to Compass, LLC. It is your responsibility to make sure that the personal data in the file is accurate and up to date. Report any change of address, phone number, emergency contact information, etc. to the Legal & Labor Department in writing immediately. You may add to the file your version of any disputed item in your personnel file.

As a Company employee, you have a right to inspect and/or receive a copy of your personnel file and payroll records, as provided by law, on the Company premises at a time mutually convenient for you and Compass, LLC. You also have a right to receive copies of documents that you have signed, copies of documents that relate to your performance, copies of documents relating to any grievance concerning you and copies of your payroll records.

In order for you to inspect and/or receive a copy of your records relating to your performance or grievances against you, you or the representative authorized in writing by you, must submit to the Legal & Labor Department a written request stating the date the request is being made and designating the records that you want to review and/or receive copies of. Alternatively, you may request from the Legal & Labor Department an employer-provided form to fill out and return to the Legal & Labor Department.

The requested inspection and/or copies will be made available at a mutually convenient time no more than 30 days from the date that the Company receives the written request from you or the authorized representative. The time you spend inspecting the records is considered non-work time. If copies are requested, at the Company's discretion, the Company may request that you, the employee, pay for the actual cost of reproduction.

You may also receive copies of your payroll records and personnel documents you have signed. Speak to the Legal & Labor Department about how to obtain those. These will be provided no later than 21 days from the date that the Company receives an oral or written request. You may be required to pay for the actual cost of reproduction of these records.



It is your responsibility to immediately advise the Legal & Labor Department of any change in your personal status, such as your telephone number, address or name. It is important, and to your benefit, that this information be accurate and submitted within 24 hours of the change. It is expected that if you receive a message from a Compass team member that you return that call within 24 hours.

## **SECTION 2.12 WORKING HOURS**

The established workweek at Compass, LLC, is Sunday 8:00am to Sunday 7:59am, inclusive. You will be paid for all hours worked. Pay for time worked will be computed from the time you register in for work until you are effectively released from duty and register out.

All team members will be responsible for obtaining their schedules on the designated days. Failure of team members to obtain their schedules after they have been distributed does not constitute an acceptable reason for not arriving on shift as scheduled. Team members who neglect to review their schedule and failing to arrive to their scheduled shift, will be subject to disciplinary action up to and including termination.

Schedules are subject to change and team members are expected to adjust their schedules if directed by the management or supervisor.

Compass, LLC, will make effort to accommodate the team member's desired schedule(s); however, all team members are expected to work a rescheduled shift or newly scheduled shift as needed. A refused scheduled shift will result in disciplinary action and/or termination.

Compass, LLC, will make an earnest effort to find an appropriate client match for all team members. If a team member refuses shifts or clients and Compass, LLC, is not able to schedule a team member for more than two weeks the employment may be terminated.

## **SECTION 2.13 WAGES AND MERIT REVIEWS**

At Compass, LLC, you are offered a Premium Rate of Pay (PROP) based upon your official job title, negotiated at your hire date. Furthermore, Compass, LLC, will award annual performance and loyalty raises to you pursuant to your Annual Performance and Outcomes Review. Your initial PROP is offered according your regions pay range schedule.

Any future raises to your PROP will stay within the limits of your region's official schedule. No increase above the Max Lifetime PROP will be awarded. Compass, LLC, maintains the right to adjust the above schedule at any time. Compass, LLC, maintains the right to suspend any and all wage increase protocols and proceeds should it deem necessary, and it is under Compass, LLC's sole discretion to do so.

## **SECTION 2.14 MUNICIPALITY MINIMUM WAGES**

Many cities in California are passing minimum wage laws raising the required wage higher than California's statutory minimum wage. If you are assigned to work with a client who resides in one of these cities, you will be informed of the wage schedule for shifts with that client at that

time. All other shifts you work for clients not in that city(ies) will be compensated by the above schedule.

Compass, LLC, maintains sole authority regarding which client you will work with and when. If you refuse a shift with a client and management determines you did so because of the wage differential you will receive disciplinary action up to and including termination.

## **SECTION 2.15 SHIFT AND PAY DIFFERENTIALS**

Some SLS team members are paid Standard Rate of Pay (SROP) during hours assigned based on the region and client. Those hours are paid at the legal minimum wage. Some hours will be paid at the team member's negotiated Premium Rate of Pay (PROP). Your initial PROP is offered according your regions pay range schedule. Under some circumstances these hours may be subject to change depending on client needs, and may vary by region. In that instance the team member will be notified prior to working the shift.

### **ILS Differentials**

Only hours worked providing direct one-on-one coaching will be paid at the team member's Premium Rate of Pay (PROP). Typically, team members are paid the Standard Rate of Pay (SROP) when working a non-coaching shift. Under some circumstances these hours may be subject to change depending on client needs. In that instance the team member will be notified prior to working the shift.

## **SECTION 2.16 TRAINING WAGES**

All travel, admin paperwork, and training hours worked, to include shadow training, team meetings, or any disciplinary meetings will be paid at Compass, LLC's, SROP. If you are the trainer, you will register your hours as your regular shift as those hours will be paid at your regular rate, either the premium or standard rate, whichever is actually being served during the training.

## **SECTION 2.17 TEMPORARY ASSIGNMENT**

At the discretion of Compass, LLC, you may be temporarily assigned to other duties, but you will not suffer a reduction in pay resulting from the temporary assignment. If you are temporarily assigned by Compass, LLC, to work in a classification other than your regular classification, you will be paid at your regular rate of pay unless the temporary assignment lasts for a period of more than ninety (90) days of work and the job classification to which you are temporarily assigned calls for a higher rate of pay, in which event you will be paid at the higher rate of pay for all the hours worked after said period of time.

## **SECTION 2.18 OVERTIME**

The Company provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law. Overtime, however, is calculated differently for our two service departments, SLS and ILS. For overtime pay calculation purposes for nonexempt employees, the workweek at Compass, LLC begins Sunday at 8:00 AM and ends the following

Sunday at 7:59 AM. The workday begins at 8:00 AM and ends at 7:59 AM the following day. Your supervisor may notify you when overtime will be required.

## **SLS Department**

This section is to help you better understand the laws which govern wage and hours for your employment with Compass, LLC/Higher Standards as a Life Guide (personal attendant).

California's Industrial Welfare Commission has issued a number of *wage orders* covering a variety of job categories. Wage Order No. 15 governs SLS agencies like Compass, LLC, and our Life Guides (called "personal attendants" in the wage order). Under this wage order a "personal attendant" is, in relevant part:

"... any person employed by ... any third party employer recognized in the health care industry to work in a private household, to supervise, feed, or dress a child or person who by reason of advanced age, physical disability, or mental deficiency needs supervision. The status of "personal attendant" shall apply when no significant amount of work other than the forgoing applies."

While Wage Order 15 has a number of sections, only a few such sections apply to personal attendants. The sections which apply are: (i) the application of the order and definitions; (ii) minimum wage; (iii) meals and lodging; and (iv) penalties. The wage order specifically state that other requirements in the Wage Order do not apply to personal attendants, such as: a limit on the maximum number of hours that may be worked in a day; a limit on the maximum number of days that may be worked in a week; paying overtime; providing meal periods; and providing rest periods.

What this means is that Compass must pay minimum wage, but is not required to pay overtime, or provide meal or rest periods as might be required for someone who is not a personal attendant. It also means that you can work longer hours than someone who is not a personal attendant. In addition, Compass could credit an amount specified in the meals and lodging section of the Wage Order towards the minimum wage for meals and lodging if it were to get a voluntary written agreement with you. However, Compass' current policy is to not credit any meal or lodging towards the minimum wage.

California's Labor Code was recently amended by what is often referred to as the Domestic Worker Bill of Rights. The amendment extended overtime pay rights to certain personal attendants working in the home, who were not previously entitled to overtime pay under Wage Order 15. However, the extension of overtime pay rights does not apply to:

"any person ... who performs services through the In-Home Supportive Services program ... [or] ... who is employed by, or contracts with, an organization vendored or contracted through a regional center...pursuant to the Lanterman Developmental Disabilities Services Act.

The above exclusion covers your current position at Compass.

Compass, LLC, operates under California Labor Code Wage Order 15. If you work in our SLS department any hour you work above forty (40) in a single workweek will be paid at a rate of pay one-and-a-half times (1.5X) the weighted average of your different rates of pay. (“Weighted Average” is defined by the Federal Department of Labor as: “Where an employee in a single workweek works at two or more different types of work for which different non-overtime rates of pay (of not less than the applicable minimum wage) have been established, his regular rate for that week is the weighted average of such rates. That is, his total earnings (except statutory exclusions) are computed to include his compensation during the workweek from all such rates, and are then divided by the total number of hours worked at all jobs.”

### SLS Department Overtime Exemptions

Some of your SLS hours may be exempt from overtime calculation. They will be paid at your SROP. As many as eight (8) hours in one shift may be excluded from your weekly overtime calculations if you work in one of the following arrangements:

- Work a full twenty-four (24) hours without a break;
- Paid Roommate Arrangement: If you live with a client as his/her roommate as long as you work in the home at least five (5) consecutive nights each work week and receive at least five (5) hours of uninterrupted sleep each night. In that event, up to eight (8) hours of sleep time each night will be paid at the Standard rate (SROP) and not count against the forty (40) hours of straight time. (This may or may not be with same client as long as all clients are residents in the home.)
- “Live-in” Arrangement: working five (5) consecutive the overnight shifts AND working additional time for Compass in each work week (may or may not be with same client).

All SLS team members are expected to contribute to the success of the full team. Therefore, you are not permitted to refuse shifts because they are overtime exempt. Lack of availability to accept clients and shifts as assigned, may significantly limit the amount of hours/shifts/clients we are able to offer you, and affect your full-time status.

### ILS Department

Compass, LLC, pays overtime under California Department of Labor Wage Order 15 for work performed by its ILC’s. Therefore, you will receive a rate of pay one-and-a-half times (1.5X) that of your weighted earned average in a given workweek for all hours worked over eight (8) in one 24- hour period, forty (40) in one workweek, or any hours worked on a seventh (7<sup>th</sup>) day in the same work week. You will receive a rate of pay double times (2X) that of your weighted earned average in a given workweek for all hours worked over twelve (12) in one 24-hour period or all hours worked in excess of eight (8) on the seventh (7<sup>th</sup>) consecutive day in a workweek. Any overtime earned will be accurately documented on your pay stub.

### SECTION 2.19 HOURS OF AVAILABILITY AND JOB SCHEDULE

Your job schedule is based on your availability provided during the application and onboarding process. If you request to change your job schedule, we cannot guarantee your request will be

accommodated. Requests to change your schedule will be considered based on appropriate job match.

## **SECTION 2.20 PUNCTUALITY AND ATTENDANCE**

Team member attendance is an essential part of providing a consistent sustained service to our clients which gives value to them and assures prospective clients of our ability to serve them appropriately.

Employees are expected to observe regular attendance and be punctual. If you are unable to report for work on any particular day, you must call your supervisor at least four (4) hours before the time you are scheduled to begin working for that day. If you call in less than four (4) hours before your scheduled time to begin work, you will be considered tardy for that day. Absent extenuating circumstances, you must call in on any day you are scheduled to work and will not report to work. Compass, LLC, understands that in some cases, advance notice is not possible. In these cases, notify your supervisor personally as soon as practicable. If requested, you must provide verification of the reason for your absence unless otherwise excused by law.

More than three (3) instances of tardiness by a nonexempt employee during any twelve-month (12 month) period are considered excessive. Any unexcused absence is considered excessive. Any absence or tardy that is excused by law will not be counted against your attendance record.

If you fail to report for work without any notification to a supervisor, by the close of the business day, Compass, LLC, will consider that you have abandoned and voluntarily resigned your employment.

## **SECTION 2.21 ABSENCE POLICY & PROCEDURES**

Compass, LLC, is committed to helping team members respond to individual health care needs, as well as individual family situations that require an absence from work. Compass, LLC, is a service organization that relies on the presence and performance of committed team members to provide the quality care that our clients expect. Team member attendance is an essential part of providing a consistent sustained service to our clients which gives value to them and assures prospective clients of our ability to serve them appropriately.

The following policy and procedures must be followed by all team members, interns and volunteers to ensure the smooth operation of the agency, as well as our ability to serve our client's health, safety and welfare needs.

All potential or immediate situations requiring an absence from work must be reported to a supervisor at least four hours prior to start of shift.

When a team member knows in advance that time off will be needed, a Time Off Request (TOR) form must be completed stating the reason, dates and times needed for the absence. Team members who are unable to arrange coverage for their regularly scheduled shifts are expected to request time off in advance for doctor, dentist and other related appointments. Approved TOR's which are twenty-one (21) days in advance will not be considered absences. Team members that have jury duty or court related needs are usually advised of those needs two weeks before the court date.

This allows time to get an approved TOR. Approved time off will be considered, based upon the expressed need or condition of the team member, as well as the needs of the clients and Compass, LLC. Not all Time Off Requests will be granted and a Team Member will not be granted more than 4 TOR's per calendar year.

Team members should attempt to work out an exchange with other team members when they have needs that come up quickly. The exchanged shift must be made up within the same pay period unless otherwise approved. Team members are encouraged to limit the number of exchanges as a courtesy to clients and other team members. If a team member does not complete their portion of the shift exchange it will be considered an occurrence of absence. Shift exchanges must be approved by a supervisor in advance.

When a team member has an unexpected need to be absent, such as illness, family illness or death, etc., the team member must call management at least four hours prior to the start of the shift to request time off. Absences due to personal illness or the illness of an immediate family member must be accompanied by a doctor's note if the absence is more than two days. Absences not covered by a doctor's note will be considered separate occurrences for purposes of this policy.

All absences that are not approved through a TOR or outside of a team member exchange will be considered an "occurrence" of absence regardless of the reason. This discipline schedule for absenteeism is as follows:

- 1) Team members that have three (3) occurrences of absenteeism during any 12-month period will receive a verbal warning.
- 2) Team members that have four (4) occurrences of absenteeism during any 12-month period will receive a written warning.
- 3) Team members that have five (5) occurrences of absenteeism during any 12-month period will receive a 3-day suspension without pay.
- 4) Any absence which occurs within the six (6) months following an absence related suspension may result in termination unless the absence is a personal illness covered by a doctor's note. Discipline process is subject to Compass, LLC, management discretion.

Team members that are more than fifteen (15) minutes late will be considered tardy. Three (3) late occurrences equal one occurrence of absence and will follow the disciplinary procedure stated above.

Due to our responsibilities to ensure the health, safety and welfare needs of our clients, it is required that all scheduled appointments, meetings, and commitments to clients or staff members be reported to a supervisor.

The attendance policy will be administered in accordance with Family Medical Leave Act (FMLA) provisions. Changes to administration of this policy to comply with FMLA provisions will be made on a case-by-case basis.

### **Time Off Request (TOR) Policy**

Only ten (10) direct care employees per region (FNRC, RCEB, SARC) may ask for the same day off and not more than one (1) per household. Time Off Requests are considered on a first come first served basis. A team member will be granted a max of four (4) TOR's per year. TOR's will only be granted for up to twenty-one (21) calendar days per year.

TOR's will be approved or denied based on the needs of the households and team members. Not all time off requests will be granted.

A Time Off Request must be submitted no later than twenty-one (21) days prior to the first day requested. The TOR will be reviewed by the supervisor. The TOR will be returned to the team member seven (7) days prior to the first day requested either approved or denied. Any request received without twenty-one (21) day notice will be denied. If a TOR is denied and the employee still wishes to have days off the employee may utilize a shift exchange. It is the responsibility of the employee who is requesting the days off to find other staff to exchange a shift with. (Please review the shift exchange policy in your handbook or call a supervisor for clarification.) If a shift exchange is made it will not be counted as a TOR and will not count against the number of TOR's the team member has available for the year.

No more than twenty-one (21) calendar days per year will be approved for any direct care staff. Any requests that are longer than twenty-one (21) calendar days will be considered a Leave of Absence request and will be approved or denied according to the Leave of Absence policies. (Please review the Leave of Absence policy in your handbook or call Legal & Labor for clarification.)

### **Holiday Season Time Off Requests**

Time Off Requests for the holiday season will only be accepted from September 1 through September 30. Holiday TOR's submitted after September 30 will not be accepted for the holidays. (Team members can still utilize shift exchange to arrange time off.) TOR's will be reviewed and processed between October 1 and October 31. The holiday season is defined as:

- Thanksgiving: Monday through Sunday the 4th week of November
- Christmas: December 20 through December 27
- New Year: December 28 through January 3

No more than seven (7) calendar days will be approved for any direct care staff during the Holiday Season. No more than one (1) of the above listed holidays will be approved for any direct care staff.

### **SECTION 2.22 TRANSFERS**

You may, at any time after completing one (1) year of service, request a transfer to another department within Compass, LLC. All requests will be processed on the basis of ability, qualification, length of service and the needs of Compass, LLC.

Team members VOLUNTARILY requesting, and being granted, a transfer to another work location will incur a temporary suspension of all seniority with regards to shift preference and vacation selection.

Team members transferred out of a client's home at the request of the client will not be guaranteed an immediate reassignment or equivalent number of hours. When a team member is transferred, or removed from a client's home due to the request of the client, Compass, LLC, management in conjunction with Legal & Labor will review the situation, and if it is determined that the request was due to poor performance by the team member, disciplinary actions up to and including termination may be deemed appropriate and necessary.

### **SECTION 2.23 SHIFT EXCHANGES**

If you wish to exchange shifts with a co-worker or change shifts or hours within the department in which you are currently employed, you must obtain your supervisor's approval in advance. He/she will make every reasonable effort to accommodate you. You may not exchange or work another team member's shift without the prior approval of your supervisor.

### **SECTION 2.24 TIME RECORDS**

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

You must utilize our virtual time clock application, QSClock, on either a smart phone or a tablet device. Compass, LLC, provides tablets for use in SLS clients home, and ILS staff will be provided a smart phone device. This application will serve as the authorized time in and out of all your shifts. Failure to utilize QSClock to validate the beginning and end of your shifts will result in disciplinary action. If the application fails to work for any reason, please contact your supervisor immediately. Failure to contact your supervisor in the event of technical problems will result in disciplinary action. Clocking in for shift prior to arriving at the work site, or clocking out of shift after leaving the work site will result in disciplinary action.

If you find a mistake or omission on your time card, take it to your supervisor, who will work with you to correct it. After this is done, you sign the corrected time card in QSClock.

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

Time cards must be signed in order to be considered submitted hours worked for payroll. Failure to sign your time card will result in disciplinary action. All original signed documents must be submitted to the office.



Exempt employees must report full days of absence from work. Deductions from an exempt employee's salary will be made only in accordance with applicable law.

You should immediately contact the Legal & Labor Department with any questions concerning your pay so that inadvertent errors can be corrected.

## **SECTION 2.25 MEAL PERIODS**

Compass, LLC, operates under California Labor Code Wage Order 15, and therefore does not guarantee duty-free meal periods for SLS direct care shifts. You may be allowed a one half (1/2) to one(1) hour, unpaid duty-free meal period if your client can be left alone for that meal period and if your supervisor can coordinate relief as needed. These meal periods may be taken at the work site as an unpaid break period.

If you are unable to take a required one (1) hour unpaid rest period due to client needs, you will be paid for the time you work. It is expected that you will then take your rest period at the next opportunity during that shift. Nonexempt employees must observe assigned working hours, the time allowed for rest periods and report any missed rest period on the day's time record. For each instance where an uninterrupted meal period is not provided employees are required to explain why they did not take a rest period.

## **SECTION 2.26 REST PERIODS**

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

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

You are in charge of scheduling your rest periods and whenever practical rest periods should be taken in the middle of any four-hour work period. You are encouraged to take all provided rest breaks. While any missed rest break will be paid, it will also be considered a violation of Company policy.

As a general rule in an eight-hour shift, an employee's first 10-minute rest period should be taken before his or her first meal period and an employee's second 10-minute rest period should be taken after his or her first meal period. Shorter or longer shifts and other factors that make such scheduling impracticable or infeasible may alter this general rule.

Some client care plans may require team members to eat and sleep and conduct personal grooming while on shift. If your client's needs or behaviors prevent you from either eating, sleeping or bathing/grooming, it is your responsibility to communicate with your supervisor and request for support.

Rest periods are paid work time; they cannot be waived by the employee in order to shorten the work day or used towards additional time off. Rest periods cannot be combined with an

employee's meal period. Do not take more than 10 minutes for each rest period provided under this policy.

Employees desiring to express breast milk for the employee's infant child will be provided a reasonable amount of break time and a secluded area so that this may be done in private. This break time shall coincide with the employee's regularly scheduled break time to the extent possible. If a lactation break is taken outside of or extends beyond a paid break, a nonexempt employee must record the time on the timesheet as an unpaid break period.

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

## **SECTION 2.27 RECOVERY PERIOD**

A recovery period means a cool-down period afforded an employee to prevent heat illness. If heat illness prevention guidelines apply to your position, that information will be provided to you.

Employees shall be allowed and encouraged to take a preventative cool-down rest in the shade when they feel the need to do so to protect themselves from overheating. Such access to shade shall be permitted at all times. An individual employee who takes a preventative cool-down rest shall be monitored and asked if he or she is experiencing symptoms of heat illness; shall be encouraged to remain in the shade; and shall not be ordered back to work until any signs or symptoms of heat illness have abated, but in no event less than 5 minutes in addition to the time needed to access the shade. Recovery periods shall be taken as required by law. Recovery periods are paid work time; they cannot be waived by the employee in order to shorten the work day or used towards additional time off. The Company prohibits management or other employees from interrupting an employee who is on a recovery period.

For each instance where a recovery period was requested but not provided, employees are required to explain why they were not provided the opportunity to take their recovery period

## **SECTION 2.28 PAYDAYS**

Paydays at Compass, LLC, are the Friday following the end of a pay period. Pay periods are two work-week periods of time, beginning on a Sunday at 8:00 AM and ending fourteen (14) days later on the second Sunday at 7:59 AM.

If there is an error on your check, please report it immediately to your supervisor. Contact your management if you need more information.

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

paycheck it will be mailed to your address on file and you will be charged an administrative fee to process and mail your paycheck.

If a garnishing wage order is received by Compass, LLC, for one of our employees, we are obligated by law to comply with the demand. The affected employee will receive notice from Compass, LLC Payroll Department or the Legal & Labor Department as soon as possible.

## **SECTION 2.29 MANDATORY MEETINGS & TRAINING**

Compass, LLC, will pay nonexempt employees for tuition and time spent attending meetings and training programs outside of regular working hours under the following conditions:

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

All mandatory meetings and training programs will be identified as such. Do not assume a meeting or training program is approved by Compass, LLC, unless identified as mandatory. Check with your supervisor if there is any question.

Nonexempt employees must record the actual hours of attendance on the day's time record. If attendance at a mandatory meeting or training program results in travel beyond that of your normal commute, you will be compensated for this additional time spent traveling. The rate of pay for attending and or traveling to meetings and training programs may vary from the employee's normal pay rate. If you have questions on how to record your time, you should consult with Legal & Labor Department.

## **SECTION 2.30 COMPANY CREDIT CARDS**

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

## **SECTION 2.31 EXPENSES**

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

## **SECTION 2.32 MILEAGE**

Team members who utilize their own vehicles to provide services to clients (according to policy and procedure) will be reimbursed for the operating expense of using their vehicle. In order to be reimbursed, the team member shall keep record of mileage used for services on the designated mileage record form and submit that form by the first (1<sup>st</sup>) business day of the following month. There will be two mechanisms for calculating the reimbursement:

1. Compass will reimburse team members in the amount of \$.50 per mile. If you believe it will cost more to operate your vehicle then you must use option #2.

2. Compass will reimburse team members for their total operating expenses (gasoline, repairs and maintenance for normal wear & tear, other miscellaneous expenses) for the percentage of miles driven while at work. In order to calculate this team members must submit receipts for all expenditures on the company designed form, as well as a time and date stamped picture of their odometer on the first of the month and the last of the month in order to validate their driving history.

Team members will be required to select their reimbursement option at their time of hire, and will only be allowed to change each subsequent January, unless the employee can show their circumstances that would necessitate their need to switch options.

Reimbursement of mileage will occur by the end of each month for the month immediately prior. Taxes will not be withheld for mileage reimbursement. If a reimbursement form arrives at the office on the second business day of the month it will not be processed until the following month.

All reimbursements will be at the discretion of the Administration and are reviewed for accuracy and appropriateness according to the client's Individual Service Plan (ISP) and agency guidelines regarding transportation for client service delivery. Any forms which are determined to contain false information or inappropriate outings will subject the submitting team member to disciplinary action up to and including termination.

### **SECTION 2.33 BONDING**

Whenever Compass, LLC, requires bonding of any team member or the carrying of any insurance for the indemnification of Compass, LLC, Compass, LLC, shall pay the premiums.

### **SECTION 2.34 EMPLOYEES WHO ARE REQUIRED TO DRIVE**

Company vehicles are the property of Compass, LLC. Employees who utilize Company vehicles have a responsibility to maintain the vehicle they are assigned. Compass, LLC, will not pay for any fines levied for traffic violations, either parking or moving, resulting from the use of Company or personal vehicles. All employees must be prepared to drive for clients they are assigned to. Therefore, all employees are required to present proof of a current, valid driver's license. You must notify your supervisor of any changes to your driver's license status. DMV registration, insurance documentation and all other required documentation is to be kept in the Company vehicle's glove box at all times.

Employees using a personal vehicle for Company business will be reimbursed on a per mile traveled basis and must present proof of current insurance coverage. Motorcycles are not an approved form of transportation for conducting Company business.

It is required that you observe all policies set forth by the Company as well as applicable traffic laws, regardless of if you are driving a Company vehicle or your own vehicle for the purpose of conducting Company business. Report any type of accident, traffic citation and/or vehicle damage

immediately to your supervisor. If you receive a traffic citation while on Company time or during the use of a Company vehicle, you will be responsible for payment of the citation.

Employees must adhere to Company policies and traffic laws. Employees are prohibited from transporting unauthorized passengers in a Company vehicle or in a personal vehicle during work time without prior supervisor approval.

Current copies of your driver's license and your auto insurance are required to be on file with your HR representative. Failure to provide such proof prior to its expiration will result in disciplinary actions of suspension from your current work schedule and other consequences up to and including termination.

Involvement in two (2) "at fault" accidents when you are operating a Company-owned or -leased vehicle or your personal vehicle while on Company business which results in damages to either Compass, LLC's property or another's property, or results in injury to another person or causes accidents where the damages to any person or any property exceeds \$15,000.00 may result in your immediate termination.

Determination of "at fault" for the purpose of this provision shall be, but not limited to, the following:

- Issuance of a citation as a result of an accident by a properly constituted law enforcement agency.
- Judgment of fault by a court of competent jurisdiction.
- Rear-ending another vehicle.

Compass, LLC, will maintain secondary liability insurance on any car which is used in the service of Compass, LLC. While such insurance policy extends to cover all cars privately owned that are used in the service of Compass, LLC, this coverage protects only Compass, LLC, and its officers.

To be eligible for employment the following conditions must be met:

- Individuals should have a minimum of three (3) yrs driving experience. International driving experience is acceptable.
- No major violations within the last five (5) years (ie: DUI, reckless driving, hit & run, excessive speed, etc)
- No more than combination of three (3) minor moving violations & accidents within the last 3 years.

### **SECTION 2.35 MAINTAINING CLEAN DRIVING RECORD, SAFE WORKING VEHICLE, & LIABILITY INSURANCE**

As a function of normal job duties all staff may be required to provide transportation. All staff are to maintain clean driving records and a safe, working vehicle, with liability/accidental insurance.

Team members will be enrolled in the DMV Pull Notice Program. It is expected that all staff notify the HR representative when there is a change to the status of their ability to provide transportation including but not limited to:

- No working vehicle
- Tickets issued by DMV/Police in which the team member plead guilty or paid a fine
- Restricted or suspended license
- Loss of Auto Liability Insurance coverage

In the event of a change of status team members are required to notify HR within 24 hours. Failure to disclose information may result in disciplinary action up to or including termination.

### **SECTION 2.36 DRIVING REQUIREMENT WAIVER**

A Team Member may be issued a waiver of the employment requirements to have a working vehicle, valid driver license and valid auto insurance. The waiver will be approved by the Regional Manager and Legal & Labor Manager, based on individual client match and need. In the case that a waiver is approved and the client's needs change, for any reason or at any time, which would prevent the Team Member from working with a matched client, the Team Member may be terminated until all employment requirements pertaining to transportation have been met.

### **SECTION 2.37 PARKING**

Parking in designated areas is provided for all team members of Compass, LLC. You should observe the posted speed limit to ensure the safety of all persons. Avoid using your horn. Park your vehicle properly so that all available spaces are utilized.

Do not park in spaces reserved for clients, customers, guests, residents/patients, disabled persons or visitors. Please be courteous and do not park behind a vehicle without prior consent from the driver of the car. Compass, LLC, bears no responsibility for any damage which may occur to your vehicle while it is parked at a client's home or any place in which you park while on shift.

Do not leave a vehicle at a client's residence for storage purposes. Do not park illegally. Any fines, tickets or towing expenses incurred will be the responsibility of the team member to pay.

### **SECTION 2.38 COMPANY PROPERTY AND FACILITIES**

All Company property and facilities, including but not limited to, desks, storage areas, work areas, lockers, file cabinets, computer systems, telephone systems, tools, equipment and vehicles are to be used only for Compass, LLC's business and must be properly used and maintained. The Company reserves the right, at any time, and without prior notice, to inspect any and all of the Company's property or facilities to ensure that Company policy is being followed. Such inspections may be conducted during or after business hours and in your presence or absence.

## **SECTION 2.39 COMPANY KEYS, ALARM CODES AND ENTRY CARDS**

You may be assigned a client keys, alarm codes and/or entry cards needed to conduct your daily job responsibilities. You are responsible for all keys, and entry cards and the confidentiality of your alarm code. Duplication of any company key is not allowed. It is against Compass, LLC, policy to loan or distribute your assigned keys to another employee or non-employee of the Company. It is against Company policy to disclose your alarm code unless specifically authorized by the Legal & Labor Department. If your Company keys/entry card are lost, misplaced, destroyed or stolen or your alarm code is compromised, you must report it immediately to your supervisor.

## **SECTION 2.40 COMPUTERS AND ELECTRONIC EQUIPMENT**

The Company's computer and other electronic systems (“technology”), including but not limited to, telephone systems, voice mail systems, electronic mail systems, cellular phones, company-issued computers, tablets, and workstations, computer hardware, peripheral equipment such as printers and fax machines, software that grants access to external services, such as the Internet or cloud storage accounts, and instant messaging systems, are provided for business use only. Compass, LLC, has the right to review, copy or disclose any files or information found on their technology. All messages sent and received, including personal messages, and all data and information stored on or transported through the Company’s Technology Resources are Compass, LLC, property regardless of the content.

Although passwords may be utilized to restrict access to certain systems, the passwords are designed to protect the Company against unauthorized access—not to prohibit access by the authorized Company representatives. Compass, LLC may require you to disclose username(s), password(s) or other method(s) of accessing any Company-issued electronic device. Compass, LLC, retains the right to enter into any technology system and to inspect and review any and all data recorded in the systems. No message or data placed on the Company's technology should be considered private or confidential. Deleting or erasing information, documents or messages maintained on the Company technology is, in most cases, ineffective. All employees should understand that any information kept on the Company’s technology may be electronically recalled or recreated. There should be no expectation of privacy by an employee because they erased or deleted messages.

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

The Company’s technology may not be used for transmitting, retrieving or storing any communications of a discriminatory or a harassing nature. Harassment of any kind is prohibited. No messages with derogatory or inflammatory remarks about race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, registered domestic partner status or any other basis made unlawful by applicable law, whether about a specific individual or about these protected categories in general, shall be transmitted, received or stored. The Company prohibits the use of abusive, profane or offensive

language received or transmitted through the Company's technology systems. The Company's technology may not be used for any purpose that is illegal, against Company policy, causes discredit to the Company or is contrary to the best interests of the Company. Use of the Company technology for personal gain or profit or for personal reasons that would impede the Company's ability to conduct business is prohibited.

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

Team members are prohibited from using a client's personal computer, unless the team member is using the computer discharging the normal and customary functions of their job. Team members must have permission for each usage of the client's personal computer.

## **SECTION 2.41 SOCIAL MEDIA**

In this day and age, online commentaries and publications through various social media are commonplace. The means to engage in social media are expanding regularly. This policy is intended to govern the publishing, posting and/or release of information through all existing and developing social media platforms such as: Social Networking Sites such as Facebook, Instagram, Snapchat, Pinterest, etc.; Blogs; Micro-blogs, such as Twitter; Video and photo sharing websites, such as YouTube; Forum Discussion Boards, such as Google Groups; Online Encyclopedias such as Wikipedia; an employee's own website; interactive Websites of other companies or individuals where on-line comments are permitted; and other user-generated media.

Employees may not use social media to violate any of the Company's policies. Below are four basic principles that govern the use of social media by Compass, LLC employees but this list is not exhaustive. An employee who has a question about whether his or her use of social media is prohibited by this policy should contact the Legal & Labor Department before engaging in the use.

- Unless specifically authorized, employees are prohibited from using the Company's equipment and technology to engage in social media. Whether you are working or not, the Company's equipment and technology are provided to you for the purpose of conducting Company business.
- Unless specifically authorized, employees are prohibited from engaging in social media during their working time, regardless of whose equipment and technology are used. As used in this policy, working time excludes meal and break periods.
- Employees are prohibited from disclosing Company trade secrets, proprietary information and other confidential information described in various sections of this Handbook. These policies include but are not limited to the sections covering: Computers and Electronic



Equipment; Confidential Information; Conflict of Interest; Personnel Records; and Solicitation.

- If you identify yourself in social media as being employed by the Company, you must state that your views are your own personal views and that you are not authorized to and do not speak on behalf of the Company. Remember that once you identify yourself as being employed by the Company, your statements, whether intended by you or not, can reflect unfavorably on the Company, its image and its products/services.

The Company disclaims any legal responsibility for employees' use of social media. Employees are legally responsible for their own use of social media.

## **SECTION 2.42 CELL PHONE POLICY**

Personal cellular phone use is discouraged while you are working. Cellular phones should be set to silent and only used for emergency calls while you are working. While it's okay to use your cell phone at work for private calls during breaks, find a private place to make cell phone calls, and after you've alerted your client of the break and call.

If you are required to perform business on a cellular phone or similar device for Compass, LLC, you are prohibited from talking on the phone, sending or reviewing text messages or emails, surfing the internet, or reviewing the contents of your cellular phone while driving.

### **Company Provided Cell Phones/Wireless Handheld Device**

If you are assigned a Company cell phone or tablet to conduct Company business, please notify your supervisor if the cell phone or tablet is misplaced, stolen or damaged. Personal calls, received or placed, on Company cell phones are only allowed in emergency situations. The Company retains the right to enter into any cellular phone system and to inspect and review any and all data recorded in the systems. Because the Company reserves this right, no message or data placed or received on the Company's cellular telephones should be considered private or confidential.

### **Using Your Personal Smartphone or Tablet for Business**

Compass, LLC, is aware that team members may use their own smartphones or tablets for business purposes while on the job. If the normal duties of your job requires you to use your own cellular powered device, you will be reimbursed \$1 per month on your regular automobile use reimbursement check. You must affirmatively state that you used your own device to perform the normal duties of your job, and were unable to use a Compass provided device to receive this reimbursement.

## **SECTION 2.44 POLICY ON SOLICITATIONS, DISTRIBUTIONS AND ACCESS**

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

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

#### **SECTION 2.45 NOTICE AREAS**

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

#### **SECTION 2.46 RECREATIONAL AND SOCIAL ACTIVITIES**

Employees of Compass, LLC, may participate in various recreational and social activities that are either sponsored by or supported by the Company. All recreational and social activities are completely voluntary. No employee is obligated to participate in any recreational or social activity, and no employee's work-related duties include participation in such activities. Any employee who elects to participate in any recreational or social activity does so at his or her own risk. The Company disclaims any and all liability arising out of an employee's voluntary participation in any off-duty recreational or social activity. Unless required by law, the time spent organizing, preparing for, attending and/or participating in these activities is not paid work time.

#### **SECTION 2.47 DISCIPLINE AND INVOLUNTARY TERMINATIONS**

Violation of Company policies and rules, whether or not they are included in this Handbook, will result in disciplinary action. Discipline may be in any form deemed appropriate by the Company, including but not limited to, verbal coachings, verbal warnings, written warnings, suspensions and termination of employment.

Compass, LLC, maintains a progressive discipline procedure to ensure a fair method of disciplining team members. Discipline may be necessary for various reasons, including, but not limited to, violations of Compass, LLC's work rules, insubordination or job performance.

The progressive discipline system is intended to give you advance notice, whenever possible, to inform you of a problem with your conduct or performance in order to provide you an opportunity to correct your behavior. Normally, progressive discipline involves verbal counseling, and one or more written warnings, before you are terminated. However, exceptions or deviations from the normal procedure may occur whenever Compass, LLC, deems that circumstances warrant that one or more steps in the process be bypassed. Accordingly, circumstances may sometimes warrant immediate termination. The nature of the offense and your work record may determine what disciplinary action is to be taken.

It is expected that if you receive a message from a Compass, LLC, supervisor that you return that call within 24 hours.

The Company will, in its sole discretion, utilize whatever form of discipline it deems appropriate under the circumstances, up to and including the immediate termination of employment without any prior discipline. The use of discipline in no way changes the at-will employment relationship.

#### **SECTION 2.48 VOLUNTARY TERMINATIONS**

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

Company and client property, such as keys, uniforms, automobiles, tools, communication devices, manual, team member handbook and credit cards, must be returned by each team member on their last day of work.

Team members are required to pick up their final check in person. Compass, LLC, will hold the final check until it is picked up. If you wish to have your final paycheck mailed to you, you must authorize the mailing as well as the address to which you want your final paycheck mailed, in writing. It is the responsibility of every team member to keep Compass, LLC, apprised of your current address at all times. Checks will not be mailed without written authorization.

#### **SECTION 2.49 EXIT INTERVIEWS**

A Human Resource Representative will attempt to schedule an exit interview with each team member who leaves Compass, LLC, regardless of the reason. This interview allows team members to communicate their views on their work with Compass, LLC, and the job requirements, operations and training needs. It also provides the team member an opportunity to discuss issues concerning benefits and insurance. At the time of the interview, team members are expected to return all Company-furnished uniforms, tools and equipment, such as ID cards, keys, training manual, team member handbook and credit cards. Arrangements for clearing any outstanding debts with Compass, LLC, and to receive final pay also are to be made at this time.

## **SECTION 2.50 REDUCTIONS IN WORKFORCE**

We at Compass, LLC, hope that a reduction in force never becomes necessary. However, if it is determined that it is warranted because of lack of work, a re-organization or other considerations, the following procedures will apply. Before resorting to an involuntary layoff, Compass, LLC, may respond in several ways, including a voluntary reduction of hours or days of work or reducing hours or days of work.

If a voluntary approach is not sufficient to meet Compass, LLC's needs, Compass, LLC, may implement an involuntary reduction in personnel. Team members will be selected for layoff carefully so as to be fair and consistent. All personnel policies, including Compass, LLC's policy against discrimination, will be followed. Layoffs may be implemented on a Company wide basis or in one or more departments, work groups or job classifications. Once it is determined what the scope of the layoff will be, team members will generally be laid off in the following order:

1. Temporary and on-call team members
2. Team members in their review period
3. Part-time team members
4. Full-time team members

However, Compass, LLC, reserves the right to deviate from this order whenever circumstances warrant.

Within each of the classifications above, team members will be selected for layoff on a combination of factors, including, but not necessarily limited to, past performance and productivity, qualifications including flexibility to perform in a downsized environment, attendance and punctuality.

Team members who are laid off can reapply for employment when positions become available.

## **SECTION 2.51 REFERENCES**

All requests for employment verifications and employee references must be directed promptly to the Legal & Labor Department. Other employees should not provide any such information. References for employees who have left Compass, LLC, are limited to disclosure of dates of employment and title of the last position held.

Letters of reference will not be given to team members upon termination of service.

## **SECTION 2.53 ARBITRATION OF DISPUTES**

To resolve employment disputes in an efficient and cost-effective manner, Compass, LLC, requires its employees to enter into arbitration agreements. Details regarding arbitration can be found in the arbitration agreement.

## **SECTION 2.54 OFFICE HOURS**

Normal business hours vary but generally occur between 9am to 4pm, Monday through Thursday, 9am to Noon on Friday. The office may be closed during office hours, and in such instances team members will be notified in advance when possible. In case of emergency team members should follow protocols to contact the emergency phone number.

## SECTION 3: STANDARDS OF CONDUCT

### SECTION 3:01 DRESS CODE POLICY & PURPOSE

Compass, LLC wants to ensure that its team members are clearly identified as representing the company. To achieve this goal, Compass, LLC has instituted a dress code and uniform policy for team members assigned to the any service function.

Our dress code company policy outlines the company's expectations you as a field team member regarding your appearance. The company's guidelines are not meant to unreasonably restrict your freedom of expression. However, the way you project yourself as you represent Compass with clients, visitors or other stakeholders can have direct consequences on how we are all perceived. Therefore, please be aware that your appearance is seen as an integral part of the company's culture and any inappropriateness could expose the Compass and damage our reputation.

All Team Members are obliged to demonstrate professionalism and a businesslike attitude through their appearance. Our guidelines must be always observed regardless of the formality of dress required in any situation. The dress code guidelines are comprised in three parts: Cleanliness, Grooming, and Clothing, including uniforms.

#### Cleanliness:

- It is customary to arrive at work showered and shampooed within the previous 24 hours. When on shift bathing and grooming time needs to be conducted on your break time. This is due to the fact that a team member is unable to provide protective supervision during their own personal care. In addition, all bathing and grooming times will be outlined per household by the supervisor to accommodate the housing needs and restrictions.

#### Grooming:

- All team members should be clean and neat. Grooming preferences or dictates by religion, ethnicity etc. are not restricted but should always be well-presented.
- Hands: Have clean fingernails. Fingernails may be no longer than one-quarter (1/4) inch in length from tip of finger.
- Smell: Perfume, cologne or scented lotions should be used sparingly or not at all. Don't smell like smoke. Make sure your breath is not offensive.
- Jewelry: Jewelry should be simple and should not pose a safety threat to you or clients. No more than four stud earrings (no larger than ½'¼ in diameter) per ear. No plugs or stretching earlobes allowed while on shift. Without limitation, visible body piercing, jewelry to the eye areas, face, mouth, nose and tongue is not permitted while on duty.
- Body Art (tattoos): Tattoos that may be considered offensive should be covered during shift.

## SLS Uniforms and Clothing:

- You are required to wear a company-designed t-shirt as your uniform whenever you are working during premium hours. You are encouraged to wear one of our t-shirts whenever you are out in the community whether you are working a premium or standard hour.
- All other clothes must be clean and in good repair. Discernible rips, tears or holes are not allowed. All clothes must be appropriate for the job. Clothes worn typically in workouts, outdoor activities or recreation ventures are not allowed. All clothes must project professionalism. Clothes that are too revealing or inappropriate for a specific situation are prohibited. This includes, but is not limited to sweatpants, “yoga” pants, tights, “spandex” bike shorts, or other clothing styles intended for athletic or gym use. Employees should avoid clothes with stamps or prints which may be perceived as offensive or inappropriate. Uniform t-shirts will be issued and expected to be worn during all premium hours.
- Footwear: SLS Life Guides must wear close-toed shoes during all work times and when you are at any work site for safety reasons.
- Name Badges: You will be issued a company name badge and are encouraged to wear their company name badge to identify yourself with the client at their home and in public unless the client requests you not to. However, you must keep the name badge with you at all times.

## SLS Uniform Procedures

- Compass, LLC will issue three (3) Compass SLS t-shirts to you as a new Life Guide as part of new-hire orientation. You are required to sign for the t-shirts, and the t-shirts are considered company property and are to be returned in the event of termination of employment. These shirts are to be worn during premium hours, unless otherwise directed by their supervisor in writing.
- Upon issue, company t-shirts become the your responsibility for maintenance and care. If the t-shirt requires replacement, you are required to return the old t-shirt in exchange for a new shirt.
- You can purchase additional t-shirts with CompCoins on Compasslovesu.com or when made available at company events.
- Compass, LLC may issue new uniforms periodically or require uniforms to be returned for special purposes (e.g., logo change, corporate color change). If you are affected by a change you will be given advance notice of the exchange, and the company will provide suitable replacement uniforms.
- In the event of termination of employment, you are required to return all issued uniforms as part of the exit process. If all issued uniforms are not returned, Compass, LLC will deduct the cost of the uniforms from your final paycheck (except where such deductions are prohibited by state law).

- If you have questions regarding this policy or its implementation, contact the Human Resource department or your supervisor.

## ILS Uniform Procedures

- **Compass provision:** Compass will provide each coach with two (2) shirts to wear while with a client. It is expected that these shirts will be kept clean and wrinkle free. Coaches will not need to wear these shirts every day. It is recommended that coaches wear uniform shirts to appointments a minimum of two (2) days/wk. If you wish to use more than two shirts, coaches will have the option to purchase more.
- **Slacks, Pants, and Suit Pants:** Slacks that are similar to Dockers and other makers of cotton or synthetic material pants, wool pants, flannel pants, knee length capris, and nice looking dress synthetic pants are acceptable. Jeans that are not faded, ripped, or torn can be worn with a uniform shirt. Inappropriate slacks or pants include clothing with a worn look to them, holes, or those that appear tattered. Appropriate body coverage looks like apparel that modestly covers the body for all required job duties.
- **Skirts, Dresses, and Skirted Suits:** Casual dresses and skirts, and skirts that are split at or below the knee are acceptable. Dresses and skirt length should be at a length in which you can sit comfortably in public. Short, tight, skirts that ride halfway up the thigh are inappropriate for work. Mini-skirts, skorts, sun dresses, beach dresses, and spaghetti-strap dresses are inappropriate for the field and office.
- **Shirts, Tops, Blouses, and Jackets:** It is recommended that the coach will wear their uniform T-shirt when they work in the field or in the office. It is expected that should an employee wear their uniform outside of Compass during non-business days/hours that employees will conduct themselves according to the employee handbook. Uniform T-shirts should be worn during professional meetings, company events, or other professional appointments. Dress shirts, sweaters, tops, golf-type shirts, and turtlenecks are acceptable attire for work. Most suit jackets or sport jackets are also acceptable attire for the office or the field, if they violate none of the listed guidelines. Inappropriate attire for work include tank tops, midriff tops, shirts with potentially offensive words, terms, logos, pictures, cartoons, or slogans; halter-tops; tops with bare shoulders; sweatshirts, and non Compass t-shirts unless worn under another blouse, shirt, jacket, or dress.
- **Shoes and Footwear:** Conservative athletic or walking shoes, loafers, clogs, sneakers, boots, flats, dress heels, and leather deck-type shoes are acceptable for work. Wearing no stockings is acceptable. Thongs, flip flops, slippers, and any shoe with an open toe are not acceptable in the office or field. Closed toe shoes are required in the office and the field.
- **Name Badges:** Coaches are encouraged to wear their company name badge to identify themselves with the client at their home and in public unless the client requests them not to.



- Jewelry, Makeup, Perfume, and Cologne: These items should be in good taste, with limited visible body piercing. Remember, that some employees are allergic to the chemicals in perfumes and makeup, so wear these substances with restraint.
- Hats and Head Covering: Professional looking hats are not appropriate in the office but may be worn outside in winter months. Head covers that are required for religious purposes or to honor cultural tradition are allowed.

### **Disciplinary Consequences for violation of dress code and uniform policies**

It is important that you understand the consequences that any inappropriate appearance may bring to the company. If you disregard the company's dress code, you will be reprimanded and expected to adhere to the policy. Returning home to change is considered a valid request from your supervisor.

In instances when there is irreparable damage because of your appearance (e.g. the loss of a client) or repeated violation of this policy, you will be faced with more severe discipline up to and including termination.

### **SECTION 3.02 CUSTOMER & PUBLIC RELATIONS**

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

### **SECTION 3.03 OUTSIDE EMPLOYMENT**

Compass, LLC, has no objection to you holding another job as long as you effectively meet the performance standards for your job with Compass, LLC. Compass, LLC, asks that you think seriously about the effects that such extra work may have on the limits of your endurance, your overall personal health and your effectiveness with Compass, LLC. Compass, LLC, will hold all team members to the same standards of performance and scheduling demands and cannot make exceptions for team members who also hold outside jobs.

### **SECTION 3.04 PROFESSIONAL CONDUCT**

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

You must conduct yourself in a manner that will not embarrass or discredit the good reputation of Compass, LLC. You are expected to give loyal and efficient service and to cooperate in properly doing the work to which you are assigned. Remember, your conduct on and off the job is a direct reflection of Compass, LLC.

## SECTION 3.05 PROHIBITED CONDUCT

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

- ◆ Falsification of employment records, employment information or other Company records.
- ◆ Recording the work time of another employee or allowing any other employee to record your work time or allowing falsification of any time record, either your own or another's.
- ◆ Theft, deliberate or careless damage of any Company property or the property of any employee or client.
- ◆ Provoking a fight or fighting during working hours or on Company property.
- ◆ Participating in horseplay or practical jokes on Company time or on Company premises where such conduct might be a safety risk or might be interpreted as offensive.
- ◆ Carrying firearms or any other dangerous weapons during working hours or on Company premises at any time.
- ◆ Consuming, possessing or being under the influence of alcohol and/or drugs during working hours or at any time on Company property or job sites.
- ◆ Insubordination, including but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of management or the use of abusive or threatening language toward a supervisor or member of management.
- ◆ Unreported absence on scheduled workdays.
- ◆ Unauthorized use of Company technology, equipment, time, materials, facilities or the Company name excluding protected speech.
- ◆ Sleeping or malingering on the job outside of permitted sleep times.
- ◆ Lingering at the job site outside of work hours.
- ◆ Failure to observe work time policies including policies related to attendance, rest breaks, meal periods and recovery periods.
- ◆ Engaging in criminal conduct whether or not related to job performance.

- ◆ Soliciting other employees for membership, funds or other similar activity in connection with any outside organization during your working time or the working time of the employee(s) solicited.
- ◆ Distributing unauthorized literature or any written or printed material during working time or in work areas. ("Working time" does not include your meal and break periods.)
- ◆ Failure to timely notify your supervisor when you are unable to report to work or failure to return from an approved leave of absence.
- ◆ Failure of a nonexempt employee to obtain permission to leave work for any reason during normal working hours, other than for meal and rest periods.
- ◆ Making or accepting personal telephone calls during working hours except in emergencies.
- ◆ Failure to provide a physician's certificate when requested or required to do so unless prohibited by law.
- ◆ Wearing extreme, unprofessional or inappropriate styles of dress or hair while working.
- ◆ Making derogatory racial, ethnic, religious or sexual remarks or gestures; any violation of the Prohibited Harassment, Equal Employment Opportunity or Prohibited Retaliation policies; or using profane or abusive language at any time on Company premises or during working hours.
- ◆ Violation of any safety, health, security or Company rule.
- ◆ Working "off-the-clock," working overtime without authorization, refusing to work assigned overtime.

### **SECTION 3.06 YOUR DUTY TO YOUR CLIENTS**

Compass, LLC, provides services to persons with many different developmental disabilities in a variety of settings. Remember that some of the people you'll serve, due to their disability, may have low impulse control and may exhibit adverse behaviors including, but not limited to, the following:

- Verbal and/or physical aggression
- Self-injurious behavior
- Property destruction
- Socially and sexually inappropriate behaviors
- Elopement

Remember that you are there to serve your clients in accord with their specific rights guaranteed by laws and regulations. Your duty is to assist them as they ascertain and assert their rightful

and legal desires. While some behavioral desires may not be appropriate for congregate or community settings, staff may be required to assist clients in meeting needs that may be uncomfortable for some. Some of these protections include, but are not limited to:

- Expression of sexual desire including, but not limited to, dating, consensual sexual relations, viewing of pornography, masturbation in private settings, etc.

By accepting a position with Compass, you state that you understand that you accept exposure to a variety of adverse behaviors as noted above as a function of supporting Compass' clients.. You are expected to respond to any such behaviors in a manner that promotes the rights and dignity of the individuals served and in accordance with company policies and procedures, individual program and service plans, company training, laws, and regulations. If you violate your client's rights or refuse to aid them in the support and acquisition of personal rights, use non-approved behavioral intervention techniques, or violate company policies or procedures regarding client interactions you may incur disciplinary action, up to and including, termination of employment with Compass.

If you have a concern about the behaviors exhibited by your clients, discuss your concern with your direct supervisor. When reasonable, Compass, LLC will make every effort to separate you from working with a client whose behavior threatens your safety or well-being.

### **SECTION 3.07 CONFIDENTIAL INFORMATION**

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

a. disclose or furnish, directly or indirectly, to any other person, firm, agency, corporation, client, business or enterprise, any confidential information acquired during your employment;

b. individually or in conjunction with any other person, firm, agency, company, client, business or corporation, employ or cause to be employed any confidential information in any manner whatsoever, except in furtherance of the business of the Company;

c. access, use, copy, publish, deliver or commit to being published or delivered, any copies, abstracts or summaries of any files, records, documents, drawings, specifications, lists, equipment and similar items relating to the business of the Company, except to the extent required in the ordinary course of your duties.

d. access any documents, files, records, data, information, emails, lists, drawings, specifications, and equipment with the purpose of duplicating or copying the information for

personal use or distribution. The company monitors any duplication of the enumerated items above.

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

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

### Client Confidentiality

According to section 4514 of the Lanterman Act, all information and records obtained in the course of providing intake, assessment and services to persons with developmental disabilities shall be confidential. Information and records shall only be disclosed in specific cases, examples:

- In communication between qualified professional persons employed by the Regional Center, the State Development center or a program vendorized by FNRC, RCEB, SARC.
- When the person with a developmental disability designates other individuals to whom information or records may be released.
- To the courts, as necessary to the administration of justice.
- To the extent necessary for a claim for aid, insurance, government benefit or medical assistance to which he or she may be released.

Any person may bring an action against an individual who has purposefully released confidential information or records in violation of the provisions of these regulations.

In order to respect and insure each individual's right to privacy, we have developed these additional guidelines which we ask Compass, LLC, employees and volunteers to observe regarding consumer confidentiality.

- Do not discuss or use in written communication or presentation personal information about consumers nor use consumer names without the specific written consent of the consumer.
- Do not discuss information about a consumer when other consumers are present.
- Do not discuss information regarding consumers with family members or others without first getting the permission of the consumer.
- Before sharing information about a consumer with another human service agency not covered by the Lanterman Developmental Disabilities Services Act Sect. 4514, make sure that a signed release of information is obtained from the consumer.

Those are general guidelines regarding client confidentiality. Issues may arise regarding confidentiality that may necessitate employees and volunteers using their personal judgment. When in doubt, consult the client or your supervisor. A first offense violation and

failure to follow this policy may result in your immediate discharge and legal action against you may be taken.

### **SECTION 3.08 CONFLICTS OF INTEREST**

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

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

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

### **SECTION 3.09 PERSONAL BUSINESS AT WORK**

You are expected to conduct your personal affairs when you are not at work. This includes, but is not limited to, receiving personal mail, cashing personal checks and using the telephone for personal reasons. (Personal cell phones included).

You are permitted to use Compass, LLC, phones to place or receive brief personal calls while you are on the job as long as this practice does not become excessive. You are required to pay all toll charges for the personal telephone calls you make.

### **SECTION 3.10 GIFTS AND TIPPING**

Every client is entitled to efficient and courteous service. Since such service is given impartially to all, tips or gratuities are not expected. Therefore, without specific permission from your Regional Manager you are not allowed to accept tips or gifts of any kind from clients, families, vendors or visitors. If an individual tries to pressures you to accept such a gift, you should thank him or her and explain that it is company policy not to accept any gift whatsoever.

### **SECTION 3.11 DRUG AND ALCOHOL POLICY**

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

law. The Company will not tolerate employees who use or have possession on the Company premises or who are under the influence of controlled substances, illegal drugs or alcohol during work hours.

Employees taking physician-prescribed medications which impair their job performance should not report to work, and should contact their supervisor immediately to discuss further steps that must be taken in such a situation. Employees taking physician-prescribed medication which will not impair their job performance should present a statement from the prescribing physician to the employee's supervisor indicating the duration of the prescription and stating that the use of the prescription will not impair the employee's ability to perform his or her specific job duties. This policy does not require or request the prescribing physician or the employee to identify any prescription drug or the medical condition for which it is prescribed. No employee shall use or have in his or her possession on the Company premises any prescription medication other than medications currently prescribed by a physician for that employee.

### **SECTION 3.12 SMOKING/TOBACCO**

Smoking is prohibited in all areas of the buildings and client's residence. Smoking is only permitted in designated smoking areas outside of the building and client's residence.

Additional breaks for the purpose of smoking or the use of tobacco products will not be provided to any team member.

### **SECTION 3.13 SECURITY**

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

Arm the electronic security system when leaving the building or when alone in the building. A security code will be assigned to you. A key fob button and emergency cell phone is provided in the office for emergency use. When alone keep these devices with you.

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

### **SECTION 3.14 WORKPLACE VIOLENCE**

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

or threat of violence should be reported to your supervisor or Legal & Labor Department immediately.

The safety and security of Compass, LLC, team members and clients are a very important to our mission. Verbal threats, threatening behavior, acts of violence, or any related conduct which disrupts another's work performance or the organizations ability to execute its mission will not be tolerated.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts on company owned or leased property may be removed from the premises pending the outcome of an investigation. Threats, threatening behavior, or other acts of violence executed off company owned or leased property, including client residence, but directed at Compass, LLC, team members, clients or members of the public while conducting official company business, is a violation of this policy. Off-site threats include but are not limited to threats made via the telephone, fax, electronic or conventional mail, or any other communication medium.

Violations of this policy will lead to disciplinary action that may include dismissal, arrest, and prosecution. In addition, if the source of such inappropriate behavior is a member of the public, the response may also include barring the person(s) from company owned or leased premises, client premises and termination of business relationships with that individual, and/or prosecution of the person(s).

Team members are responsible for notifying the Legal & Labor Representative of any threats (verbal, non-verbal, direct or indirect), which they have witnessed, received, or have been told that another person has witnessed or received. Team members should also report any behavior they have witnessed which they regard as threatening or violent when that behavior is job related or might be carried out on company/client owned or leased property, or in connection with Compass, LLC, employment.

Each team member who receives a protective or restraining order which lists company/client owned or leased premises as a protected area is required to provide The Legal & Labor Representative with a copy of such order.

### **SECTION 3.15 SAFETY POLICY**

Compass, LLC. is firmly committed to maintaining a safe and healthy working environment. All employees of the Company are expected to be safety conscious on the job at all times. All unsafe conditions or hazards should be corrected immediately. Report all unsafe conditions or hazards to your supervisor or the Legal & Labor Department immediately, even if you believe you have corrected the problem. If you suspect a concealed danger is present on Company premises, or in a product, facility, piece of equipment, process or business practice for which the Company is responsible, bring it to the attention of your supervisor or the Legal & Labor Department immediately. Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and immediately contact the Legal & Labor Department regarding the problem.

All workplace injuries and illnesses must be immediately reported to your supervisor and the Legal & Labor Department.



## Team Member Responsibilities

Team Members are required to report injuries promptly to their supervisor

Team Members must obtain an Order for Medical Attention before seeking medical care

Unless the employee has pre-designated his own physician, he must be seen by a designated medical facilities

Team Members are required to report to their supervisor after every doctor visit

Compass, LLC. has in place a written Injury and Illness Prevention Program (IIPP) as required by law. If you have not reviewed a copy of the IIPP please contact the Legal & Labor Department. It is your responsibility to read, understand and follow the Injury and Illness Prevention Program provisions applicable to your work assignment.

### **SECTION 3.16 CPR & FIRST AID CERTIFICATION**

A first aid kit is maintained and properly stocked at all times for use in the event of minor injuries. At client work sites, the first aid kit location is designated in the Emergency Assistance Plan. Should an injury occur, use common sense and do not hesitate to use 911 in the case of an emergency. You should be familiar with the safety and first aid procedures listed in your operational manual.

Title 17 regulations require all Compass, LLC, direct care team members to maintain current CPR & First Aid certifications. All team members must be certified prior to hire date and must maintain current certifications. Compass, LLC will schedule and pay for the certification course. If you choose to complete your certification on your own through another company you are responsible for that expense. If your certifications expire and you have failed to either renew and/or deliver proof of your CPR & First Aid renewal to your L&L representative, you may be removed from the schedule effective the expiration date. You may be restored to your working schedule upon completion and delivery of your renewal to your L&L representative, but you are not guaranteed your former working conditions, shifts, or clients.

Failure to renew your CPR & First Aid prior to its expiration date will result in disciplinary action, up to and including termination of employment.

### **SECTION 3.17 EMPLOYMENT OF RELATIVES**

Your relatives or domestic partner will not be eligible for employment with Compass, LLC, where potential problems of supervision, safety, security or morale, or potential conflicts of interest, exist. Relatives include a team member's parent, child, spouse, sibling, registered domestic partner, in-laws and step relationships.

If you and another team member marry or become related, and the potential problems noted above exist, only one of the two of you will be permitted to stay with Compass, LLC, unless reasonable accommodations can be made. You and the other involved team member must decide within thirty

(30) days of marriage who will remain with Compass, LLC. Absent any such decision, Compass, LLC, will make the decision.

### **SECTION 3.18 DATING CO-WORKERS**

If a romantic, casual dating, serious dating or other than a strictly professional relationship develops between you and a supervisor, a subordinate or another power-differentiated team member, or if a relationship between you and another team member affects Compass, LLC's business, Compass, LLC, may modify the work relationship by transferring you or the other team member to remove the supervisor-subordinate relationship or otherwise avoid potential business-connected consequences, consistent with the circumstances and the legitimate business interests of Compass, LLC. Compass, LLC will consider team members' suggestions to address the situation and matters identified in the previous policy concerning Employment of Relatives. A decision will be made at Compass, LLC sole discretion.

You are responsible to advise the Legal & Labor department within five (5) working days if a casual dating, serious dating, romantic or other than platonic relationship develops between you and another Compass, LLC team member who is your supervisor, subordinate or any other power-differentiated team member.

### **SECTION 3.19 ERGONOMICS**

Compass, LLC, has invested in providing a work environment that is safe for all employees. To lessen the risk of ergonomic hazards, the Company will make necessary adjustments to an individual's work station, educate employees on ergonomic safety and modify processes when deemed necessary to ensure the well-being and safety of our employees. You should report any ergonomic concerns to the Legal & Labor Department.

### **SECTION 3.20 CHEMICAL EXPOSURE WARNING**

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

### **SECTION 3.21 SUGGESTIONS**

Compass, LLC, encourages the free exchange of ideas and suggestions. We recognize that you are our greatest resource in uncovering improvement opportunities in the areas of cost savings, improved quality, client benefits, improved working conditions, improved communications and motivation.

### **SECTION 3.22 HOUSEKEEPING**

All constructive suggestions as to work-related improvements are encouraged, whether offered verbally or in writing.

Break rooms/client work site rooms are the responsibility of all team members and must be maintained in a presentable manner. Quite often guests/clients of Compass, LLC, use those facilities and they should not be subjected to dirty dishes, food particles or spilled liquids.

### **SECTION 3.23 VISITORS**

In the event you want to show the business office to family or friends, please check in with receptionist upon arrival to be escorted throughout the building by an authorized team member.

Your Supervisor will gladly arrange for such visits at a time, which is convenient to all concerned. This is privilege extended by Compass, LLC, and should not be abused.

All visitors at clients work sites must be approved by both client and supervisor and must be over the age of eighteen. All clients may request a visitor to leave at their discretion. Any team member who allows visitors not approved by both client and supervisor will receive disciplinary action up to and including termination.

Team members may not allow client to visit their own home without authorization from the supervisor.

### **SECTION 3.24 PETS**

We understand the desire to be with your pets. However, you are not allowed to bring your pet to work even if the client says it is OK. No pets are allowed at the client's house or work site. Unauthorized pets include, but not limited to, dogs, cats, birds, fish, and reptile. Violation of this policy may result in disciplinary action up to or including termination.

## **SECTION 4: EMPLOYEE BENEFITS**

### **SECTION 4.01 PAID SICK LEAVE – STATUTORY**

All eligible employees receive twenty-four (24) hours or three days of paid sick leave each year. Employees must work for thirty (30) or more days within a year from the commencement of employment to be eligible to receive the sick leave. If eligible, the sick leave will be deposited into the employee's account on the ninetieth (90<sup>th</sup>) day of employment for use through the end of the calendar year. Thereafter, twenty-four (24) hours or three (3) days of paid sick leave will be deposited into the employee's account on their anniversary month or July 1 if hired prior to Junly 1, 2015.

Employees must be employed for 30 or more days within a year from the commencement of employment to be eligible to receive the paid sick leave. Eligible employees may begin to use the sick leave on the ninetieth (90<sup>th</sup>) day of employment. Unused sick leave does not carry over from year to year and is not paid out at the termination of employment.

Paid sick leave can be used for the diagnosis, care or treatment of an existing health condition or for preventive care for yourself or your spouse, child, parent, registered domestic partner, grandchild,

grandparent, or sibling. It may also be used if you are a victim of domestic violence, sexual assault or stalking to obtain medical assistance, counseling, legal protections or other assistance to ensure your health and safety.

Paid sick time will be provided upon the employee's request. Employees may request to use their sick leave in any increment of at least one (1) hour or more. If the need for time off is foreseeable, the employee must notify his or her supervisor as soon as he or she is aware of the need. In an emergency situation, an employee should notify his or her supervisor as soon as practicable.

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

If your regular household assignment is with a client who lives Oakland or Emeryville, your sick leave benefit will follow that city's rules. See Legal & Labor for further information.

Non-Exempt Hourly Team Member may use Paid Time Off (PTO) for any time taken for illness, injury, medical or dental appointments.

Compass allows Salary Exempt Team Members time off with regular paid salary when on approved vacation or when time off is needed due to illness, injury, medical or dental appointments. Sick pay will be accrued and reflected on paystubs and will be deducted when time off is taken due to illness, injury, medical or dental appointments.

#### **SECTION 4.01A – PAID TIME OFF (PTO)**

Compass, LLC, allows its Full Time Life Guide 3 and ILS Coaches team members time off with pay. Compass, LLC provides accrued PTO to eligible employees to give a period of rest and relaxation away from work. This is not a right but a benefit that Compass, LLC wishes to allow. The benefits listed here may change. In the event of a change to policy notice will be given.

Team Members will be eligible to start accruing Paid Time Off (PTO) pay starting on the day after the employee successfully completes 90 days of employment. Overtime hours do not count toward accrual. After completion of 90 days, Full Time Hourly Non-Exempt Life Guide 3 (LG3) and ILS Life Coaches (ILC) who regularly work 30 or more hours per week will accrue paid time off (PTO) based on length of employment schedule. Calculation of length of employment includes years worked in the field, should the employee have promoted from the field to a management position. Furthermore the following schedule assumes continuous service. If the employee has separated from Compass, LLC, employment and returns to work, the Length of Service calculation begins anew at year 1. Upon separation, any accrued and unused PTO will be paid out at the employee's normal rate of pay.

If you need time off for anything other than illness or doctor's appointments you are expected to complete a Time Off Request (TOR) form and submit it to your immediate supervisor according to the policy described above. PTO must be used for any time off work, including doctor's visits,

sick time, vacations, or leave of absences. If you wish to take any time off in a single day you may use some of your accrued PTO or take the time off as personal and unpaid time.

PTO leave time when not used for unexpected illness time off must normally be scheduled and approved at least seventeen (17) days prior to commencement. You are encouraged to limit leave to five (5) day increments, but your supervisor may approve longer periods at their discretion. Priority for Scheduling PTO is:

1. Operational needs of the company and client needs
2. Length of service with the company and/or department

Hourly non-exempt team members will earn paid time off (PTO) each year. This time is “banked” and will carry over into the following year if not used. It will be reflected on your pay stub as you earn it. It is earned according to the following schedule:

Length of Service	Max Annual PTO Hours for Non-Exempt Management Team Members
Year 0-4:	48 hours
Years 5 - 8:	80 hours
Years 9+:	100 hours

- Maximum banked accrual is 100 hours, and PTO will not accrue above that if unused.
- Hours worked and paid at an overtime rate are not applied towards accrual rate.

During each pay period appropriate additions and subtractions will be made to your PTO “bank.” If any differences occur, the Compass, LLC records will prevail. You only accrue paid time off (PTO) when you are at work at your regular rate of pay. You do not earn PTO if you are not at work even when you are being paid for your absence. All PTO payments will be at the Premium and Standard rate of pay based on your assigned job at the time leave begins.

Accruals are done by pay periods, not calendar months. The number of hours you will be paid in any day or period cannot exceed the number of hours you would have worked or been scheduled to work. Any exceptions are at the discretion of the officers of Compass, LLC. Compass, LLC reserves the right to change, modify or cancel this or any other program without notice.

All accrued but unused PTO for Hourly Non-Exempt managers will be paid upon termination of employment.

## SECTION 4.02 HOLIDAYS

While our clients never get a holiday from their disability, we do recognize that as professionals you likely have loved ones you’d like to be with during the holidays. Therefore, in appreciation of your work, Compass, LLC, will pay one-and-a-half times (1.5 x) your premium rate of pay for any premium hours you work for Compass on one of the following holidays:

New Year’s Day

Thanksgiving Day  
Christmas Day

Exempt employees will receive their regularly scheduled paid during holidays.

## **SECTION 4.02 HOLIDAYS**

The holidays set forth below are recognized by Compass LLC:

- New Year's Day
- Labor Day
- Martin Luther King Day
- President's Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving Memorial Day
- Christmas Eve
- Christmas Day
- New Years Eve

The business office will be closed on those holidays listed.

If a recognized holiday falls on a Saturday, and is generally observed in this area on the preceding Friday, or if it falls on a Sunday and is observed on the following Monday, this practice will be followed by Compass, LLC.

## **SECTION 4.03 COMPANY DISCOUNTS**

The opportunity to purchase products from Compass, LLC, at a discount is a valuable benefit extended to all team members. This discount is limited exclusively to purchases for your own use and for gift giving.

Products may be purchased for CompCoins on [www.compasslovesu.com](http://www.compasslovesu.com). Availability will be determined by current production schedules, workload and inventory levels. This discount may be revised, adjusted or discontinued at the sole option of Compass, LLC, in the future.

## **SECTION 4.04 INSURANCE BENEFITS**

### **4.04a HEALTH INSURANCE**

Medical coverage is offered to all full-time employees in accordance with the Company's health insurance plans as set forth in the Summary Plan Description ("SPD"). Contact your benefits

administrator for specific details. In the event of an increase in medical insurance premium rates, employees may be required to contribute to the cost of increased premiums to retain coverage. Unless otherwise mandated by law, employees on a leave of absence are responsible for paying the premiums of continuing health coverage. Failure to timely request and pay for such coverage will result in the loss of coverage.

#### **4.04b DENTAL INSURANCE**

Dental coverage is offered to all full-time employees in accordance with the Company's dental insurance plan as set forth in the Summary Plan Description ("SPD"). Contact your benefits administrator for specific details. In the event of an increase in premium rates, employees may be required to contribute to the cost of increased premiums to retain coverage. Unless otherwise mandated by law, employees on a leave of absence are responsible for paying the premiums of continuing dental coverage. Failure to timely request and pay for such coverage will result in the loss of coverage.

#### **4.04c VISION INSURANCE**

Vision coverage is offered to all full-time employees in accordance with the Company's vision insurance plan as set forth in the Summary Plan Description ("SPD"). Contact your benefits administrator for specific details. In the event of an increase in premium rates, employees may be required to contribute to the cost of increased premiums to retain coverage. Unless otherwise mandated by law, employees on a leave are responsible for paying the premiums of continuing vision coverage. Failure to timely request and pay for such coverage will result in the loss of coverage.

#### **4.04d BASIC LIFE/AD&D INSURANCE**

An Basic life/AD&D Insrunace coverage is offered to all full-time management and administrative employees in accordance in accordance with the Company's Life/AD&D insurance plan as set forth in the Summary Plan Description ("SPD"). Contact your benefits administrator for specific details. In the event of an increase in premium rates, employees may be required to contribute to the cost of increased premiums to retain coverage. Unless otherwise mandated by law, employees on a leave are responsible for paying the premiums of continuing vision coverage. Failure to timely request and pay for such coverage will result in the loss of coverage.

### **SECTION 4.05 COBRA (BENEFITS CONTINUATION)**

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives team members and their beneficiaries the opportunity to continue health insurance coverage under Compass, LLC, health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment or death of a team member; a reduction in a team member's hours or a leave of absence; a team member's divorce or legal separation; team member becomes entitled to Medicare; or a dependent child no longer meets eligibility requirements.

Under COBRA, you or your beneficiary pays the full cost of coverage at Compass, LLC, group rate. Compass, LLC, provides each eligible team member, if eligible, with a written notice

describing rights granted under COBRA when the team member becomes eligible for coverage under Compass, LLC, health insurance plan. The notice contains important information about the team member's rights and obligations.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) limits the circumstances under which coverage may be excluded for medical conditions present before you become eligible to enroll or are enrolled in health coverage that excludes coverage for preexisting medical conditions. You are entitled to a certificate that will show evidence of your prior health coverage. Please contact the Human Resource Department or the health plan administrator for further information concerning the certificate.

Additional continuation coverage is available under California law for team members and qualified beneficiaries, which supplements COBRA continuation coverage. Written notice will be provided to each eligible team member, if eligible, regarding important information about your rights and obligations.

#### **SECTION 4.06 401K RETIREMENT PLAN**

Compass, LLC, provides you access to our company retirement plan, a defined contribution plan commonly referred to as a "401(k)" plan, regardless of job title, provided you meet the eligibility requirements. See the 401k Plan Administrator for full details and eligibility requirements.

#### **SECTION 4.07 STATUTORY BENEFITS**

##### **4.07a STATE DISABILITY INSURANCE**

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

##### **4.07b TEMPORARY FAMILY DISABILITY INSURANCE (PAID FAMILY LEAVE)**

Compass, LLC. is required by California law to withhold an additional percentage of your wages to fund the Paid Family Leave Program (PFL). Employees covered by SDI are also covered under PFL. The benefits under this program are payable when you are required to take time off of work due to the illness of a seriously ill child, spouse, parent, registered domestic partner, grandparent, grandchild, sibling, parent-in-law or to bond with a newborn or newly placed child. Specific rules and regulations governing insurance payments are available from the Legal & Labor Department or your local EDD office.

Insurance benefits under this State program do not extend the length of leave available to an employee under the FMLA and the CFRA.



#### **4.07c UNEMPLOYMENT COMPENSATION INSURANCE**

The Company contributes to the Unemployment Insurance Fund on behalf of its employees. Specific rules and regulations governing unemployment are available from the Legal & Labor Department or your local EDD office.

#### **4.07d SOCIAL SECURITY**

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

#### **4.07e WORKERS' COMPENSATION INSURANCE**

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

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

All time off granted for this type of leave will be counted against your total twelve-week entitlement under FMLA and applicable state laws as described in the Leave of Absence section of these guidelines.

### **SECTION 4.08 ADMINISTRATION OF COMPANY BENEFITS**

All employee benefit programs at Compass, LLC. are administered by the Company or its designated administrators. The Company reserves the exclusive authority and discretion to determine all issues of eligibility and questions of interpretation and administration of each benefit program.

### **SECTION 4.09 COSTCO MEMBERSHIP**

This membership is offered free of cost to employees who have been employed one (1) year or longer, all employment requirements are current and employment is in good standing. When enrolled the membership will automatically renew annually until termination of employment.

### **SECTION 4.10 HEALTHIEST YOU (HY)**

HealthiestYou is an app you can download on your smartphone to connect to a doctor, get treatment and get prescriptions. HealthiestYou is not health insurance, it is designed to complement, and not replace the care you receive from your primary care physician. This benefit is offered at no cost to all team members upon completion of 90 days.

## **SECTION 4.11 EMPLOYEE ASSISTANCE PROGRAM (EAP)**

EAP is a cost-free benefit program that assists employees with personal problems that may impact their job performance, health, mental and emotional well-being. This program is confidential and offers assessments, short-term counseling, referrals and follow-up for employees. Please contact Legal & Labor for further information.

## **SECTION 4.12 TEAM MEMBER RECOGNITION AND EARNED BONUS PROGRAM**

Compass, LLC, is honored to recognize its team members and following are the many way a team member can earn awards and bonuses:

### **4.12a Team Member Referral Bonus:**

A bonus will be awarded to those who referred a person to Compass, LLC, who becomes a team member. This bonus may be temporarily increased at Compass, LLC's sole discretion.

### **4.12b Outstanding Performance Bonus**

"Surprise" bonuses, ranging in the amounts of \$5.00 to \$300.00, will be awarded to those team members who provide outstanding service to our clients at the discretion of COMPASS administration.

### **4.12c CompCoins**

All field team members are eligible to earn CompCoins, Compass' internal reward system. These awards can be earned at any time from a supervisor for performing above the minimum acceptable standard. CompCoins may also be traded between team members when appreciation is deserved for supporting each other. CompCoins may be redeemed at Compass' intranet website, [www.compasslovesu.com](http://www.compasslovesu.com). If your employment is suspended for any reason, your CompCoin account will be suspended. Upon termination, any CompCoins left in your account have no cash value and will be automatically surrendered.

All gift cards purchased through [www.compasslovesu.com](http://www.compasslovesu.com) are subject to state and federal income tax. The gift cards you purchase will be taxed on the paycheck that corresponds to the pay period you purchased it in. This is in accordance with IRS tax law.

### **4.12d Team Member of the Month**

Each office will select a "Team member of the Month". That person will receive a certificate of commendation, a companywide announcement. The criteria are as follows: employed for three (3) months, employment status in good standing, employment requirements are current, meeting participation, shift attendance, flexibility and exemplary job performance, and strong demonstration of Compass, LLC, values.

#### **4.12e “FISH” Award**

“FISH” Awards: A certificate of commendation and a gift will be awarded to team members in each region who best personify the four FISH philosophies.

#### **4.12f Household Bonus**

- **Employees eligible to receive bonus:**
  - SLS Department:
    - Life Guide 1
    - Life Guide 2
    - Life Guide 3
    - Case Facilitator
    - SLS Supervisor, if carrying a caseload
- **Bonus calculation period:**
  - Monthly – first of month to end of month
- **Effect of employment termination on bonus**
  - Payment of the bonus is contingent on the employee remaining employed by Company for the entire applicable month.
  - If the employee’s employment is terminated by the employee before the end of the applicable month, then the employee is not entitled to be paid any part of the bonus for that month.
  - If the employee’s employment is terminated by the Company before the end of the applicable month, and the Company did not have valid cause for the termination, based on the conduct of the employee, then the amount of any earned bonus will be pro-rated based on the proportion of days in that month the employee was employed by the Company.
  - If the employee’s employment is terminated by the Company before the end of the applicable month, and the Company had valid cause for the termination, based on the conduct of the employee, then the employee is not entitled to be paid any part of the bonus for that month.
- **Payment of Bonus:**
  - An earned bonus for a month will be paid on first payday after the Company determines that the bonus was earned. Generally the Company will be able to determine that a bonus is earned for a month after the first payday in the following month. Accordingly, a bonus, if earned, will generally be paid on the second payday in the month which follows the applicable month.
  - Employee will receive a detailed earning statement via email.

## **SECTION 4.14 ANNUAL AWARDS**

The following awards will be given at the end of each year to team members in each region. Management may choose not to give away an award if there is no team member deserving in a specific region.

### **4.14a Life Guide of the Year Award**

Life Guide of the Year Award: A Certificate of Commendation and a gift will be awarded to the LG in each region deserving recognition for exceptional service to the clients and our agency at the end of the year.

### **4.14b Independent Life Coach of the Year Award**

A Certificate of Commendation and a gift will be awarded to the ILC in each region deserving recognition for exceptional service to the clients and our agency at the end of the year.

### **4.14c Life Guide 3 of the Year Award**

A Certificate of Commendation and a gift will be awarded to the TL in each region deserving recognition for exceptional service to the clients and our agency at the end of the year.

### **4.14d Founders Award**

A Certificate of Commendation and a gift will be awarded to the management member who best exemplifies what outstanding leadership at Compass looks like, especially going above the required duties outlined in their job outcomes description as well as maintaining Compass Values at all times.

## SECTION 5: LEAVES OF ABSENCE

Compass, LLC, may grant leaves of absence to employees in certain circumstances. It is important to request any leave in writing as far in advance as possible, to keep in regular contact with the Legal & Labor Department during your leave and to give prompt notice if there is any change in your return date. If your leave expires and you have not contacted the Legal & Labor Department, it will be assumed you have abandoned and terminated your employment. If you are unwilling or unable to return to work at the conclusion of any leave, your employment may be terminated.

This Handbook contains only a summary of the leaves that may be available. Some types of leave have detailed requirements regarding eligibility, duration, benefits, etc. Unless otherwise required by law, leaves are unpaid and benefits do not continue to accrue during the duration of your leave of absence. You should contact the Legal & Labor Department prior to taking any leave for information about leave requirements and ramifications.

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

### SECTION 5.01 FAMILY/MEDICAL LEAVES

Compass, LLC, recognizes that an employee may need to be absent from work for an extended period of time for family and/or medical reasons. Our Company complies with federal and state law provisions for family, medical and pregnancy disability leaves. The Company will grant these leaves to employees as required by state and federal law in effect at the time the leave is granted. We intend to grant leave benefits only to the extent the law requires.

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

Employees Who May Take Leave. Before you may seek a leave of absence you must:

- have been employed by the Company for at least 12 months; and
- have worked at least 1,250 hours in the previous 12 months; and
- work within 75 miles of 50 or more of our other employees.

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

- birth of your own child, birth of a child of your registered domestic partner or the placement of a child in your home for adoption or foster care; or
- to care for your spouse, registered domestic partner, child, registered domestic partner's child or parent who has a serious health condition; or

- for your own serious health condition, which makes you unable to perform your job duties; or
- because of any qualifying exigency arising out of the fact that your spouse, son, daughter or parent is a military member on active duty or called to covered active duty status.

Length of Leave Allowed. The maximum time you will be allowed to take leave, if you are eligible, is 12 workweeks in a 12-month period. This does not include leave time an employee is allowed because of pregnancy disability. The Company will use a "rolling" 12-month period measured backward from the date you begin a leave to determine how much leave time is available to you, unless another calculation is required by law. You may request a reduced workday or workweek, or intermittent leave that equates to a maximum of 12 workweeks, due to your own medical condition or that of a family member.

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

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

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

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

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

start of your leave. However, you may be required or permitted to use your accrued paid leave benefits.

Key employees may be subject to reinstatement limitations in some circumstances. If you are a key employee, you will be notified of such limitations on reinstatement at the time you request a leave.

Premium Cost Repayment. If you choose not to return to work from a leave allowed by this policy, you will be required to repay to us the premium amounts we paid during your leave, unless you do not return to work because of circumstances beyond your control.

## **SECTION 5.02 PREGNANCY DISABILITY LEAVE**

In addition to family and medical leaves, pregnant employees are entitled to take leave if they are disabled by the pregnancy, childbirth or a related medical condition. Pregnancy disability leave begins when the employee's health care provider certifies that the employee is unable to work because of a pregnancy-related disability. You may request a reduced workday or workweek or intermittent leave. The leave ends when the health care provider certifies the employee is able to return to work or after 17 1/3 weeks of total leave have been provided, whichever occurs first.

Family leave to care for a newborn child may be available following pregnancy disability leave.

FMLA runs concurrently with PDL, but CFRA does not.

## **SECTION 5.03 MEDICAL LEAVE OF ABSENCE**

A medical leave of absence without pay may be granted for up to 30 days to employees who are not eligible for other leaves at the discretion of Compass, LLC. A medical leave of absence can affect your medical benefit plan coverage. Ask the Legal & Labor Department for information about medical leaves of absence.

## **SECTION 5.04 PERSONAL LEAVE OF ABSENCE**

A personal leave of absence without pay may be granted for up to six (6) weeks to employees who are not eligible for other leaves at the discretion of Compass, LLC. A personal leave of absence can affect your medical benefit plan coverage. Ask the Legal & Labor Department for information about personal leaves of absence.

### **Eligibility and Policy**

All regular team members employed by Compass, LLC, for a minimum of one (1) year are eligible to apply for an unpaid personal leave of absence. Job performance, absenteeism and departmental requirements all will be taken into consideration before a request is approved. Approvals of the immediate supervisor, Regional Manager and Legal & Labor Manager are required. Requests for unpaid personal leave may be denied or granted by the company for any reason or no reason and are within the sole discretion of the company. Compass, LLC, reserves the right to terminate employment for any reason or no reason during the leave of absence.

While on leave an approved leave of absence a team member retains his or her employment status, including both longevity and eligibility for benefits, and, if enrolled in a benefit plan, their coverage. During the leave, he or she is still required to pay any required portion of the insurance premiums, and must do so prior to taking the leave of absence. If the team member fails to do so management will interpret the inaction as the team member's choice to withdraw from the insurance policy. In that event after the leave of absence is concluded, the team member will be eligible for re-enrollment at the next open enrollment season under normal eligibility policies.

### **Return to work/extension of leave**

A team member is required to return from the unpaid personal leave on the originally scheduled return date. If the team member is unable to return, he or she must request an extension of the leave in writing. Extensions of leave will be considered on a case-by-case basis; they are frowned upon and will only be granted in extreme circumstances beyond the team members control. If Compass, LLC, declines to extend the leave, the team member must then return to work on the originally scheduled return date or be considered to have voluntarily resigned from his or her employment. A team member's failure to communicate properly will trigger an automatic voluntary termination.

## **SECTION 5.05 FUNERAL OR BEREAVMENT LEAVE**

In the event of the death of your current spouse, registered domestic partner, child, parent, legal guardian, brother, sister, grandparent, grandchild or mother-, father-, sister-, brother-, son- or daughter-in-law, you may take up to seven (7) consecutive scheduled workdays off without pay with the approval of the supervisor. The supervisor may also approve additional unpaid time off.

For extenuating circumstances, additional emergency leave may be given at the discretion of your Supervisor.



## **SECTION 5.06 ORGAN DONOR AND BONE MARROW DONOR LEAVE**

Employees who have been employed by the Company for at least ninety (90) days will be granted a paid leave of absence not exceeding thirty (30) business days in any one-year period if that employee is an organ donor, for the purpose of donating his or her organ to another person. Employees will be granted a paid leave of absence not exceeding five business days in any one-year period to an employee who is a bone marrow donor, for the purpose of donating his or her bone marrow to another person. The one-year period is measured from the date the employee's leave begins and shall consist of twelve (12) consecutive months.

At the employee's initial receipt of bone marrow or organ donation leave, the Company may require that an employee take up to five (5) days of earned but unused sick leave for bone marrow donation and up to two weeks of earned but unused sick leave off for organ donation.

The Company may require written verification that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

## **SECTION 5.07 MILITARY LEAVE OF ABSENCE**

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

Advance notice of leave is required. Please inform your supervisor of anticipated military leave time as far in advance as possible. Accrued sick leave will be paid during military leave at your request and health plan coverage continuance can be arranged for up to twenty-four (24) months during military leave if required premium payments are made by you. As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in termination of employment.

## **SECTION 5.08 MILITARY SPOUSE'S LEAVE OF ABSENCE**

Employees can take up to ten unpaid days off when their spouse is on leave from military deployment. To qualify, you must work more than twenty (20) hours per week and your spouse must be a member of the Armed Forces, National Guard or Reserves who was deployed during a period of military conflict. To request a Military Spouse Leave of Absence, you must notify your supervisor within two business days of receiving notice that your spouse will be on leave. You will be required to provide written documentation certifying that your spouse will be on leave from military deployment during the requested time period.

## **SECTION 5.09 CIVIL AIR PATROL LEAVE**

Members of the Civil Air Patrol who have been employed at least ninety (90) days are eligible for an unpaid leave of absence of a maximum of ten days per calendar year for the purpose of

responding to an emergency operational mission of the California Wing of the Civil Air Patrol. Under normal circumstances, the leave for a single emergency operation mission shall not exceed three days.

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

Employees taking Civil Air Patrol leave are not required to exhaust accrued leave time but may do so at their election.

#### **SECTION 5.10 DRUG/ALCOHOL REHABILITATION ACCOMODATION**

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

While the Company generally encourages employees to take action to treat drug and alcohol problems, the Company will not reimburse employees for the costs incurred in attending a rehabilitation program. Employees may, however, use accrued sick leave or vacation time during a requested leave.

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

All time off granted for this type of leave will be counted against your total twelve-week entitlement under FMLA and applicable state laws as described in the Leave of Absence section of these guidelines.

#### **SECTION 5.11 TIME OFF FOR ADULT LITERACY PROGRAMS**

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

The Company will take reasonable steps to safeguard the privacy of employees who identify themselves as an individual with a literacy problem. An employee who wishes to identify himself or herself as such an individual can contact the Legal & Labor Department directly. Further,

individuals who are performing satisfactorily will not be subject to termination of employment because they have disclosed literacy problems.

While the Company generally encourages employees to improve their literacy skills, the Company will not reimburse employees for the costs incurred in attending a literacy program. Nonexempt employees may use vacation pay to make up for the work which is missed to attend literacy classes.

#### **SECTION 5.12 TIME OFF FOR REQUIRED ATTENDANCE AT SCHOOL OF SUSPENDED PUPIL**

If you are the parent or legal guardian of a child suspended from school and you receive written notice from the principal of the child's school requesting your attendance at the school, you are entitled to take an unpaid leave to attend, provided you give reasonable advance notice to the Company. Check with the Legal & Labor Department for eligibility and scheduling before taking any leave to attend.

#### **SECTION 5.13 SCHOOL OR DAYCARE ACTIVITIES LEAVE**

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

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

#### **SECTION 5.14 TIME OFF FOR DUTY AS ELECTION OFFICIAL**

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

#### **SECTION 5.15 TIME OFF FOR JURY AND WITNESS DUTIES**

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

Exempt employees will receive their regular salaries unless they do not perform any services during a workweek because of the jury or witness service. In other instances, employees may use accrued paid leave time that is otherwise available to the employee for this time off.

#### **SECTION 5.16 TIME OFF FOR VICTIM OF DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING – OBTAINING RELIEF FOR VICTIM AND CHILDREN**

Employees who are victims of domestic violence, sexual assault or stalking will be given time off as necessary to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order or other injunctive relief to help ensure the safety, health and welfare of themselves or their children. As a condition of taking time off, employees may be required to provide reasonable advance notice if feasible and documentation establishing the right to such time off. The Company will make every effort to maintain the confidentiality of any employee requesting such leave.

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

An employee may use accrued paid sick leave that is otherwise available to the employee for this time off.

#### **SECTION 5.17 TIME OFF FOR VICTIM OF DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING –ADDITIONAL TIME FOR VICTIM'S PARTICIPATION**

In addition to the time off permitted for victims of domestic violence, sexual assault or stalking to obtain relief to help ensure the safety, health and welfare of themselves or their children, time off will be given to the victim of domestic violence, sexual assault or stalking: 1) to seek medical attention for injuries caused by domestic violence, sexual assault or stalking, 2) to obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking, 3) to obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking or 4) to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation.

As a condition of taking time off, employees may be required to provide reasonable advance notice if feasible and documentation establishing the right to such time off. The Company will make every effort to maintain the confidentiality of any employee requesting such leave.

An employee may use accrued paid sick leave that is otherwise available to the employee for this time off.

#### **SECTION 5.18 TIME OFF FOR VICTIM OF CERTAIN FELONIES**

An employee who is the victim of certain crimes (violent felonies, felony thefts and serious felonies as defined by law) or is the immediate family member, registered domestic partner or

child of the registered domestic partner of such a victim will be given time off as necessary to attend judicial proceedings in relation to the crime. As a condition of taking time off, employees may be required to provide reasonable advanced notice if feasible and documentation establishing the right to such time off. The Company will make every effort to maintain the confidentiality of any employee requesting crime victim leave.

An employee may use accrued paid sick leave that is otherwise available to the employee for this time off.

#### **SECTION 5.19 TIME OFF TO ATTEND COURT PROCEEDINGS FOR CERTAIN CRIMES**

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

As a condition of taking time off, employees may be required to provide reasonable advance notice if feasible and documentation establishing the right to such time off. The Company will make every effort to maintain the confidentiality of any employee requesting such leave. An employee may use accrued paid sick leave that is otherwise available to the employee for this time off.

#### **SECTION 5.20 VOLUNTEER CIVIL SERVICE LEAVE**

If you are a volunteer firefighter, a reserve peace officer or emergency rescue personnel and intend to perform emergency duty during work hours, please alert a representative of the Company so that we are aware of the fact that you may have to take time off to perform emergency duty. In the event, you need to take time off for emergency duty or training, please alert your supervisor before leaving the Company premises.

#### **SECTION 5.21 VOLUNTEER CIVIL SERVICE TRAINING LEAVE**

If you are a volunteer firefighter, a reserve peace officer or emergency rescue personnel, you will be permitted to take temporary leaves of absence for the purpose of engaging in fire, law enforcement or emergency rescue training. This amount of leave permitted will not exceed an aggregate of 14 days per calendar year.

#### **SECTION 5.22 TIME OFF FOR VOTING**

If you do not have sufficient time outside of working hours to vote in a statewide election, then you will be allowed time off to go to the polls during working hours. You will be allowed off enough working time that, when added to the voting time available outside of working hours, will enable you to vote. This time off for voting shall be only at the beginning or end of your normal working shift, whichever allows the most free time for voting and the least time off from your regular working shift. The maximum number of hours that will be paid is two hours. Any additional time necessary will be without pay.

You must give reasonable notice of the need to have time off to vote. If on the third working day before the election you know or suspect that time off will be needed for you to vote, you must give the Company at least two working day's notice that time off under this policy is desired. You may be requested to bring a copy of your voting receipt upon your return.

## **SECTION 5.23 WORKERS' COMPENSATION LEAVE**

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

## **SECTION 6: IN CLOSING**

It is inevitable that new policies and benefits will need to be written from time to time and that old policies (including benefits) will need to be revised. While we reserve the right to make these changes without notice, we will strive to timely advise you of any changes affecting your employment.

We have attempted to be as comprehensive as possible in preparing this Handbook. However, this Handbook is not a contract of employment. It merely establishes guidelines to govern our daily activities. Should you need further information, or if you would like to discuss any policies in the Handbook, please feel free to speak to your Supervisor, the Legal & Labor Representative or the company officers.

This update of the Compass, LLC, team member handbook and polices supersedes any previous versions

Many Company policies and employee benefits have been outlined only briefly in this Handbook. If you have any questions or want more information, contact your supervisor, the Legal & Labor Department, or the company officers. It is your responsibility to learn the Company policies.

**ACKNOWLEDGMENT & AGREEMENT (EMPLOYEE COPY)**

I have received my copy of Compass, LLC.'s Employee Handbook. I have read and understand each of the policies in the Handbook and agree to abide by the Company's policies.

I understand and agree that my employment is at-will and may be terminated by me or the Company with or without advance notice and with or without "cause." This Acknowledgment and Agreement sets forth the entire agreement between the Company and me regarding the nature of my employment and is the final expression of our agreement. This Acknowledgement and Agreement supersedes any and all prior agreements or understandings, written or oral, regarding the nature of my employment.

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

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

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*Employee Name*

---

*Employee Signature*

---

*Date*

This copy remains with Handbook for employee's reference.

**ACKNOWLEDGMENT & AGREEMENT (EMPLOYER COPY)**

I have received my copy of Compass, LLC.'s Employee Handbook. I have read and understand each of the policies in the Handbook and agree to abide by the Company's policies.

I understand and agree that my employment is at-will and may be terminated by me or the Company with or without advance notice and with or without "cause." This Acknowledgment and Agreement sets forth the entire agreement between the Company and me regarding the nature of my employment and is the final expression of our agreement. This Acknowledgement and Agreement supersedes any and all prior agreements or understandings, written or oral, regarding the nature of my employment.

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

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

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*Employee Name*

---

*Employee Signature*

---

*Date*

Return this copy to the Legal & Labor Department.



## **Addendum 1**

### **Substance Abuse Policy/Program**

We are concerned about the use of alcohol in the workplace. This concern is based upon the effect that the use of alcohol has on your performance on the job. Use of alcohol on the job adversely affects your work performance, efficiency, safety and health and therefore seriously impairs your value to Compass, LLC. In addition, the use of alcohol on the job constitutes a potential danger to the welfare and safety of other team members and exposes Compass, LLC, to the risks of property loss or damage or injury to other persons.

Similarly, Compass, LLC, requires and demands a workforce and workplace free of illegal substances (any drug which (a) is not legally obtainable, (b) is legally obtainable but has not been legally obtained or (c) marijuana or marijuana products, even if used with a physician's prescription, cocaine, methamphetamine, or any other substance deemed illegal by the Federal Government. The term includes prescribed drugs not legally obtained and prescribed drugs not being used for the prescribed purposes.) This requirement is based upon the fact that any measurable amount of an illegal drug may render the team member physically or mentally impaired. While Compass, LLC, recognizes your right to your own lifestyle, Compass, LLC, will not accept the risk that on-the-job or off-the-job drug abuse by you may cause or contribute to accidents or other job performance problems.

Furthermore, the use or being under the influence of any legally obtained drugs by you while performing Company business or while in a Company facility is prohibited to the extent such use or influence may affect the safety of co-workers, members of the public, your job performance or the safe or efficient operation of Compass, LLC, facility. The term "legally obtained drugs" includes prescribed drugs and drugs which have been legally obtained and are being used for the purpose for which they were prescribed or manufactured. If you feel or have been informed that the use of a legal drug may present a safety risk, you are to report such drug use to the Human Resource Representative or a company officer.

In order to provide you with some guidance concerning unacceptable behavior, Compass, LLC, strictly prohibits the following:

1. Possession, use, or working under the influence of alcohol and/or an illegal substance.
2. Distribution, sale, dispensing, manufacture or purchase of illegal controlled substances or controlled substances used in an illegal way at the worksite.
3. Driving a Company vehicle at any time or your personal vehicle on Company business while under the influence of alcohol or an illegal substance.
4. The use of, or under the influence of, any controlled substance, including prescription drugs, if such use or influence may affect the safety of co-workers, members of the public, your job performance or the safe or efficient operation of Compass, LLC, facility.

In order to enforce this policy, Compass, LLC, reserves the right to conduct searches of all property on Company premises, including but not limited to contents of lockers, brief cases, purses, desks, file cabinets, and vehicles parked on Company property and implement other

measures necessary to deter abuse of this policy. Failure or refusal to cooperate may be grounds for disciplinary action up to and including termination of employment.

If you have chemical dependencies (alcohol or drugs) Compass, LLC, will encourage and assist you to seek treatment and/or rehabilitation. To this end, if you desire such assistance you should request a treatment or rehabilitation leave without pay.

If you violate the above rules and standards of conduct you are subject to discipline, up to and including immediate termination, even for a first violation. Compass, LLC, may also bring the matter to the attention of appropriate law enforcement authorities.

### **Reasonable Suspicion Testing**

You will be tested for the presence of drugs and/or alcohol if reasonable suspicion exists to indicate that your ability to perform your work or to work safely may be impaired. Also, if there is reasonable suspicion of your possession, distribution, dispensing, manufacture of illegal drugs, or usage of alcohol or illegal drugs at the workplace, reasonable suspicion testing will be required. During testing you will be placed on immediate suspension without pay.

If you fail the drug test and/or have alcohol present at the levels set forth by Compass, LLC, your employment may be terminated.

If you refuse or otherwise fail to comply with the required suspicion-based testing process you will be subject to immediate suspension without pay followed by termination of employment.

Any drug test specimen that is diluted or with no temperature readings will be considered a failed drug test. A failed drug test will result in immediate suspension without pay followed by termination of employment.

### **Off-The-Job Conduct**

In the case of illegal conduct relating to drugs during non-working hours, you are subject to disciplinary action up to and including termination. Based on the judgment of management regarding the circumstances of the case, you may be referred for treatment/rehabilitation rather than subjecting you to disciplinary action for violation of this policy.

### **Rehire Following Termination for Substance Abuse**

If your employment is terminated for violation of the policy contained in this Section 3.11, you may be considered for rehire after one year following termination and upon providing competent written medical opinion attesting to your full recovery from drug/alcohol abuse.