

**OK LTD, LLC**



**EMPLOYEE HANDBOOK**

**January 2022**

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## **INTRODUCTION**

Welcome to BrightStar Care! We are excited to have you join our team.

This Employee Handbook contains information about the employment policies and practices of OK LTD, LLC dba BrightStar Care (“BrightStar Care”) in effect at the time of publication. Except for employment at-will status and arbitration agreement, BrightStar Care 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 Owners of BrightStar Care, 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 Owners have the authority to make any such agreement, and then only in writing signed by the Owners 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. Such prior policies shall have no force or effect after the effective date of this Handbook.

### **EMPLOYEE RESPONSIBILITY**

It is the responsibility of each employee to learn and abide by all Company policies, including those contained in this Handbook. If you are unclear on any policy, ask the Human Resources Manager. Failure to follow any of the Company’s policies will result in disciplinary action, up to and including termination.

### **AT-WILL EMPLOYMENT**

Employment at BrightStar Care is employment at-will. While we hope our employment relationship will be a satisfying and mutually beneficial one, nothing in this Employee Handbook creates, or is intended to create, a promise or representation of continued employment for any employee. 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 BrightStar Care.

## **COMPANY POLICIES & PRACTICES**

### **EQUAL EMPLOYMENT OPPORTUNITIES**

It is the policy of BrightStar Care to make all employment decisions without regard to an individual's race (or characteristics associated with race, including protected hairstyles), 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. BrightStar Care is an equal opportunity employer and strictly prohibits unlawful discrimination by any employee, including managers, supervisors, and coworkers. 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 mental disabilities, medical conditions, or the sincerely held religious beliefs 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 Human Resources Manager. 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.

### **PROHIBITED HARASSMENT**

BrightStar Care maintains a strict policy prohibiting harassment because of an individual's race (or characteristics associated with race, including protected hairstyles), 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 BrightStar Care and prohibits such harassment by any employee of the Company, including managers, supervisors, and coworkers. 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.

## **PROHIBITED RETALIATION/WHISTLEBLOWER PROTECTION**

BrightStar Care 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. BrightStar Care 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.

Nothing in this handbook prevents you from discussing or disclosing information about unlawful acts in the workplace, such as harassment, discrimination, or any other conduct that you have reason to believe is unlawful. Employees are expected to report any suspected unlawful acts using the complaint procedure outlined in this Handbook below. Additionally, if you believe you have been subjected to retaliation, please follow the complaint procedure outlined in this Handbook below.

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

BrightStar Care encourages you to report all incidents you believe violate the Company's policies against discrimination, harassment, or retaliation whether you feel they are directed at you or another person. You should provide a complaint, preferably in writing, to your own or any other Company

supervisor or the Human Resources Manager as soon as possible after the incident or incidents you believe violate 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 Human Resources Manager. An appropriate person will be designated to undertake a prompt and impartial investigation of the complaint and document the findings. When the investigation is complete, a determination regarding the complaint 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 and employees are required to cooperate with the investigatory process when called upon.

If the Company determines that a violation of policy has occurred, BrightStar Care 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 measures taken by the Company. BrightStar Care 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).

## **OPEN DOOR POLICY**

At some time or another, you may have a suggestion, complaint or question about the Company, your job, working conditions or the treatment you or others 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 Human Resources Manager, preferably in writing, who will address your concerns. The Owners of BrightStar Care, as with all management, maintain an open-door policy and encourages employees to approach them on any matters pertaining to employment at BrightStar Care.

BrightStar Care takes all employee concerns seriously and attempts to resolve them as soon as possible to everyone's satisfaction.

## **EMPLOYMENT CLASSIFICATIONS**

The employment classifications listed below do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at any time is retained by both the employee and employer. Employees at BrightStar Care are classified by the Company as follows:

### **ADMINISTRATIVE STAFF CLASSIFICATIONS**

Regular Full-Time Employees: Full-time employees are employees who are normally scheduled to work 40 hours per week and are eligible for benefits as outlined within this handbook.

Regular Part-Time Employees: Part-time employees are employees who are normally scheduled to work fewer than 40 hours per week and are not eligible for benefits other than those required by law.

### **FIELD STAFF CLASSIFICATION**

Per Diem: All field staff including LVN, RN, HCA, HHA, CNA work on a per diem basis. Due to the nature of our work, there is no guarantee of work from day-to-day and there is no guarantee of hours.

Inactive Status Employees: Employees placed on inactive status due to a leave of absence or work-related injury may not continue to accrue benefits or seniority unless otherwise mandated by law.

In addition to the above classifications, each employee will belong to one other employment category:

Exempt Employees: Exempt employees are 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 Employees: Nonexempt employees are 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."

Individuals working through an employment agency (leased employees, etc.) and those working as independent contractors (whether working in administrative or field capacities) 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 Human Resources Manager.

## **PERFORMANCE EVALUATIONS**

Performance evaluations will be conducted periodically. Evaluations are generally conducted on a semi-annual basis. Evaluations may also be conducted in relation to job changes, transfers, etc. The purpose of evaluations is to let you know how well you are performing and whether you have any performance problems. Performance evaluations can be verbal or written, formal or informal. How you are rated on these evaluations in no way changes the at-will employment relationship.

You will have the opportunity to submit your own comments to any and all performance evaluations submitted by your supervisor. Your comments must be submitted in writing to your supervisor or to the Human Resources Manager.

## **PERSONNEL RECORDS**

The information recorded in your personnel file is extremely important to you and to BrightStar Care. 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 Human Resources Manager in writing immediately. You may add to the file your version of any disputed item in your personnel file.

You have a right to inspect and/or receive copies of certain personnel and payroll records, as provided by law. You also have a right to receive copies of documents that you have signed related to obtaining or holding your job.

In order to inspect and/or receive a copy of your records, you or a representative authorized in writing by you, must submit to the Human Resources Manager a written request identifying the date the request is being made and designating the records that you want to review and/or receive copies of; an oral request is adequate when requesting payroll records only. Alternatively, you may request from the Human Resources Manager an employer-provided form to fill out and return to the Human Resources Manager.

The requested inspection and/or copies will be made available at a mutually convenient time no more than 30 days (21 days for payroll records) from the date that the Company receives the request from you or the authorized representative. The time you spend inspecting the records is considered non-work time. If copies are requested, you may be required to pay for the actual cost of reproduction.

## **WORKING HOURS**

Normal working hours at Brightstar Care vary based on the needs of each individual client. The office hours are Monday through Friday from 8:00 am to 6:00 pm. The work schedule for full-time nonexempt employees is normally 40 hours per week and your supervisor will assign your work schedule. Employees are expected to adhere to their assigned work schedule. Your work schedule may be changed for such reasons as to better serve the client, fluctuations in workload, or the reorganization of your team's responsibilities. Changes to your work schedule should not and will not interfere with the laws governing meal and rest periods.

## **OVERTIME**

The Company provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law. For overtime pay calculation purposes for nonexempt employees, the workweek at the Company begins Monday at 12:01 am and ends the following Sunday at midnight. The workday begins at 12:01 am and ends at midnight. Your supervisor will notify you when overtime work is required. Prior verbal authorization from your supervisor must be obtained before working any overtime.

## **DAY OF REST**

Supervisors may not require any employee to work more than 6 days in each workweek without prior approval from the Human Resources Manager, unless the employee's hours for the week will not exceed 30 hours for the week or more than 6 hours in any given day. An employee may be scheduled to work for twelve consecutive days as long as they receive at least one day off in each workweek.

Nonexempt employees may request to work a seventh day in the workweek in order to pick up extra hours when available. Employees must submit their request in writing to their supervisor for approval. All such requests should be forwarded to the Human Resources Manager.

## **PUNCTUALITY AND ATTENDANCE**

Each employee plays a vital role in the success of our operations. Regular and predictable attendance and punctuality is an essential function of your position. Therefore, you are expected to be at work on time each day and to adhere to your work schedule.

If you are going to be late or absent from work for any reason, you must personally notify your supervisor as far in advance of your scheduled start time as possible, but no less than one hour prior to the beginning of your shift, so that arrangements can be made to handle your work during your absence. If you cannot provide advance notice, you are expected to notify your supervisor as soon as possible and explain the circumstances. Leaving a message does not qualify as notifying your supervisor; you must personally contact your supervisor. You must call your supervisor on each day you will be absent from work unless you are on an approved leave of absence. However, merely calling your supervisor to report your absence does not mean that the absence will be considered excused. Examples of absences that may be classified as unexcused or excessive include: 1) an employee taking time off for personal reasons without prior approval from their supervisor regardless of whether the employee has accrued PTO to cover the absence, and 2) absences due to illness that are not covered by the employee's accrued paid sick leave, an approved leave of absence, or specifically excused by law.

If you must leave work early, you are required to personally contact your supervisor and obtain permission.

If requested, you must provide written verification of the reason for your absence unless the law exempts verification. Presenting verification of your absence does not mean the absence is excused and that it will not be counted against your overall attendance record. However, any absence or tardy that is specifically excused by law will not be counted against your attendance record.

While the Company understands you may need to be absent from work for a variety of legitimate reasons, absenteeism, and tardiness, even for good reasons, burdens your fellow employees and hinders our operations. For that reason, excessive unexcused absenteeism and tardiness will not be tolerated.

More than three (3) instances of tardiness by a nonexempt employee during any twelve-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 contacting your supervisor and the absence continues for a period of two (2) business days, the Company will consider that you have abandoned your job and voluntarily resigned your employment.

### **MAKE-UP TIME**

Brightstar Care may permit employees to take personal time off during the workweek and make up work time that is or would be lost as the result of such personal time off.

Make-up time must be requested in writing by you and approved in advance by your supervisor. Make-up time must be worked during the same workweek as the time missed. You are permitted to work up to 11 hours in one day, without incurring overtime, while making up missed time. Under no circumstances are employees permitted to work more than 11 hours in one day for purposes of make-up time.

### **ALTERNATIVE WORKWEEK**

Brightstar Care may implement a new alternative workweek schedule for employees in the specific units. The new schedule will be implemented only if at least two-thirds (2/3) of the employees in the affected work unit approve the arrangement by a secret ballot vote. If the employees vote for the alternative work schedule, employees in the work unit will sign a written agreement verifying their agreement to work the alternative workweek schedule.

Although two-thirds of the employees must vote in favor of the alternative workweek schedule, it is possible that current employees in the affected work unit may not be required to work under the new schedule. Brightstar Care will make reasonable efforts to accommodate those employees who participate in the election but who are unable to work the alternative workweek schedule.

The alternative workweek schedule will be a variation from a standard eight-hour day, five-day workweek. Under a standard five-day/eight-hour workweek, employees are entitled to overtime pay as follows: (a) time and one-half for any hours over 40 in one workweek or for any hours over eight in one day up to 12 hours in a workday or for the first eight hours worked on the seventh consecutive day of work in a workweek; (b) double time for any hours over 12 in a workday or all hours worked in excess of eight hours on the seventh consecutive day of work in a workweek.

Under an alternative workweek schedule, employees will receive straight-time pay for the first 10 hours of work on each scheduled workday during the workweek. All work in excess of 10 hours per day and any work in excess of eight hours on a day not regularly scheduled under the alternative workweek agreement shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay. Any hours worked beyond 40 hours per week will be paid at least at one and one-half (1-1/2) times the employee's regular rate of pay. But daily and weekly overtime pay may not be earned on the same work hours. If an employee is required to work fewer hours than those that are regularly scheduled by the agreement, Brightstar Care will pay the employee time and one-half (1-1/2) for hours worked in excess of eight hours on that day.

If employees vote to adopt the alternative workweek schedule, employees covered by this agreement will receive a 15-minute rest period for each four hours of work or fraction thereof. Employees will be provided at least a 30-minute unpaid meal. The rest and meal periods will be provided in each work period of more than five hours unless the nature of the employee's work prevents the employee from

being relieved of all duty and Brightstar Care and employee have a written agreement permitting an on-duty paid meal period. Employees who work more than 10-hours in a workday but less than 12-hours in a workday may agree to waive the second meal period by signing a written agreement that is approved by Brightstar Care. An employee may revoke that waiver at any time by providing Brightstar Care with at least one day's written notice.

Each employee will be advised in advance of his/her work schedule for each work week. As always, Brightstar Care must reserve the right to schedule employees to work in a manner that responds to its needs and responsibilities. Accordingly, variations to work schedules may be necessary from time-to-time, just as they have been in the past.

After a lapse of 12 months from the election and upon petition of one-third of the employees eligible to vote, a new vote by secret ballot may be taken. A two-thirds vote of the eligible employees will be required to rescind this schedule. If the schedule is revoked, Brightstar Care will comply within 60 days, unless it petitions the Division of Labor Standards Enforcement for an extension because of undue hardship.

Brightstar Care may, in its sole and absolute discretion, terminate the use of the alternative workweek schedule provided for in the Agreement upon advance notice to the affected employees of at least one pay period. In such event, Brightstar Care may institute a different schedule, workweek, or work period that is consistent with the applicable legal requirements.

Any questions regarding the possible effects of the proposed scheduling arrangement on an employee's wages, hours, or benefits should be directed to your immediate supervisor, or your Human Resources Department.

## **TIME RECORDS**

Time records must be accurately completed within the Company's timekeeping system by nonexempt employees. Each time record must show the exact time worked and the meal periods taken. All hours must be recorded. Working "off-the-clock" is strictly prohibited. Absences and overtime must be accurately identified on your time record. Based on the electronic nature of our time logging system, when you log into our application using your unique password you are effectively signing your time record certifying 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, unless otherwise noted on your time record.

You cannot record time and/or submit a time record for another employee or allow another employee to record or submit your time record. You must authorize and submit your own time record.

Exempt employees must report all full day absences away from work and any partial day absences in accordance with applicable time off benefit policies as stated in this Handbook. Deductions from an exempt employee's salary will be made only in accordance with applicable law.

You should immediately contact the Human Resources Manager with any questions concerning your pay so that inadvertent errors can be corrected.

## MEAL PERIODS

The Company provides all nonexempt employees with duty-free, uninterrupted meal periods in accordance with the law. Your supervisor may schedule your meal period but in the event your supervisor is absent, you are responsible for taking your meal period within the required timeframe.

You must start the meal period before the end of the fifth hour of work. This means no employee shall work for more than 4 hours and 59 minutes without an opportunity to take an unpaid meal period of at least thirty (30) minutes (see table below for an example). In order to ensure that you have the opportunity to take your meal period within the required timeframe, the first meal period must be scheduled no later than 4 hours and 45 minutes after the start of the workday. The purpose of this is to create a buffer in case you are prevented from leaving your work immediately at the planned time.

For example, if your day begins at 8:00 am, your first meal period should be scheduled to begin at 12:45 pm but must always begin before (not at) 1:00 pm:

HOUR OF WORK	CLOCK
1 <sup>ST</sup>	8:00 - 8:59
2 <sup>ND</sup>	9:00 - 9:59
3 <sup>RD</sup>	10:00 - 10:59
4 <sup>TH</sup>	11:00 - 11:59
<b>5<sup>TH</sup></b>	<b>12:00 - 12:59</b>
6 <sup>TH</sup>	1:00 - 1:59
7 <sup>TH</sup>	2:00 - 2:59
8 <sup>TH</sup>	3:00 - 3:59
9 <sup>TH</sup>	4:00 - 4:59
<b>10<sup>TH</sup></b>	<b>5:00 - 5:59</b>

The Company prohibits employees from performing any work on behalf of the Company during their meal period. Employees are free to do whatever they want during their meal periods and when doing so should ensure they return to work on time. The Company prohibits management or other employees from interrupting an employee who is on a meal period.

If your workday will be completed within a total of six hours, you may waive the meal period with prior written approval from your immediate supervisor or the Human Resources Manager. If an employee's workday is greater than six hours the first meal period cannot be waived.

Nonexempt employees who work more than ten hours in a day are provided with a second duty-free, uninterrupted 30-minute unpaid meal period. No employee shall work for more than 9 hours and 59 minutes without an opportunity to take an unpaid meal period of at least thirty (30) minutes. In order to ensure that you have the opportunity to take your second meal period within the required timeframe, the second meal period must be scheduled no later than 9 hours and 45 minutes after the start of the workday. The purpose of this requirement is to create a buffer in case you are prevented from leaving your work immediately at the planned time.

If your workday exceeds ten hours of work time, you may waive the second meal period only if you have taken the required first duty-free, uninterrupted 30-minute unpaid meal period and your workday

will not exceed 12 hours. To waive the second meal period, you must receive prior written approval from your immediate supervisor or the Human Resources Manager.

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

## **REST PERIODS**

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

- No rest period 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
- A third 10-minute rest period for shifts 10 to 14 hours in length

Your supervisor may schedule your rest periods and whenever practical rest periods should be taken in the middle of your work period. As a general rule in an eight-hour shift, an employee's first 10-minute rest period should be taken before the first meal period and an employee's second 10-minute rest period should be taken after the first meal period. Shorter or longer shifts and other factors that make such scheduling impracticable or infeasible may alter this general rule.

Rest periods are paid work time; they cannot be waived by the employee in order to shorten the workday or used towards additional time off. Rest periods cannot be combined with an employee's meal period. Employees are free to do whatever they want during their rest periods and when doing so should ensure they return to work on time. Do not take more than 10 minutes for each rest period provided under this policy.

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

## **LACTATION ACCOMMODATION/BREAK**

Employees desiring to express breast milk for the employee's infant child may request a lactation accommodation by notifying the Human Resources Manager in writing of the need for accommodation. Unless the Company provides the employee with a written response stating the reasons why the lactation accommodation cannot be provided due to an undue hardship, the employee will be provided a reasonable amount of time and a safe and clean secluded area in close proximity to the employee's work area so that this may be done in private. The location shall be clean and sanitary, and shall provide seating, a surface area to place necessary equipment and personal items, and access to an appropriate power source as needed to operate a breast pump. Access to a sink and running water, and a suitable cooling device will also be provided in close proximity.

Ask the Human Resources Manager for information about lactation accommodation. This time shall coincide with the employee's regularly scheduled rest and meal periods to the extent possible. If a lactation break is taken outside of or extends beyond a paid rest period or unpaid meal period, a nonexempt employee must record the additional time on the timesheet as unpaid time. BrightStar Care encourages you to report all incidents you believe violate your rights under the Company lactation accommodation policy to the Human Resources Manager. Complaints may also be filed with California's Labor Commissioner.

## **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 they are 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 workday 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.

## **PAYDAYS**

Paydays at BrightStar Care are every Friday. Direct deposit slips or checks are generally available after 4:00 pm and will be distributed by the Human Resources Manager or a designee at the office. If a normally scheduled payday falls on a holiday, paychecks will be distributed the preceding day whenever possible, but no later than the following business day.

A written, signed authorization is required for mail delivery or for delivery of your paycheck to any other person. If you have direct 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.

If a garnishing wage order is received by BrightStar Care for one of our employees, we are obligated by law to comply with the demand. The affected employee will receive notice from their supervisor or the Human Resources Manager as soon as possible.

## **CALL-IN PAY**

BrightStar Care will pay a minimum of two hours or the actual hours worked (whichever is greater) to any nonexempt employee who is required to report to duty on an unscheduled day.

## **REPORTING TIME PAY**

Nonexempt employees who report to work as scheduled but are sent home any time before the end of the first half of their shift because no work is available will be paid for at least half of their scheduled hours with a minimum of two and a maximum of four hours paid. Employees will not be eligible for reporting time pay in the following situations:

- The employee was provided advanced notice of a schedule change, but reported to work anyway
- The employee could not complete schedule due to illness/injury
- When operations cannot begin or continue due to threats to employees or property, or when civil authorities recommend that work not begin or continue
- Interruption of work due to a failure of public utilities
- Interruption of work due to natural causes beyond the Company's control

## **SPLIT SHIFTS**

A split shift is two distinct periods of work separated by more than a one-hour non-work period during the day. Employees requesting the ability to work a split shift must submit all such requests in writing for approval by their supervisor. Supervisors are required to forward all such approved requests to the Human Resources Manager. Supervisors may not schedule employees for a Company required split shift without first obtaining approval from the Human Resources Manager.

## **MANDATORY MEETINGS & TRAINING**

BrightStar Care will pay nonexempt employees for time spent attending meetings and training programs outside of regular working hours under the following conditions:

1. Attendance is mandated by the Company; 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. The Company will pay for all training costs or tuition associated with mandatory training for all employees. Do not assume a meeting or training program is approved for reimbursement or pay by the Company 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 the Human Resources Manager.

## **COMPANY CREDIT CARDS**

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

## **EXPENSES**

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

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

Company vehicles are the property of the Company. Employees who utilize Company vehicles have a responsibility to maintain the vehicle they are assigned. Employees who drive a Company vehicle or their own vehicle on Company business are required to be fully licensed and insured in accordance with state and federal law. You must notify your supervisor of any changes to your driver's license status. DMV registration, insurance documentation and all other required documentation are to be kept in the Company vehicle's glove box at all times.

Personal vehicles must be maintained in a safe and legal operating condition if they are intended to be used on Company business. All vehicle parts and accessories must be in working order, including but not limited to, undamaged windshields, fully operational vehicle lights and signals, and all tires must be properly inflated and have the state-mandated minimum tire tread depth. Employees are responsible for the cost of maintenance and upkeep of their personal vehicles used for business purposes. Employees are prohibited from driving any vehicle in an unlawful or unsafe condition while on Company business.

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, while 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.

## **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 BrightStar Care'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. Prior authorization must

be obtained before any Company property may be removed from the premises. When the Company has a compelling legitimate business reason, it reserves the right to inspect personal property of the employee including handbags, lunch bags, or any vessel used that may contain a tangible item.

## **HOUSEKEEPING**

The general appearance of the premises results from a team effort, and your participation is expected. It is your responsibility to keep your work area neat, clean, and organized. Doing so increases your ability to perform effectively and is important to our image with the public. In addition to your work area, please clean up after meals and assist in maintaining the cleanliness in restrooms and other public areas.

## **VIDEO MONITORING**

Facilities may be monitored by closed circuit video security cameras 24 hours a day. Although the main purpose of video surveillance is to protect facilities and equipment from theft and destruction, all surveillance footage may be used for performance management issues if applicable. When you work in monitored areas realize that cameras and footage may be observed both in real-time and a later date. As an employee of BrightStar Care you have no right to privacy while on Company controlled grounds and you may appear in video images; however, no surveillance devices are placed in any areas where an employee can reasonably expect privacy, such as changing rooms and restrooms.

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

You may be assigned a building key, alarm code and/or entry card needed to conduct your daily job responsibilities. You are responsible for all keys, entry cards and the confidentiality of your alarm code. Duplication of any company key is not allowed. It is against Company 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 Human Resources Manager. 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.

## **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, cell phones, company-issued computers and workstations, computer hardware, internet network, Wi-fi (whether connected with a Company device or personal device), peripheral equipment such as printers, fax machines, scanners, 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. This policy applies whether the employee is working onsite or remotely. The Company 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 are Company property regardless of the content. These communications do not belong to the employee and should not be considered confidential or private. Employee explicitly gives the employer the right to intercept, access, view, monitor, and use all such communication, whether relating to Company business or employee’s personal matters.

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. The Company may require you to disclose username(s), password(s), or other method(s) of accessing any Company-issued electronic device. The Company 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 Human Resources Manager.

## **SOCIAL MEDIA**

Today, 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 Twitter, Facebook, Instagram, Snapchat, Pinterest, TikTok, Reddit, YouTube, etc. Employees may not use social media to violate any of the Company's policies. Below are basic principles that govern the use of social media by Company employees, but this list is not exhaustive.

- 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 rest periods.
- Unless specifically authorized by the Owners or Human Resources, employees are prohibited from recording anything at work or during working hours for the purpose of posting on social media.
- 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; Conflicts 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. Remember, the mere fact that a post is personal does not insulate the employee from potential repercussions. Nothing in this policy is intended to limit, nor will any employee be retaliated for posting, statements protected by the National Labor Relations Act.

The Company disclaims any legal responsibility for employees' use of social media. Employees are legally responsible for their own use of social media. If you have a question about whether your use of social media is prohibited by this policy, you should contact the Human Resources Manager before engaging in the use.

## **CELL PHONE POLICY**

Personal cell phone use is not permitted while you are working. Cell phones and all other electronic "smart" devices that access text messages, e-mails, or phone calls, (i.e., Apple watch, laptop, etc.), should be turned off and/or set to silent and stored with your other personal belongings while you are working.

If you are required to perform business on a cell phone for BrightStar Care while driving, you must utilize the hands-free option on the cell phone or a headset/earpiece device. Sending or reviewing text messages or emails or reviewing the contents of your cell phone while driving is also prohibited.

Personal calls (received or placed) and personal use of data are not allowed on Company cell phones. The Company retains the right to enter into any cell 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 cell phones should be considered private or confidential.

## **MISPLACED, STOLEN, OR DAMAGED EQUIPMENT**

If you are assigned a Company cell phone, two-way radio, laptop, iPad, or any other form of equipment to conduct Company business, you must notify your supervisor immediately if the item is misplaced, stolen or damaged.

## **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 Human Resources Manager immediately. These rules are:

1. No employee shall sell merchandise or solicit or promote support for any cause or organization during their 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 rest 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. Unless approved by management, 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 is forbidden from loitering onsite before the start of a scheduled shift and must leave the work area after their 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. Unless approved by management, non-employees are forbidden from entering upon Company property at any time except on official business with Company.

## **NOTICE AREAS**

Company notice areas are reserved for the exclusive use of BrightStar Care 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 notice areas regularly for such notices.

## **RECREATIONAL AND SOCIAL ACTIVITIES**

Employees of BrightStar Care 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. If you elect to participate in any recreational or social activity you agree to do so at your 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.

## **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 warnings, written warnings, suspensions, and termination of employment. The Company's disciplinary system does not require any formal steps or procedures. 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.

## **RESIGNATIONS/VOLUNTARY TERMINATIONS**

If you decide to leave your employment with BrightStar Care, 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.

## **REFERENCES**

All requests for employment verifications and employee references must be directed promptly to the Human Resources Manager. Other employees should not provide any such information. References for employees who have left BrightStar Care are limited to disclosure of dates of employment and title of the last position held unless the employee has authorized additional disclosures in writing or if additional disclosures are required by law.

## **ARBITRATION OF DISPUTES**

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

## **STANDARDS OF CONDUCT**

### **PERSONAL STANDARDS**

Each employee must be neatly groomed and wear clothing that is professional and appropriate for the employee's position. Your supervisor will inform you of any special clothing requirements. Employees will not be permitted to wear clothing or otherwise present an appearance that may cause disruption, be taken as offensive or reduce productivity or safety. If you are assigned a Company uniform, your uniform must be clean and presentable when you report to work. In addition to disciplinary action, failure to meet these standards will result in employee being sent home to change on unpaid time.

Exceptions to the Company's policy should be requested in writing, in advance from the Human Resources Manager. The Company will make reasonable accommodations for protected hairstyles, and religious dress and religious grooming practices.

### **CUSTOMER & PUBLIC RELATIONS**

The Company's image in front of customers and the general public is critical to our success. All employees are expected to be prompt, polite, courteous, and attentive to our customers and the public. We will absolutely not tolerate conduct toward customers or the general public that might be interpreted as unprofessional, 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 Human Resources Manager.

### **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 others including fellow employees and members of management.

### **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 customer.
- Spreading or repeating unsubstantiated comments about others (e.g. gossip or rumors).
- 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 during normal working hours.
- Failure to observe work time policies including policies related to attendance, rest periods, 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, rest, and recovery 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 remain on task during all work time. ("Working time" does not include your meal, rest, and recovery periods.)
- Failure to provide a physician's certificate when requested by the Human Resources Manager, unless otherwise prohibited by law.
- Wearing extreme, unprofessional or inappropriate styles of dress 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, or refusing to work assigned overtime.

## **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, customers, suppliers, 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 customer and prospective customer 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:

- Disclose or furnish, directly or indirectly, to any other person, firm, agency, corporation, client, business or enterprise, any confidential information acquired during your employment
- 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
- 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
- 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 of a condition as when received (normal wear and tear excepted) including, but not limited to, all technology, files, records, documents, drawings, specifications, lists, equipment and supplies, promotional materials and similar items relating to the business of the Company.

## **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 coworkers 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 BrightStar Care 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 BrightStar Care whether as a regular employee or as a consultant.

## **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.

If you are taking physician prescribed medications which will impair your job performance, you should not report to work and should contact the Company to discuss next steps. If you are taking physician-prescribed medications which may impair your ability to perform the job safely, you should discuss it with the prescribing physician and provide confirmation to the Company that you can perform the job safely or discuss next steps. 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 possess on the Company premises any prescription medication other than medications currently prescribed by a physician for that employee.

## **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. Employees are required to 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.

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.

## **WORKPLACE VIOLENCE**

Safety and security of employees is of vital importance to BrightStar Care. 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 possessing weapons during work time.

All BrightStar Care employees bear the responsibility of keeping our work environment free from violence and potential violence. Any employee who witnesses or is the recipient of violent behavior should promptly inform their supervisor, manager, or the Human Resources Manager. All threats will be promptly investigated, and no employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this policy.

## **SAFETY POLICY**

BrightStar Care 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 Safety Coordinator 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 Safety Coordinator immediately. Supervisors should arrange for the immediate correction of any unsafe condition or concealed danger and immediately contact the Safety Coordinator regarding the problem.

All workplace injuries and illnesses must be immediately reported to your supervisor and the Safety Coordinator.

BrightStar Care has in place a written Injury and Illness Prevention Program (IIPP) as required by law. If you have not received your copy of the IIPP please contact the Safety Coordinator. It is your responsibility to read, understand and follow the Injury and Illness Prevention Program provisions applicable to your work assignment.

## **ERGONOMICS**

BrightStar Care 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 workstation, 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 Safety Coordinator.

## **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 Safety Coordinator.

## EMPLOYEE BENEFITS

### **PAID SICK LEAVE**

All employees begin to accrue paid sick leave at the commencement of employment. The sick leave accrues at a rate of one (1) hour for every 30 hours worked. Exempt employees are deemed to work 40 hours per week unless their normal workweek is less than 40 hours, in which case they are deemed to work the hours in their normal workweek. The accrual continues up to a maximum of 72 hours or nine days at which point the accrual is capped and no further sick time will accrue until paid sick leave is used and the amount available falls below the cap.

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 can begin to use the accrued sick leave on their 90<sup>th</sup> day 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 accrued sick leave in any increment of at least two (2) hours or more. If the need for time off is foreseeable, the employee must notify their supervisor as soon as they are aware of the need. In an emergency, an employee should notify their 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.

Unused sick leave is not paid out at the termination of employment.

### **PAID TIME OFF (PTO) - ADMINISTRATIVE EMPLOYEES ONLY**

After completing the first 60 days of employment, full-time administrative employees begin to earn and accrue PTO at as follows:

#### Monthly Accrual

8 hours

#### Annual Accrual

96 hours

Employees may use PTO once it has accrued. PTO can be used for any reason: vacation, illness, medical appointments, family care, personal business, etc. The Company encourages employees to use their PTO and take time off for rest and relaxation. PTO accrues to a maximum cap of 144 hours. No additional PTO will be earned until accrued PTO is used and the total accrued and unused PTO falls below the cap. The Company reserves the right to schedule PTO for employees or to compensate employees for accrued, unused PTO at any time in its sole discretion.

Employees must submit a written PTO request for vacations and other planned absences at least two weeks in advance. In an emergency situation, an employee should notify their supervisor as soon as practicable. The Company reserves the right to disapprove a PTO request based on operational needs of the Company.

PTO can be deducted in 4-hour increments of time for a nonexempt employee. PTO for exempt employees will be deducted when two or more hours are taken in one business day.

Accrued PTO shall be paid at the employee's current base rate of pay. Employees cannot use any PTO until accrued. Part-time and temporary employees do not earn PTO. Employees on an unpaid leave of absence do not accrue PTO. Unused PTO is paid out at the termination of employment.

If an employee is absent due to illness or injury, medical evidence and/or medical certification of their fitness to return to work may be required.

## **HOLIDAYS**

BrightStar Care observes the following unpaid holidays:

**New Year's Day**  
**Independence Day**  
**Labor Day**  
**Thanksgiving Day**  
**Christmas Day**

When a holiday falls on a workday, employees are required to work but receive 1.5 times pay for hours worked on a holiday. When a holiday falls on a Saturday or Sunday, it is usually observed on the following Monday. However, the Company may close on another day. Holiday observance will be announced in advance.

## **INSURANCE BENEFITS**

BrightStar Care is proud to offer a competitive benefits package for the health and well-being of our employees and their dependents. The following information is intended as a summary only. In the event of any discrepancy between the information provided below and the actual plan documents, the actual plan documents will prevail. Unless otherwise mandated by law, employees on a leave of absence of more than 30 days are responsible for paying the premiums of continuing health coverage through initiating COBRA. If an employee works a reduced schedule for more than 30 days, it may also impact your employment classification and eligibility for benefits. Failure to timely request and pay for such coverage will result in the loss of coverage.

### **HEALTH INSURANCE**

Medical coverage is offered to all full-time employees on the first day of the month following the 60<sup>th</sup> day of employment, in accordance with the Company's health insurance plan as set forth in the Summary Plan Description ("SPD"). 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.

## **DENTAL INSURANCE**

Dental coverage is offered to all full-time employees on the first day of the month following the 60th day of employment, in accordance with the Company's dental insurance plan as set forth in the Summary Plan Description ("SPD"). In the event of an increase in premium rates, employees may be required to contribute to the cost of increased premiums to retain coverage.

## **VISION INSURANCE**

Vision coverage is offered to all full-time employees on the first day of the month following the 60th day of employment, in accordance with the Company's vision insurance plan as set forth in the Summary Plan Description ("SPD"). In the event of an increase in premium rates, employees may be required to contribute to the cost of increased premiums to retain coverage.

## **INSURANCE BENEFITS QUALIFYING LIFE EVENT**

Normally employees may only make changes to their benefits selections at open enrollment each year. There are limited exceptions, however, for certain qualifying life events. If you wish to make changes to your benefits based on a qualifying life event, you have only a short, 30-day window of eligibility to change your benefits elections. Therefore, if you wish to change your benefits elections due to a qualifying event, you must notify the Human Resources Manager in writing as soon as possible, but at least within 20 days of any of the following:

- Having a baby or adopting a child
- Getting married, divorced, or legal separation
- To remove a dependent who is turning 26
- Open enrollment for a dependent
- Dependent's change in employment status resulting in a change to their insurance coverage options (i.e., becoming newly eligible for insurance elsewhere, or losing coverage elsewhere)
- As a result of a court order to provide insurance for a dependent
- Death of a dependent

## **SIMPLE IRA**

BrightStar Care offers a SIMPLE IRA retirement savings plan to eligible employees who earn at least \$5,000 per year and the Company makes matching contributions in accordance with the plan documents; up to a maximum of 3% of gross income. Employees may defer as much income as they wish, subject to IRS contribution limits.

The SIMPLE IRA accounts are established at Charles Schwab & Co., Inc.; however, the accounts are portable should the employee wish to change financial institutions. Employees are immediately and fully vested in all contributions, so all funds belong to the employee immediately on the date of

deposit. In the event of any discrepancy between this information and the actual plan documents, the actual plan documents will prevail. Please see the Human Resources Manager for more details.

## **STATUTORY BENEFITS**

The following statutory benefits are forms of wage replacement insurance that are mandated by the state. They are not forms of protected leave, but rather are monetary benefits that are paid by either the state or workers' compensation carrier when an employee is unable to work for a qualifying reason (such as many of the protected leaves that are listed in the Leaves of Absence section below). Eligibility for the following wage replacement benefits is determined by the applicable state agency or the workers' compensation insurance carrier, not by BrightStar Care. Insurance benefits provided under these state programs will not extend the length of protected leave available to an employee under applicable state or federal laws.

### **STATE DISABILITY INSURANCE**

BrightStar Care 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 BrightStar Care 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 Human Resources Manager or the Employment Development Department (EDD) of the State of California.

### **FAMILY LEAVE INSURANCE**

BrightStar Care 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 to care for 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. PFL Military Assist benefits are available to eligible employees who are required to take time off work due to a qualifying exigency related to the covered active duty or call to covered active duty of their spouse, registered domestic partner, parent, or child. Specific rules and regulations governing insurance payments are available from the Human Resources Manager or your local EDD office.

### **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 Human Resources Manager or your local EDD office.

### **SOCIAL SECURITY**

BrightStar Care 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.

## **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.

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.

## **ADMINISTRATION OF COMPANY BENEFITS**

Unless otherwise dictated by law, all employer-controlled benefit programs at BrightStar Care 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 employee benefit program.

## **LEAVES OF ABSENCE**

BrightStar Care may grant leaves of absence to employees in certain circumstances. The Company will grant these leaves to employees as required by state and federal law in effect at the time the leave is granted and will not retaliate against employees for requesting or using protected leave. It is important to request any leave in writing as far in advance as possible, to keep in regular contact with the Human Resources Manager 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 Human Resources Manager, 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 may choose to use available accrued paid time off benefits during your leave of absence. BrightStar Care may also require you to use available accrued paid time off benefits for certain leaves as permitted by law. You should contact the Human Resources Manager 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 BrightStar Care.

### **FMLA FAMILY/MEDICAL LEAVE**

BrightStar Care recognizes that an employee may need to be absent from work for an extended period of time for qualifying family and/or medical reasons. Our Company complies with federal and state law provisions for family, medical and pregnancy disability leaves. When an employee qualifies for more than one type of leave, the leaves will run concurrently whenever permitted by law. 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 meet all of the following conditions:

- Have been employed by the Company for at least 12 months
- Have worked at least 1,250 hours in the previous 12 months
- Work within 75 miles of 50 or more of our other employees (for employees working remotely, this will be based on the office from which assignments are made)

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

- Birth of your own child, or the placement of a child in your home for adoption or foster care
- Bonding with a child (leave must be taken within 1 year of child's birth or placement)
- To care for your spouse, child, or parent who has a serious health condition
- For your own serious health condition which makes you unable to perform your job duties
- 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

For purpose of FMLA leave, "child" and "parent" includes in loco parentis relationships.

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 excluding additional time available when disabled by pregnancy. 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 days' 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.

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.

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.

Continuation of Health Benefits: We will continue our contributions for your health care coverage for the duration of your FMLA 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.

Premium Cost Repayment: If you do not return to work from a leave allowed by this policy, you will be required to repay the premium amounts we paid during your leave as set forth in the law.

Compensation While on Leave: Leave for this purpose is unpaid. You may elect to use any earned but unused paid sick leave for any portion of the leave but are not required to do so. You may be required to use any earned but unused PTO for any portion of leave that is not covered by sick, disability, or paid family leave benefit payments.

## **CFRA CALIFORNIA FAMILY RIGHTS ACT LEAVE**

BrightStar Care 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 and this leave may run concurrently with other leaves as permitted by law. 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 meet both of the following conditions:

- Have been employed by the Company for at least 12 months
- Have worked at least 1,250 hours in the previous 12 months.

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
- Bonding with a child (leave must be taken within 1 year of child's birth or placement)

- To care for a child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or domestic partner who has a serious health condition
- Because of your own serious health condition that makes you unable to perform your job duties, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions
- Because of a qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States

For purpose of CFRA leave, "child" means a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis. "Parent" means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

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 excluding additional time available when disabled by pregnancy. 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 days' 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.

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.

Continuation of Health Benefits: We will continue our contributions for your health care coverage for the duration of your CFRA 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.

Premium Cost Repayment: If you do not return to work from a leave allowed by this policy, you will be required to repay the premium amounts we paid during your leave as set forth in the law.

Compensation While on Leave: Leave for this purpose is unpaid. You may elect to use any earned but unused paid sick leave but are not required to do so. You may be required to use any earned but unused PTO for any portion of leave that is not covered by sick, disability, or paid family leave benefit payments.

## **PREGNANCY DISABILITY LEAVE**

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 no longer disabled by pregnancy or after 17 1/3 weeks of total leave have been provided, whichever occurs first.

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.

Continuation of Health Benefits: We will continue our contributions for your health care coverage for the duration of your PDL 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.

Premium Cost Repayment: If you do not return to work from a leave allowed by this policy, you will be required to repay the premium amounts we paid during your leave as set forth in the law.

Compensation While on Leave: Leave for this purpose is unpaid. You may elect to use any earned but unused paid sick leave and PTO but are not required to do so.

## **MEDICAL LEAVE OF ABSENCE**

A medical leave of absence without pay may be granted up to 4 week(s) to employees who are not eligible for other leaves at the discretion of BrightStar Care. A medical leave of absence can affect your medical benefit plan coverage. Ask the Human Resources Manager for information about medical leaves of absence. Leave for this purpose is unpaid. You may elect to use any earned but unused paid sick leave but are not required to do so. The Company may require you to use any earned but unused PTO during such leave.

## **PERSONAL LEAVE OF ABSENCE**

A personal leave of absence without pay may be granted to employees who are not eligible for other leaves at the discretion of BrightStar Care. A personal leave of absence can affect your medical benefit plan coverage. Ask the Human Resources Manager for information about personal leaves of absence. When leave is taken for an eligible reason, you may elect to use any earned but unused paid sick leave but are not required to do so. The Company may require you to use any earned but unused PTO during such leave.

## **FUNERAL OR BEREAVEMENT 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 3 consecutive scheduled workdays off with pay with the approval of the Human Resources Manager. The Human Resources Manager may also approve additional unpaid time off. You may be required to use any earned but unused PTO during such leave.

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

Employees who have been employed by the Company for at least 90 days will be granted a leave of absence of up to 60 business days in any one-year period for the purpose of donating an organ to another person. The first 30 business days of any such leave will be paid, and any remaining leave will be unpaid. Employees will be granted a paid leave of absence of up to five business days in any one-year period for the purpose of donating bone marrow to another person. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months.

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.

At the employee's initial receipt of bone marrow or organ donation leave, the Company requires that an employee take up to five days of earned but unused paid sick leave or PTO for bone marrow donation and up to two weeks of earned but unused paid sick leave or PTO for organ donation.

## **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. Health plan coverage continuance can be arranged for up to 24 months during military leave if you pay the full premium amount (plus a 2% administration fee) each month. As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in termination of employment.

Leave for this purpose is unpaid. You may elect to use any earned but unused PTO but are not required to do so.

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

Employees can take up to ten unpaid days off when their spouse or domestic partner is on leave from military deployment. To qualify, you must work more than 20 hours per week and your spouse or domestic partner 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's Leave of Absence, you must notify your supervisor within two business days of receiving notice that your spouse or domestic partner will be on leave. You will be required to provide written documentation certifying that your spouse or domestic partner will be on leave from military deployment during the requested time period. Leave for this purpose is unpaid. You may elect to use any earned but unused PTO but are not required to do so.

### **CIVIL AIR PATROL LEAVE**

Members of the Civil Air Patrol who have been employed at least 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.

Leave for this purpose is unpaid. You may elect to use any earned but unused PTO but are not required to do so.

### **DRUG/ALCOHOL REHABILITATION ACCOMMODATION**

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 Human Resources Manager 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.

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.

Leave granted for this purpose is unpaid, however, employees may elect to apply any earned but unused paid sick leave or PTO but are not required to do so.

## **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 Human Resources Manager 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.

Leave for this purpose is unpaid, however, employees may elect to apply any earned but unused PTO but are not required to do so.

## **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 Human Resources Manager for eligibility and scheduling before taking any leave to attend. Leave for this purpose is unpaid, however, you may elect to apply any earned but unused PTO but are not required to do so.

## **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. 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.

Leave for this purpose is unpaid. You will be required to use any earned but unused PTO during such leave.

## **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. Leave for this purpose is unpaid, however, you may elect to apply any earned but unused PTO but are not required to do so.

### **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 elect to apply any earned but unused PTO but are not required to do so.

### **TIME OFF FOR VICTIM OF CRIME OR ABUSE – OBTAINING RELIEF FOR VICTIM AND CHILDREN**

Employees who are victims of a crime or abuse 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. Eligible employees include 1) a victim of stalking, domestic violence, or sexual assault, 2) a victim of a crime that caused physical or mental injury or the threat of physical injury, or 3) an employee whose immediate family member is deceased as the result of a crime. 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.

Leave for this purpose is unpaid, however, employees may elect to apply any earned but unused paid sick leave or PTO but are not required to do so.

### **TIME OFF FOR VICTIM OF CRIME OR ABUSE –ADDITIONAL TIME FOR VICTIM'S PARTICIPATION**

In addition to the time off permitted for victims of a crime or abuse 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 a crime or abuse to: 1) to seek medical attention for injuries caused by the crime or abuse, 2) to obtain services from prescribed entities as a result of the crime or abuse, 3) to obtain psychological counseling or mental health services related to an experience of crime or abuse, or 4) to participate in safety planning and take other actions to increase safety from future crime or abuse.

Eligible employees include 1) a victim of stalking, domestic violence, or sexual assault, 2) a victim of a crime that caused physical or mental injury or the threat of physical injury, or 3) an employee whose immediate family member is deceased as the result of a crime.

As a condition of taking time off, employees may be required to provide reasonable advance notice if feasible and, under certain circumstances, may be required to provide documentation establishing the right to such time off. Acceptable documentation may include a police report, court order, a doctor's or counselor's note or similar document.

Employees may also request changes in the workplace as an accommodation to ensure safety at work. Examples of potentially reasonable accommodations within the workplace may include, but are not limited to, changing, or installing locks, changing an employee's shift or work phone number, transfer or reassignment, or assistance in keeping a record of incidents related to this leave. The Company may also request proof or a signed statement from the employee certifying that the request for an accommodation is consistent with the purpose of this policy. The Company will make every effort to make reasonable accommodations and maintain the confidentiality of any employee requesting such leave.

The Company will not retaliate or discriminate against any employee because they are a victim of a crime or abuse or for exercising any right detailed under this policy. Complaints of unlawful discrimination or retaliation can be filed with the Labor Commissioner's Office.

Leave for this purpose is unpaid, however, employees may elect to apply any earned but unused paid sick leave or PTO but are not required to do so.

### **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.

Leave for this purpose is unpaid. You may elect to use any earned but unused PTO but are not required to do so.

### **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 Human Resources Manager 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. Leave for this purpose is

unpaid, however, employees may elect to apply any earned but unused PTO but are not required to do so.

### **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, please alert your supervisor before leaving the Company premises. Leave for this purpose is unpaid, however, you may elect to apply any earned but unused PTO but are not required to do so.

### **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. Leave for this purpose is unpaid, however, you may elect to apply any earned but unused PTO but are not required to do so.

### **TIME OFF FOR VOTING**

Employees who are registered voters and who lack sufficient time outside of work to vote in any statewide election will be provided with up to two hours of paid time off at the beginning or end of the day for this purpose. You must give the Company at least two working days' notice when time off under this policy is required. You may be requested to bring a copy of your voting receipt upon your return.

The maximum number of hours that will be paid is two hours. Any additional time necessary for this purpose is unpaid, however, employees may elect to apply any earned but unused PTO but are not required to do so.

### **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.

## **IN CLOSING**

Many Company policies and employee benefits have been outlined only briefly in this Handbook. If you have any questions or want more information, contact the Human Resources Manager. It is your responsibility to learn the Company policies.

**ACKNOWLEDGMENT & AGREEMENT (EMPLOYEE COPY)**

I have received my copy of Tam Pacific Group, LLC DBA BrightStar Care’s Employee Handbook. I have read and understand each of the policies in the Handbook and agree to abide by the Company’s policies. This is to acknowledge that this Handbook sets forth the terms and conditions of my employment, as well as my rights, duties, responsibilities, and obligations of my employment with the Company. I further understand that I am bound by the provisions of this Employee Handbook.

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" unless I have a fully executed employment contract with the Company, signed by the Owners of the Company, that specifically states otherwise. 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 Owners 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*

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*Employee Signature*

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*Date*

This copy remains with Handbook for employee’s reference.

**ACKNOWLEDGMENT & AGREEMENT (EMPLOYER COPY)**

I have received my copy of Tam Pacific Group, LLC DBA BrightStar Care’s Employee Handbook. I have read and understand each of the policies in the Handbook and agree to abide by the Company’s policies. This is to acknowledge that this Handbook sets forth the terms and conditions of my employment, as well as my rights, duties, responsibilities, and obligations of my employment with the Company. I further understand that I am bound by the provisions of this Employee Handbook.

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*Employee Name*

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*Employee Signature*

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*Date*

Return this copy to the Human Resources Manager