

# **Emergency Veterinary Hospital PLLC**

## **Employee Handbook**

**June 01, 2021**

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# Core Policies

## 1.0 Welcome

### 1.1 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with Emergency Veterinary Hospital PLLC will be rewarding and challenging. We take pride in our employees as well as in the services we provide. As a small, family-owned business we pride ourselves on building a positive, rewarding work environment where all members of the team are utilized to their full potential. Your participation in this team environment is crucial to our continued success.

The Company complies with all federal and state employment laws, and this handbook generally reflects those laws. The Company also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If you have questions about your employment or any provisions in this handbook, contact your immediate supervisor.

We wish you success in your employment here at Emergency Veterinary Hospital PLLC!

All the best,

Dr. Lindsay Ruland, Owner/Chief of Medicine, Emergency Veterinary Hospital PLLC

### 1.2 At-Will Employment

Your employment with Emergency Veterinary Hospital PLLC is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Company at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Company document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the Owner/Chief of Medicine has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the Owner/Chief of Medicine.

If a written contract between you and the Company is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

This policy may not be appropriate in its entirety for employees working in Montana.

## **2.0 Introductory Language and Policies**

### **2.1 Revisions to Handbook**

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Emergency Veterinary Hospital PLLC policies and procedures. The handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

### **2.2 About the Company**

EVH opened its doors on July 4, 2012 – Independence Day! It was founded by Dr. Lindsay Ruland and her husband, Christopher Ruland. Dr. Ruland graduated in 2009 from Michigan State University College of Veterinary Medicine and began working in a high volume, fast-paced emergency hospital. She left that clinic to pursue relief work as an Emergency Veterinarian where she got to witness how several different clinics operated.

### **2.3 Company Facilities**

#### **EMPLOYEE LOCKERS**

For your convenience, a limited number of lockers are available for employee use. Employees will be provided with lockers on a space-available basis.

Lockers are designed to hold clothing, toiletries, and other essentials. EVH does not assume responsibility for missing or damaged items under any circumstances should you chose to keep valuables in there. With the exception of this handbook do not store EVH property in your locker.

Lockers are the exclusive property of EVH and may be inspected at any time. If you place a lock on your locker and management wishes to search your locker for legitimate business reasons and you are unavailable to open your locker, EVH reserves the right to cut the lock off of your locker.

For personal items that do not fit in your locker please store those temporarily above the lockers or on the coat hooks provided and remove such items when your shift ends. Do not store tote bags on the floor in front of the lockers as it impedes others from entering their locker. Instead larger tote bags can be stored on the storage bench in the employee kitchen area.

#### **EMPLOYEE KITCHEN**

At EVH we believe that employees function better when they eat healthier meals. Often times in emergency clinics there is only a microwave to warm up food. At EVH we provide a full kitchen including an oven, stove, refrigerator, microwave, and dishwasher for employee use only. The purpose is to provide an environment whereby employees could make healthier meals for themselves. It is the responsibility of those using the kitchen to keep it clean. For example, if your food spills in the microwave or on the counter you are required to clean it up. You are expected remove old food from the refrigerator to prevent foul smells and to clean any dishes you have made dirty while preparing or ingesting food.

#### **PARKING**

Employees should park in the back parking lot on the south side of the building. Please leave the parking space open directly in front of the back glass doors to the employee kitchen – this is reserved for the Faithful Companion drivers to use or for other deliveries. EVH does not assume responsibility for any losses including theft, damage to personal vehicles while parked on our property. EVH will make reasonable effort to ensure that the parking lot is well lit, including notifying those responsible for lighting at Jackson Business Center as well as local authorities. This will be in accordance with rules set up by Scio Township.

## **2.4 Ethics Code**

Emergency Veterinary Hospital PLLC will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, patient care, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the Emergency Veterinary Hospital PLLC.

We expect that officers, directors, and employees will not knowingly misrepresent the Company and will not speak on behalf of the Company unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the Company or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

## **2.5 Mission Statement**

At EVH we are dedicated to providing state-of-the-art, high quality, and compassionate care to all of our patients at an affordable price. Unlike the stereotypical ER clinic we understand that our clients are likely coming to our facility for the first time and are entrusting the care of their beloved family member to a staff which they have never met before at a time when their pet is experiencing an emergency situation. It can be scary for the owners as well as their pets. We work hard to not only provide excellent care for our patients, but also for their owners and families. Aside from the technology and advanced medicine we practice, we also understand the importance of good old fashioned patient care. Our open floor plan helps owners feel involved with the care of their pets and ensures them we have nothing to hide about the care of their pet. We strive to have a positive impact on the patients, clients, and colleagues that we meet.

## **2.6 Our Organization**

At EVH we have implemented a tiered leadership. A chart will be provided on a separate page that demonstrates the flow of leadership. The goal of tiered leadership is to keep upper management free for administrative duties. Any on-shift work or client related concerns should be brought to the attention of the STL on shift, and from there can be directed to the appropriate member of management if the STL is unable to handle the issue or does not have the proper resources to handle the issue. Any patient medical concerns should be brought to the attention of the associate DVM on shift and can be brought to Chief of Medicine when needed.

## **3.0 Hiring and Orientation Policies**

### **3.1 Conflicts of Interest**

Emergency Veterinary Hospital PLLC is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, client/patient relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Company, you must disclose it to your manager. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

### **3.2 Employment of Relatives and Friends**

We may not employ friends or relatives in circumstances where actual or potential conflicts may arise that could compromise supervision, safety, confidentiality, security, and morale at Emergency Veterinary Hospital PLLC. It is your obligation to inform the Company of any such potential conflict so the Company can determine how best to respond to the particular situation.

EVH staff are required to disclose relationships (family, friends, etc.) with any patrons of EVH, if any such relationship exists to management.

### **3.3 Job Descriptions**

Emergency Veterinary Hospital PLLC attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your manager.

Job descriptions prepared by the Company serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the Company may have to revise, add to, or delete from your job duties per business needs. On occasion, the Company may need to revise job descriptions with or without advance notice to employees.

If you have any questions regarding your job description or the scope of your duties, please speak with your manager.

### **3.4 Employee Classifications**

We have various roles at EVH, each of which is vital to the everyday operations of EVH. Although the classifications are tiered depending on the skill level, experience, training, certification, and knowledge base of each individual, EVH practices mutual respect between all employees. EVH management feels strongly that without mutual respect employees can feel left out or insignificant, which are precursors to compassion fatigue. In our effort to minimize compassion fatigue we have a zero tolerance policy for acting condescending to colleagues of any level at EVH. Where each employee lies in the classification systems is up to the discretion of EVH management and will be based on experience in the veterinary field, skill level, knowledge base or certification in the veterinary field, as well as knowledge of and adherence to EVH policies. Movement/promotion to different levels requires a performance review and is at the discretion of EVH management.

Employee Classifications in order of Authoritative Abilities:

Veterinary Assistant Level I

Veterinary Assistant Level II / Customer Service Representative

Veterinary Assistant Level III

Veterinary Technician Level I

Veterinary Technician Level II

Veterinary Technician Level III

Shift Team Leader

Veterinarian

EVH Management-

- Office Manager
- Practice Manager
- Chief of Medicine/Owner

A separate page will be included in your personal handbook that explains what your classification is and what job duties/responsibilities fall under your classification.

### 3.5 Responsibilities of The Employee

Along with the advantages and opportunities offered to you by EVH comes certain responsibilities we expect of you as an employee. Such responsibilities include, but are not limited to the following:

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- Following all established EVH policies/procedures and instructions of management and providing complete and honest information in connection with all pay, time, business, and expense and employment records.
- Performing your job responsibilities in a professional, competent, honest, and ethical manner to meet management's expectations.
- Reporting to work ready to work both mentally and physical.
- Performing responsibilities carefully and efficiently observing all health, safety and security rules.
- Reporting accidents, injuries (your own, co-workers, clients), fire, theft or other unusual incidents immediately to management.
- Promoting a positive, courteous working relationship with management, co-workers, clients, and vendors.
- Avoiding conduct which would create a conflict of interest.
- Reporting to work regularly and on time, keeping absences to a minimum and providing appropriate notice of unavoidable absences consistent with EVH policies.
- Protecting and preventing injury or damage to, theft, or misuse of EVH property
- Reporting knowledge of either unethical or illegal behavior on the part of another employee to management.
- Protecting the confidentiality of information that you acquire in the course of your employment.
- Keep open communication with co-workers and management to avoid miscommunications and conflict and gossip.
- All employees at EVH are expected to treat all animals as if they are their own. Any employee that is determined to be abusing an animal, acting too rough, or intentionally causing harm to a patient will be reprimanded with corrective action that could end in termination.

### 3.6 New Hires and Introductory Periods

The first 90 days of your employment is considered an introductory period. During this period, you will become familiar with Emergency Veterinary Hospital PLLC and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with the Company can be shortened or lengthened as deemed appropriate by management. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

### 3.7 Training Program

In most cases, and for most positions, training employees is done on an individual basis by the head technician in charge of training on your shift. Even if you have had previous experience in the specified functions of your job duties, it is necessary for you to learn our specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, consult your manager.



### **3.8 Employment Authorization Verification**

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Emergency Veterinary Hospital PLLC. If you are currently employed and have not complied with this requirement or if your status has changed, inform your manager.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

### **3.9 ID Badges**

#### **ID Badge Policy**

##### **Company Employees**

As a vital part of our security system, an EVH identification badge with your name, photo and job title will be issued to you on your first day of employment. The ID badge is also your electronic key to enter the building and other secured areas as needed. Everyone is required to wear an ID badge in plain view while on the EVH campus.

If your identification badge is lost or stolen, you must obtain a replacement at a cost of \$10 per occurrence. Lost or stolen cards should be reported to EVH Management IMMEDIATELY to prevent any potential security breaches.

Failure to wear your ID badge or excessive loss or damage to cards can lead to disciplinary action.

Upon termination, employees will be required to return ID badges to EVH Management as part of the Exit Interview.

##### **Contractors and Temporary Staff**

Contractors and temporary staff with assignments of 3 or more weeks will be issued a photo ID badge. Those with a shorter assignment may be issued a temporary EVH ID badge without a photo. Access to additional secured areas will be addressed on a case by case basis.

Temporary and contractor staffs are required to return ID badges to EVH Management on the last day of the assignment.

### **4.0 Wage and Hour Policies**

#### **4.1 Attendance**

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your manager. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

Emergency Veterinary Hospital PLLC reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences where permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

Employees are expected to be punctual and arrive for their shifts on time. In the event there are circumstances which are out of the control of the employee which would cause them to be unable to arrive on time, the employee is expected to make every effort possible to inform the staff currently at EVH at the

earliest time possible.

If an employee wishes to leave his/her shift early, this must be approved by the shift team leader.

It is policy that a doctor is present at EVH 24 hrs a day. Should a doctor need to leave temporarily they should not be gone longer than 15 minutes, and not more than five minutes away at any time.

## **ABSENCE AND TARDINESS**

EVH management understands that there are circumstance outside of an employee's control that can occasionally occur to make an employee tardy for their shift. EVH employees should make every effort possible to arrive for their shift on time, but if an employee will be tardy more than 15 minutes the employee should contact the clinic and notify them.

Management should be notified within 12 hours of an employee's scheduled shift if they are going to be absent for medical reasons. This gives management enough time to try and find a replacement for that employee should the employee not be able to find coverage for that shift themselves. As a small business EVH cannot afford to have more than one person absent per day. EVH Management may request documentation, such as a note from your doctor, where applicable. When requested the note should include date the employee missed, as well as date that the employee is cleared to return to work.

If an employee has multiple incidents of being absent with minimal notice or is repeatedly tardy more than 15 minutes, then corrective action may be taken up to an including termination. In this case multiple incidents is considered 2 or more in a 1 month period.

## **4.2 Business Expenses**

### Technical and Training Seminars

Employees will be compensated a fixed amount (which varies depending on job title and employment status) for continuing education in the field of veterinary emergency and critical care. Employees may propose various other continuing educational credits to administration for consideration if they may somehow positively impact EVH (I.E. customer service training).

### **Uniform Allowance**

All full time, permanent employees are eligible for a \$300/year uniform allowance per calendar year. Uniform reimbursements should be submitted to the Office Manager with the receipt. Reimbursements will be dispersed within 2 weeks.

All part time, permanent employees are eligible for \$150/year uniform allowance per calendar year. Uniform reimbursements should be submitted to the Office Manager with the receipt. Reimbursements will be dispersed within 2 weeks.

## **4.3 Direct Deposit**

Emergency Veterinary Hospital PLLC encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask the office manager and or practice manager for the form. Typically, the bank will begin the direct deposit of your payroll by the next payroll after you submit your completed form.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be given to you on paydays described in the preceding sections in lieu of a check. You will also have access to all check stubs online through PAYCHEX.

## **4.4 Introduction to Wage and Hour Policies**

At Emergency Veterinary Hospital PLLC, pay depends on a wide range of factors, including pay scale surveys, individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, speak with your manager.

## **TECHNICIAN POINT SYSTEM PAY SCALE**

Often times Veterinary Technicians who have worked in the field for years yet are not licensed have been paid significantly less than their counterparts who are licensed. The goal of EVH's Technician Point system for the pay scale is to minimize this inequality for those Technicians who have been in the veterinary field for several years while still recognizing and rewarding those Technicians who have pursued higher education and training by becoming Licensed. The Technician Point System Pay Scale works as follows:

Base Pay: \$15/hr

Points: \$0.25 each

Categories Value

1 year Tech Experience (Non-ER) 0.5

1 year Tech Experience (ER) 1

6 months at EVH 0.75

Licensed \$2.00

CE per course 0.5

Marketing per 4 hour event 0.25

Rules

Pay is currently capped at \$22/hr

Points are prorated (3.75 points x \$0.25 = \$0.94 + Base pay)

Years are rounded down at 1-8 months and up past 9 months (i.e. 4yrs, 9 months = 5 years)

Overnight shifts add \$1/hr for a shift that ends at 6 am.

## **4.5 Job Abandonment**

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of two scheduled days, you will be considered to have abandoned your job and voluntarily resigned from Emergency Veterinary Hospital PLLC. EVH management will make an attempt to reach you prior to sending an official certified letter stating that EVH has accepted your resignation. You will be expected to return your ID badge, or EVH will withhold \$50 from your last pay check. You will receive your last paycheck through direct deposit unless otherwise stated.

## **4.6 Paycheck Deductions**

Emergency Veterinary Hospital PLLC is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, state income taxes, state unemployment taxes, state disability insurance taxes, etc., and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt employees may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact your manager.

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to your manager.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an

error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

The Company will not retaliate against employees who report erroneous deductions in accordance with this policy.

## **4.7 Recording Time**

Emergency Veterinary Hospital PLLC is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Company has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using the company's practice management software called EZYVET. Exempt employees may also be required to track days or time worked. Speak with your manager for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked, and must follow established Company procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

Notify your practice manager and/or office manager of any pay discrepancies, unrecorded or misrecorded work hours. In EZYVET make note of your actual clock in and clock out times so they can be recorded properly during payroll. Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to the office manager and or practice manager any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

## **4.8 Use of Employer Credit Cards**

All employees in the possession of a credit card issued by Emergency Veterinary Hospital PLLC will adhere to the strictest guidelines of responsibility for the protection and proper use of that card. Credit card purchases related to the business under \$100 do not require prior approval. Credit card purchases for the business over \$100 must receive prior approval from your manager.

Submit all sales receipts generated by use of the Company credit card monthly to your manager or appropriate department. Your Company credit card may not be used for personal reasons. Use of the Company credit card is restricted to approved business related expenses.

Any unauthorized purchases made with a credit card issued by the Company will be the cardholder's responsibility. You must reimburse any such purchase to the Company within 7 days.

Immediately report lost or stolen Company cards to your manager. Failure to follow this policy may result in disciplinary action up to and including discharge.

At this time only the practice manager has approval for company credit card use.

## **5.0 Performance, Discipline, Layoff, and Termination**

### **5.1 Resignation Policy**

Emergency Veterinary Hospital PLLC hopes that your employment with the Company will be a mutually rewarding experience; however, the Company acknowledges that varying circumstances can cause you to resign employment. The Company intends to handle any resignation in a professional manner with minimal disruption to the workplace.

### Notice

The Company requests that you provide a minimum of two weeks notice of your resignation. If you are a manager, you are requested to provide a minimum of four weeks' notice. Provide a written resignation letter to your manager. If you provide less notice than requested, the Company may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

The Company reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant.

### Final Pay

The Company will pay separated employees in accordance with applicable laws and other sections of this handbook.

Notify the Company if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

### Return of Property

Return all Company property at the time of separation. Failure to return some items may result in deductions from your final paycheck where state law allows. Any balances left on employee pet accounts should be paid in full prior to your separation.

## **5.2 Criminal Activity/Arrests**

Emergency Veterinary Hospital PLLC will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Company, whether on or off Company property, may result in disciplinary action including suspension or termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

## **5.3 Termination/Resignation**

We at EVH feel it is professional and responsible to give at least a customary two week notice prior to resignation. This allows EVH time to find replacements for your shifts and minimizes disruption in patient care.

Employment resignation should be given in the form of a typed and printed document that is signed by the employee. Email, text message, and social networking are not appropriate forms to utilize for letters of resignation.

## **OUTSTANDING INVOICE**

Upon termination of employment, the employee's balance will be deducted from his/her final paycheck (there are no exceptions to this rule). If the balance is greater\* than the paycheck then employee will be responsible for paying the difference to EVH within 2 weeks of employment termination

## **BUILDING RESTRICTIONS**

Upon termination/resignation an employee will no longer be allowed onto the property except as a client and will not be permitted into employee areas such as the treatment area without being escorted by management or other representative without prior authorization from management.

## **EVH PROPERTY**

All property of EVH, including this handbook, should be returned to EVH immediately. Failure to do so could result in legal action to obtain such property.

## **BENEFITS PAID/REIMBURSEMENT/DEDUCTED**

Should termination/resignation fall within 90 days of EVH paying on a benefit including but not limited to continuing education reimbursement, uniform allowance, quarterly growth bonuses, or professional dues reimbursement then EVH reserves the right to deduct this amount from the employee's final paycheck. In the event the amount is greater\* than the paycheck then the employee will be responsible for paying the difference to EVH within 2 weeks of termination of employment.

\* In this instance greater than refers to the act of bringing the paycheck below minimum wage.

## **5.4 Exit Interview**

You may be asked to participate in an exit interview when you leave Emergency Veterinary Hospital PLLC. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the Company in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

## **5.5 Open Door/Conflict Resolution Process**

Emergency Veterinary Hospital PLLC strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your manager and, if necessary, to Human Resources or upper level management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Company, management, its employees, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your manager at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate manager. If you have already brought this matter to the attention of your manager before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or upper level management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

## **WHISTLEBLOWER POLICY**

A whistleblower is defined as an employee who reports an activity that he/she considers to be illegal or dishonest to either EVH management or an outside source or authority. The whistleblower themselves are not responsible for investigating the activity or determining fault or corrective action.

Examples of such dishonest or illegal actions include violations of federal or state or local laws, intentionally billing for services not performed or for goods not delivered, and other fraudulent financial reporting.

If an employee of EVH suspects an illegal or dishonest fraudulent activity is occurring the employee is to contact management immediately. As these are serious allegations it is recommended that employees practice sound judgement about the incident(s) to avoid baseless allegations. An employee who is determined to have intentionally filed a false allegation or report of wrongdoing will be subjective to corrective action up to termination of employment.

Whistleblowers are protected from retaliation and their confidentiality will be maintained so long as a

thorough investigation can be performed without disclosing the complainant's information. EVH will not retaliate against a whistleblower for bringing such activities to their attention, however this does not include immunity should it be discovered during the course of investigation that the complainant was involved in the wrongdoing as well.

## **5.6 Conflict Resolution**

### **CONFLICT RESOLUTION**

In an effort to create an efficient, positive, inviting, and rewarding work environment EVH is committed to addressing and resolving conflicts quickly. In any work environment it is natural for misunderstandings and miscommunications to arise which, if left unresolved, lead to low morale, negative attitudes, compassion fatigue, and ultimately to employees leaving.

It is recommended that employees who have a dispute with another employee should address their concern with the employee in private and away from other employees. Going directly to the source is often times the best way to resolve a miscommunication or dispute.

If going directly to the employee and expressing your concerns does not resolve the problem, then the employee should come to EVH management to discuss the problem. In an effort to keep an environment of open communication EVH will implement the following Problem Resolution Procedure as a method to work through disputes between employees or employees and management.

If an employee brings a conflict to the attention of the employee they are in conflict with, and the conflict is not resolved by simple discussion then it should be brought to the attention of EVH management. An investigation will ensue promptly to determine both sides of the disagreement. If the conflict is not resolved with this, then third party mediation may be necessary, but should be avoided.

## **5.7 Outside Employment**

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at Emergency Veterinary Hospital PLLC is prohibited. The Company recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the Company should be reported to your manager. Failure to adhere to this policy may result in discipline up to and including termination.

## **5.8 Performance Improvement**

Emergency Veterinary Hospital PLLC will make efforts to periodically review your work performance. The performance improvement process will take place bi-annually, or as business needs dictate. You may specifically request that your manager assist you in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

## **5.9 Progressive Correction Outline**

### **PROGRESSIVE CORRECTION ACTION**

Progressive corrective action is meant to provide corrective action in order to prevent a recurrence of undesirable behavior and/or performance issues. This policy applies to all employees and pertains to his/her job performance as well as his/her conduct. EVH will adhere to the process described below, but reserves the right to skip steps or to repeat steps depending on the circumstances of the corrective action/issue and/or conduct violation. As described elsewhere EVH reserves the right to terminate an employee's employment at any time, with or without reason. In determining which corrective action is appropriate or necessary, EVH may consider factors such as, but not limited to, whether the offense is a repeated one as well as the impact of such behavior/conduct on our organization.

### **PROGRESSIVE CORRECTION ACTION**

Unacceptable behavior and/or performance that does not result in immediate termination of employment or some other corrective action may be dealt with in the following manner:

- Coaching/Personal Training
- Verbal Discussion that is noted in employee file
- Final Written Warning
- Termination of Employment

If one or more of the steps listed above is implemented, it is expected of the employee that consistent and sustained improvement would occur. If improvement does not occur then further corrective action may be pursued and could result in employment termination. Employees who commit an offense that becomes documented in writing will be asked to sign the documentation as verification that the issue was discussed with them.

EVH reserves the right to skip or repeat any of the steps outlined above at their discretion.

Illegal behavior is not subject to this corrective action plan and will result in immediate termination of employment as well as be reported to local law enforcement.

## **5.10 Pay Raises**

Depending on financial health and other Company factors, efforts will be made to give pay raises consistent with Emergency Veterinary Hospital PLLC profitability, job performance, and the consumer price index. The Company may also make individual pay raises based on merit or due to a change of job position.

At EVH you will earn a bi-annual raise following review periods. These raises are to be given at the start of a calendar year and the sixth month following (December-January and June-July). The employee must be employed at EVH for at least 180 days before being eligible for the bi-annual raise, so if you are hired in less than 180 days before the scheduled raise you will not be eligible until the following period. Raises will be based on marks given during the bi-annual reviews. All technician staff will be eligible for a bi-annual raise of 19 cents at this time as well and any additional raises will be decided based on marks given in the reviews and professional growth.



## 5.11 Post-Employment References

Emergency Veterinary Hospital PLLC policy is to confirm dates of employment and job title only. With written authorization, the Company will confirm compensation. Forward any requests for employment verification to the practice manager/office manager.

## 5.12 Promotions

To match you with the job for which you are best suited and to meet the business needs of Emergency Veterinary Hospital PLLC, you may be transferred from your current job. It is our policy to promote from within only when the most qualified candidate is available. Promotions are made on an equal opportunity basis according to employees possessing the needed skills, education, experience, and other qualifications that are required for the job.

All employees promoted into new job positions will undergo a 90-day introductory period as described in the New Hires and Introductory Periods policy. Unlike new hires, however, such employees will continue to receive Company benefits for which they are eligible.

## 5.13 Standards of Conduct

Emergency Veterinary Hospital PLLC wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Company property (including in Company vehicles), or on Company business.
- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Company or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying Company property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of Company trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Dishonesty.
- Excessive tardiness or absences.
- Smoking in nondesignated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Company premises during working hours.

- Failure to dress according to Company policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this Company.
- Gambling on Company premises.
- Lending keys or keycards to Company property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

## **5.14 Transfers**

Emergency Veterinary Hospital PLLC may transfer your employment from one position to another with or without notice, as required by production or service needs, or upon request by you and with management approval. Transfers in excess of 90 days may be considered final and your paycheck may be increased or decreased consistent with the pay scale for your new position.

## **5.15 Workforce Reductions (Layoffs)**

If necessary based upon business needs, Emergency Veterinary Hospital PLLC management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for all involved, and the Company will make its best effort to make sound business decisions while acknowledging the needs of its workforce.

## **6.0 General Policies**

### **6.1 Bulletin Boards**

Emergency Veterinary Hospital PLLC maintains an official bulletin board located in the employee kitchen for providing employees with official Company notices, including wage and hour laws, changes in policies, and other employment-related notices. At times the Company may also post information of general interest to employees on the bulletin board. You are responsible for being informed about this material by periodically reviewing the bulletin board. Only authorized personnel may add and remove notices from the bulletin board.

### **6.2 Computer Security and Copying of Software**

Software programs purchased and provided by Emergency Veterinary Hospital PLLC are to be used only for creating, researching, and processing materials for Company use. By using Company hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Company policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the Company, or developed by Company employees or contract personnel on behalf of the Company, is and will be deemed Company property. It is the policy of the Company to respect all computer software rights and to adhere to the terms of all software licenses to which the Company is a party.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the Company to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your manager's approval.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the Company.

### **6.3 Employer Sponsored Social Events**

Emergency Veterinary Hospital PLLC holds periodic social events for employees. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by a manager prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi or appoint a designated driver.

### **6.4 Nonsolicitation/Nondistribution Policy**

To avoid disruption of business operations or disturbance of employees, visitors, and others, Emergency Veterinary Hospital PLLC has implemented a Nonsolicitation/Nondistribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Nonsolicitation/Nondistribution Policy.

You are prohibited from soliciting other employees during your assigned working time. For this purpose, working time means time during which either you or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other employees are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunch rooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and nonharassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to manager.

### **6.5 Off-Duty Use of Employer Property or Premises**

You may not use Emergency Veterinary Hospital PLLC property for personal use during working time. You are responsible for returning Company property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes use of copy machines, computers, Company products, or office supplies for personal use without prior authorization.

It is Company policy to control off duty and nonworking hour use of Company facilities either for business or personal reasons. You are prohibited from using Company facilities during off duty or nonworking hours without the written consent of your manager. If you use Company facilities during your off-duty hours or Company off-hours, you may be required to sign a log-in and log-out sheet maintained by the Company or building manager.

### **6.6 Personal Appearance**

Your personal appearance reflects on the reputation, integrity, and public image of Emergency Veterinary Hospital PLLC. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.

Technicians and veterinary assistants must wear scrub outfits or scrub pants with EVH clothing during their shifts. Doctors may wear scrubs or a lab coat over business casual clothing. All employees have the option to wear any apparel bearing the EVH logo on it. All clothing should be worn professionally and in the manner it is intended to be worn. Staff are prohibited from wearing anything bearing the logo of any other place of employment, including any other veterinary clinic. Exceptions will be made for any clothing of a religious or ethnic nature, so long as it does not prohibit one from performing their job appropriately. Any jewelry worn by staff must be discreet or small enough that it would not prohibit staff from properly performing their job. Hats, do rags, and bandanas covering entirety of head are not allowed on shift unless for a specific holiday themed event.

Once a year EVH will provide employees with an apparel item (jacket, shirt, or sweatshirt, etc) that has the EVH logo on it. This apparel is to be worn with your scrubs while on shift to show clients that you are an employee of EVH. If it is worn at times you are not on shift care should be taken to not expose it to situations where it could become ruined or excessively stained.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The Company, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Company. Contact your manager to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

## **6.7 Personal Cell Phone/Mobile Device Use**

While Emergency Veterinary Hospital PLLC permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, PDAs, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Company property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with Company policies regarding the protection of confidential and proprietary information when using personal devices.

You may not connect your personal device to the Company network or to Company equipment (computers, printers, etc.).

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

## **6.8 Personal Data Changes**

It is your obligation to provide Emergency Veterinary Hospital PLLC with your current contact information, including current mailing address and telephone number. Inform the Company of any changes to your

marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact management.

## 6.9 Security

All employees are responsible for helping to make Emergency Veterinary Hospital PLLC a secure work environment. We are a 24 hour company meaning safety to our over-night staff is important. All doors should be locked after midnight unless there are clients in the building. Refrain from discussing specifics regarding Company security systems, alarms, passwords, etc. with those outside of the Company.

Immediately advise your manager of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the Company. Safety and security is the responsibility of all employees and we rely on you to help us keep our premises secure.

## 6.10 Social Media

At Emergency Veterinary Hospital PLLC, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Company, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all employees who work for the Company.

### Guidelines

For purposes of this policy, **social media** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the Company, as well as any other form of electronic communication.

Company principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employees of the Company.

### Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### Be Respectful

The Company cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or Company policy. Your personal posts and social media activity should not reflect upon or refer to the Company.

### Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company.

- Do not create a link from your personal blog, website, or other social networking site to a Company website that identifies you as speaking on behalf of the Company.
- Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, do not represent yourself as speaking on behalf of the Company. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

### Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by the Company.

### Media Contacts

If you are not authorized to speak on behalf of the Company, do not speak to the media on behalf of the Company. Direct all media inquiries for official Company responses to Human Resources.

### Retaliation and Your Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

## **6.11 Third Party Disclosures**

From time to time, Emergency Veterinary Hospital PLLC may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the Company and should refer any call requesting the position of the Company to the practice manager/office manager. If you have any questions about this policy or are not certain what to do when such a contact is made, contact the practice manager/office manager.

## **6.12 Use of Company Technology**

This policy is intended to provide Emergency Veterinary Hospital PLLC employees with the guidelines associated with the use of the Company information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at the Company, and all use of such resources and systems when accessed using your own devices, including but not limited to:

[[List items, such as:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.

- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.]]

### General Provisions

Company IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.

All content maintained in Company IT resources and communications systems are the property of the Company. Therefore, employees should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on Company electronic information and communications systems.

The Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over Company IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the Company will exercise this right periodically, without prior notice and without prior consent.

The interests of the Company in monitoring and intercepting data include, but are not limited to: protection of Company trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on Company IT resources and communications systems.

Do not use Company IT resources and communications systems for any matter that you would like to be kept private or confidential.

### Violations

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, the Company will also advise law enforcement officials of any illegal conduct.

## **6.13 Workplace Privacy and Right to Inspect**

Emergency Veterinary Hospital PLLC property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Company and is subject to inspection at any time, without notice to any employees, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Company premises including that kept in lockers and desks.

## **6.14 Safety and Security**

### **OSHA**

OSHA stands for the Occupational Safety and Health Administration and it is a federal organization that oversees workplace safety. There is a local division as well known as MIOSHA. These organizations have strict guidelines that businesses and employees have to follow to ensure safety of employees, clients, and patients.

## **WORKPLACE INJURIES**

## **INCIDENT REPORT PAPERWORK**

- In the event an employee is injured either by a bite or scratch the first thing to do is wash the wound vigorously for 10 minutes with betadine scrub.
- Once the wound has been treated and the patient had been returned to their cage the Incident Report paperwork (located in the Important Documents Binder above the lab computer) should be completed. This paperwork should be turned into management no later than 3 days after the bite incident occurred.
- EVH Managements will fill out appropriate paperwork in accordance with OSHA and MIOSHA.

## **WORKER'S COMPENSATION CLAIM**

Every employee is insured by EVH's worker's compensation policy. In the event of an incident causing injury during work, the affected employee must notify management as early as possible and will be required to file an incident report. EVH reserves the right to conduct a thorough investigation before filing a claim, which may include interviewing witnesses, reviewing video footage, or exploring other evidence that may exist. Every detail of the event must be disclosed to management as early as possible. Once an investigation is complete, a claim will be filed within a reasonable period of time. The insurance company also reserves the right to conduct its own investigation of the incident, which may include, but will not be limited to interviews with the claimant as well as witnesses.

## **BITE/SCRATCH TRAINING BLOCK**

Any person who is bitten and/or scratched by an animal on more than one occasion and requires medical attention has to complete this On the Floor at Dove training block before they will be able to handle a patient, again.

## **PROPER ANIMAL RESTRAINT**

EVH believes in utilizing a combination of minimal restraint techniques, while still maintain safety for employees and patients. Most animals coming into the clinic are experiencing an illness or injury that might make them scared or painful. Animals in these conditions can bite so it is imperative to know the signs that an animal is going to bite or could become fractious and address them early on. EVH utilizes a training program for Veterinary Assistants and Technicians to teach proper restraint and how quickly they move through that training varies from person to person and depends on how many days per week they work at EVH, how many patients they have exposure to, how quickly they learn, and how motivated they are to learn.

## **MSDS BINDER**

There is a blue binder located under the lab printer that contains all Material Safety Data Sheets (MSDS) for each product or chemical that we have in the facility. These sheets are used to inform you how to best handle that product, what precautions to take, and how the product should be stored. It also gives information about whether the product is flammable or not.

## **EMERGENCY PROTOCOLS BINDER**

There is a bright yellow binder located in the lower cabinet to the right of the seat at the lab island. This binder contains protocol sheets on various emergencies that could arise as well as paper copies of Treatment sheets, estimate sheets, treatment consent forms, and euthanasia forms. Although the binder is located down there you should be aware of what the general protocols are for various emergencies, because often time s during an emergency you need to act quickly and will not have time to read a protocol.

## **RADIATION SAFETY**

We have two machines that emit radiation at EVH – an X-ray machine as well as a CT scanner. It is imperative that every employee understand the necessary protocols to remain safe while working around these machines.



Prolonged radiation exposure has been proven to lead to illnesses such as several different types of cancer. In veterinary medicine we often times need to take radiographs of a patient to better diagnose their condition, which means as an employee in veterinary medicine you are often times exposed to radiation on a daily basis.

The best way to minimize radiation exposure is to wear protective equipment while taking radiographs of a patient. Such equipment includes lead apron, thyroid shield, and lead gloves over your hands.

**It is required that all employees wear the appropriate shielding when taking radiographs at EVH**

The CT scanner has been shown to not emit radiation beyond the end of the patient table based on extensive testing by the nuclear physicists at the manufacturer. For this reason there is no need to wear additional shielding if you stand outside of the CT room while the machine is running. It also only emits radiation when taking scout images or obtaining the CT images. If a patient is not stable enough and requires a Technician to be in the room while the scan is being performed there is an appropriate lead gown on the wall with attached thyroid shield that should be worn. At no time should there be any hands inside the gantry while the scan is running so lead gloves are not required.

Lead gowns and aprons are evaluated quarterly and radiographed once quarterly to look for any defects in them that might allow extra radiation through. These logs are kept in the Radiation Safety binder located in the management office.

Dosimetry badges are provided for each employee at EVH. These badges are located along the wall right outside of the Radiology room and employee names are on each one. These badges are used to measure how much radiation you are exposed to as an employee. They are sent back to a company for measurement every 3 months and are replaced with new ones. A report is then made available to management with the amount of radiation each employee was exposed to, and alerts are given for employees who have exceeded a safe amount. These reports are kept in the Radiation Safety binder located in the management office.

Should an employee's badge come back with a higher amount of radiation exposure than that employee will not be allowed to take radiographs of patients for that quarter (3 months) unless otherwise stated in the report from the company reading the dosimetry badges.

*Badge Use*

Body Badges: Employee radiation exposure is monitored with a dosimeter badge worn on the chest. This is to monitor what is called whole body dose. This badge should be worn on the front of the body, between the shoulders and waist. Properly locating the badge on your body insures your dose report will be accurate and representative of the dose received on the job.

Steps you can take to best utilize your Radiation badge to ensure accurate results:

1. Always wear your dosimetry badge when working
2. Do not wear your X-Ray Badge (dosimeter) when you are receiving x-rays for your own personal health care.
3. Do not wear your badge when you go home, or out for lunch.
4. Wear your dosimetry badge outside of your lead apron (unless using more than one radiation dosimeter).
5. Report any lost/damaged unit immediately (sunshine/heat, the washer, etc.). Prevent damage by not leaving your monitor in areas of high temperature.
6. Place the control in a radiation-safe area; this affects the accuracy of all your dosimeters! - Your Control Badge is NOT for testing (operator booth, receptionist's desk, etc.). Additional badges for testing can be assigned and provided by Sierra Radiation Dosimetry Service.
7. Sharing dosimetry badges can invalidate the reading for each individual.
8. Do not tamper with your badge or anyone else's. The reports are legal documents and are regarded as real exposures received

Control Badges: The control badge is used to measure the radiation the badges are exposed to in transit and the ambient radiation due to naturally occurring sources. It is very important you return the Control

Badge every wear period to increase the accuracy of the results. Any dose on the control badge gets subtracted from your personnel and area badges to obtain the occupational dose.

### Pregnant Women

U.S. Regulatory Commission Reg Guide 8.13

( <http://www.nrc.gov/reading-rm/doc-collections/reg-guides/occupational-health/rg/division-8/division-8-1.html>) requires licensees to "ensure that the dose to an embryo/fetus during the entire pregnancy, due to occupational exposure of a declared pregnant woman, does not exceed 0.5 rem (5 mSv)." Section 20.1208 also requires licensees to "make efforts to avoid substantial variation above a uniform monthly exposure rate to a declared pregnant woman." A declared pregnant woman is defined in [10 CFR 20.1003](#) as a woman who has voluntarily informed her employer, in writing, of her pregnancy and the estimated date of conception. Dose to declared pregnant workers should be minimized, total dose during gestation shall be less than 500 mrem, and no monthly dose should be substantially higher than any other month.

It is up to the pregnant employee and her doctor's discretion if she is allowed to take radiographs throughout her pregnancy. If she chooses to the above guidelines will be followed.

## **6.15 Shift Swap**

In the event that an employee wishes to swap or cover another employees shift that change must be approved by management. These changes can be requested in the When-I-Work App that is used for scheduling and requests off. When a shift swap is requested it is the responsibility of that employee to ensure that the shifts being swapped are in the same week whenever possible as to not accrue excessive over-time.

## **6.16 Pets at Work/Boarding Employee Pets**

### **PETS AT WORK**

We understand that in emergency medicine we tend to work long hours and our pets may need to come to work to ensure optimal health. However EVH patients get priority over any personal pet coming to work who is not there to be hospitalized.

Personal pets being brought to work should be housed in a cage or dog run only and not running free in the building, tethered to cages, or allowed in the Doctor's bedroom or office. They should be kept in the cages located near the CT room unless they are too large for a cage and require a dog run. However should a patient arrive who needs that space then the employee pet will need to move.

Our #1 priority is our hospitalized patients, many of which are likely in critical condition. Loud noises and stress can have a significant negative impact on those patients. If personal dogs are going to be loud and disruptive to hospitalized patients then measures should be taken to minimize stress by placing a curtain over their cage, bringing familiar objects from home, or medicating them with anti-anxiety medications.

Dogs will periodically need to be walked outside to urinate and defecate. You are responsible for cleaning up any urine or feces inside the building from your own dog, and feces outside. If your dog has a tendency to urinate on furniture in the building it is your responsibility to clean it up immediately to prevent damage to EVH property. Should damage occur it is at management's discretion if the employee should be charged for such repairs.

### **BOARDING OF PERSONAL PETS**

Personal pets will be allowed to board at EVH while employees are on out of town or having work done on

their residence. Employees will be charged a boarding fee on a per 24-hr basis that will have the employee discount applied. Employees should provide food and treats to be given to their pets while they are away. Employees will also be responsible for starting a treatment sheet and SOAP note containing all pertinent information including medications, food allergies, etc for each pet being boarded.

Over holidays or weekends there will be a limit of four total employee pets boarded whether from one employee or multiple employees. This is so that employees working can focus their time and energy on hospitalized patients.

Personal pets cannot be boarded for more than 7 days in a row unless prior authorization is obtained by management.

## **7.0 Benefits**

### **7.1 Nonexempt Personnel**

If you are classified as nonexempt at the time of your hiring, you will be eligible for minimum wage and overtime pay in accordance with federal, state, and local laws. If you have a question regarding whether you are exempt or nonexempt, contact your manager for clarification.

### **7.2 Employee Assistance Program (EAP)**

Emergency Veterinary Hospital PLLC provides confidential assistance through its employee assistance program (EAP) to all eligible employees. The EAP provides confidential access to professional counseling services for help with personal concerns that may impact job performance. These concerns may include, but are not limited to, health, marital, family, financial, legal, emotional, alcohol abuse, and drug use. The EAP can help assess the problem, offer guidance, and provide a referral to quality care.

Voluntary participation in the EAP will not jeopardize your opportunities for promotion or employment. You can contact the EAP directly. Any information about your contact, participation, or any recommended treatment is confidential and will not be disclosed to the Company.

In certain circumstances, you may be referred to the EAP by your manager due to job performance issues.

EAP services are available to eligible participants without charge; however, the cost of referrals to treatment or rehabilitation is your responsibility if it is not completely covered by insurance.

EAP services can be initiated by contacting the EAP service provider, ENI, at [www.ENIweb.com](http://www.ENIweb.com) or 1-800-960-5371.

### **7.3 Paid Time Off (PTO)**

Emergency Veterinary Hospital PLLC provides employees with paid time off (PTO). PTO may be used for vacation, sick time, or other personal matters.

#### *Eligibility*

All full-time regular employees are eligible to receive PTO after completing 1 year of employment.

#### *Deposits Into Your Leave Account*

PTO is calculated according to the calendar year.

The amount of PTO received each year is based on your length of service and [is granted in a lump sum at the beginning of each year/accrues according to an accrual schedule determined by the Company up to a maximum annual grant as shown below:

- First year of employment: 1 week annually.

- Second through fourth year of employment: 2 weeks annually.
- Fifth year through ninth year of employment: 3 weeks annually.
- Over ten years of employment: 4 weeks annually.

\*\* With one week being equal to 36 hours

PTO granted during your first year of employment will be prorated based on your hire date.

### Leave Usage and Requests for Leave

Company encourages you to use your PTO time. You are eligible to begin using PTO [[as soon as it is received]].

You must request PTO from your manager as far in advance as possible, but at least [[10 days]] in advance. The Company will generally grant requests for PTO when possible, taking business needs into consideration. When multiple employees request the same time off, it will be based on whomever requested off first. You must take PTO in increments of at least **1 full shift**.

### During a Leave of Absence

Company may require you to use any unused PTO during disability or family medical leave, or any other leave of absence, where permissible under local, state, and federal law.

You will not accrue PTO during unpaid leaves of absence, or other periods of inactive service, unless PTO accrual is required by applicable federal, state, or local law.

### Carryover

Unused PTO can be carried over to the following year but will be capped at 144 hours.

### Separation of Employment

Upon separation of employment for any reason, you will forfeit any earned but unused PTO time unless state law dictates otherwise.

## **7.4 401(k) Plan**

EVH provides a 401k plan through Paychex. All employees are eligible for this plan upon hire. Plan details are as follows:

EVH will match 1% up to 1% and 0.5% for every following percentage. The match is capped at 3.5% employer contribution with a 6% employee contribution.

Employees who separate from EVH prior to the two year lock-in period will forfeit any employer contributions made to their 401k account.

This benefit, as well as other benefits, may be canceled or changed at the discretion of the Company, unless otherwise required by law.

## **7.5 Incentive Programs**

### **Technician Bonus**

All Veterinary Technicians are eligible for a "Technician Assistance Bonus". For every patient a technician works with from triage, through the diagnostic work-up, financial discussions, and discharge and/or admittance to the hospital, the technician responsible will be awarded a dollar amount. On the weekend (Friday 6am through Monday 6am) the amount per patient is \$15, on weekdays the amount per patient is \$10. The final amount is calculated at the end of the month and placed on your pay check in one final sum. A Tech Assist fee can not be moved from one technician to another without prior management approval. In order to move the fee to a different technician than the one who initially begins the work-up there must be a

valid reason, and it will be discussed with both technicians involved in the patient pass-off.

## **Referral/Recruitment Program**

At EVH we encourage you to "refer a friend". If you believe there is a candidate who would be a good fit for our company then you may start the recruitment process. Each candidate will be interviewed by the management team to determine their eligibility prior to them joining our team. They must be a qualified veterinary technician, with work experience or a degree to verify. If the recruitment process is successful and the candidate you recommended for the job joins us as a veterinary technician you will each be awarded a \$500 dollar bonus, with an additional \$500 each being awarded after their 90 day period is complete.

## **7.6 Employee Discount**

Staff will automatically receive a 75% discount for veterinary services performed by EVH. Only pets belonging to staff members are eligible for this discount, or pets that are the financial responsibility of the employee. Employee balances are expected to be paid in full within 3 months of services being rendered. Employees may choose to either have the balances deducted from their paychecks or they may pay using cash, check, or credit card. If paycheck deductions are preferred then employee must notify management of this arrangement and discuss the amount they would like deducted from each paycheck. Any service that is deemed "at-cost" such as outside lab tests, cremation, or other outsourced services will be billed to employee either at cost, or at an amount that EVH deems reasonable to cover any expenses associated with such service.

Due to tax laws, any employee discount over 20% will be reported as income on your W2 each year. For more information on this please contact management.

## **7.7 Weekend Bonus**

Every employee with EVH is eligible for a weekend bonus of \$50 per shift. To receive the weekend bonus the employee must choose to pick up a full shift on Friday, Saturday, or Sunday. The shift that is picked up must be approved by management, and there must be a need for an additional employee of that position on the date chosen.

## **7.8 Quarterly Staff Growth Incentive Bonus**

### **Quarterly Staff Growth Incentives:**

*We set financial goals each year and this is broken down into quarterly and monthly. 10% of additional revenue above our "goal revenue" each quarter will be divided amongst support staff. Official guidelines for receiving this growth incentive will include:*

- Those employed with EVH for >90 days will receive 5-10% of the allotted amount, with the more substantial bonus of 90-95% being given after being employed >1 year
- Employee must be in good standing (total account balance <\$500, no write-ups, positive team member); if not in good standing then forfeit bonus for that quarter
- Bonus will be determined by the number of hours worked during the quarter.

Bonus amounts will be calculated and distributed the first pay period following the end of the quarter. Any disciplinary actions or actions that place an employee out of their good standing status in that time will count towards the previous quarter.

If an employee puts in their resignation within 90 days of receiving the bonus they will be required to pay this back.

## **7.9 Continuing Education and Tuition Assistance**

We believe in the continuing education of our employees. If Emergency Veterinary Hospital PLLC sends you to a class or training program during normal working hours related to your employment and you are nonexempt, you will be paid training pay for that time. If you are interested in attending an outside class and having the Company pay for your attendance, you are required to provide advance written notice describing the class, including the subject matter, length, and cost. Depending on the type of training, the Company may reimburse some or all of the fees, including materials expenses, meals, and transportation. If your manager approves of your attendance at a class that is not sponsored by the Company, you will be reimbursed once you have attended and paid for the class. You must provide receipts to management for reimbursement purposes.

## **7.10 Licensing Reimbursement**

For all licensed employees (IE: DVM and LVT's) EVH will pay for professional license renewals. This will be in the form of a reimbursement. You must provide receipts to management to be reimbursed for your licensing fees. To qualify for this benefit you must be employed with EVH for at least 1 year.

## **7.11 Dental Insurance**

All regular full-time employees who have completed [[90 days]] of employment at Emergency Veterinary Hospital PLLC are eligible for the Company dental plan. Dental plan benefits are described in detail in the Summary Plan Description (SPD).

## **7.12 Employer-Sponsored Disability Benefits**

Emergency Veterinary Hospital PLLC provides employees voluntary participation in Disability Insurance through Aflac. This participation is subject to underwriting approval and all premiums are to be paid out of pocket by the employee. The terms and conditions for the disability insurance program are outlined in the Summary of Plan Benefits. Contact [[Human Resources]] for a copy of the plan provisions and for any questions about the benefit.

## **7.13 Exempt Personnel**

If you are classified as exempt at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are exempt or nonexempt, contact your manager for clarification.

## **7.14 Health Insurance**

Emergency Veterinary Hospital PLLC offers group health insurance benefits to all eligible full-time employees who have completed 90 days of employment and their eligible dependents. Health plan benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from the practice manager.

Twenty five percent of your group health benefits are paid in part by the Company. The remainder of the costs are paid by you through deductions from your paycheck.

Benefits may be canceled or changed at the discretion of the Company, unless otherwise prohibited by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your health benefits under federal or state law. In such event, the Company will provide you with information about your rights to continue your benefits coverage.

## 7.15 Holidays

Emergency Veterinary Hospital PLLC offers the following paid holidays each year:

- New Year's Eve (afternoon/evening shifts only)
- New Year's Day
- Good Friday (evening shifts only)
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas Eve (afternoon/evening shifts only)
- Christmas Day

Unless otherwise specified holidays will fall from 12:00:00 am until 11:59:59 pm. Hourly staff will be compensated 150% of their hourly rate while working these shifts. It is expected that full time staff are available to work at least half of the recognized holidays.

Employees whose normal schedule has them working on the day that a recognized holiday falls will be expected to work their regularly schedule shift unless otherwise approved by EVH management prior at least one month prior. You may switch shifts with a staff member of the same position with approval from management.

## 7.16 Personal Leave of Absence

### TIME OFF

Time off, whether paid or unpaid, is capped at three weeks per twelve month period (to calculate the number of days off allowed, multiply three by the number of days scheduled in a typical week I.E. if your regular schedule has three shifts in a week, then you are allowed to request up to nine work days off in a year). EVH reserves the right to require employees to make up the time lost due to time off requests in order to accommodate for appropriate shift coverage.

It is important to note that time off requests are simple requests and it is at the discretion of EVH management if the time off request is authorized.

### UNPAID TIME OFF REQUESTS

Time off requests for Technicians and Assistants must be placed in the When-I-Work App.

### PAID TIME OFF REQUESTS

Paid time off requests should be noted in the When-I-Work app as usual with a memo denoting that the employee would like to use it as paid time off. If the employee calls in sick and wishes to use that day as paid time off they should submit the request via email to the practice manager with the subject line reading PAID TIME OFF REQUEST.

### RELIGIOUS OBSERVANCES

EVH will make a reasonable effort to accommodate employees who wish to observe religious holidays, unless it causes undue hardship on EVH to have them absent.

***In accordance with the Family and Medical Leave Act of 1993 (FMLA), Emergency Veterinary Hospital provides up to 12 or 26 weeks of unpaid, job-protected leave in a 12-month period to covered employees in certain circumstances.***

### Eligibility

To qualify for a leave of absence, you must:

Have worked for the Company for at least 3 months

### **Leave Entitlement**

You may take up to 12 weeks of unpaid leave in a 12-month period for any of the following reasons:

- The birth of a child and in order to care for that child (leave must be completed within one year of the child's birth);
- The placement of a child with you for adoption or foster care and in order to care for the newly placed child (leave must be completed within one year of the child's placement);
- To care for a spouse, child, or parent with a serious health condition;
- To care for your own serious health condition, which makes you unable to perform any of the essential functions of your position

The 12-month period is defined as any fixed 12-months – 12-month period such as a fiscal year (for example, October 1 through September 30), a year starting on an employee's anniversary date (for example, September 22 through September 21), or a 12-month period required by state law.

As used in the policy:

- *Spouse* means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage took place.
- *Child* means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability at the time FMLA leave is to commence. A child for the purposes of military exigency or military care leave can be of any age.
- *Parent* means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to you when you were a child.
- *Next of kin* for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.
- *Serious health condition* means an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions that may qualify, contact Human Resources.
- *Health care provider* means a medical doctor or doctor of osteopathy, physician assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.

### **Notice and Leave Request Process**

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not possible, give notice as soon as practicable (within one or two business days of learning of your need for leave). Failure to provide appropriate notice may result in the delay or denial of leave.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to planned medical treatment or a series of treatments for yourself, a family member, or covered service member, you must consult with the Company first regarding the dates of this treatment to work out a schedule that best suits your needs or the needs of the covered military member, if applicable, and the Company.

If the need for leave is unforeseeable, provide notice as soon as possible. Normal call-in procedures apply



to all absences from work, including those for which leave under this policy may be requested. Failure to provide appropriate notice may result in the delay or denial of leave.

### **Certification of Need for Leave**

If you are requesting leave because of your own or a covered relative's serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification forms from management. When you request leave, the Company will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provide at least 30 days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

At our expense, the Company may require an examination by a second health care provider designated by us. If the second health care provider's opinion conflicts with the original medical certification, we, at our expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Subsequent medical recertification may also be required. Failure to provide requested certification within 15 days, when practicable, may result in delay of further leave until it is provided.

### **Call-In Procedures**

In all instances of absence, the call-in procedures and standards established for giving notice of absence from work must be followed.

### **Leave Increments**

### **Intermittent Leave**

If medically necessary, leave for a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). Leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

As FMLA leave is unpaid, the Company will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave that is foreseeable due to planned medical treatments, the Company may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

### **Parental Leave**

Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental leave must be completed within 12 months of the birth or placement of the child; however, you may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

### **Family Care, Personal Medical, Military Exigency, and Military Care Leave**

Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

### **Paid Leave Utilization During FMLA Leave**

Leave is unpaid. If you are taking parental or family care, military exigency, and/or military care leave, you must utilize available vacation/PTO, personal days, and/or family illness days during this leave. If you are taking personal medical leave, you must utilize available sick, personal, and vacation/PTO days during this leave. If you are receiving short- or long-term disability or workers' compensation benefits during a personal medical leave, you will not be required to utilize these benefits. However, you may elect to utilize accrued

benefits to supplement these benefits.

### **Fitness for Duty Requirements**

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. You will not be permitted to resume work until it is provided.

### **Health Insurance**

Your health insurance coverage will be maintained by the Company during leave on the same basis as if you were still working. You must continue to make timely payments of your share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. If this occurs, you will be notified 15 days before the date coverage will lapse that coverage will terminate unless payments are promptly made.

Alternatively, at our option, the Company may pay your share of the premiums during the leave and recover the costs of this insurance upon your return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if you do not return to work at the end of leave, the Company may require reimbursement for the health insurance premiums paid during the leave.

### **Reinstatement**

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken.

### **Failure to Return**

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment. The Company is not required to grant requests for open-ended leaves with no reasonable return date under these policies or as disability accommodations.

### **Alternative Employment**

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

### **Abuse of Leave**

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination.

### **Designation of Leave**

If the Company becomes aware of any qualifying reason for leave, the Company will designate it as such. An employee may not refuse leave designation under this policy.

### **Retaliation**

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## **7.17 Bereavement Leave**

### **BEREAVEMENT LEAVE**

EVH does allow Bereavement Leave so that employees can work through the grief of losing a loved one. It is up to the employee if they would like to utilize their paid time off days for this time or if they would like to take unpaid time.

If an employee will be on leave for more than 7 days, then the employee should make every effort to notify EVH management prior to the end of the 5th day so that arrangements can be made for shift coverage.

### **7.18 Life Insurance**

Emergency Veterinary Hospital PLLC provides life insurance to all regular full-time employees who have completed 90 days of employment with the Company. You will be required to notify the benefits administrator of your intended beneficiary. Refer to the Summary Plan Description (SPD) for details about the benefit.

### **7.19 Regular Full-Time Personnel**

Regular full-time employees are those who have completed their introductory period and are regularly scheduled to work more than 36 hours per week. Unless stated otherwise or specifically permitted by law, all the benefits provided to employees at Emergency Veterinary Hospital PLLC are for regular full-time employees only. This includes vacation, holiday pay, health insurance, and other benefits coverage.

### **7.20 Regular Part-Time Personnel**

All employees who work fewer than 36 hours per week are considered part time. Part-time employees are not eligible for Emergency Veterinary Hospital PLLC benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically permitted by law.

### **7.21 Sick Pay**

If an employee calls in sick and wishes to use that day as paid time off they should submit the request via email to the Practice Manager with the subject line reading PAID TIME OFF REQUEST.

### **7.22 Temporary Personnel**

Temporary relief employees are hired for a specific period or specific work project. Emergency Veterinary Hospital PLLC reserves the right to extend the duration of temporary employment where necessary. Temporary relief employees are not eligible for benefits unless specified otherwise in this handbook or in the benefit plan summaries, or specifically permitted by law.

### **7.23 Unemployment Compensation Insurance**

Unemployment compensation insurance is paid for by Emergency Veterinary Hospital PLLC and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Company.

### **7.24 Vision Care Insurance**

All regular full-time employees who have completed 90 days of employment at Emergency Veterinary Hospital PLLC are eligible for the Company vision care plan. Vision care plan benefits are described in detail in the Summary Plan Description (SPD).

## **7.25 Workers' Compensation Insurance**

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at Emergency Veterinary Hospital PLLC, no matter how slightly, you are to report the incident immediately to your manager. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your manager immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

## **7.26 COBRA**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible Emergency Veterinary Hospital PLLC employees and their beneficiaries to continue health insurance coverage under the Company health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Contact Human Resources to learn more about your COBRA rights.

## **7.27 Military Leave (USERRA)**

Emergency Veterinary Hospital PLLC complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to management. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your manager of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact management.

# **8.0 Safety and Loss Prevention**

## **8.1 Business Closure and Emergencies**

Emergency Veterinary Hospital PLLC recognizes that inclement weather and other emergencies may affect your ability to get to work. In such situations, your safety is paramount.

### Company Closure

Examples of emergencies that may effect your commute: flash flooding, power outages, blizzards.

In an emergency, the Company will still remain open, as we are a 24 hour facility with patients who still require care.

### If You Cannot Get to Work

Unique circumstances may affect your ability to come to work even when the Company is able to remain open. The Company recognizes that in a severe national or regional disaster, all methods of communication may be unavailable; however, you should continue to try and contact your manager, by any method possible.

Time missed under circumstances where the Company remains open and you are unable to report to work is to be used as vacation time, personal time, or is unpaid.

## **8.2 Drug and Alcohol Policy**

Emergency Veterinary Hospital PLLC is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Company to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

### Prohibited Conduct

The Company expressly prohibits employees from engaging in the following activities when they are on duty or conducting Company business or on Company premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Company does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Company Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your manager if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

### Employer-Sponsored Events

From time to time, the Company may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.

### Treatment and/or Rehabilitation

The Company may assist you in seeking treatment or rehabilitation for drug or alcohol dependency. In such cases, the Company may consider your continued employment as long as concerns regarding safety, health, production, communication, or other work-related matters are adequately addressed. The Company may also require you to obtain a medical clearance and agree to random testing and a "one-strike" rule as a condition of continued employment.

### Violations

Violation of this policy may result in disciplinary action, up to and including termination of employment.

## **8.3 General Safety**

It is the responsibility of all Emergency Veterinary Hospital PLLC employees to maintain a healthy and safe work environment, report any health or safety hazards, and follow the Company health and safety rules.

Failure to do so may result in disciplinary action, up to and including termination of employment. The Company also requires that all occupational illnesses or injuries be reported to your manager as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

## **8.4 Work-Related Injury**

### **SAFETY AND SECURITY**

#### **OSHA**

OSHA stands for the Occupational Safety and Health Administration and it is a federal organization that oversees workplace safety. There is a local division as well known as MIOSHA. These organizations have strict guidelines that businesses and employees have to follow to ensure safety of employees, clients, and patients.

### **WORKPLACE INJURIES**

#### **INCIDENT REPORT PAPERWORK**

In the event an employee is injured either by a bite or scratch the first thing to do is wash the wound vigorously for 10 minutes with betadine scrub. Once the wound has been treated and the patient had been returned to their cage the Incident Report paperwork (located in the Important Documents Binder above the lab computer) should be completed. This paperwork should be turned into management no later than 3 days after the bite incident occurred. EVH Managements will fill out appropriate paperwork in accordance with OSHA and MIOSHA.

#### **WORKER'S COMPENSATION CLAIM**

Every employee is insured by EVH's worker's compensation policy. In the event of an incident causing injury during work, the affected employee must notify management as early as possible and will be required to file an incident report. EVH reserves the right to conduct a thorough investigation before filing a claim, which may include interviewing witnesses, reviewing video footage, or exploring other evidence that may exist. Every detail of the event must be disclosed to management as early as possible. Once an investigation is complete, a claim will be filed within a reasonable period of time. The insurance company also reserves the right to conduct its own investigation of the incident, which may include, but will not be limited to interviews with the claimant as well as witnesses.

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## **8.5 Workplace Violence**

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of Emergency Veterinary Hospital PLLC, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

### Zero Tolerance Policy

The Company has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

### Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

### Reporting Incidents of Violence

Report to your manager, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

### Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

### Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to management.

## **8.6 Risk Prevention**

### **WEAPONS POLICY**

No weapons are allowed on EVH property unless employee has a CCW, CPL, and the firearm is in a secure location in the locker or the car outside, with the safety engaged. With the nature of veterinary jobs employees are often times on the floor holding patients, leaning in an awkward way, etc. For this reason, even if an employee has a CCW, it is prohibited for them to carry the firearm on their body while performing their job duties on EVH property.

EVH management has zero tolerance for clients bringing in weapons. If such items as knives, machetes, swords, guns, bombs, etc are brought into the facility by a client, the authorities should be notified immediately and steps should be taken to ensure the safety of the staff. This includes locking handle on the exam room door so that the owners have to go all the way around to get into the back treatment area. This will give all employees enough time to evacuate out the back door and wait for the police.

### **WORKPLACE VIOLENCE POLICY**

EVH is committed to creating a safe environment for employees to work in. However, based on the nature of our field we deal with clients who may be distraught, angry, and experiencing grief. During these times they can often times misplace their anger and direct it towards those trying to help. The best way to prevent an incident is to avoid saying anything to these types of clients that could anger them further. Speak in a clear, confident, but compassionate tone to these clients.

Should a client, vendor, other employee, or random individual become violent there are steps that should be taken.

1. Do not resist! Your personal safety is of utmost importance to us. Medications and cash can be replaced, a human life cannot.
2. Call 911 or have another employee do so.
3. Make eye contact with the individual. Stop what you are doing and give that person your attention.
4. Speak calmly to build trust. Be honest and open.
5. Listen to what they have to say and are upset about – do not interrupt them as this could make the situation worse.
6. Offer feedback to assure you understand and try to reach a peaceful compromise.
7. Do NOT try to be a hero! Give the person whatever they want.
8. Study the person so that you can give the authorities an adequate description including height, weight, eye color, facial hair, hair color, build, clothing, jewelry, race, scars or tattoos or other distinctive markings, and vehicle they are in.

After the crisis is over, if the police have not been called then contact 911.

1. Do not clean up or wash up or change clothes
2. Do not touch anything at the scene
3. Carefully and accurately describe what occurred so that the police can locate the attacker.
4. Be examined by a physician if necessary
5. Complete an Incident Report and return it to EVH management.

## **RISK PREVENTION**

As a 24-hr emergency hospital we are at higher risk of theft/robbery than most clinics. EVH is committed to making our clinic a safe place to work for all employees. We take specific measures to deter robberies including a camera system for 24-hr monitoring, several lights in the parking lots and dog walking areas, only keeping \$100 cash on hand and having signs posted up front to this effect, and controlled substances are kept in locked safes/drawers. The doors are all locked at all times between 10 pm - 8 am and all staff have a badge for entry.

## **8.7 Drug-Free Workplace**

### *Drug-Free Workplace Act*

As a federal contractor, Emergency Veterinary Hospital PLLC must comply with the requirements of the Drug-Free Workplace Act of 1988, which is a part of Public Law 100-690, Anti-Drug Abuse Act of 1988. The federal Drug-Free Workplace Act of 1988 (§ 5152) covers grants and contracts for the procurement of any service with a value of \$25,000 or more.

To comply with the act, federal agency contractors and federal grant recipients must provide a drug-free workplace. These federal contractors and grant recipients will:

- Publish a statement prohibiting the unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs in the workplace and specify the actions that will be taken against employees for violations.
- Distribute a copy of the policy statement to employees engaged in the performance of a federal grant or contract.
- Notify employees that compliance with the policy is a condition of employment on such grant or contract and that employees must abide by the terms of the policy statement. The policy statement includes the requirement that employees notify the Company of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- Notify the granting or contracting agency within 10 days after learning of a criminal drug statute conviction.
- Impose a sanction as required under this act on employees who are so convicted.
- Establish a program of drug-free awareness, informing employees about the organization's policy of maintaining a drug-free workplace, the penalties that may be imposed upon employees for drug-abuse violations, the dangers of drug abuse in the workplace, and any available drug counseling, rehabilitation, and assistance programs.



- Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

### Americans with Disabilities Act

In addition to complying with the federal Drug-Free Workplace Act of 1988, the Company must comply with the requirements of the Americans with Disabilities Act of 1990 (ADA). Individuals who currently use drugs illegally are not individuals with disabilities protected under the ADA when an employer takes action because of their continued use of drugs. This includes people who use prescription drugs illegally as well as those who use illegal drugs. However, people who have been rehabilitated and do not currently use drugs illegally, or who are in the process of completing a rehabilitation program, may be protected by the ADA.

### Drug-Free Workplace Policy

The Company, in compliance with the federal Drug-Free Workplace Act of 1988, has adopted the following policy that must be adhered to as a condition of employment:

- The unlawful use, possession, manufacture, dispensation, or distribution of controlled substances in all work locations is prohibited.
- Any employees convicted of a criminal drug statute violation occurring in the workplace must notify their manager of the conviction within five days after the conviction. As required by the federal Drug-Free Workplace Act of 1988, the Company must inform contracting or granting agencies of such convictions within 10 days after receiving notification or otherwise receiving notice of a conviction.
- Upon receiving such notification, the Company, in conjunction with the location concerned, will take all steps necessary to assure the proper conduct of sponsored projects and programs. If a decision is reached to allow the affected individual to continue employment with the Company, the individual must participate in and satisfactorily complete an approved drug abuse assistance or rehabilitation program.

The Company will evaluate its obligations in accordance with state and other applicable laws where required, on a case by case basis.

## **9.0 Trade Secrets and Inventions**

### **9.1 Confidentiality and Nondisclosure of Trade Secrets**

As a condition of employment, Emergency Veterinary Hospital PLLC employees are required to protect the confidentiality of Company trade secrets, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

If you have information that leads you to suspect that employees are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your manager.

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

## **10.0 Customer Relations**

### **10.1 Customer, Client, and Visitor Relations**

Emergency Veterinary Hospital PLLC strives to provide the best products and services possible to our customers and clients. Our customers and clients support this business and generate your wages. You are expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working

time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, client, or visitor, notify your manager immediately. If a customer, client, or visitor voices a suggestion, complaint, or concern regarding our products or services, inform your manager or a member of management. Lastly, make every effort to be prompt in following up on customer, client, or visitor questions. Positive customer, client, and visitor relations will go a long way to establishing our Company as a leader in its field.

## **10.2 Products and Services Knowledge**

As a representative of Emergency Veterinary Hospital PLLC, you are expected to be familiar with the products and services we offer. Take every opportunity to learn the interrelationship between your position and the others of the Company. We consider our employees to be the best reflection of our business brand and company success.

# Michigan Policies

## Hiring and Orientation Policies

### Disability Accommodation

Emergency Veterinary Hospital PLLC complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your manager. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The Company will not discriminate or retaliate against employees for requesting an accommodation.

### EEO Statement and Nonharassment Policy

#### Equal Opportunity Statement

Emergency Veterinary Hospital PLLC is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age, height, weight, familial status, marital status, race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination,

harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your manager or any other designated member of management.

### Policy Against Workplace Harassment

Emergency Veterinary Hospital PLLC has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age, height, weight, familial status, marital status, race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

### Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

### Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age, height, weight, familial status, marital status, race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;

- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

### Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify [[name, title, phone number, email]] or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

## **Reporting a Complaint**

### **PROCEDURES FOR REPORTING A COMPLAINT**

#### **NOTIFICATION OF APPROPRIATE STAFF**

Any complaints of harassment should be reported to a member of management or Dr Lindsay Ruland immediately. If an employee receives a complaint of harassment from another employee or witnesses another employee being harassed it needs to be brought to the attention of management immediately.

#### **TIMEFRAME FOR REPORTING THE COMPLAINT(S)**

It is important to report harassment complaints promptly so that a prompt response can be initiated by management and the action can be discontinued. Late reporting of an incident/complaint can adversely impact the ability to respond and to take appropriate action if warranted.

#### **PROTECTION AGAINST RETALIATION**

Any employee who, in good faith, reports an alleged incident of harassment or discrimination, or participates in an investigation will under no circumstance be subject to reprisal or retaliation of any kind. Retaliation is a serious violation of EVH's harassment policy and should be reported immediately. Any employee found to have retaliated against another employee for filing a complaint may be subject to corrective action up to termination of employment, and is at the discretion of EVH management.

#### **FALSE ACCUSATIONS**

We at EVH take complaints and accusations of harassment very seriously. If, during the investigation of a complaint, the results indicate that the complainant falsely accused another of harassment knowingly or in a malicious manner, the complainant may be subject to appropriate corrective actions, up to and possibly including termination of employment.

#### **INVESTIGATING THE COMPLAINT**

Once a complaint is filed an investigation will promptly ensue. EVH will try to maintain confidentiality in the process, however, as a small business it can be easy to determine who is being discussed without names

being given. Confidentiality will be maintained during the process to the extent that is practical and appropriate given the circumstances, but the need to fully investigate such a serious complaint is of utmost concern and priority.

### **RESOLVING THE COMPLAINT**

At the completion of the investigation both the complainant and the alleged harasser will be given a written summary of the findings and a copy will be kept in their employee files. If the alleged harasser is found to have discriminated or harassed the complainant then corrective actions will be taken, at the discretion of EVH management. If the alleged harasser was found to not have committed any form of discrimination or harassment then the complainant may be subject to corrective action, at the discretion of EVH management.

### **CORRECTIVE ACTION**

Corrective actions for harassment or discrimination will include a written summary of the investigation findings that the employee needs to sign and will remain in their employee file. It also can include referral to counseling, discrimination or harassment training, withholding of a promotion, temporary suspension without pay, demotion, or termination of employment.

### **APPEALS PROCESS**

If, after an investigation is complete, either party is dissatisfied with the outcome/findings, they can appeal. Appeals should be in writing, signed, and given to Dr Lindsay Ruland directly and in a timely manner. The process and investigation will be reviewed a second time after which no more appeals will be granted.

### **Religious Accommodation**

Emergency Veterinary Hospital PLLC is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from the Company dress code or the individual's schedule, basic job duties, or other aspects of employment. The Company will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation. At no time will the Company question the validity of a person's belief.

If you require a religious accommodation, speak with your manager [[or appropriate department]].

### **Wage and Hour Policies**

#### **Accommodations for Nursing Mothers**

Emergency Veterinary Hospital PLLC will provide nursing mothers reasonable unpaid break time to express milk for their infant child(ren) for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from co-workers and the public.

Expressed milk can be stored [[in company refrigerators, refrigerators provided in the lactation room or other location, in a personal cooler]]. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock out for any time taken that does not run concurrently with normally scheduled rest periods.

You must make reasonable efforts to not disrupt Company operations.

You are encouraged to discuss the length and frequency of these breaks with your manager.

[[Optional clause: This policy applies only to employees classified as nonexempt under the Fair Labor Standards Act.]]

## **Meal and Rest Periods**

Emergency Veterinary Hospital PLLC strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your manager regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meal and rest periods.

## **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your manager.

At certain times Emergency Veterinary Hospital PLLC may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

## **Pay Period**

At Emergency Veterinary Hospital PLLC, the standard pay period is biweekly for all employees. Pay dates are Friday. If a pay date falls on a holiday, you will be paid on the preceding workday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your manager if this type of date arises.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your manager immediately.

## **Wage Disclosure Protection**

In accordance with Michigan law, Emergency Veterinary Hospital PLLC will not:

- Require you, as a condition of employment, to refrain from disclosing your wages;
- Require you to sign a waiver or other document that proposes to deny you the right to disclose your wages; or
- Discharge, formally discipline, retaliate, or otherwise discriminate against your job advancement for disclosing your wages.

However, if you have access to or knowledge of the compensation information of other employees as a part of your essential job functions, you may not disclose that information to individuals who do not otherwise have access to it, unless the disclosure is:

- In response to a formal complaint or charge;
- Part of an investigation, proceeding, hearing, or action, including an investigation conducted by the Company; or
- Consistent with the legal duty of the Company to furnish information.

If you believe that you have been discriminated or retaliated against in violation of this policy, immediately report your concerns to [[appropriate person or department]].

Nothing in this policy will be enforced to interfere with, restrain or coerce, or retaliate against employees regarding their rights under the National Labor Relations Act.

## **Performance, Discipline, Layoff, and Termination**

### **Disciplinary Process**

Violation of Emergency Veterinary Hospital PLLC policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your manager will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

## **General Policies**

### **Access to Personnel and Medical Records Files**

Emergency Veterinary Hospital PLLC maintains separate medical records files and personnel files for all employees. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Supervisors and others in management may have access to your personnel file for possible employment-related decisions. If you wish to review your personnel or medical records file, you must give the Company reasonable notice. Inspection must occur in the presence of a Company representative.

All requests by an outside party for information contained in your personnel file will be directed to the [[appropriate department]], which is the only department authorized to give out such information.

## **Benefits**

### **Crime Victim Leave**

Emergency Veterinary Hospital PLLC will provide eligible employees time off from work to respond to a subpoena or request by the prosecuting attorney for the purposes of giving testimony.

#### Eligibility

To be eligible for time off under this policy, you must be a victim of crime or a victim representative.

A **victim** is an individual who has suffered direct or threatened physical, financial, or emotional harm as a result of the commission of a crime.



A **victim representative** is an individual who is:

- A guardian or custodian of a child of a deceased victim if the child is less than 18 years of age.
- A parent, guardian, or custodian of a victim of assault if the victim is less than 18 years old.
- A person who has been designated to act in place of a victim of assault while the victim is physically or emotionally disabled.

### Compensation

Time off granted under this policy will be unpaid; however, exempt employees may be compensated as required by applicable law.

### Notice

Upon receiving a subpoena, provide your manager with reasonable advance notice of the need for leave. If advance notice is not practicable, provide appropriate documentation within a reasonable time after the absence.

### Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## **Health Insurance**

Emergency Veterinary Hospital PLLC offers group health insurance benefits to all eligible full-time employees who have completed (90) days of employment and their eligible dependents. Health plan benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from [[appropriate person or department]].

Your group health benefits are paid in part (25%) by the Company. The remainder of the costs are paid by you through deductions from your paycheck.

Benefits may be canceled or changed at the discretion of the Company, unless otherwise prohibited by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your health benefits under federal or state law. In such event, the Company will provide you with information about your rights to continue your benefits coverage.

## **Jury Duty Leave**

Emergency Veterinary Hospital PLLC encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your manager as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use PTO in place of unpaid leave.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## Voting Leave

If your work schedule prevents you from voting on Election Day, Emergency Veterinary Hospital PLLC will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your manager, consistent with applicable legal requirements.

## Safety and Loss Prevention

### COVID-19 Precautions

In order to help keep the workplace free from COVID-19 infection, Emergency Veterinary Hospital PLLC complies with the safety precautions established under Michigan law.

If you test positive for COVID-19 or display the principal symptoms of COVID-19, you should not report to work until all of the following conditions are met:

- If you had a fever, you must be fever-free for 24 hours without the use of fever-reducing medications.
- Either 10 days has passed since the later of:
  - o The date your COVID-19 symptoms first appeared; or
  - o The date you received a positive COVID-19 test result.
- Your principal symptoms of COVID-19 have improved.

If you have had close contact with an individual (considered having been within approximately six feet for 15 minutes or longer) who tested positive for COVID-19 or with an individual who has displayed the principal symptoms of COVID-19, you should not report to work until either:

- Fourteen days have passed since you last had close contact with the individual; or
- The individual with whom you had close contact receives a medical determination that they did not have COVID-19 at the time you had close contact with them.

**Principal symptoms of COVID-19** is defined by order of the director or chief medical executive of the Michigan Department of Health and Human Services. If the term is not defined at the time the above action is taken, principal symptoms of COVID-19 means any of the following:

- One or more of the following not explained by a known medical or physical condition:
  - o Fever.
  - o Shortness of breath.
  - o Uncontrolled cough.
- Two or more of the following not explained by a known medical or physical condition:
  - o Abdominal pain.
  - o Diarrhea.
  - o Loss of taste or smell.
  - o Muscle aches.
  - o Severe headache.
  - o Sore throat.
  - o Vomiting.

The Company will not discharge, discipline, or otherwise retaliate against you for:

- Failing to report to work in compliance with the above policy. This includes situations where you failed to report to work because you displayed the principal symptoms of COVID-19 but later tested negative for COVID-19.
- Opposing a violation of this policy.
- Reporting health violations related to COVID-19.

## **Drug and Alcohol Policy**

Emergency Veterinary Hospital PLLC is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Company to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

### Prohibited Conduct

The Company expressly prohibits employees from engaging in the following activities when they are on duty or conducting Company business or on Company premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Company does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Company Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your manager if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

### Employer-Sponsored Events

From time to time, the Company may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.

### Treatment and/or Rehabilitation

The Company may assist you in seeking treatment or rehabilitation for drug or alcohol dependency. In such cases, the Company may consider your continued employment as long as concerns regarding safety, health, production, communication, or other work-related matters are adequately addressed. The Company may also require you to obtain a medical clearance and agree to random testing and a "one-strike" rule as a condition of continued employment.

### Violations

Violation of this policy may result in disciplinary action, up to and including termination of employment.

## **Workplace Smoking**

Emergency Veterinary Hospital PLLC is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients.

EVH is a smoke free workplace. There is no smoking allowed in the building per Michigan's Smoke-Free Air Law (Public Act 188 enacted in 2009).

Employees are not allowed to smoke within 20 feet of the building and are not allowed to smoke while on

duty. If an employee smokes before their shift, they must do so outside in a well ventilated area. Work uniform/attire should not smell like smoke nor should it smell like smoke that has been covered by perfume as these odors can be offensive to clients/co-workers and can elicit asthma attacks or allergies in people.

If an employee wishes to smoke outside while at work they will need to clock out and notify all team members, including the Doctor on shift, that they are going outside for a smoke break. Only one smoke break per shift is allowed and should not be longer than 10 minutes.

Failure to comply with this policy will result in corrective action. Multiple occurrences will result in employment termination, although this is at the discretion of management.

## **Closing Statement**

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Company and a safe, productive, and pleasant workplace.

Dr. Lindsay Ruland, Owner/Chief of Medicine

Emergency Veterinary Hospital PLLC

## Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Emergency Veterinary Hospital PLLC Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the [[position or title]] of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or effect the right of the Company to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Company representative) or a collective-bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective-bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA).

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Emergency Veterinary Hospital PLLC.

If I have any questions about the content or interpretation of this handbook, I will contact immediate supervisor.

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Signature

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Date

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Print Name