

# **Pediatric Care Services, Inc.**

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## **Manual of Policy**

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## I. PREFACE

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This Employee Handbook has been prepared for employees of *Pediatric Care Services, Incorporated*. It contains important statements of policy and procedure that exist to insure a safe, orderly and well functioning professional environment.

The purpose of the Employee Handbook is to provide each employee with the knowledge necessary to successfully understand the personnel policies of *Pediatric Care Services, Incorporated*. *Pediatric Care Services, Incorporated* may revise policy and procedure from time to time and as this occurs, *Pediatric Care Services, Incorporated* will provide each employee with updated information.

Neither the information described in the Employee Handbook nor the Employee Handbook itself is a contract, or evidence of a contract, or a guarantee of continued employment for any length of time.

## II. INTRODUCTION

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*Pediatric Care Services, Incorporated* and its officers would like to welcome you to our working team. It is our desire that you feel both satisfied and rewarded for your very important contribution to our child and family clientele, and *Pediatric Care Services, Incorporated* overall.

Since 2001 *Pediatric Care Services, Incorporated* continues to evolve from the body-of-knowledge that supports the professional and systematic application of multidisciplinary early intervention strategies and services for infants and toddlers with disabilities. Further, *Pediatric Care Services, Incorporated* believes that the interventions will work to minimize the potential for developmental delays, and maximize the potential for long-term self-sufficiency and independence.

*Pediatric Care Services, Incorporated* understands the critical and most influential role of the family in the development of a child. Therefore, *Pediatric Care Services, Incorporated* acknowledges that the child's most valuable resource is her/his family; and intervention services are created to assist in developing that resource to its greatest potential but not to supplant critical family participation. For this reason, *Pediatric Care Services Incorporated* clearly views its role in applying intervention strategies, to address the child in the context of her/his family and not solely as an individual.

### III. GENERAL ORIENTATION

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#### **Equal Opportunity / Anti-Discrimination Policy**

*Pediatric Care Services, Incorporated* is an equal opportunity employer. No person shall be employed, disciplined, counseled, terminated, or in any way favored or discriminated against because of race, national origin, citizenship status, age, religion, color, ancestry, gender, sexual orientation, political opinion or affiliation, physical, mental or developmental handicap, or disability and/or veteran status or for any other basis provided by law.

#### **Recruitment and Selection Policy**

*Pediatric Care Services, Incorporated* requires that an applicant for employment meet the following requirements, in addition to meeting those minimum requirements as posted on the official Job announcement. *Pediatric Care Services, Incorporated* will then (subject to availability of a position), deem the applicant eligible and consider the applicant for employment.

1. Applicant must...
  - Provide *Pediatric Care Services, Incorporated* with a valid Social Security Number.
  - Complete and sign U.S. Immigration and Naturalization Service (INS) Form I-9, Employment Eligibility Verification as required by The Department of Homeland Security, and provide *Pediatric Care Services, Incorporated* with the acceptable document(s) as required by Form I-9 Instructions.
  - Provide *Pediatric Care Services, Incorporated* with a valid California Driver's License, if required employed in any field position.
  - Provide *Pediatric Care Services, Incorporated* with valid Proof of Automobile Insurance for the established coverage limits, as specified by the Job Description.
2. All Infant Development Teacher, Therapist and Field Supervisor applicants shall provide *Pediatric Care Services, Incorporated* with evidence that a Tuberculosis Skin Test (Mantoux PPD Test) was administered within the past 12-months, where the result was negative. If the test result was positive, the applicant must provide *Pediatric Care Services, Incorporated* with a certification from a health provider stating that she/he is free from communicable Tuberculosis; this usually requires a chest radiograph (X-ray).
3. All Infant Development Teacher, Therapist and Field Supervisor applicants shall complete the California Department of Social Services, TrustLine Registry Form TLR-1 and the necessary fingerprint cards or Live Scan receipt and provide those to *Pediatric Care Services, Incorporated* for processing.
4. All Infant Development Teacher, Therapist and Field Supervisor applicants shall complete and sign an IRS W-4 form.
5. All Infant Development Teacher, Therapist and Field Supervisor applicants shall provide valid proof of current automobile insurance.

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#### **Employment Policies**

*Pediatric Care Services, Incorporated* employment Policies are in place in order to assure compliance with established law, manage risks, and to provide a safe and healthy work environment for all employees and a consistent environment for the children and families served.

##### **A. Background Check**

In the best interest of our clients, and in order to meet state requirements, Pediatric Care Services, Incorporated will perform a background check on all employees that may visit clients. To comply with the law, all potential candidates will be required to register with TrustLine Registry. Pediatric Care Services, Incorporated must obtain a "Certificate of Clearance" prior to a candidate receiving an offer of employment and official start date.

##### **B. Employees – At-Will**

All employees of *Pediatric Care Services, Incorporated* are considered at-will employees. An at-will employee is employed with no specific term and may be terminated at the will of either party on notice to the other.

##### **C. Training Period**

The training period for all employees is 90-calendar days from the date of hire. This period may be extended at the discretion of management. New hires will not be eligible for health, retirement, paid sick leave and vacation benefits until the successful completion of the 90-calendar day training period.

##### **D. Employee Dress Code**

All office employees at *Pediatric Care Services, Incorporated* are expected to dress in appropriate business attire (No Jeans Monday thru Thursday). When working in the field, Infant Development Teacher and Field Supervisor employees may wear appropriate clothing conducive to the physical aspect of working with the children, while continuing to maintain a professional appearance.

##### **E. Office / Field Policies, Security and Safety**

1. *Pediatric Care Services, Incorporated* provides all necessary general office furnishings, supplies and equipment to carry out the daily work of the organization. As such, it is the Policy of *Pediatric Care Services, Incorporated* that all equipment and supplies be utilized for company business only.
2. The use of *Pediatric Care Services, Incorporated* telephones is restricted to official business of *Pediatric Care Services, Incorporated* only. *Pediatric Care Services, Incorporated* requires that employees exercise professional business telephone etiquette at all times. The use of business telephones for personal calls is discouraged and should be conducted with prior approval from Management only.

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3. *Pediatric Care Services, Incorporated* employees shall not utilize their work area for the consumption of food and drink.
4. *Pediatric Care Services, Incorporated* prohibits non-employee visitors from being on the premises during working hours. *Pediatric Care Services, Incorporated* does understand that employees will receive a brief visit by family or friends from time to time and this Policy does not restrict that activity, so long as the visit does not interfere with the duties and responsibilities of the employee.
5. *Pediatric Care Services, Incorporated* does not permit soliciting, distributing, purchasing, or selling to occur on the premises. No employee shall engage in any commercial or enterprise activity, whether buying or selling, outreach or prospecting for businesses, clubs, organizations or memberships, or other activities not specifically authorized in writing by *Pediatric Care Services, Incorporated* while on duty.
6. *Pediatric Care Services, Incorporated* is not responsible for the personal belongings of employees or clients, to include vehicles and their contents while parked in a parking lot or any public or private drive, street or road. All personal belongings must be carefully stowed and secured to prevent loss, theft, damage, misuse or misappropriation.
7. *Pediatric Care Services, Incorporated* requires that all employees immediately report any injury to their respective supervisors. All injuries incurred while at work, regardless of severity, shall be reported. Injuries may be initially reported verbally in person or via telephone with a formal written report submitted with-in 24 hours of the injury.
8. *Pediatric Care Services, Incorporated* strives to provide a safe working environment for our employees. Any employee who becomes aware of a potentially unsafe condition shall report the condition to a supervisor immediately.
9. *Pediatric Care Services, Incorporated* issues a company Identification Card and requires all field employees to carry it in their possession at all times during each workday.

## IV. WORK HOURS

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### **Workweek**

The regular “workweek” extends from Monday through Friday. For the purpose of payroll calculations, the regular “weekly pay period” extends from Monday through Sunday.

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**Regular Work Hours**

- Office Hours: 8:00 am to 5:30 pm
- Field Hours: 8:00 am- 6:00 pm

**Overtime**

Employees shall not work overtime (or Saturdays) without prior approval from their immediate supervisor. A supervisor may unilaterally change an employee's work hours to meet the needs of the organization and its clientele.

Hourly employees will be compensated at the rate of one half (1.5) times their regular rate of pay for time worked over 8-hours in any workday or 40-hours in any weekly pay period. *Pediatric Care Services, Inc.*, employees may, on occasion be requested to voluntarily work overtime within a daily/weekly pay period in order to meet clients needs.

**Rest Periods**

Each employee shall take a 10-minute rest period for every 4-hours worked. Employees cannot accumulate or add the untaken rest period to the lunch periods or use the rest period to accelerate the end of the workday.

**Meal Periods**

All employees who work more than 5-hours per day must take a 30-minute, uninterrupted meal period. The 30-minute meal period shall be recorded daily on the employee's timecard. This will be a non-compensated meal period.

**V. HOLIDAYS**

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*Pediatric Care Services, Incorporated* recognizes the following holidays and will be closed for business. (Field employees will observe DDS closure days.)

- New Year's Day.....Paid Holiday
- Memorial Day.....Not Paid
- Independence Day (July 4).....Paid Holiday
- Labor Day.....Paid Holiday
- Thanksgiving Day.....Paid Holiday
- Christmas Day.....Paid Holiday

*Pediatric Care Services, Incorporated* will pay employees their average daily pay for designated paid holidays.

**VI. VACATION, PERSONAL DAYS, and OTHER LEAVES**

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**Vacation Accrual and Leave**

*Pediatric Care Services, Incorporated* provides paid vacation leave to employees who work an average of 20 -hours or more per week. The “per week” average will be calculated by dividing the total hours worked in a calendar month by four (4). Vacation hours will be accumulated based on the following accrual formula and years of service to *Pediatric Care Services, Incorporated*. Common mathematical rounding procedures will be performed for fractions of hours worked. It should be noted that vacation accrual shall begin as of the first date of employment; however it will be recorded at the end of the employee’s training period.

**A. 1<sup>st</sup> through 4<sup>th</sup> year of service**

If you work an average of 20-24 hours per week, you will accrue 2.0 hours of vacation leave each month, not to exceed 24 hours (3 days) of accrued vacation leave.

If you work an average of 25-30 hours per week, you will accrue 2.7 hours of vacation leave each month, not to exceed 32 hours (4 days) of accrued vacation leave.

If you work an average of 31 or more hours per week, you will accrue 3.4 hours of vacation leave each month, not to exceed 40 hours (5 days) of accrued vacation leave.

**B. 5<sup>th</sup> through 12<sup>th</sup> year of service**

If you work an average of 20-24 hours per week, you will accrue 4.0 hours of vacation leave each month, not to exceed 48 hours (6 days) of accrued vacation leave.

If you work an average of 25-30 hours per week, you will accrue 5.4 hours of vacation leave each month, not to exceed 64 hours (8 days) of accrued vacation leave.

If you work an average of 31 or more hours per week, you will accrue 6.7 hours of vacation leave each month, not to exceed 80 hours (10 days) of accrued vacation leave.

**C. 13 or more years of service**

If you work an average of 20-24 hours per week, you will accrue 6.0 hours of vacation leave each month, not to exceed 72 hours (9 days) of accrued vacation leave.

If you work an average of 25-30 hours per week, you will accrue 8.0 hours of vacation leave each month, not to exceed 96 hours (12 days) of accrued vacation leave.

If you work an average of 31 or more hours per week, you will accrue 10.0 hours of vacation leave each month, not to exceed 120 hours (15 days) of accrued vacation leave

Vacation accrual will stop one year after the employee’s hire date. Once an employee uses vacation time and his or her one year accrued vacation hours fall below the one year total, accrual will start again (as described above) and continue until the one year total is reached again. The employee will have three months after their accrual year has ended in order to take their vacation. Should vacation time not be taken within the

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accrual year or the three months following the vacation time will be lost. If an employee's one year accrual rate changes due to an increase in years of service, the new accrual rate will be used until the new one year maximum has been reached.

Vacation must be taken up to 10 consecutive days. Field Employees must submit their vacation request by the end of February of the year when they intend to take vacation.

#### **Personal Day**

*Pediatric Care Services, Incorporated* will offer two personal days per year to all full time employees.

#### **Personal Leave Policy**

*Pediatric Care Services, Incorporated* provides time off for our full time employees to enjoy leisure activities. In support of this policy, *Pediatric Care Services, Incorporated* full time employees will accrue a maximum of eight hours (8) of personal leave time. Personal leave time is allocated on January 1<sup>st</sup> of each year and cannot be carried over or otherwise accumulated. This time may be taken all at once or in two hour increments. *Personal leave requests shall be made through your immediate supervisor at least three days in advance.*

#### **Parent, Guardian, Grandparent with Custody Leave**

*Pediatric Care Services, Incorporated* understands the needs of a parent, guardian or grandparent-with- custody of a child attending school (Kindergarten through 12<sup>th</sup> Grade) to attend mandated meeting(s) as directed by school officials, pursuant to 48900.1 of the Education Code of California. As such, *Pediatric Care Services, Incorporated* grants necessary unpaid leave for this reason. Time off for mandated meetings shall be requested through your Supervisor at least five (5) days in advance.

#### **Maternity Leave**

*Pediatric Care Services, Incorporated* will grant up to 3-months of unpaid leave for the birth of a child. Employees are granted not more than 3-months of Maternity Leave every 24 months. This Maternity Leave policy does not include pregnancy disability leave. If an employee has taken the maximum (4-months) of pregnancy disability leave, then *Pediatric Care Services, Incorporated* will only grant 1-month of additional Maternity Leave when it is taken in conjunction with the pregnancy disability leave. If the employee takes less than the maximum 4-months of pregnancy disability leave, the employee will be granted the entire 3-months of unpaid Maternity Leave.

#### **Jury Duty and Other Legal Related Leave Activities**

*Pediatric Care Services, Incorporated* grants unpaid leave as required for non-exempt employees who are serving on an inquest or trial jury or when the employee is a victim of a crime and is required to appear as a witness. *Pediatric Care Services, Incorporated* will also grant unpaid leave as required by an employee to obtain relief as a result of domestic violence. In both leave situations, the employee must give reasonable notice to *Pediatric Care Services, Incorporated* and provide appropriate written documentation to their immediate supervisor.

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**Bereavement Leave**

*Pediatric Care Services, Incorporated* provides up to 5-days of unpaid leave should a death occur in the employee's immediate family. Immediate family is defined and limited to a parent, stepparent, spouse's parent, spouse, domestic partner, child, sibling, grandparent and any individual residing in the employee's household. An employee requesting more than 5-days may request a Leave of Absence.

**Temporary Military Leave and/or Reserve Duty**

*Pediatric Care Services, Incorporated* will grant unpaid leave to any employee who is a member of the reserve corps of the armed forces of the United States, the National Guard or the National Militia, while engaged in military duty ordered for the purposes of military training, drills, encampment, naval cruises or special duty. The employee is required to present the orders to their immediate supervisor no later than the following business day after receipt.

**Leave of Absence**

*Pediatric Care Services, Incorporated* will grant up to 3-months of unpaid leave for employees who have completed a minimum of 3-years of continuous service. A leave of absence is normally granted to employees in order to protect accrued length of service and benefit accruals, which might otherwise be terminated. A leave of absence may be granted for any legitimate purpose. Any request must be in writing and presented to your immediate supervisor, who shall present the analysis of the leave and its impacts on *Pediatric Care Services, Incorporated* for Management review.

If granted, an employee that is absent from work for 30-calendar days or less, *Pediatric Care Services, Incorporated* will continue all benefits and vacation accruals, and the employee is assured reinstatement to their former position or to a job of like status and pay upon return to work, except in the situation where there is not ample work or where a reduction in work force has or is taking place which would have affected the employee if it were not for the leave of absence.

An employee absent for more than 30-calendar days will cease accruing all benefits, and cannot be assured of their former position or job of like status and pay upon return.

An employee who does not return to work on the "agreed" return to work date and as specified in the written approval will be terminated.

## VII. ATTENDANCE and NOTIFICATION POLICY

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**Attendance**

Attendance is an important part of job performance and excessive tardiness or absenteeism may be cause for disciplinary action, up to and including termination from employment with *Pediatric Care Services, Incorporated*.

### **Notification of Absence or Tardiness**

- A. Employees who are late or absent for any reason are required to notify their immediate supervisor as soon as possible, but at least 30-minutes prior to the beginning of her/his regularly scheduled start time. An employee who fails to provide written notification to *Pediatric Care Services, Incorporated* of an absence for 3-consecutive working days will be deemed to have voluntarily resigned unless extreme circumstances prevent notification of the absence.

## **VIII. PAYROLL PROCESS and COMPENSATION**

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### **Time Records**

Employees are mandated to keep daily time records of the time they start their work period, leave for their meal period, finish their meal period and finish their work period.

*Office Staff* will be required to utilize the designated time-station in order to keep a record of their time worked in the office.

*Field Staff* are responsible for delivering a complete and accurate timecard for each workweek. Field Staff may report hours to their supervisor via telephone. Timecard reporting shall be conducted on the last day the employee works for that week. The original and completed time card must be delivered to *Pediatric Care Services, Incorporated* either by mail or personally, no later than 5-days following the end of the month. You are responsible for reporting any time record changes, discrepancies or errors to your Supervisor within 24 hours.

*Field Staff* will complete the Client Verification Form (copies available at the office) on a daily basis and turn in the completed original form to *Pediatric Care Services, Incorporated* on the last working day of the month. Field Staff shall also assure that on each visit the parent / guardian of the client signs the Form.

### **Pay Period and Payroll Process**

Payroll occurs twice monthly, with the bi-monthly period occurring as follows:

- The first pay period covers from the first through the fifteenth of the month. *Pediatric Care Services, Incorporated* will pay its employees on the 16th day of the following month.
- The second pay period covers from the sixteenth day of the month until the last day of the month.

For either pay period, payroll checks will be available on the sixteenth and the last day of the month, or in the case where the payday falls on a weekend or holiday, the last business day before the sixteenth and last day of the month.

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*Pediatric Care Services, Incorporated* offers direct deposit of payroll checks into your bank account. This can be requested in writing through the human resource department. Payroll checks can be mailed to your residence or picked-up by a third party upon written request

#### **Payroll Deduction, Levy, Garnishment & Notification Policy**

As discussed within the General Orientation: Employment Policies, Section A, *Pediatric Care Services, Incorporated* performs certain deductions each month. *Pediatric Care Services, Incorporated* will perform other voluntary payroll deductions that you elect in writing, as a result of benefit plan and or 401(k) contributions. *Pediatric Care Services, Incorporated* will also comply with any reporting mandate for paternity, child support enforcement and legally mandated deductions, levies, garnishments or child support enforcement order or information requests by the District Attorney's Office.

#### **Mileage Reimbursement**

*Pediatric Care Services, Incorporated* reimburses employees according to the established Internal Revenue Service (IRS) rate for work related mileage. Mileage Reimbursement Forms are due on the last day of the each month. *Pediatric Care Services, Incorporated* reimburses mileage from *client to client* only.

#### **Cellular Telephone Reimbursement and Usage Policy**

*Pediatric Care Services, Incorporated* provides cell phone reimbursement according to the hours an employee works in the field only. Reimbursement is as follows:

10-25 hours worked per month .....	\$10
26-50 hours worked per month.....	\$25
51-99 hours worked per month.....	\$50
100 or more hours worked per month.....	\$75

#### **Benefits**

*Pediatric Care Services, Incorporated* provides the following benefits to full-time employees...

- Health, Vision and Dental Insurance
- 401 (k) Plan
- Supplementary Insurance

#### **Workers' Compensation**

*Pediatric Care Services, Incorporated*, as required by law, carries Workers' Compensation Insurance to cover injuries or illnesses sustained on the job. An employee who suffers a work-related injury or illness that requires medical treatment beyond basic first aid must notify her/his supervisor immediately. A delay in the reporting of an injury may affect your workers compensation benefits; therefore, it is imperative that you report even minor injuries to a supervisor immediately

## **IX. WORKPLACE POLICIES**

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**Harassment**

**A. Sexual Harassment Prevention Policy**

The Equal Employment Opportunity Commission (EEOC) defines sexual harassment as; including, but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal and 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 a basis for employment decisions affecting such individuals, 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 working environment.

Anyone engaging in harassing conduct will be subject to discipline, up to and including termination from employment.

**B. Use of Derogatory Language, Harassment and Discrimination**

*Pediatric Care Services, Incorporated* prohibits harassment, discrimination or the use of derogatory language of any type. Derogatory speech or conduct on the part of any employee referring to another employee, client or other person's race, national origin, citizenship status, age, religion, color, ancestry, gender, sexual orientation, political opinion or affiliation, physical, mental or developmental handicap, or disability and/or veteran status, during working hours, on the premises of any *Pediatric Care Services, Incorporated* facility, client home or facility, or at any other work related event or location or time. Any violation of this Policy will subject the employee to discipline up to and including termination.

**Workplace Violence-Zero Tolerance Policy**

*Pediatric Care Services, Incorporated* recognizes that workplace violence is a growing nationwide problem and therefore, has adopted this Zero Tolerance Policy.

The safety and security of *Pediatric Care Services, Incorporated* employees and clients is of vital importance. Acts or threats of physical violence, including intimidation, harassment and or coercion, which involve or affect *Pediatric Care Services, Incorporated* or which occur on *Pediatric Care Services, Incorporated* property will not be tolerated.

**Drugs and Alcohol Policy**

*Pediatric Care Services, Incorporated* prohibits employees, while on duty from being under the influence of or in possession of alcohol or drugs, while on *Pediatric Care Services, Incorporated* property, at work locations, or at any time during the workday.

**Smoking Policy**

*Pediatric Care Services, Incorporated* does not allow smoking within any office, meeting room, break room, restroom, supply storage area, closet, or lobby of any of the Offices owned, leased, rented or utilized by *Pediatric Care Services, Incorporated* or its affiliates. Smoking is never permitted at the home or facility of a client, regardless of the environment.

## X. CONTINUING PROFESSIONAL TRAINING

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*Pediatric Care Services, Incorporated* subscribes to the notion that an organization and its members, who are charged with the delivery of developmental intervention services for infants and toddlers with disabilities, must possess a high level of knowledge and experience for positive outcomes to occur. To this end, we at *Pediatric Care Services, Incorporated* have established a training plan and policy.

### Requirements

1. All Field Staff shall attend a minimum of 16-hours of Continuing Education (CE) per calendar year while employed with *Pediatric Care Services, Incorporated*. Employees will be compensated at their regular hourly rate while attending mandatory classes.
  - a. Substitute training
    - i. Substitute training in lieu of Mandatory Training may be requested. A Certificate of Completion and or other supporting documents that reflect the name and location of the training, instructor name and credentials, course date, hours, and a brief description of course content shall be submitted to your supervisor in order to receive CE credit.

## XI. CHILD ABUSE – MANDATED REPORTING

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*Pediatric Care Services, Incorporated* employees are designated as mandated reporters of known or suspected instances of child abuse and/or neglect. (Pursuant to the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164, et seq.)

If a person, in their professional capacity or within the scope of their employment have knowledge of or observe a child whom the mandated reporter knows or reasonably suspects has been the victim of abuse, neglect, or exploitation they shall report their suspicions to the appropriate authorities immediately.

Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on her/his training and experience, to suspect child abuse or neglect.

*Pediatric Care Services, Incorporated* employees, under the circumstances and law described above, shall immediately report such instances to the Child Protective Services, by calling:

Los Angeles County, **1-800-540-4000.**

Orange County, **1-714-940-1000.**

Riverside County, **1-800-442-4918.**

San Bernardino County, **1-800-827-8724.**

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Ventura County, **1-805-654-3200.**

Any mandated reporter who fails to report an incident of known or reasonably suspected child abuse or neglect as required by law, is guilty of a misdemeanor punishable by up to six months confinement in a county jail or by a fine of one thousand (\$1,000) or by both fine and punishment [Penal Code Section 11166(b)] and will be subject to disciplinary action, up to and including termination.

Any *Pediatric Care Services, Incorporated* employee who is unsure of a given situation and whether to report an instance or not, shall immediately call a supervisor and or the Child Abuse Hot Line for consultation.

Any time a *Pediatric Care Services, Incorporated* employee makes a report to the police, sheriff or Child Abuse Hot Line they shall immediately report in writing to their *Pediatric Care Services, Incorporated* supervisor on the totality of the circumstance precipitating the report.

## XII. VEHICLE OPERATION/SAFETY POLICY

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- A. Employees cited for traffic violations while on *Pediatric Care Services, Incorporated* business will be subject to disciplinary action.
- B. *Pediatric Care Services, Incorporated* field employees are required to have access to an automobile during each workday.
- C. An employee involved in any automobile accident, however slight, while on *Pediatric Care Services, Incorporated* business or during the *Pediatric Care Services, Incorporated* workday shall immediately stop, exchange information with the driver / owner of the other vehicle(s) / property and immediately report the accident to your *Pediatric Care Services, Incorporated* supervisor, manager or director.
- D. *Pediatric Care Services, Incorporated* will not compensate any employee for any traffic violations.

## XIII. GRIEVANCE POLICY

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### **Grievance Defined**

A grievance is defined as an employee's dissatisfaction with an alleged violation of policy, procedure or practice. These may include any action, procedure or practice in selection or employment which he or she believes to be discriminatory on the basis of race, national origin, citizenship status, age, religion, color, ancestry, gender, sexual

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orientation, political opinion or affiliation, physical, mental or developmental handicap, or disability and/or veteran status.

#### **Resolving Grievances Informally**

*Pediatric Care Services, Incorporated* leadership encourages employees to resolve any problems that occur by discussing them with their immediate supervisor, within 5-working days of the actual event or when the issue is discovered. If the problem has not been resolved to the satisfaction of the employee, then the employee may resort to the Formal Written Grievance Procedure.

#### **Formal Written Grievance Procedure**

If, after 10 working days after speaking with the immediate supervisor the problem is not resolved, an employee may prepare a written outline of the problem detailing the basis for the complaint, and present it directly to the Director. The formal written grievance must be filed within 20-calendar days after the date of the grievance issue or when the issue is discovered.

#### **Pediatric Care Services, Incorporated Response**

*Pediatric Care Services, Incorporated* shall respond to the employee's grievance in writing within 5-working days of receiving the formal grievance.

#### **Appeal to Director**

If the employee is dissatisfied with the written response to the formal grievance the employee may request a meeting with *Pediatric Care Services, Incorporated* Management to discuss the decision. This request must be submitted within 10-business days of the date the *Pediatric Care Services, Incorporated* written response was received. An employee may elect to have a co-worker present during any and all meetings with Management.

#### **Understandings of Grievance Procedure**

It is understood that, *Pediatric Care Services, Incorporated* and the grieving employee shall maintain strict confidentiality of all communications, whether oral or written. Both parties also agree to maintain a professional decorum while undergoing the process. This understanding does not prevent the employee or employer from free and open communications with legal counsel.

## **XIV. TERMINATION OF EMPLOYMENT POLICY**

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### **Resignation**

Employee resignation is the deliberate and voluntary termination of employment.

**2-Week Notice:** Employees who voluntarily resign may provide *Pediatric Care Services, Incorporated* with at least a 2-week written notice, which includes the reasons for and date of resignation. Employees will be paid for any accrued, but unused, vacation.

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**Abandonment of Job**

Employees who fail to report to work for 3-consecutive workdays without notifying their supervisor will be considered to have voluntarily terminated their employment with *Pediatric Care Services, Incorporated*. Management may, at their discretion, determine that there are extreme circumstances which prevented the employee from contacting her/his supervisor for approval and that the employee has not resigned. Employees so terminated shall be paid for any accrued, but unused, vacation leave.

**Reduction in Work Force**

If it becomes necessary to reduce the number of positions at *Pediatric Care Services, Incorporated* for any reason, layoffs will be made at the sole discretion of management. Performance and seniority shall be considered prior to any layoff decision, but will not necessarily be determinative.

**Termination**

*Pediatric Care Services, Incorporated* may terminate any employee at any time, with or without cause, and without prior notice. No employee should assume that she/he has any right to continuous employment.

**Appeal of Termination**

Employees who have been terminated have the right to appeal the action through the Grievance Policy.

**Final Paychecks**

- An employee who voluntarily terminates employment without giving prior notice, will be paid her/his wages within 72-hours.
- If the employee gives at least 72-hours notice of her/his intention to quit, the wages will be paid to the employee at the time of quitting, and at the employee's worksite.
- An employee who quits without 72-hours notice may request that her/his final wage payment be mailed to a designated address.
- An employee who is terminated involuntarily will be paid all wages due at the time of termination, to include unused vacation leave.
- All final paychecks for employees will include any accrued, but unused, vacation.
- *Pediatric Care Services, Incorporated* supervisors will collect all company property that the employee may have before the employee's departure.