



**STRIKE AGREEMENT LETTER [SAL] – CALIFORNIA**

March 24, 2024

Thank you for your commitment for the upcoming 3-day strike in California, expected to commence April 2<sup>nd</sup>, 2024. Please review this Strike Agreement Letter ("Agreement" or "SAL") as it includes valuable information regarding the details of this strike assignment. Unless otherwise required by law, this Agreement sets forth the terms of your employment. **A signed copy of this Agreement is required prior to you traveling to the strike assignment.**

**EMP ID:**

**FIRST NAME:**

**LAST NAME:**

**\*SHIFT:**

**ASSIGNED POSITION:**

**START DATE:**

**END DATE:**

**TRAVEL DATE and COMMITMENT:** Healthcare Professionals (HCPs) selected for this strike need to be available to travel March 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup>. This strike assignment requires a minimum 5-day commitment away from home (based on a March 31<sup>st</sup> travel date). HCPs will travel home on April 5<sup>th</sup>.

**INDUCTION PAY:** HCPs will be paid \$17.75 per hour for time spent in induction.

**TECHNOLOGY REIMBURSEMENT:** To reimburse for the minimal usage of your personal device to scan time for your electronic timesheet on-site, you will be paid a one-time payment of \$5.00. Any additional technology reimbursement must be approved in writing by USN.

**PRE-ORIENTATION CURRICULUM:** Pre-orientation curriculum via online learning is required to work this strike assignment for **most** specialties. HCPs will be paid at a rate of \$50.00 per hour to complete the pre-orientation curriculum. The estimated time to complete the pre-orientation curriculum is 3 hours. The estimated time to complete the online learning is pre-determined and is based on the completion time of travelers who have previously completed the curriculum. Spending more time on the curriculum than the advised estimated time for your specialty will not be paid without the express authorization of USN.

Specialties who require completion of the pre-orientation curriculum prior to the in-person orientation will receive instructions to access the pre-orientation work via a separate email.

**ORIENTATION** and **STRIKE PAY:** An in-person orientation will be held on-site and will last approximately 10-12 hours depending on the assigned position. HCPs will be paid the strike pay rate per hour for their assigned position, for hours spent in the in-person orientation and hours worked once the strike commences.

The pay rate for all RN positions for time worked during the in-person orientation and the strike shift work is \$100 per hour.

The pay rate for OR TECH positions for time worked during the in-person orientation and the strike shift work is \$70 per hour.

This assignment may include on-call hours with the potential for call back for some positions. The on-call pay is \$5.00 per hour and call-back pay will be paid at 1.5 times per hour of the strike shift work pay rate. Call-back hours are defined as hours worked **after you have been in on-call status outside of the facility** and are requested to return to the facility outside of your scheduled shift. Call-back hours count towards Guaranteed Hours.

**GUARANTEED HOURS:** This strike assignment offers a 48-Hour Guarantee inclusive of time spent in induction, orientation and time spent to complete the pre-orientation curriculum. If the strike commences, and you meet all USN and file requirements, you will be scheduled to work 48 hours during the strike. If your hours worked do not equal at least 48 hours, then you will be paid the difference in hours at your hourly, strike pay rate only if you have been "available" to work all hours that you were scheduled and/or requested to work the first week.

You will only receive compensation for the difference between your scheduled hours and the number of hours you actually worked during the week of the strike. For example, if you are scheduled for 48 hours of work and you receive only 46 hours of work, in addition to being paid for the 46 hours of work, you will receive two hours of compensation that week at your strike rate of pay if you were available to work all of your scheduled and/or requested hours that work week.

You will be considered to have been "available" to work only if the facility fails to schedule a sufficient number of shifts or sends you home early or cancels your shift in whole due to staffing needs or low patient census.

You will **not be considered "available"** to work if any of the following occur during the work week:

- You start a shift late, leave early, or volunteer to leave work early during a shift that week.
- You are released by the facility or USN for performance or any other reason, other than for staffing needs or low patient census that prevents you from successfully working the entirety of all your scheduled shifts that week.
- You refuse to float, be on-call, work a night or day shift or accept appropriate assignments based on skills and other population or age specific competencies.
- Your availability to work a shift is restricted by expired or missing credentials required for the position, or due to an investigation related to performance.
- You make yourself unavailable to work at any point during the workweek, including illness, personal reasons, or requested time off during the work week.

**Please note the facility reserves the right to cancel specific assignments based on needs and census at any time.**

You will be paid in accordance with Federal and state wage and hour laws for hours worked. All hours that you work the week of the strike, including any call back hours, will be included in determining whether you have been provided with your Guaranteed Hours.

If the planned strike settles prior to the start date or is postponed and thus does not occur, an HCP with an active California license and/or the appropriate state and/or national certification and requirements, who is in receipt of their Travel Advisement and housing assignment provided by USN will be paid \$250 if the strike settles prior to the (HCP) traveling to the strike location.

If the planned strike settles prior to the start date or is postponed and thus does not occur, an HCP **who has traveled to the strike location** and successfully meets all USN employment and file requirements will be paid for 20 hours inclusive of any time spent in induction and the in-person orientation.

HCPs that have elected to drive to the client induction locations must acknowledge when they have commenced travel to the induction location by completing the Driver's Trip Log which is date and time stamped to indicate the beginning of travel. Only driving candidates that have completed Driver's Trip Log before the potential strike settlement, postponement or cancellation occurs will be eligible to receive the 20 hours at the hourly strike pay for the assigned position. The link is accessible by clicking [here](#) or scanning the QR code located at the end of this agreement. **This form should be completed at the time driving commences.**

In the event the planned strike does not take place and you believe the above scenarios are inapplicable to your situation or that you have special circumstances that need to be considered with regard to your travel or related pay, please contact a USN recruiter at 1-800-726-8773.

**ARBITRATION:** HCP and USN agree to resolve all disputes and claims related to this Agreement and/or any dispute related to HCP's employment with USN to binding arbitration rather than going to court. HCP and USN agree that all such disputes and claims will only be arbitrated on an individual basis, and that both parties waive the right to participate in or receive money from any class, collective, or representative proceeding. This arbitration requirement shall be subject to applicable state law that may alter the requirement in any lawful way.

**HAIR AND FACIAL HAIR:** We strongly recommend a clean-shaven face and neatly maintained hair for the duration of the assignment such that patient care and health and safety is not compromised. Notwithstanding, facility policies and/or applicable guidelines may require certain hair and facial hair restrictions.

**ARTIFICIAL NAILS/LASHES:** HCPs participating in this strike assignment must adhere to USN's policy regarding artificial nails and lashes not being deemed too long by USN and/or representatives of the facility such that patient care or health and safety is not compromised throughout the duration of the assignment. Notwithstanding, facility policies and/or applicable guidelines may require certain artificial hair and lashes restrictions.

**ELECTRONIC TIMEKEEPING:** Hours for time spent at the on-site orientation and time worked during the strike will be captured via a scanner by a USN on-site representative. HCPs are instructed to download their personal QR code to be used for scanning via the US Nursing App. The QR code will be scanned at the beginning and end of the on-site orientation as well as at the facility for the beginning and end of the shifts once the strike commences. If scanning is not available for any reason, USN will provide a timekeeping alternative as soon as practicable.

The web timesheet application link will be provided to you for this specific strike assignment to electronically document your meal breaks while at orientation and during your assignment once the strike commences.

- The recording of orientation and shift start and end times will be scanned into the system upon your arrival and departure to/from the orientation site/facility holding area.
- USN may establish a different pay scale for travel time (not less than minimum wage). HCPs will be informed of the different pay rate for travel before any on-site travel commences.
- Time waiting for the courtesy shuttle to depart after your shift has ended is **not** paid time. Once your shift ends, you will promptly scan out indicating the end of your shift. You may take the courtesy shuttle or find alternative transportation back to your assigned strike lodging.
- Missed meal and/or rest breaks **must be approved by your unit supervisor and added to the comments in your electronic time sheet.** Please include the name of the supervisor who approved the missed meal and/or rest break.
- As this strike includes Daily Pay, it is imperative that you submit your timesheet within 30 minutes of ending your shift.

**PROFESSIONAL FILE:** A complete file containing all USN requirements is mandatory **prior to your travel being booked.** If you are unable to provide the required documents prior to traveling, you may forfeit your offer to work this strike assignment.

Electronic submission of documents to the nurse portal or the USN mobile app is necessary to avoid long wait times at induction. Additionally, all documents must be hand carried to the strike assignment. Please refer to page 7 for a list of all documents required.

**TRAVEL CONFIRMATION:** Our Red Light/Green Light line is set up to keep you informed of the status of the strike engagement. On the day you are confirmed to travel, call **303-802-1114** before going to the airport and upon landing to confirm the strike is still scheduled to commence. Drivers should call at the beginning of their drive to the strike assignment as well as **every two hours** to ensure the strike is still scheduled to commence. Drivers are required to complete the following [form](#) upon the commencement of deployment.

If you elect to fly to the strike assignment, you will be provided with a one-way airline ticket from your home to the location of the strike assignment and another one-way ticket from the location of the strike assignment back home. USN is not responsible for airline delays or cancelled flights. **Once a ticket is provided to you, change fees and additional airfare purchases to include upgrades and new flights will not be reimbursed unless the changes are required and authorized by USN.**

**USN will not change flights that have been booked unless necessary for the current strike assignment. Flight changes subsequent to USN booking are only acceptable for the current strike assignment and cannot be changed to be used for personal trips or future use.**

Timely notifications of late arrival; cancelled or delayed flights or other issues preventing you from arriving when scheduled will help safeguard your offer for this assignment. **Any changes to the expected arrival date/time should be communicated immediately to USN by calling 800-726-8773.**

Fights home after the strike's scheduled end are to be booked to depart after **12 pm local time** to ensure facility coverage.

If you elect to drive to your strike assignment, USN will offer mileage reimbursement at the current IRS recommended rate per mile for a maximum of 735 miles each way to/from your residence and the assignment location (1,470 miles roundtrip).

**HOUSING INFORMATION:** USN will provide single occupancy housing at designated hotels or similar residential housing for this strike assignment.

**CODE OF CONDUCT:** We are on one team with the same goal of excellence in patient care during this assignment. It is expected that all USN employees display a behavior of professionalism toward patients, colleagues, supervisors, USN representatives/ambassadors, hotel and transportation staff and anyone you encounter related to this strike assignment. Discriminatory behavior, retaliation, harassment, or victimization towards others is not allowed and could result in disciplinary action up to and including termination of the current strike assignment as well as future assignments and/or strikes. USN promotes lawful freedom of expression and open communication. Nonetheless, we expect everyone to follow our Code of Conduct outlined in this Agreement.

**ON-SITE TRANSPORTATION:** USN provides transportation to and from the facility as a convenience to you. **No meetings or assignment of work tasks will occur during the commute.** If you choose to take the transportation provided, it is your responsibility to be on time for all scheduled transportation loadings. Additionally, you understand should you miss the scheduled transportation provided, USN will work with you to obtain transportation to the facility which may include a taxi, car/ride service but the cost associated with this transportation will be your responsibility unless required and authorized by USN.

If you choose to take alternative transportation to and from the onsite orientation or facility shifts, you **must check in** via a USN ambassador/representative during designated courtesy shuttle/bus load times or by calling **800-726-8773** at least **2 hours** before the start of your shift. **Additionally, you must report to orientation or your assigned shift once the strike commences at the time designated by the facility. Late arrivals to the onsite orientation may impact your offer to work the strike.**

**PAYROLL INFORMATION:** You will receive a payroll packet via DocuSign for documents required to work in the state of California. These documents include a Federal W-4; California State Form and a California Meal Waiver. Information will also be provided on PreferPay, the daily pay solution for California daily pay.

**Any W-4 received after the induction period cannot be changed immediately and will be updated in accordance with IRS guidelines, within 30 days of receipt.** Hours spent in induction, orientation, completion of online education as well as applicable transportation pay (when applicable) will be paid separately from the hours worked during the strike.

The workweek for this assignment will begin on April 2nd at 12:00 am. All shifts will begin at 11:00 am, 7:00 am or 7:00 pm unless a different shift assignment is determined by the facility or by USN's on-site leadership.

**PER DIEM:** All HCPs will receive daily meals and incidentals per diem in the amount of \$20.00 per day for travel days (days HCP travels to and from home) and \$40.00 per day for each day on assignment.

**OTHER:** The facility will provide scrubs for OR, Endoscopy, L&D and PACU units. It is highly recommended you wear a separate set of scrubs to and from the facility and pack another set of scrubs to wear during your shift if you are working in any COVID units.

Please make certain to bring your complete file; a credit card for incidentals (including room service, hotel internet access and laundry charges) and personal hygiene items. USN is not responsible for lost, damaged, or stolen items to include but is not limited to luggage, laptops, and other personal electronics.

**\*ASSIGNMENT CONSIDERATIONS:** Absolute flexibility is required as it relates to shift assignment, shift length, floating to appropriate units and, when asked, to return to the facility due to a change in census. Arriving late, missing a shift, refusal to workdays or nights, or refusal to work an extended shift or to return when asked to return to the facility, are grounds for discipline, up to and including ineligibility of Guarantee, termination and disqualification from future assignments. You must be flexible and work with the facility's needs. Whenever necessary, unit floating and shift changes may be required. On-call may be required in specific units, including but not limited to OR, PACU, Endoscopy, Cath Lab, and Interventional Radiology. Unit, shift, and on-call assignments will be finalized on-site.

Staffing changes, including shift swaps with other HCPs, facility or position changes, will be directed by USN in partnership with the client. All requested staffing changes must be communicated to and approved by USN prior to the shift start.

**DRUG SCREEN:** All Healthcare Professionals are required to have a negative 10 panel drug screen within the last 12 months. If unavailable, Healthcare Professionals will be required to complete a new drug screen prior to traveling to the strike assignment or on-site.

Healthcare Professionals who are required to take a drug screen onsite must present proof of prescribed medication and may be subject to clearance by an MRO. Healthcare Professionals will not be compensated for any shifts missed, are ineligible for any Guaranteed Hours, and may be sent home if the MRO cannot clear the drug screen prior to the start of the strike. Healthcare Professionals who are sent home due to invalid drug screens will only be compensated for induction hours if applicable, pre-orientation curriculum pay if completed at time of dismissal and are not eligible for any other compensation associated with the strike assignment

**LUGGAGE REIMBURSEMENT:** Although airline luggage costs may vary, USN will reimburse for one luggage fee of \$30.00 each way (unless luggage fees are not charged), to and from the strike assignment. USN will not reimburse for any excess weight charges for luggage. Healthcare Professionals who have opted in as a flyer in response to the travel survey at time of accepting the offer for this strike assignment will automatically receive a \$60.00 reimbursement (for any luggage for which they have been charged a fee) on the final true-up to cover luggage fees.

**OTHER REIMBURSEMENT:** Reimbursement for necessary travel expenses other than those addressed elsewhere in this agreement require prior written approval before the expense is incurred to be eligible for reimbursement. Any such reimbursement requests for pre-approved expenses must then be submitted within 30 calendar days of the end of the assignment. Late submissions will only be reimbursed if required by applicable state law.

**MEAL AND REST BREAKS:** Meal breaks and rest breaks will be provided during the event as set forth in the Company's Meal and Rest Break Policies and in accordance with applicable meal and rest break waivers and California law. Accurate recording of meal breaks is required for all HCPs. Missed Meal and/or Break periods must be notated in the comment section of the electronic timesheet. The note should include what meal or rest period was missed and the name of the approving Unit Manager/Charge Nurse.

By signing below, you are acknowledging that, you agree to the terms of employment regarding this event. This Agreement is not a contract for guaranteed employment for any particular period of time. Rather, USN is an at-will employer and your employment with USN is "at will." Please contact a USN recruiter with any questions.

Your signature below also serves as acknowledgement that you have received and reviewed the separately attached "Notice and Acknowledgement of Pay Rate and Payday" and onboarding notices that includes information about your employer, wages, and rights under applicable laws.

**Printed Name:**

**Signature:**

**Date:**

**Emergency Contact Name:**

**Number:**

Driver's Trip Log





## **ACKNOWLEDGEMENT OF RECEIPT OF HEALTHCARE PROFESSIONAL EMPLOYEE HANDBOOK**

I have received the current Healthcare professional Handbook and have read and understand the material covered. I have had the opportunity to ask questions about the policies in the Handbook, and I understand that any future questions that I may have about the Handbook or its contents will be answered by Human Resources personnel upon my request.

I agree to and will comply with the policies, procedures and other guidelines set forth in the Handbook.

I understand that the policies set forth in this Handbook (and in any applicable state appendices) govern the terms of my employment except to the extent that the terms of my employment may be governed by a collective bargaining agreement.

I understand and acknowledge that this Employee Handbook supersedes all prior oral or written statements by the Company concerning its employment policies, guidelines, and benefits. I understand that the Company reserves the right to change, modify or abolish any or all of the policies, benefits, rules, and regulations contained or described in the Handbook as it deems appropriate at any time, with or without notice.

I acknowledge that neither the Handbook nor its contents are an express or implied contract regarding my employment and that my employment with the Company is and remains "at-will."

[CLICK HERE FOR EMPLOYEE HANDBOOK](#)

**Printed Name:**

**Signature:**

## FILE REQUIREMENTS:

**All requirements must be uploaded to estaff365.com, the Nurse Portal or the USN mobile application. PLEASE DO NOT EMAIL any requirements listed. All requirements must be valid through the end of the assignment and are required to work the strike. Please use this list as a checklist when uploading your documents.**

1. Active CA License or state certification required by discipline.
2. Current Work History.
3. Current BLS.
4. All Other Resuscitation or Specialty Certifications or State Certifications to include, but not limited to: ACLS, PALS, MAB, CPI, TNCC, CEN, Chemo Certifications, AWHONN, STABLE, NRP, FHM, NIH Stroke Cert, and any others requested for assigned discipline.
5. 10 PANEL DRUG SCREEN: **All** staff are required to have a negative 10 panel drug screen within the last 12 months. Staff who do not have a valid 10 panel drug screen within the last 12 months will be screened onsite. Staff required to take a drug screen onsite must present proof of prescribed medication and may be subject to clearance by an MRO.
6. Skills Checklist for intended specialty w/i 1yr (completed electronically).
7. Physician Statement w/i 12 months.
8. PPD, QuantiFERON, or T-Spot w/in 1yr and must include plant date and read date if skin test (if history of +PPD, must provide proof of positive documentation and proof of subsequent Chest X-ray).
9. TB Questionnaire w/i 1yr (completed electronically).
10. Rubella: Proof of positive titre or 1 vaccine.
11. Rubeola: Proof of positive titre or 1 vaccine.
12. Mumps: Proof of positive titre or 1 vaccine.
13. Varicella: Proof of positive titre or 1 vaccine.
14. Hepatitis B: Proof of positive titre, complete vaccine series, or declination.
15. Flu vaccination, for current season, or declination.
16. TDaP Booster within 10 years or Declination.
17. Evaluation: One evaluation within specialty from an RN, or higher, w/i 2 yrs.

Federal photo identification: I-9 with supporting documents - You must complete an I-9 form electronically using a 3rd party agent to verify your identity. Attached is a list of acceptable documents. Documents are uploaded into Guardian and should be brought with you onsite. Original documents, either one from List A or one each from Lists B and C must be valid and not expired. The only document that is acceptable as a photocopy is a certified copy is a U.S. birth certificate (see List C.4.).

New hires will be required to complete USCIS form I-9 on your first day of employment. Please see below for a list of acceptable I-9 documents that are required for completion:

**LISTS OF ACCEPTABLE DOCUMENTS:**

**All documents must be UNEXPIRED**

**Employees may present one selection from List A or a combination of one selection from List B AND one selection from List C.**

**LIST A**

**Documents that Establish Both Identity and Employment Authorization**

1. U.S. Passport or U.S. Passport Card
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa
4. Employment Authorization Document that contains a photograph (Form I-766)
5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status:
  - A. Foreign passport; and
  - B. Form I-94 or Form I-94A that has the following: (1) The same name as the passport; and (2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired, and the proposed employment is not in conflict with any restrictions or limitations identified on the form.
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI

**LIST B**

**Documents that Establish Identity**

1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address
2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address
3. School ID card with a photograph
4. Voter's registration card
5. U.S. Military card or draft record
6. Military dependent's ID card
7. U.S. Coast Guard Merchant Mariner Card
8. Native American tribal document
9. Driver's license issued by a Canadian government authority for persons under age 18 who are unable to present a document listed above:
10. School record or report card
11. Clinic, doctor, or hospital record
12. Day-care or nursery school record

**AND**

**LIST C**

**Documents that Establish Employment Authorization**

1. A Social Security Account Number card, unless the card includes one of the following restrictions:
  - (1) NOT VALID FOR EMPLOYMENT
  - (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION
  - (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION
2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)
3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
4. Native American tribal document
5. U.S. Citizen ID Card (Form I-197)
6. Identification Card for Use of Resident Citizen in the United States (Form I-179)
7. Employment authorization document issued by the Department of Homeland Security
8. Examples of many of these documents can be found here: <https://www.uscis.gov/i-9-central/acceptable-documents/list-documents/form-i-9-acceptable-documents>

# NOTICE TO EMPLOYEE

*Labor Code section 2810.5*

## EMPLOYEE

Employee Name: \_\_\_\_\_

Start Date: \_\_\_\_\_

## EMPLOYER

Legal Name of Hiring Employer: \_\_\_\_\_

Is hiring employer a staffing agency/business (e.g., Temporary Services Agency; Employee Leasing Company; or Professional Employer Organization [PEO])?  Yes  No

Other Names Hiring Employer is "doing business as" (if applicable):

\_\_\_\_\_

Physical Address of Hiring Employer's Main Office:

\_\_\_\_\_

Hiring Employer's Mailing Address (if different than above):

\_\_\_\_\_

Hiring Employer's Telephone Number: \_\_\_\_\_

If the hiring employer is a staffing agency/business (above box checked "Yes"), the following is the other entity for whom this employee will perform work:

Name: Santa Clara Valley Medical Center

Physical Address of Main Office: 751 S. Bascom Avenue San Jose, CA 95128

Mailing Address: 751 S. Bascom Avenue San Jose, CA 95128

Telephone Number: 408-885-5000

## WAGE INFORMATION

Rate(s) of Pay: \_\_\_\_\_ Overtime Rate(s) of Pay: \_\_\_\_\_

Rate by (check box):  Hour  Shift  Day  Week  Salary  Piece rate  Commission

Other (provide specifics): \_\_\_\_\_

Does a written agreement exist providing the rate(s) of pay? (check box)  Yes  No

If yes, are all rate(s) of pay and bases thereof contained in that written agreement?  Yes  No

Allowances, if any, claimed as part of minimum wage (including meal or lodging allowances):

\_\_\_\_\_

(If the employee has signed the acknowledgment of receipt below, it does not constitute a "voluntary written agreement" as required under the law between the employer and employee in order to credit any meals or lodging against the minimum wage. Any such voluntary written agreement must be evidenced by a separate document.)

Regular Payday: \_\_\_\_\_

## WORKERS' COMPENSATION

Insurance Carrier's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Policy No.: \_\_\_\_\_  
 Self-Insured (Labor Code 3700) and Certificate Number for Consent to Self-Insure: \_\_\_\_\_

## PAID SICK LEAVE

Unless exempt, the employee identified on this notice is entitled to minimum requirements for paid sick leave under state law which provides that an employee:

- a. May accrue paid sick leave and may request and use up to 5 days or 40 hours, whichever is greater, of accrued paid sick leave per year;
- b. May not be terminated or retaliated against for using or requesting the use of paid sick leave; and
- c. Has the right to file a complaint against an employer who retaliates or discriminates against an employee for
  1. requesting or using sick days;
  2. attempting to exercise the right to use paid sick days;
  3. filing a complaint or alleging a violation of Article 1.5 section 245 et seq. of the California Labor Code;
  4. cooperating in an investigation or prosecution of an alleged violation of this Article or opposing any policy or practice or act that is prohibited by Article 1.5 section 245 et seq. of the California Labor Code.

The following applies to the employee identified on this notice: *(Check one box)*

- 1. Accrues paid sick leave only pursuant to the minimum requirements stated in Labor Code §245 et seq. with no other employer policy providing additional or different terms for accrual and use of paid sick leave.
- 2. Accrues paid sick leave pursuant to the employer's policy which satisfies or exceeds the accrual, carryover, and use requirements of Labor Code §246.
- 3. Employer provides no less than 40 hours (or 5 days) of paid sick leave at the beginning of each 12-month period.
- 4. The employee is exempt or partially exempt from paid sick leave by Labor Code §245.5. (State exemption and subsection for exemption): \_\_\_\_\_

## EMERGENCY OR DISASTER DISCLOSURE

There is a state or federal emergency or disaster declaration applicable to the county or counties where the employee will work issued within 30 days before the employee's first day of employment and that may affect their health and safety during employment. (State emergency or disaster declaration and how it may affect health or safety)

\_\_\_\_\_

\_\_\_\_\_

## ACKNOWLEDGEMENT OF RECEIPT

<p>_____ Danielle Sherman (PRINT NAME of Employer representative)</p> <p>_____ <i>Danielle Sherman</i> (SIGNATURE of Employer Representative)</p> <p>_____ 3/27/2024 (Date)</p>	<p>_____ (PRINT NAME of Employee)</p> <p>_____ (SIGNATURE of Employee)</p> <p>_____ (Date)</p>
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The employee's signature on this notice merely constitutes acknowledgement of

Labor Code section 2810.5(b) requires that the employer notify you in writing of any changes to the information set forth in this Notice within seven calendar days after the time of the changes, unless one of the following applies: (a) All changes are reflected on a timely wage statement furnished in accordance with Labor Code section 226; (b) Notice of all changes is provided in another writing required by law within seven days of the changes.