

Deer Park Family Doctors

Personnel Policies and Employee Handbook

1603 Stevens Avenue
Louisville, KY 40205

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GENERAL

INTRODUCTION

As an employee of Deer Park Family Doctors, the Physicians consider you to be an important member of a team designed to provide the best possible medical care to our patients. In order to accomplish this, it is very important that each employee understand conditions of employment, personnel policies, responsibilities, and office expectations.

We recognize that our business needs may change from time to time, and that new government regulations may affect our operations. Therefore, we reserve the right to amend, rescind, or modify any of the office policies, practice, and benefits at any time, with or without prior notice.

This handbook is designed as a way of communicating office policies, benefits, and practices. This handbook is not intended to constitute a contract of employment. Please read this handbook thoroughly, as it may answer many questions you have about our working environment. Direct any unanswered questions to the Chief Administrative Officer or Designee. Also, retain the employee handbook for future reference, filing any subsequent issued updates or revisions.

We wish you success in your position and hope that your employment relationship with our office will be a rewarding experience.

DEFINITION OF PRACTICE

For the purposes of this manual, Deer Park Family Doctors will be referred to as the Practice from this point on.

Chief Administrative Officer will be referred to as the CAO.

PRACTICE GOALS

The following are the goals we have identified for our practice of medicine.

The principle goal of Deer Park Family Doctors is to provide the best possible medical care while maintaining a family-like environment and to provide this care at a reasonable cost to the patient. To do this we must:

- Never compromise on the quality of medical treatment.
- Treat every patient with respect, dignity, kindness, and courtesy.
- Work together in a spirit of harmony, cooperation, and professionalism.

- Employ personnel who are highly qualified, motivated, and share the goals of this Practice.
- Provide opportunities for our own continued professional growth and personal fulfillment.
- Earn a fair monetary return for our efforts and investment.

Remember that:

- The patient is the most important person in our profession.
- The patient's needs are the purpose of our work...not an interruption.
- The patient is the person who brings us his / her problems... it is our privilege to have the opportunity to serve our patients.
- The patient is an individual... not just a name, face, or number.
- The patient is a real person with feelings and emotions like our own.
- The patient is not someone with whom to argue or match wits.
- The patient is the lifeblood of our profession.
- The patient is the person who buys our service...and provides our income.
- The patient is not dependent on us...we are dependent on them.
- The patient does us a favor when they call.
- The patient deserves our most courteous attention.

BUSINESS ETHICS

The Practice's reputation for honesty and integrity is extremely important to its continued success and ability to compete in the marketplace. The Practice currently enjoys an excellent reputation with regard to business ethics and intends to preserve that reputation. All employees are required to adhere to the guidelines set forth in this policy. If an employee has any doubts as to the propriety of a particular situation, he or she should discuss the situation with the CAO or Designee as soon as possible. The following conduct is prohibited:

- An employee may not act on behalf of the Practice in any transaction involving persons or organizations with which he or she, or member of his or her immediate family, has any significant connection or financial interest.
- No employee may accept personal fees or commissions from any transactions on behalf of, related to, or involving the Practice or its property.
- Employees are prohibited from accepting compensation, service, benefits, payment, remuneration, or any other type of consideration from any organization doing business or seeking to do business with the Practice.

- Employees are prohibited from knowingly violating any state or federal statute or violating any procedures adopted by the practice relating to contracts, bidding, accounting, financial reporting, and disclosure procedures.

Any employee who has any reason to believe that any officer, director or employee of the Practice has violated or intends to violate any provision of this policy is required to report his or her concerns to the CAO or Designee as soon as possible. The failure to disclose a violation or possible violation of this policy is in itself a violation of the policy.

Any violation of this policy may be grounds for immediate discipline, up to and including termination of employment.

Employees may be asked to complete an annual questionnaire related to business ethics and to comply with this policy. All employees are required to provide complete, candid, and truthful responses to these questions.

EMPLOYMENT

AT-WILL EMPLOYMENT

This handbook is not a contract of employment with the Practice. All employment with the Practice is "at will". This means that employees retain the freedom to leave their employment at any time, with or without prior notice. In turn, the Practice retains the right to terminate the employment of a person at any time, at management's sole discretion, with or without prior notice. This policy may not be modified or amended other than through an express written contract between the Practice and an employee, signed by the CAO of the Practice and by the employee.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the Practice to provide Equal Employment Opportunities to all employees and potential employees through a positive and continuing program which prohibits discrimination in employment because of race, creed, color, religion, sex, national origin, age or disability, provided they meet the qualifications and can perform the essential functions of the position for which they are applying, with or without accommodation.

This policy shall apply to all activity with regard to communications, recruitment, job placement and promotions, training and educational programs, layoffs and terminations, compensation, employee benefits and working conditions of employment.

SELECTION STEPS

It is the policy of the Practice to establish and follow fair, consistent and nondiscriminatory employee practices in compliance with all applicable federal and state regulations, including the Equal Employment Opportunity Act and the Americans With Disabilities Act. It is the responsibility of the CAO or Designee to recruit, screen and refer qualified applicants to be considered for employment. It is the CAO or Designee's responsibility to select the final candidate.

Position vacancies will be filled in accordance with the Practice's budget and at its sole discretion.

RECRUITMENT

In an effort to fill vacancies, the practice may utilize a variety of recruitment sources, including:

- Job posting

- Newspaper advertising
- Employee referrals
- Professional journals
- Public employment agencies

The CAO or Designee shall coordinate all recruitment activity and related advertising. The CAO or Designee shall be responsible for the planning and placement of all recruitment advertising in addition to determining the cost and selection of media used.

No advertisement shall appear which in any way discriminates against any individual with regard to race, sex, age, national origin, religion or disability.

When all other methods of recruitment have been exhausted, consideration may be given to using a search firm or employment agency. However, the approval of the CAO or Designee is required in advance.

EMPLOYMENT APPLICATION

All applicants for positions will complete an Employment Application. Applications are reviewed by the CAO or Designee to determine qualifications of selected individuals before interviews are scheduled.

Applications shall be carefully reviewed for appropriate items, including:

- Professional licensure
- Work status
- Experience
- Education

INITIAL EMPLOYMENT INTERVIEW (CAO OR DESIGNEE)

Preliminary screening of all qualified applicants shall be done by the CAO or Designee. This screening process shall include:

- Application review
- Discussion of qualifications and experience
- Discussion of job description and the Practice benefits and pay rate.
- Reference Checks

It is the responsibility of the CAO or Designee to thoroughly check the employment and educational references of all candidates being considered for employment with the Practice before an offer is made.

Unsatisfactory references may preclude the employment of a job candidate.

If a candidate will not permit contact with his / her present employer before the job offer is made, the candidate should be advised that upon acceptance of an

offer, those references will be investigated and such offer will be contingent upon a satisfactory reference from this employer.

The CAO or Designee shall discuss discrepancies between the information on the employment application and that obtained in a reference with the candidate.

Any misrepresentation, falsification or willful omission of information on the employment application or any other employment documents shall render such records void and shall be grounds for disciplinary action, refusal of employment or discharge from employment without regard to when the falsification of records is discovered.

Reference information is privileged and confidential and may not be shared or discussed with anyone.

OFFER OF EMPLOYMENT

While the CAO's designee may make the selection of a final candidate, it is understood that the President will make all offers of employment, either directly or indirectly through Designee.

The CAO or Designee shall ensure that the starting salary is in compliance with the Practice's compensation program, and that the proposed salary offer is not in conflict with salaries for comparable positions within the Practice.

An offer of employment letter shall be prepared for all new employees confirming the start date, title, hours and other conditions of employment.

RESPONSIBILITIES

The CAO or Designee will coordinate all recruitment activities, which include, arrange initial interviews, determine starting salary, initiate offer and complete references of selected candidates.

HIRING OF RELATIVES

It is the policy of the Practice not to consider relatives of current employees for positions within the Practice.

ORIENTATION AND TRAINING

Upon hire, the new employee will be scheduled for an orientation session. An orientation session is provided to help all new employees learn more about the Practice and what is expected from them as a member of the organization. The sessions will include a review of the Practice Policies and Procedures, benefits and specific job performance orientation.

Orientation Agenda

- Practice Mission
- Policies & Procedures
- Personnel Benefits
- Position Requirements
- Department Familiarization

Orientation to clinic standard policies / procedures ensures consistency among staff, and consistent understanding and adherence to policies and procedures.

Notes

- The new employee must sign a W-2 and I-9 form in compliance with government regulations.
- The CAO will supply the new employee, upon hire, with a copy of the Practice's Policy and Procedure Manual, which should be read thoroughly.
- Upon hire, each employee will receive a written job description.
- Specific training will be provided on the information system and the use of the telephone system.
- All other training of new employees takes place within their particular work area.

TRIAL PERIOD / PROBATIONARY PERIOD

To acclimate new employees to the Practice, and to the employee's position, the first 90 days of employment are considered a probationary period. If you successfully complete this period, you will become a regular employee eligible for the various benefits set forth in this handbook. Like regular employees, trial employees are employees at will and may be terminated at any time without cause and without prior notice. During the probationary period, all absences will be considered to be without pay. In some cases, if the employee has not met all expectations during the training and introductory period, this training and introductory period may be extended. In these cases, the employee will be informed of the action.

WORKING HOURS

It is the policy of this Practice to establish working hours as required by workload, staffing requirements, and patient needs.

OPENING:

The staff is to report to work as stated at time of employment. The first patient is scheduled per provider as ordered. Office hours will normally be 9:00 a.m. to 5:00 p.m. Monday through Friday. Although employees may have flexible or staggered working hours, the office will maintain staff coverage during those hours.

LUNCH HOURS:

All employees should observe a lunch period of not less than 1/2 hour and not more than one hour during each eight-hour period. This lunch break shall be in addition to the hours of work used to determining the length of the workday. All employees shall be required to take a lunch or meal break. The lunch period is staggered between 11:00 AM and 1:30 PM to provide coverage for office and staff. You will clock-out for the lunch break.

BREAKS:

Breaks are not scheduled. Employees are encouraged to help themselves to a soft drink or refreshment whenever time allows and office flow is not disrupted. Employees should observe one ten minute break the first 4 hours of work and one ten minute break the second four hours of work. You do not need to clock out during those breaks.

PATIENT HOURS:

Monday	9:00 AM to 5:00 PM
Tuesday	9:00 AM to 5:00 PM
Wednesday	9:00 AM to 5:00 PM
Thursday	9:00 AM to 5:00 PM
Friday	9:00 AM to 5:00 PM
Saturday	CLOSED
Sunday	CLOSED

CLOSING

While the Practice tries not to schedule appointments beyond 1/2 hour before closing, we find it sometimes necessary to stay beyond scheduled office hours. Office hours are at the discretion of the Physicians. Employees are expected to stay when required, and overtime will be compensated at the rate of 1 1/2 times the regular hourly rate, if the worked time is more than 40 hours during the workweek (Sunday through Saturday).

OPEN-DOOR POLICY

The CAO or Designee is always available to address any questions, concerns, ideas, or suggestions that an employee may have. Employees should feel free to contact the CAO or Designee if a particular issue cannot be resolved otherwise or if their concerns relate to another employee's conduct. Our doors are open to you at all times.

POSTERS

The following informational posters are to be posted in the kitchen:

- Age Discrimination in Employment Act
- Americans with Disabilities Act Notice
- Civil Rights Act of 1964
- Drug-free Workplace Notice
- Employee Polygraph Protection Act
- Equal Pay Act
- First Aid Instructions
- Hazardous Communication Poster
- Minimum Wage
- Occupational Safety and Health
- Office of Federal Contract Compliance Program Notices
- Reporting Safety Violations Notice Required by Worker's Compensation Act
- Vietnam Era Readjustment Assistance Act
- Worker's Compensation Disclosure

WORKPLACE HARASSMENT

It is Practice policy that all employees have a right to work in an environment free of discrimination, which includes freedom from harassment - whether that harassment is based on sex, age, race, national origin, religion, sexual orientation, marital status, or membership in other protected groups. The Practice prohibits harassment of its employees in any form - by supervisors, co-workers, customers, or suppliers.

Such conduct may result in disciplinary action up to and including dismissal of the employee who harasses others. With respect to non-employees, offending customers and suppliers will be asked to leave and not to return.

Specifically, no supervisory personnel shall threaten or insinuate either explicitly or implicitly that any employee's submission to or rejection of sexual advances will in any way influence any personnel decision regarding that employee's employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development.

Other harassing conduct in the workplace, whether physical or verbal, committed by supervisory personnel or others is also prohibited. This includes: slurs, jokes or degrading comments concerning sex, age, race, national origin, religion, sexual orientation, marital status, or membership in other protected groups; repeated offensive sexual flirtation, advances, or propositions; continual or repeated abuse of a sexual nature; graphic verbal comments about an individual's body; and the display in the workplace of sexually suggestive objects or pictures.

Employees who have complaints of harassment should report such conduct to the designated supervisory personnel. Employees who observe harassment should also report such conduct to the designated supervisory personnel. The Practice will investigate the matter. Where investigations confirm the allegations, appropriate corrective action will be taken. All employees are expected to cooperate with the investigation. Failure to do so may lead to discipline, including dismissal. Information provided by individual employees in the course of an investigation will be treated as confidential and only be provided to those who have a need for the information or when it is required in the course of investigating the complaint. Providing false information in the course of an investigation is grounds for discipline, including dismissal.

EMPLOYEE CLASSIFICATIONS

It is the policy of the Practice to place employees in one of the following position types: regular, temporary or on-call. These position types may be filled on a full-time or part-time basis. In addition, employees shall be awarded one of the following employee statuses: orientation status, regular status or promotional orientation status.

The following is a definition of an employee's status and position type:

1. Employees in a full-time position work at least 36 hours per week.
2. Employees in a part-time position work less than 36 hours per week.
3. Temporary positions shall be created to meet special Practice needs. Temporary positions can be either full or part-time. No benefits are granted.
4. Employees in an on-call position work as needed and do not have an established work schedule.

5. Regular employee status is awarded to an employee who has successfully completed a 90 day probation period and earned all rights and benefits afforded to regular employees.
6. Orientation status is given when a new employee is first hired or when a former employee is re-hired.

PERSONNEL RECORDKEEPING

It is the policy of the Practice to retain all personal records within the regulated time frame of local, state and national authorities.

DRESS CODE

- Staff members are required to wear uniforms.
- Uniforms may be in any tasteful color or design, at the discretion of Management.
- Shoes must be white leather.
- Uniforms and shoes are to be clean and professional in appearance.
- No denim, jeans, sweatshirts, sweatpants, T-shirts, tank tops.
- Management and Professional staff are to dress in business dress.
- White lab coats are to be worn, when it is appropriate or necessary.

COMPENSATION

EMPLOYEE STATUS

For payroll purposes, employees are classified as "exempt" or "non-exempt". This classification is required by law, and is based on the type of work performed by the employee.

DEFINITIONS OF TERMS:

Exempt

Employees hired into these positions are exempt from the overtime compensation provisions of federal and state wage and hour regulations.

Non-Exempt

Positions classified as non-exempt are governed by wage and hour regulations.

SALARY

Every effort is made to arrive at a fair and equitable salary for each individual, to recognize special effort or accomplishments, and to adjust inequities.

The following factors will be used to establish a fair and equitable salary:

1. Salary range for the position.
2. Training and experience required for the position.
3. Attitude, cooperativeness, loyalty and dedication.
4. Attendance.
5. Initiative.
6. Quality and quantity of work.
7. Ability to follow and carry out instructions.

Salary scales are based on the technical training, experience and responsibility of the position held. The prevailing salary scale in the community or area constitutes the basis for salaries. Pay periods are bi-weekly on Friday. In the event the payday falls on a holiday, paychecks will be issued on the last working day prior to the holiday. No advance in salary will be made.

All compensation paid will be subject to withholding and Social Security taxes based on exemption information supplied by the employee. Compensation information is confidential and should not be discussed with other staff members. Discussion of compensation with other employees is grounds for immediate dismissal.

PAYROLL PROCEDURE

A regular workday schedule shall be determined by the CAO or Designee (not to exceed twelve continuous hours). The regular workweek shall be forty (40) hours.

AUTOMATIC DEPOSIT

The Practice will offer automatic deposit. Signature authorization forms are available through the designated Human Resource Designee. Please attach a voided deposit slip to authorization form. It takes two (2) pay periods before automatic deposit begins.

WORK BREAKS

Employees are allotted break time daily, including lunch, which must be scheduled in conjunction with other staff members to assure that the facility will be covered by a minimum of one employee in each department. The one-hour lunch break is not paid time. Employee breaks should be one 10-minute break within the first 4 hours of work and one 10-minute break in the second 4 hours of work. You will clock-out for the lunch break, but do not clock-out for the 10-minute break times.

OVERTIME

All overtime hours (above forty (40) hours per week or twelve (12) hours per day) must be authorized by the employee's Supervisor. Overtime hours will be paid at the rate of time and one half.

TIME SHEETS

Each employee is required to indicate arrival and departure times on the cards supplied. Time cards are submitted to the employee's Supervisor for approval on the Monday preceding payday. If at anytime you forget to clock in or out, the physician (or designee) must sign your card. If you leave the office anytime during the day, you must clock out and then clock in when you return. The only time you would not clock out during working hours is if you are sent by the doctors, or the CAO on office business.

PAYROLL PERIOD

The payroll period begins on Sunday and covers a two week period.

PAYDAY

Payday is bi-weekly on Friday except if payday falls on a holiday. In this case, you will receive your check the previous day.

EXCEPTIONS

Part-time personnel shall work according to an assigned schedule and be paid accordingly.

OVERTIME

Overtime compensation, as defined by the Fair Labor Standards Act (FLSA), will be calculated on 1-1/2 times an eligible employee's hourly rate for all hours worked in excess of 40 hours in a defined workweek.

- Only non-exempt (hourly) employees are eligible for overtime compensation. The CAO or Designee has the sole responsibility for determination of the appropriate classification of employees (exempt or non-exempt).
- "Hours worked" excludes the six (6) legal holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, PTO and other non-working hours. Required meetings and seminars are considered work time.
- A work week is defined as seven (7) consecutive 24-hour periods starting with shifts that begin at 12:00 a.m. on Sunday and end the following Saturday at 11:59 p.m.
- A pay period is an established biweekly 14-day period beginning on Sunday at 12:00 a.m. and ending two (2) weeks later at 11:59 p.m. on Saturday.
- An employee may not work overtime without approval of the CAO or Designee supervisor. Overtime will be paid for hours actually worked. An employee who works overtime without prior approval of his / her supervisor will be paid, but is subject to disciplinary action.
- Situations can occur such as unexpected employee absences, unusual workloads or emergency situations where an employee may be required to work overtime hours.

MEDICAL SPENDING ACCOUNTS

All full-time employees, who have successfully completed three months employment, are eligible for a Medical Spending Account.

The Practice will contribute to a Medical flexible spending account of \$ 250.00 per month for each employee to be used for healthcare spending.

The Practice will provide routine medical care to employees. Employees must maintain a regular medical chart in the Practice and file insurance as appropriate.

WORKERS' COMPENSATION

The Practice is insured under the Kentucky Workers' Compensation Act. Worker's compensation benefits provide medical benefits for work-related injuries or illness. Insurance premiums for worker's compensation coverage are paid by the Practice.

All questions relating to eligibility for worker's compensation benefits, the computation of benefits or the amount of benefits are determined by the

insurance carrier. Employees may contest any determination of the insurance carrier by filing an application for adjustment of claim under the Kentucky Worker's Compensation Act.

To protect the employee's and the Practice's interest in case of injury or illness considered work-connected, employees must report such an illness / injury immediately to the CAO, Designee or Physician so that a report can be made to the insurance carrier.

No employee will be harassed, coerced, intimidated, retaliated against, discharged or otherwise subjected to any adverse employment action by the Practice for reporting an on-the-job accident or injury or a work-related illness or for filing and pursuing a lawful claim under the Kentucky Worker's Compensation Act.

EMPLOYEE PERFORMANCE EVALUATION

Each employee will receive a Performance Evaluation and Compensation Review on at least an annual basis.

This Policy and Procedure Manual is not intended to limit performance evaluations. The CAO or Designee may conduct formal or informal performance evaluations as often as determined an evaluation is applicable.

Performance evaluations shall be in written form, on a Performance Evaluation Form and discussed and signed by the CAO or Designee and by the employee. The performance evaluation will become a permanent part of the employee's personnel records.

Each employee will receive a copy of the Performance Evaluation and will be able to discuss the evaluation form with the CAO or Designee during the evaluation review. The CAO or Designee will also communicate the employee's compensation adjustment, if any, to the employee during the evaluation review.

See ***Performance Evaluation*** form

LEAVE

VACATION

It is the Practice's policy to grant annual vacation leave with pay to eligible employees in accordance with the following guidelines:

1. All full-time employees are eligible for vacation leave during the calendar year after the first six (6) months of employment. However, if the employee terminates employment before the year-end, he / she will be required to pay back the Practice for that vacation time. Temporary and probationary employees are not eligible to earn vacation leave.
2. The CAO will attempt to grant vacation leave to all employees based on their request. However, to provide adequate levels of staffing, employees should cooperate with administration when scheduling vacation leave. When there is a conflict between administration and the employee regarding vacation scheduling, resolution will be the responsibility of Management. If a conflict occurs when scheduling vacation within a department, priority shall be established on the basis of the first written request placed. Requests for vacation must be submitted in writing and dated.
3. The following vacation leave guidelines, based on the number of years of continuous, full-time employment, shall be used in granting vacation:

YEARS OF SERVICE	VACATION DAYS
1 - 2 years	5 working days
3 - 5 years	10 working days
5 + years	15 working days

4. Vacation is earned on an annual basis at the end of the employee's first year of employment. The exception to this is stated in section 1 above.
5. Vacations are not cumulative and normally must be taken in the year in which they are earned. Any exception to this provision must have the written approval of the CAO or Designee. Employees will not be paid for unused vacation remaining at the end of the vacation year.
6. If a holiday falls during the vacation period, an additional day shall be granted that may be taken during the scheduled vacation period or at another time during the anniversary year.
7. Upon separation from employment for reasons other than cause or resignation without due notice, an employee shall receive vacation pay for any unused vacation accrued during the year in which termination occurs. A two-week notice is required to be eligible. No vacation time may be

included in the two-week notice. The two-week notice must be actual hours worked.

8. All employees, regardless of status, are required to schedule their vacation periods well in advance to ensure office continuity during their absence. Scheduling of vacations in excess of one week is at the discretion of the CAO or Designee and will be approved only for non-peak periods. Extended vacations will be kept to the minimum.

It is the policy of the Practice not to grant time off without pay unless there are extenuating circumstances, and the employee is not eligible for vacation / sick leave. Vacation / sick leave must be used for all requested time off.

SICK LEAVE / PERSONAL LEAVE

It is the Practice's policy to award time off for illness or personal time. This is paid time off (PTO)

- All full-time employees are eligible for PTO leave.
- During the first three months of employment, (probationary period) new employees shall not be eligible to use PTO benefits. However, PTO starts accruing from the first day of employment.
- PTO is granted for the personal needs of employees including, but not limited to, illness of the employee.
- Employees shall earn four hours of PTO per month of continuous service.
- PTO may not be accumulated from year to year. Employees may be compensated for one-half of accrued unused PTO leave at the end of their anniversary year (not to exceed 3 days or 24 hours).
- When an employee terminates, one-half of accrued PTO (paid time off) will be paid provided employee gives a two-week notice. PTO, sick leave, vacation leave or personal leave cannot be a part of the two-week notice. The two-week notice must be actual hours worked.
- Part-time employees are not eligible for PTO leave.

HOLIDAYS

The policy of the Practice is to observe certain holidays each year, as established by the CAO. Each holiday observed is an 8-hour day off with pay for most employees.

The following holidays are observed by the Practice annually:

- New Year's Day
- Memorial Day

- Independence Day (July 4th)
- Labor Day
- Thanksgiving Day
- Christmas Day

New Year's Eve, Christmas Eve, the day after Thanksgiving and Good Friday are not recognized holidays. The Practice may schedule these as time off but without pay. Employees who have accrued PTO (paid time off leave) may use that time in lieu of time off without pay.

The Practice reserves the right to remain open on any of the above holidays. If such were the case, employees will be paid at 1 1/2 times their regular pay rate for the hours worked.

To receive holiday pay, an eligible employee must be at work or on scheduled absence on the workdays immediately preceding and following the day on which the holiday is observed.

BEREAVEMENT LEAVE

Regular full-time employees who have satisfactorily completed their introductory period may be granted leave with pay in the event of a death in the immediate family which includes: parent (legal guardian), spouse, child, sister, brother, and grandparents, mother-in-law and father-in-law.

The employee may be granted leave with pay for up to three (3) assigned workdays.

The amount of time paid normally will be based on the scheduled hours in the assigned workdays for which the employee is absent.

For extenuating circumstances, the CAO or Designee may grant Leave Without Pay (LWOP) for bereavement that extends beyond three days.

Bereavement leave will be granted during periods of time off with pay such as vacations, holidays, personal paid days off, or other such periods of time off with pay. The amount of time paid will be equal to the amount of benefit time that would have been paid otherwise.

Bereavement leave will not be granted during periods of time off without pay such as personal leave without pay, layoffs, medical leave without pay, or other periods of time off without pay.

LEAVES OF ABSCENCE

All employees except those employees with per diem and temporary status are subject to the procedures prescribed under "General Comments."

LEAVE OF ABSENCE (WITHOUT PAY)

Leave of absence without pay protects an employee's right to return to work in the Practice. When the employee is available to return to work, every effort will be made to place him / her in the former position, but this cannot be guaranteed. There are no automatic rights to obtain a leave; it must be requested and approved by the CAO or Designee.

Criteria that Administration must consider prior to approving a leave include:

- The employee must be on regular status.
- The employee must submit, in writing, to his / her immediate Supervisor, a request stating the reason for the leave, the date the leave would begin and the date the employee expects to be available to return to work.
- The attendance and performance record of the employee.
- The length of service of the employee.
- The employee has exhausted his / her vacation time and PTO leave.

An employee on an approved leave without pay does not accrue benefits during the leave. The employee must assume the initiative in arranging to pay the full premiums for the benefits during the leave - otherwise these benefits will be discontinued during the leave (this also may affect benefit eligibility when the employee returns from the leave).

Maternity Leave

Maternity leave is granted in cases of birth or adoption. Six (6) weeks of leave will be granted. The employee must use all available PTO and vacation leave. The remainder will be unpaid.

Medical Leave

Medical Leave without pay may be granted to regular employees up to 3 months. Requests for medical leave must be accompanied by a doctor's statement and be approved by the Practice Administration. Medical Leave is intended for those employees whose sick leave does not adequately cover their need to be away from the job due to illness or injury.

Military Leave

An employee does not need to meet the six (6) month introductory period to request, in written form, a leave of absence for military reasons. An Inductee, Enlistee, Reservist, or National Guard is eligible for re-employment rights if he / she has received an honorable discharge and has applied for re-employment within 90 calendar days as stated in the Vietnam Era Veterans Readjustment Act of 1974. A Reservist or National Guard member who voluntarily or involuntarily reports for an initial period of active duty for training of not less than three (3) consecutive months has thirty-one (31) days in which to apply for re-employment.

A Reservist or National Guard member who performs weekly or weekend training duty has the option to request the usage of vacation days before receiving a leave without pay.

Military leaves are automatic if the employee is available for work until it is necessary to report for military duty.

Personal Leave-Sick Leave

An Employee may request a leave for personal reasons when such leave exceeds accrued vacation time and PTO leave. Employees are granted 48 hours per year of personal time or sick leave. This time may be used 1 hour at a time or several hours at a time up to 8 hours. This time is to be used for doctor appointments, personal matters, etc. and must be approved in advance whenever possible by the CAO.

LEAVES OF ABSENCE (WITH PAY)

Educational Time

Upon proper request, budget authorization and approval of the Administration, leave with pay may not exceed five (5) days per year. The leave may be granted for professional meetings, institutes, workshops, etc., provided such attendance promises to be of substantial benefit to the Practice and to the employee and his / her job, and provided such arrangements can be scheduled without interference of the department work schedule. Extended educational leave may be granted in special cases.

Jury Time

Since the Practice encourages civic responsibility, time off for jury duty will be allowed to full-time and regular part-time employees. The Practice will pay up to 40 hours, the difference between the employee's regular pay and the amount received from the court. Each employee will be required to submit to the CAO or Designee a copy of the document showing the amount received from the court. If you are excused from jury duty in time to work half of your shift or more, you are required to return to your duties at your assigned location. If you receive jury summons or a subpoena, you must notify the CAO or Designee.

Voting Time

The Practice encourages employees to vote. Such voting time off will be granted in accordance with state laws.

INCLEMENT WEATHER CONDITIONS

Generally, all employees are expected to report to work unless major thoroughfares have been closed due to extreme weather. Quite often, bad weather conditions are localized in our area and, simply by waiting, you may be able to safely arrive at work later in the day. Under these circumstances, you

should call your designated supervisory personnel to advise them of the poor weather conditions in your area and your expected time of arrival. Depending upon the circumstances, your supervisor may tell you simply to remain at home that day. If the radio station does not list us as closed or as having a delayed opening, you should assume that the office is open as normal

On occasion, bad weather occurs during the day after you have arrived at work. Depending upon the circumstances, you may be directed to a place of safety within the building or you may be told to leave. As an example, if there is a tornado warning, you should proceed to the safest location, as marked in the office emergency plan. On the other hand, if an ice storm is threatening, the office may be closed early to allow you additional time to get home before the storm arrives. In the event that the office is closed, opened late or closed early because of hazardous weather, the following will be applied for paying wages to hourly employees:

- If the office is closed due to hazardous weather, employees will not be paid for the day. With management approval, the individual may take the day as a vacation day.
- If the office is closed during the day to permit employees to leave early, employees will be paid for actual hours worked.
- Employees who do not report to work when the office is open will not be paid for the day. With management approval, the individual may take the day as a vacation day.
- It may be necessary to work longer hours later in the week due to closing. Overtime pay will be paid to those employees who actually work more than 40 hours in that week.
- As you are provided an option to remain home during inclement weather, the Practice will not be responsible for any personal injuries or property damage if you attempt to arrive at work. You should use your best judgment in deciding whether it is reasonable for you to attempt to get to work.

NOTE: Employees are encouraged to be prepared for sudden storms: i.e., winterized cars, snow tires or chains, shovels, and traction materials such as sand or kitty litter.

EMPLOYEE AND LABOR RELATIONS

DISCIPLINARY GUIDELINES

The Practice follows established disciplinary guidelines and work rules to assure a positive working environment for all who work within the practice.

NOTE: No set of guidelines can cover all employment situations. Misconduct not defined herein will be handled in a manner consistent with these guidelines.

The following conduct is prohibited and is subject to disciplinary action, including termination:

- Using alcoholic beverages on practice property or reporting for work under the influence of alcohol;
- Possessing, selling or using illegal drugs while at work;
- Misusing property or another employee's property;
- Stealing;
- Gambling on Practice property;
- Falsifying practice records, reports, time cards and other documents;
- Possessing or using a controlled substance other than a drug prescribed by the employee's Physician;
- Being on unauthorized absence;
- Performing job duties carelessly or negligently;
- Causing or contributing to unsatisfactory work relationships;
- Violating safety regulations;
- Lying;
- Divulging confidential information, violating HIPPA regulations;
- Wearing clothing showing belly or upper thigh;
- Conduct detrimental to the Practice or it's reputation.

ABSENTEEISM

Each employee has been selected because his / her services are needed to provide or support quality patient care. Regular and timely attendance is necessary to assure this goal.

Absenteeism and tardiness:

- decrease the functioning of the department;

- generate additional costs;
- have special ramifications on weekends, holidays, and peak vacation times when staffing may be proportionally lower.

An employee with excessive absences and / or tardiness will be subject to disciplinary action according to the following work rules.

Definition of terms:

Scheduled Absence

This is approved time off that has been scheduled in advance by the CAO or Designee based upon the Practice's ability to provide adequate staff coverage. Included in this category are holidays, vacations, low-volume days, funeral leave, jury duty, voting time, educational leave, pre-arranged medical disability leave, and other approved leaves of absence. This would also include time off required by disciplinary action.

Authorized Absence

This results from a personal illness or other unplanned family illness or problems requiring an employee to be absent from work. An employee must give a minimum notice of two (2) hours prior to work and in accordance Practice Policy and Procedures.

Non-Scheduled Absence

Any absence that occurs on an assigned workday and is not a scheduled absence.

Unauthorized Absence

Failure to report for work when assigned without giving adequate notice or notifying the appropriate person or designee of an absence, and not receiving approval for absence.

Each non-scheduled or unauthorized absence must be reported to the appropriate supervisor. Frequent or excessive absences cannot be tolerated and progressive disciplinary action will be at the discretion and judgment of the CAO or Designee as outlined below:

- 1st formal counseling: verbal warning.
- 2nd formal counseling: written warning.
- 3rd formal counseling: up to five (5) days suspension.
- 4th formal counseling: discharge.

TARDINESS

Tardiness occurs when an employee does not report to work in appropriate attire on time. It is required that the employee call to report lateness greater than 15 minutes.

Penalties for tardiness are:

1st violation: verbal warning.

2nd violation: up to three (3) days suspension and written warning.

3rd violation: discharge.

LEAVING WITHOUT PERMISSION

Permission to leave the employee's work area during the employee's workday must be obtained in advance from the CAO or Designee.

Penalties for leaving without permission are:

1st violation: verbal warning.

2nd violation: up to three (3) days suspension and written warning.

3rd violation: discharge.

LOAFING, LOITERING

Employees are expected to work each hour for which they are paid. Penalties for loafing, loitering or engaging in unauthorized visiting during work time or after work hours on Practice property are as follows:

1st violation: verbal warning.

2nd violation: up to three (3) days suspension and written warning.

3rd violation: discharge.

SLEEPING

Sleeping on the job will be penalized as follows:

1st violation: verbal warning.

2nd violation: up to three (3) days suspension and written warning.

3rd violation: discharge.

SOLICITATIONS

In order to prevent interference with patient care responsibilities, the following rules must be observed:

Non-employees

Persons who are not currently employed by the Practice are not permitted to distribute material or to solicit employees for any purpose whatsoever at the practice at any time.

Employees

Every employee's work deserves his / her full attention during scheduled working time. Therefore, employees may not distribute third-party literature in patient care areas at any time. Employees may not solicit other employees for any

purpose at any time in areas that are strictly devoted to patient care, such as patients' rooms, procedure rooms, and patient treatment areas, such as lab areas. An employee who is on his / her free time or break time may not solicit or distribute literature to employees who are working.

Penalties for solicitation are:

1st violation: verbal warning.

2nd violation: up to three (3) days suspension and written warning.

3rd violation: discharge.

INTENT TO HARM

Acts on Practice property intended to destroy property or to inflict bodily injury, whether or not the destruction or injury actually occurs, will normally lead to immediate discharge.

MISCONDUCT

The term "misconduct" includes being discourteous to patients, employees or visitors, fighting, threatening or abusing (verbally or physically) any employee, patient or visitor.

Penalties for misconduct are as follows:

1st violation: up to three (3) days suspension and a written warning.

2nd violation: discharge.

Misconduct away from the Practice facilities, which causes problems for the Practice will be dealt with separately and may lead to immediate discharge.

Misconduct of a very serious nature can result in immediate discharge for the first incident; i.e., assaulting a patient or fellow employee.

ALCOHOL CONSUMPTION

Consumption of alcoholic beverages on Practice property will lead to immediate discharge.

Being unfit to work at usual efficiency or effectiveness as a result of consumption of alcoholic beverages will be dealt with as follows:

1st violation: up to five (5) days suspension and a written warning.

2nd violation: discharge.

NARCOTICS

Illegal possession of, or illegal use of narcotics or other drugs listed under the Federal Drug Abuse Act during working time or on Practice property will result in immediate discharge.

EXPLOSIVES AND FIREARMS

Possession of explosives or firearms on Practice property or any attempt to bring explosives or firearms onto Practice property will result in immediate discharge.

NEGLIGENCE

The commission of negligent or careless acts during working time or on Practice property that results in personal injury or property damage, or that causes expense to be incurred by the Practice will be dealt with as follows:

1st violation: up to five (5) days suspension and a written warning.

2nd violation: discharge.

UNAUTHORIZED POSSESSION OF PROPERTY (THEFT)

Unauthorized possession or use of any property, equipment or materials can result in immediate discharge.

FALSIFICATION OF RECORDS

Falsification of time cards or clocking out another employee's time card will result in immediate discharge.

FRAUDULENT STATEMENTS

Fraudulent statements of any nature, in applications for employment, or in any other work situations, will be dealt with according to the nature of the statements, with penalties ranging from three (3) days suspension to discharge.

OVERTIME

All overtime, including beginning work before the regularly scheduled starting time or taking a shorter lunch period, must have prior approval from an employee's supervisor. Overtime related to patient care must be documented on the back of the time card. You must be prepared and ready for work immediately after clocking in.

Penalties for failure to comply are as follows:

1st violation: verbal warning.

2nd violation: written warning.

3rd violation: up to three (3) days suspension and a written warning.

4th violation: discharge.

SLOWDOWNS

Willful holding back, slowing down, hindering or limiting of work will be penalized as follows:

1st violation: written warning.

2nd violation: discharge.

ENCOURAGING VIOLATION OF WORK RULES

Encouraging, coercing, inciting, bribing or otherwise inducing any employee(s) to engage in any Practice rule violation will result in immediate discharge.

INSUBORDINATION

Employees are expected to comply with a proper request from the CAO or Designee. Refusing to accept work, a specific shift or work location assigned by the CAO or Designee or refusal to otherwise cooperate with management is considered insubordination.

In all work situations, the employee is expected to obey all orders. Later, he / she may lodge a protest through the grievance and arbitration procedure. However, if an employee knows or believes that a person's health or safety will be endangered or the order is unreasonable, he / she can refuse to obey. The degree of a potential hazard is important in later determination of insubordinate action.

- If insubordination becomes an issue, the employee will be instructed that immediate discharge will be the result of continuing refusal to cooperate.
- If the employee does not cooperate, after being so informed, immediate discharge will result.

UNSATISFACTORY WORK

When an employee's work does not meet the standards of their respective department, he / she will be penalized as follows:

1st violation: verbal warning.

2nd violation: written warning clarifying problem and possible solutions.

3rd violation: discharge.

LAW VIOLATION

Employees are expected to obey all national, state and local laws. If an employee has been charged with a law violation (other than a minor traffic offense), he / she may be suspended until the charge has been settled.

IMPROPER USE OF FIRE AND OTHER EMERGENCY ALARM SYSTEMS

Any employee activating the Practice fire alarm system, or other alarm system for other than the intended purpose will be discharged.

PERSONAL HYGIENE

If, in the judgment of the CAO or Designee, an employee exhibits poor personal hygiene (body odor, unkempt or dirty hair, dirty uniform, etc.), the penalties will be as follows:

1st violation: written warning with employee sent home to correct problem.

2nd violation: suspension for three (3) days.

3rd violation: discharge.

ABANDONED JOB

An employee is considered to have abandoned the position if absent from work for two days (48 hours) without due notice to the Supervisor.

MULTIPLE VIOLATIONS

Three (3) violations of one or more work rules during one twelve (12) month period, where disciplinary action for any one of the violations resulted in a suspension from work, will be cause for immediate discharge.

Multiple violations causing an employee to accumulate three (3) or more written or verbal warnings may be cause for discharge.

CONFIDENTIAL INFORMATION - UNAUTHORIZED ACCESS OR RELEASE

Unauthorized access, possession, release, disclosure, or other use of confidential information will result in immediate discharge unless there are mitigating circumstances that suggest a lesser disciplinary action.

COMMENTS / EXPLANATIONS

SUSPENSION:

A suspension is defined as a temporary separation from work without pay at the will of the employer.

Suspensions may be waived at the discretion of the CAO or Designee. However, the employee must be notified of this waiver and be verbally informed that the gravity of the offense warrants temporary expulsion from work. The action must be referred to as a suspension, even if waived. If subsequent investigation finds the suspension unwarranted or unjust, the employee will incur no loss of pay or employment status and the results of the investigation will be included in the employee's personnel records.

TERMINATION:

No discharge or dismissal of any employee may occur without the consultation of the CAO or Designee.

It is recognized that the employee's immediate Supervisor is normally the best-informed authority to judge the merit of a termination. It is, therefore, not

generally the function of the Practice Administration to question the Supervisor's decision to discharge an employee unless there is cause for further investigation.

The purpose of a review is to assure that proper disciplinary procedure was followed for each employee. If there is a disagreement concerning policy between the Practice Administration and the Supervisor that cannot be reconciled after discussion, the matter will be brought to the Board of Directors for a decision, which shall be binding to all parties.

See ***Notice Of Disciplinary Action*** form

GRIEVANCE RESOLUTION

The Practice follows the grievance resolution procedures established, as follows:

An eligible employee may make a request for resolution for any dissatisfaction arising from interpretation and the application of work rules, policies, procedures or practices.

An eligible employee is defined as one who has completed the introductory period and who is regular full-time, qualified part-time. Temporary and per diem employees are not considered eligible employees. Supervisors, managers and executive staff are also not considered eligible employees.

An eligible employee must provide:

- A. A clear statement of the circumstances which affected the employee and caused the dissatisfaction; and
- B. A clear statement of the requested remedy to resolve the dissatisfaction. No new requested remedies may be introduced after the completion of Step 2 of the procedure unless mutually agreed upon by the parties involved.

Compliance with the time frames outlined in each step of the procedure must be followed in order that the request for resolution is considered timely. If the employee does not follow the prescribed time frame, the request becomes outdated and the last response made will become final. If the party responding to the employee's request does not follow the time frame, the response becomes outdated and the employee may proceed to the next step of the procedure. Such time frames may be extended by written mutual agreement that must occur within the time frames outlined in each step. To insure compliance with time frames involving written requests and written responses, all correspondence should be copied to the CAO or Designee. All responses will be sent by certified mail to the most recent address in the personnel record of the employee making the request. When presenting the dissatisfaction and requested remedy at each step, the employee must provide all prior requests, responses and documentation.

An eligible employee who is discharged may proceed directly to Step 4 of this procedure within seven (7) calendar days of the discharge date. Dissatisfactions involving position / classification, classification / evaluation issues, performance appraisals, voluntary and involuntary resignations, or layoffs are not included for resolution under this procedure.

An eligible employee, present at any step of the procedure, may have another eligible employee attend as support person but who will not be an active participant in the resolution procedure.

Step 1 - Verbal Discussion with Supervisor / Manager

Within fourteen (14) calendar days after the employee knew, or reasonably should have known, of the occurrence-giving rise to the dissatisfaction, the affected employee must have a verbal discussion with the respective supervisor / manager for resolution. If the matter is not satisfactorily resolved, the employee may proceed to Step 2.

Step 2 - Written Request to the Supervisor / Manager

Within seven (7) calendar days of the verbal discussion in Step 1, the affected employee must submit a written request for resolution to the supervisor / manager. A written response must be provided to the employee within seven (7) calendar days of receipt of the request. If the matter is not satisfactorily resolved, the employee may proceed to Step 3.

Step 3 - Written Request to the Deer Park Family Doctors Administration

Within seven (7) calendar days of the receipt of the Step 2 response, the affected employee must submit a written request for resolution and all documentation to the CAO or Designee. A written response must be provided to the employee within seven (7) calendar days of receipt of the request. If the matter is not satisfactorily resolved, the employee may proceed to Step 4.

Step 4 - Review of Report by Deer Park Family Doctors, PLLC.

Within fourteen (14) days of receipt of the report and all written documentation, a CAO of the PLLC will conduct a review as deemed appropriate. Unless, in the opinion of the CAO, there were procedural improprieties or policies and procedures were misinterpreted or misapplied, the decision of the Doctors will be final and binding.

TERMINATION

The Practice strives to maintain continuous employment for all employees, but it also recognizes that conditions may develop which preclude continuous employment. These conditions include employee resignation, discharge or reduction of staff (layoff).

RESIGNATION

- All employees are expected to give written notice of their intention to resign. All employees are expected to give two weeks notice. Two-week notice must be actual hours worked, excluding holiday or PTO time.
- Failure to give the required notice will result in forfeiture of benefits and ineligibility for re-employment.
- Any employee who is absent from work without notifying their CAO or Designee of the reason for the absence shall be considered as having abandoned the job and as having resigned after the third consecutive day of absence.

LAYOFF

- The Practice reserves the right to reduce either permanently or indefinitely its current work force.
- Layoff decisions shall be based on longevity and / or on the current needs of the Practice. The Practice will attempt to provide a two-week notice should this occasion arise.

"THE PRACTICE SPECIFICALLY RESERVES THE RIGHT TO TERMINATE ANY EMPLOYEE WITH OR WITHOUT CAUSE AND WITH OR WITHOUT NOTICE AT ANY TIME.

"FURTHER, NO EMPLOYEE, MANAGER, OR SUPERVISOR, OTHER THAN THE CAO OR HIS / HER DESIGNEE, HAS ANY AUTHORITY TO ENTER INTO ANY AGREEMENT FOR EMPLOYMENT FOR ANY SPECIFIED PERIOD OF TIME, OR TO MAKE ANY AGREEMENT CONTRARY TO THE FOREGOING.

"IN NO EVENT ARE THESE PERSONNEL POLICIES TO BE CONSTRUED AS OR DETERMINED TO CREATE ANY CONTRACT BY IMPLICATION.

"ONLY THE MEDICAL PRACTICE CAO OR HIS / HER DESIGNEE HAS AUTHORITY TO MAKE COMMITMENTS ON BEHALF OF THE MEDICAL PRACTICE HAVING THE FORCE AND EFFECT OF A CONTRACT."

CONFIDENTIALITY

The Practice activities, operations, and business affairs may not be disclosed to anyone outside of the organization except when required in the normal course of business. Any questions regarding the maintenance of confidentiality should be discussed with the CAO or Designee.

See ***Security and Confidentiality Agreement*** form

RE-EMPLOYMENT

Former employees of the Practice and its subsidiaries shall be considered for re-employment with any affiliated entity and may be given priority over other equally qualified external applicants, provided they meet the following conditions:

- Were considered eligible for re-employment at the time they terminated their previous employment.
- Left employment in good standing with satisfactory record of performance and proper notice.
- Continue to meet the requirements for the position for which they are applying.
- Former employees who were dismissed for cause shall not be considered eligible for re-employment.

RE-EMPLOYMENT STANDARDS

The Practice observes the same standards for re-employment as for initial employment. In evaluating a re-employment application, the applicant's employment history, including prior medical practice experience, is reviewed carefully.

FORMS OF RE-EMPLOYMENT

Re-employment may take the following forms:

Reinstatement

Return to employment or active status within six months of separation from any affiliated entity.

If previous employees are reinstated, their seniority and benefits entitlement are based on their original date of hire.

Prior to being considered for reinstatement, former employees separated for medical reasons, may be required to submit medical documentation of their ability to perform the essential duties of the position for which they are applying.

Re-hire

Return to employment after six months or more of separation from the Practice or one of its affiliates.

If previous employees are re-hired, their seniority and benefit entitlement are based on the date of re-hire.

After a separation of employment of six months or more, the re-hired person shall be treated as a new employee. As a new employee they shall:

- Attend new employee orientation
- Be paid at the rate of a new hire

- Serve an orientation period
- Be subject to the regular waiting period for benefits entitlement

Work Force Reduction

Regular employees who are laid off because of a Work Force Reduction shall maintain reinstatement rights for a period of six months from the time of layoff.

- Work Force Reduction is the reduction of working hours to zero for any regular employee or group of employees for a period that exceeds 14 calendar days
- Reinstatement from a Work Force Reduction is the process whereby a regular employee is "recalled" to the active payroll within six months of layoff, without loss of accumulated benefits or seniority.

Persons with reinstatement rights shall be given preference over other equally qualified external applicants for vacancies, which occur with their job classification or in other classifications of similar grade and level of skill where no other employees have recall rights.

- A certified letter of reinstatement / recall will be sent to the employee's last address on file in their personnel record.
- In all cases, the employee must respond within five working days after such notice has been mailed.
- If the employee cannot report to work or cannot accept the position offered, he / she must contact the CAO or Designee as quickly as possible.
- Employees who fail to respond to recall notice and / or do not return to work shall forfeit their reinstatement / recall rights.

Re-instatement Rights for Veterans

The law requires the Practice to maintain reinstatement rights for veterans, when they reapply for employment after honorable discharge within 90 days (31 days if active duty did not exceed 90 days) of separation from active duty with the armed forces. To be considered for reinstatement, the veteran must submit a copy of discharge / separation orders to the CAO or Designee.

The employee shall be entitled to reinstatement to the former position or a position of similar grade, status and pay, and to have accumulated seniority for this period of military service.

RETIREMENT PLAN

A re-employed person who has had a break in service and later rejoins the retirement plan will retain credit for prior benefit accrual service and / or credited service provided that one of the criteria listed below is met:

- If the employee had earned a vested benefit, or

- If the period of absence (years of broken service) was less than the period of prior employment, or
- If the period of absence was less than five years.

When an employee who was a plan participant terminates and is later re-employed, he / she shall again become a participant upon the re-employment date.

A re-employed person shall receive no benefit or credited service for prior employment if at the time of termination he / she:

- Was not vested.
- Re-hire - A former employee who is "re-hired" after six months from the separation date shall be considered as a new employee. He / she is expected to satisfactorily complete an orientation period prior to being considered on regular status.

SALARY CONSIDERATION

If reinstatement to a regular position takes place within six months from time of separation and the reinstated employee returns to the former position or to a position carrying the same job grade as that position, he / she shall be paid at the previous rate of pay. Consideration will be given to any general increases, which may have occurred during the period of separation.

A person who is reinstated within six months to a position other than one carrying the same title or grade as the former position shall be paid at the appropriate rate as if there were no break in service and the employee was transferred, promoted etc.

The anniversary date of a person who is reinstated within six months shall be adjusted to reflect the length of separation.

A former employee, who is "re-hired" after six months of separation, shall receive a salary commensurate with experience and qualifications.

TEMPORARY TO REGULAR RE-EMPLOYMENT

A temporary employee who terminates in good standing and is re-employed within six months to a regular position equal or similar in responsibility, content, and pay to the temporary position previously held, may receive credit for prior temporary service.

The employee shall be eligible for benefits after the successful completion of the eligibility period.

REGULAR TO TEMPORARY EMPLOYMENT

A former regular employee who is re-hired in a temporary position within six months shall be treated as a temporary employee except in regard to the Retirement Plan.

VETERAN'S RIGHTS

It is the policy of the Practice to comply with the provisions of the Vietnam Era Veteran's Readjustment Assistance Act of 1974 (VEVRAA), which provides reinstatement for veterans and returning reservists to positions held prior to their entry into military service.

QUALIFICATIONS FOR REINSTATEMENT

To qualify for reinstatement under federal law, the employee must meet the following eligibility requirements:

- A. They must have been employed in a regular position before their induction.
- B. They must have left their job with the Practice to enter military service.
- C. They must have been honorably discharged from military service.
- D. They must apply for reinstatement within 90 days of their release from service or from a hospitalization, which continued after discharge for a period of up to one year.
- E. They must still be qualified to perform the duties of their former position upon completion of service.

The Practice may refuse to reinstate a reservist (or other veteran) only where circumstances have changed which make it impossible or unreasonable to do so.

VETERANS RIGHTS AFTER REINSTATEMENT

The legal reinstatement rights of employees of the Practice who enlist or are inducted into military service are as follows:

- A. Employees shall be considered as having been on an authorized leave of absence and shall be entitled to a reinstatement to their former position, or a position of comparable seniority, status and pay, and to accumulated seniority for the period of military service.
- B. Reinstated veterans are entitled to all benefits offered by the Practice to employees on leave of absence, at the time that the veteran entered military service including group and other insurance programs.
- C. The reinstatement rate of pay should include any general increases and adjustments given during the leave of absence.
- D. A veteran may not be discharged without cause for one year following reinstatement. Although protection against discharge is limited to one year, there is no statutory limitation or protection of seniority rights.
- E. Other Eligible Persons

PUBLIC HEALTH SERVICE

Inductees and enlistees who entered active duty in the Public Health Service for no more than a period of four years after August 1961 are also covered by the re-employment provisions of the Act.

MEMBERS OF RESERVE / NATIONAL GUARD

The Veterans' Re-employment Rights Act guarantees that employees who enlist or are called to active duty from a reserve or National Guard unit or from the ready reserve will be re-hired when they return from active duty. Reservists who return from active or reserve duty must be given the same position or if that is not possible, one of similar seniority, status and pay. Reservists returning with disabilities that prevent them from performing their original duties must be offered as similar a position as is practical. Reservists who are so disabled that they cannot perform the essential functions for any position in the organization do not have to be re-hired.

Returning reservists must be treated as though they were on leave of absence, and reinstated with no loss of seniority. In addition, they are entitled to participate in insurance or other benefits under the Practice's Leave of Absence policy that was in effect at the time of the call-up.

To be re-hired, returning reservists must satisfy certain requirements:

- They must have left a regular position; temporary jobs are not protected.
- They cannot have been dishonorably discharged.
- They generally cannot have remained on active duty more than four years or been hospitalized for more than a year after active duty.
- They must request their previous position, in writing, within 90 days of their release from active duty or discharge from a hospital.
- Employers cannot discharge re-hired reservists for one year after they return from duty, except for cause.
- If the military call-up was for less than 90 days, which may be the case for a few reservists, re-employment rights are protected for shorter periods. Employees have 31 days to ask for their former jobs, and are protected from discharge for six months, except for cause.

PERSONAL PHONE CALLS / INTERNET

Use of the telephone for outside calls or personal matters must be held at a minimum. Urgent or emergency local calls may be made at the employee's discretion. Long distance calls are not allowed unless approved by the CAO or Designee.

- When making a personal call, constantly be alert. If all the lines should become busy, terminate the call immediately.

- The receptionist will take the name and number of parties calling employees on personal business so the employee may return the call at a convenient time.
- The mail system is to be used for Company business only. Personal mail including personal e-mail should not be sent to the Company. Since personal mail is not to be sent to the office, all mail is presumed to be for the Company and is subject to inspection by the Company. Parcels are allowed to be delivered to the office on occasion; however, the Company takes no responsibility for that parcel's safe delivery. Outgoing personal mail with proper postage may be deposited at the proper outgoing mail area.
- The Company Internet is for Company use only and no personal use is permitted.

SMOKING

In order to preserve the health of employees and patients, the Practice maintains a smoke-free facility. Smoking is not permitted inside the Practice building or directly adjacent to (i.e., within 15 feet) at any time. All smoking breaks must be included in employee break time.

There will be no smoking on Practice property at any time outside your personal vehicle.

CLINIC PROPERTY USAGE

It is the Practice's policy to deny use of clinic property to employees without proper authorization.

Employees are not permitted to use office or medical supplies for their personal use without first obtaining permission from the CAO or Designee. Employees may not use medical office equipment or instruments for themselves or their families unless otherwise authorized to do so by the CAO or Designee.

No equipment, documents, records or other property of any kind belonging to the Practice shall be removed from the premises by an employee without first obtaining permission from the CAO or Designee. Stationery or forms on which the Practice name appears may not be used for personal purposes at any time.

Personal use of any medications (including sample drugs) provided in the office is forbidden without the permission of one of the CAOs.

CLINIC PROPERTY OWNERSHIP

All documents, slides, photographs and other materials generated in the course of a CAO's work or staff member's work which are paid for by the Practice, shall remain the property of the Practice at all times. If a CAO or other staff member

should leave the group, these materials will become part of the Practice and / or department's records and be retained in an appropriate place. All equipment purchased by the Practice shall also remain the property of the Practice and if a CAO or staff member should wish to take such a piece of equipment with him / her when he / she leaves, it can only be done after approval by the Board of Directors and a price has been negotiated for the purchase of that piece of equipment.

Any item purchased as a salary reduction to the individual CAO can be taken with him / her or sold to the clinic at his / her option.

To request the buy-back of any item expensed to the CAO, a formal request form shall be completed and presented to the Practice. The CAO shall be reimbursed for such item within two weeks of the written request.

SAFE ENVIRONMENT

It is the policy of the Practice to provide a safe working environment for all employees. In an effort to meet this goal, all employees are expected to resolve safety issues / hazards, as they become aware of them. If the safety issue / hazard is either a reoccurrence or beyond the employee's scope of control, he / she should notify their immediate supervisor.

INFECTION CONTROL

Employees are expected to wear appropriate infection control / protective gear when performing tasks that are potentially hazardous. Failure to do so may lead to disciplinary action. Refer to the Practice Operations Policies and Procedures Manual and OSHA Manual for guidance with regard to employee immunizations and diagnostic testing requirements.

ON-THE-JOB INJURY / ILLNESS

Employees who become ill or injured on the job are expected to immediately notify their supervisor and to complete an incident report. Failure to do so may result in loss of coverage under Workers' Compensation.

The CAO or Designee will be responsible for overseeing the Workers' Compensation Program.

SECURE ENVIRONMENT

It is the policy of the Practice to maintain a secure, clean, well-maintained environment.

It is the responsibility of the Practice to maintain the confidentiality of patient records, and to secure medications and hazardous materials.

The Practice has an electronic security system. The Practice is responsible for ensuring that this system is working correctly.

The Practice is responsible for maintaining the keys to the facility. A key log will be kept at the Practice site, listing each key holder and a signature verifying receipt of the key. All keys issued must be returned to the Practice upon termination of employment.

CLEAN ENVIRONMENT

It is the policy of the Practice to provide a clean, well-maintained, professional practice site. The Practice is responsible for maintaining the facility and equipment.

The Practice is responsible for contracting janitorial services five days a week and additionally as needed,

The Practice is responsible for contracting with grounds maintenance services.

The Practice is responsible for maintaining equipment safety, performance and accuracy. Staff members will be thoroughly trained in the proper use and maintenance of diagnostic and patient care equipment. A qualified contractor as required by CLIA and / or other accrediting agency conducts annual inspections. The Practice is responsible for the daily quality control procedures to ensure that all equipment is functioning properly.

AESTHETICS, PATIENT COMFORT AND PRIVACY

It is the policy of the Practice to maintain the highest standards for Practice site aesthetics, patient comfort and privacy.

AESTHETICS

Patient waiting area will be clean and comfortable with a variety of preventive health literature and popular magazines available to patients.

Evaluation rooms will be painted in a bright color and be decorated in a simple, tasteful manner. Information regarding health maintenance will be accessible.

PATIENT COMFORT

Patients and family members will be treated with friendly respect. The person to whom they addressed or intended will answer all questions.

Evaluation rooms will be comfortable.

PATIENT PRIVACY

All patient information will be kept confidential inside and outside the office.

Walls will enclose evaluation rooms. The door will be closed when a provider is with the patient.

Patient information will not be discussed in the presence of other patients or with persons not covered under the patient waiver.

FORMS

The following are forms referred to throughout this manual, included here either for your signature at the time of employment, or to familiarize you with evaluation and disciplinary forms which are used in our Practice.

PERFORMANCE EVALUATION

NAME: _____ HIRING DATE: _____

POSITION: _____ DATE OF BIRTH: _____

DATE ASSIGNED TO PRESENT POSITION: _____

<i>Personal Relations</i>	<i>Job Competencies</i>	<i>Professional Demeanor</i>	<i>Cooperation</i>
___ Outstanding	___ Outstanding	___ Outstanding	___ Outstanding
___ Very Good	___ Very Good	___ Very Good	___ Very Good
___ Satisfactory	___ Satisfactory	___ Satisfactory	___ Satisfactory
___ Unsatisfactory	___ Unsatisfactory	___ Unsatisfactory	___ Unsatisfactory

PLEASE ANSWER THE FOLLOWING QUESTIONS IN YOUR OWN WORDS:

Is employee well suited for type of work he / she is now doing? ___ Yes ___ No

Why?

What contribution has employee made to company, department or division beyond normal requirements of position?

List areas that need improvement:

Summary of strengths and potential:

Knowledge of work

Consider knowledge of his / her job gained through experience; general education; specialized training.

- Well informed on all phases of work
- Knowledge thorough enough to perform without assistance
- Adequate grasp of essentials / Some assistance
- Requires considerable assistance

Comments:

Quantity of Work

Consider the volume of work produced under normal conditions.

- Rapid worker / Unusually big producer
- Turns out good volume
- Average
- Volume below average

Comments:

Quality of Work

Consider neatness, accuracy and dependability of results regardless of volume.

- Exceptionally accurate, practically no mistakes
- Seldom necessary to check work
- Acceptable, usually neat, occasional errors or rejections
- Too many errors or rejections

Comments:

Ability to learn New Duties

Consider the speed with which he / she masters new routine and grasps explanation

Consider also ability to retain knowledge.

Exceptionally fast to learn and adjust to changed conditions

Learns rapidly. Retains instructions

Average instruction required

Requires a great deal of instructions

Comments:

OVERALL EVALUATION OF THIS EMPLOYEE'S PERFORMANCE				
Outstanding	Very Good	Good	Satisfactory	Unsatisfactory

QUESTIONS TO BE ANSWERED AFTER DISCUSSION OF APPRAISAL WITH EMPLOYEE.

What was the reaction of the employee toward the discussion of his / her appraisal?

If improvement is indicated, what suggestions have you made?

Remarks or any further comments you may have for improvement.

Any difference of opinion between the immediate supervisor and the reviewing supervisor should be reconciled, if possible. If not possible, the points of difference should be noted in this space.

SALARY

PLEASE CHECK ONE AND DATE:

Cost of Living Increase (Date)_____

Merit Increase Recommendation _____ (Date)_____

Signature and title of person preparing review:

_____ *Date:* _____

Signature of employee:

_____ *Date:* _____

NOTICE OF DISCIPLINARY ACTION

NAME _____ DATE _____

DEPARTMENT _____ JOB TITLE _____

SUPERVISOR _____

This is an official notice of the following disciplinary action:

- Written Reprimand
- Demotion (*effective date* _____)
- Suspension (*from* _____ *to* _____)
- Dismissal (*effective date* _____)
- Report back to work (*date* _____)

This disciplinary action is being taken for offense or failure to perform for the following reasons:

- | | | | |
|--------------------------|--|--------------------------|--|
| <input type="checkbox"/> | Absenteeism | <input type="checkbox"/> | Unsatisfactory working relationships |
| <input type="checkbox"/> | Discourtesy | <input type="checkbox"/> | Tardiness |
| <input type="checkbox"/> | Unsatisfactory performance | <input type="checkbox"/> | Unauthorized use of equipment |
| <input type="checkbox"/> | Unauthorized violation of safety regulations | <input type="checkbox"/> | Lying |
| <input type="checkbox"/> | Absences | <input type="checkbox"/> | Abuse of sick |
| <input type="checkbox"/> | Insubordination | <input type="checkbox"/> | Immoral conduct |
| <input type="checkbox"/> | Leave | <input type="checkbox"/> | Carelessness |
| <input type="checkbox"/> | Violation of department regulations | <input type="checkbox"/> | Divulging confidential or employer information |
| <input type="checkbox"/> | Negligence | <input type="checkbox"/> | Fighting |
| <input type="checkbox"/> | Abusing employees or patients | <input type="checkbox"/> | Gross misconduct |
| <input type="checkbox"/> | Being under the influence of alcohol | <input type="checkbox"/> | Engaging in illegal strike |
| <input type="checkbox"/> | Damage to or of property | <input type="checkbox"/> | Sabotage or slowdown |
| <input type="checkbox"/> | Illegal use of controlled substances | <input type="checkbox"/> | Falsification of records |
| <input type="checkbox"/> | Theft | <input type="checkbox"/> | Conviction of crime affecting job performance |
| <input type="checkbox"/> | Any other just cause: _____ | | |

Give details of above infractions:

The following warnings have been taken prior to this disciplinary action:

Previous warning for this offense:

Previous warning for other infractions:

There must be an immediate improvement in:

If corrective action is not immediately taken, it may lead to further discipline or dismissal. Under appropriate circumstances, immediate dismissal may be warranted. A copy of this notice will be placed in your personnel file.

Supervisor Signature: _____ *Date:* _____

I have read and understand the contents of this disciplinary action.

Employee Signature: _____ *Date:* _____

SECURITY AND CONFIDENTIALITY AGREEMENT

As an employee of the PRACTICE, and as a condition of my employment, I agree to the following.

1. It is understood that during the regular course of my employment, I may be privy to information considered confidential, and property of the Practice and or the Patients we serve.
2. I understand that I am responsible for complying with the policies of the Practice, which were provided to me.
3. I will treat all information received in the course of my employment with the Practice as confidential and privileged information.
4. I will not during my employment with the Practice or anytime after, disclose such information to any entity. I shall not use such information to my own ends and gain, whether for myself, or any other entity.
5. I will not disclose protected health information, individual identifiable information or financial information to any person or entity, other than as necessary to perform my job and as permitted under HIPAA or Practice policies.
6. I will not take privileged or confidential information from the premises in paper or electronic form without first receiving permission from Practice.
7. I will not access Practice files or computer systems that currently exist or may exist in the future using a password other than my own.
8. I will safeguard my computer password and will not post it in a public place, or place where it could become lost.
9. I will not allow anyone, including other employees, to use my password to log on to the computer.
10. I will log off the computer as soon as I have finished using it.
11. I will not use e-mail or electronic means to transmit information other than necessary to perform my job and as permitted by Practice policies.
12. Upon cessation of my employment, I agree to maintain the confidentiality of any and all information that I was privileged to through out my tenure with the Practice. I will return any and all Practice documents, which I possess. In addition, I declare that I will not maintain copies of such documents. I agree to turn over any keys, access cards, or any other device that would provide access to the Practice or its information.

I understand that violation of this agreement could result in disciplinary actions. The Practice shall hold the right to initiate proceedings against me for injunctive relief, should I act in a manner not consistent with and violating any of the forgoing. This agreement shall remain binding for my heirs and assigns, and may be transferred by the Practice without permission of myself or of said heirs and assigns.

Name _____ Date _____

RECEIPT OF HANDBOOK & ACKNOWLEDGEMENT

I have received a copy of the employee handbook issued by my employer, Deer Park Family Doctors and understand and agree that I am to review this handbook in detail and to consult with the CAO / Designee if I have any questions concerning its contents.

I understand and agree:

- That this handbook is intended as a general guide to personnel policies at Deer Park Family Doctors and that it is not intended to create any sort of contract between Deer Park Family Doctors and any one or all of its employees;
- That Deer Park Family Doctors may modify any or all of these policies, in whole or in part, at any time, with or without prior notice; and;
- That in the event that Deer Park Family Doctors modifies any of the policies contained in this handbook, the changes will become binding immediately upon issuance of the new policy by Deer Park Family Doctors.

I further understand and agree that my employment with Deer Park Family Doctors may be terminated by me or by Deer Park Family Doctors at any time, for any reason permitted by law. I understand that no person other than the Chief Administrative Officer of Deer Park Family Doctors has any authority to enter into any contract of employment for any specific period of time and further understand and agree that he or she may do so only in a written document signed by him or her and by me.

I understand that as an employee of Deer Park Family Doctors I am required to review and follow all polices set forth in this employee handbook and I agree to do so.

Employee Signature _____ Date_____