



## **EMPLOYEE HANDBOOK**

**2024**



This Spectrum Eye Care, Inc. (hereinafter referred to as “Spectrum Eye Care” or “the Company”) Employee Handbook establishes policies, procedures, benefits, and working conditions that will be followed by all Spectrum Eye Care employees as a condition of their employment. The handbook provides a guideline of expected actions and behaviors for all employees.

This Employee Handbook is not a contract of employment nor is it intended to create contractual obligations for the Company of any kind.

The policies and procedures outlined in this handbook will be applied at the discretion of Spectrum Eye Care and its management team. The Company reserves the right to deviate from the policies, procedures, benefits, and working conditions described in this handbook.

Furthermore, the Company reserves the right to withdraw or change the policies, procedures, benefits, and working conditions described in this handbook at any time, for any reason, and without prior notice.

The Company will make every effort to notify employees when an official change in policy or procedure has been made, but employees are responsible for their own up-to-date knowledge about Company policies, procedures, benefits, and working conditions.

No provision in this employee handbook and expected Standards of Conduct can be waived without written permission from the Practice Administrator, or designee. Such a waiver, if granted, applies only to the employee for whom the waiver was granted at the time of the waiver.

Spectrum Eye Care strives to provide an employee-friendly environment in which goal-oriented individuals thrive as they achieve ever more demanding challenges. As an Employee of Spectrum Eye Care, your commitment to serving patients and to providing quality patient care is a fundamental aspect of assuring both yours and the Company’s success. These policies, procedures and working conditions provide a work environment in which both patient and employee interests are served.

Spectrum Eye Care values the talents and abilities of our employees and seeks to foster an open, cooperative, and dynamic environment in which employees and the Company alike can thrive. The Company provides an Open Door Policy in which employees are encouraged to take problems to the next level of management **IF** they are unable to resolve a situation with their direct report. With that said, the expectation is that employees should take their concern to the NEXT level according to the organizational chart.

Spectrum Eye Care is an Equal Opportunity Employer. Religion, age, gender, national origin, sexual orientation, race, or color does not affect hiring, promotion, development opportunities, pay, or benefits. The Company provides for fair treatment of employees based on merit. The company complies with all applicable federal, state, and local labor laws.

Employment at Spectrum Eye Care is on an “at will” basis. This means that either you, the employee, or Spectrum Eye Care, may terminate the employment relationship at any time, for any reason, with or without cause.

Please review the policies, procedures, working conditions, and benefits described in this handbook. You will be asked to affirm that you have read, understand, agree to abide by, and acknowledge your receipt of this employee handbook and employee Standards of Conduct by signing the acknowledgement form included in the back of the handbook. Thank you and welcome to the Spectrum Eye Care Team!

Kind regards,

A handwritten signature in black ink, appearing to read 'M Healy', written in a cursive style.

Melinda Healy, COA  
Practice Administrator

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## 1.0 – INTRODUCTION:

You are viewing Spectrum Eye Care, Inc.'s Employee Handbook. This handbook is intended to be a guide for each and every member to understand Spectrum Eye Care's policies pertaining to the employment relationship between Spectrum Eye Care Inc., and our team members. As a member of the Spectrum Eye Care Team, you will be responsible for familiarizing yourself with the contents of this handbook. Once you feel you have done so, please complete and sign the provided Acknowledgement and Receipt form, which is a requirement for all employees.

Many hours of work, and years of amendments and improvements have been applied in the preparation of this handbook. However, please be understanding of the fact that change is inevitable and as such, any and all policies and procedures are subject to change. The management of Spectrum Eye Care is dedicated to providing and maintaining a current policy manual that is in line with the practice's current policies and procedures. As changes arise updates to this manual will be made and communicated with all members of the Spectrum Eye Care Team. We welcome you to our team! We sincerely hope the following collection of policies serves as a useful tool during your employment.

## 1.1 – MISSION STATEMENT & CORE VALUES:

Spectrum Eye Care's mission statement is:

***“Focusing on Outstanding Eye Care through Innovation and Compassion”***

We expect each member of the Spectrum Eye Care Team to know, understand, and strive to achieve this Mission Statement through their daily actions and interactions, with patients and each Spectrum Team member.

Below are the Core Values which represent the fundamentals behind our mission statement. These guiding principles are being provided to help you to better understand the meaning and purpose of the expectations of each Spectrum Eye Care team member.

- Accountability – To ourselves, our team, and our patients through our actions and attitudes.
- Teamwork – The ability to create a positive work environment through effective communication.
- Compassion – Treat others how we wish to be treated.
- Accuracy – No compromise of standards or quality of service, including diagnosis and treatment.
- Ethics – Exemplify our commitment to the practice of ethical standards and conduct.

As a member of the Spectrum Eye Care Team you will be required to review and sign our “Spectrum Eye Care Employee Expectations” document. This document provides further clarification as to our expectations for each member of our team. These expectations provide a clear path of understanding for each of our employees as to their expected behavior as a team member. If you have not signed this document, you will be required to sign the document along with the acknowledgement form stating that you have read and understand the new Employee Handbook.

## **1.2 – EQUAL EMPLOYMENT OPPORTUNITY:**

Spectrum Eye Care, Inc. is an Equal Opportunity Employer in compliance with applicable federal, state, and local laws. This means that we seek to provide our employees and applicants with a harassment-free, discrimination-free workplace where talent is recognized irrespective of one's personal characteristics. Employment decisions such as hiring, promotion, demotion, transfer, selection for training, recruitment, separation, layoff, termination, rate of pay, and benefits or other forms of compensation are based on skill, qualifications, and performance; NOT religion, age, gender, national origin, sexual orientation, race, or color. For more information, visit this handbook's entry on Harassment.

## **1.3 – RIGHT TO WORK:**

All applicants for employment at Spectrum Eye Care, Inc. must provide appropriate federal documentation and sign the appropriate forms indicating that they are either a U.S. Citizen or have the right to work in the United States.

## **2.0 – INDIVIDUAL JOB RESPONSIBILITIES:**

Employees of Spectrum Eye Care are expected to approach their work with a healthy understanding of their responsibilities. Detailed job descriptions will be provided to you upon hire, and updated job descriptions will be given to you should you move departments.

Providing clear and accurate job descriptions is crucial for several reasons. It helps everyone to understand their roles within the organization, sets expectations, and aids in the recruitment process by attracting candidates who possess the necessary skills and qualifications for the positions.

Clear job descriptions and expectations also contribute to effective performance evaluations and career development discussions. Employees may use their job descriptions as a roadmap for career development. Understanding the skills and qualifications required for advancement within the organization can help employees set goals and work towards career progression. Job descriptions also facilitate communication within teams by defining individual roles. This clarity helps employees understand their colleagues' responsibilities, promoting better collaboration and teamwork.

Clear job descriptions contribute to employee satisfaction by providing transparency about their roles and the value they bring to the organization.

Spectrum Eye Care does reserve the right to revise job descriptions at any time, but will not do so without the changes in writing and provided to each employee.



## 2.1 – EMPLOYMENT CLASSIFICATIONS:

In addition to understanding the tasks they will be responsible for completing, Spectrum employees should familiarize themselves with the particulars of their employment classification. All Spectrum employees are classified as either full-time (regular), regular part-time, or irregular part-time, defined as follows:

### Regular Classifications:

*Full-time:* An employee who works an average of 30 hours a week or more

*Regular Part-Time:* An employee who works an average of less than 30 hours a week

### Irregular Classifications:

*Irregular Part-Time:* An employee falls in this category if any of the below criteria are met

- A duration of employment set at less than six months was arranged upon their hire
- They regularly work less than 20 hours a week
- They work seasonally (e.g. an employee who works in the Spring and Summer, but vacations in the Fall and Winter) or they fill in occasionally on an as needed basis.

It should be noted that irregular employees are not eligible for PTO, paid leave of absence, paid jury duty, paid holidays, supplemental pay, insurance, retirement, or any other fringe benefits unless they are provided for by local, state, or federal law.

## 2.2 – TEAM COOPERATION:

At Spectrum, we believe an atmosphere of friendly cooperation produces the best, most efficient work. In any environment where individuals work towards a common goal, the actions of even one member, whether it's positive or negative, can have an impact on the net successfulness of team activity. However, it is important for all employees to remember that criticism should be constructive and aimed at improving situations, NOT placing blame for the sake of doing so.

In the interest of preserving an energetic and positive workspace, we ask that all members of the Spectrum Team look out for their fellow employees and seek to support them in their responsibilities.

***“Teamwork is the ability to work together toward a common vision. The ability to direct individual accomplishments toward organizational objectives. It is the fuel that allows common people to attain uncommon results.” - Andrew Carnegie***

## **2.3 – BUSINESS HOURS AND WORK SCHEDULE:**

The average Spectrum employee should expect to work their shift sometime during the time window of 7:00 AM to 7:30 PM. It is important, however, that all members of the Spectrum team understand the need for flexibility in regards to work schedules. All team members will be made aware of any change to Spectrum's business hours, and should on any day or during any shift be prepared to adjust with changing circumstances while offering excellent service to those individuals who have entrusted Spectrum with their vision needs.

All employees working a full, eight-hour shift are provided with a lunch period of up to an hour, in accordance with the office schedule and staffing needs. Aside from lunch meetings in a designated conference room, employees are discouraged from taking their break in areas where they might be seen by patients. Instead, they should eat in the employee lounge, or in a place otherwise distanced from the workspace.

## **2.4 – PAY RATE:**

Managerial discretion is the sole authority over a Spectrum employee's rate of pay, but the following salary determinants are usually considered:

- Current salary trends
- Seniority
- Position responsibility
- Employee Work Experience
- Employee Performance

## **2.5 – PAY PERIODS AND PAY DATES:**

All Spectrum employees will receive their pay on a two-week basis (every other week). On the Wednesday of a pay week, compiled earnings will be directly deposited as per company policy into the employee's designated account. One pay week (and the corresponding earnings) consists of seven consecutive days, beginning on Monday and ending on Sunday.

## **2.6 – DIRECT DEPOSIT POLICY:**

Spectrum Eye Care requires all employees to receive their paychecks through direct deposit to a private checking or savings account. Paystubs and individual payroll information can be viewed by means of the website with our current payroll processing company. The setup for viewing personal payroll information is the responsibility of the Employee. Once you register your username and password on the website, you will have unlimited access to your pay records 24 hours a day. Specific website and registration instructions are provided in the new employee packet and available on request from the Administrative Office. Spectrum Eye Care does not have access or control over your individual account registered with our Payroll Vendor. It is your responsibility to maintain your access to this account and to download and retain your paystub information. We encourage all employees to download and retain their payroll data as each pay occurs, and review your payroll information for accuracy.

## **2.7 – TIME RECORDS:**

Spectrum employees are responsible for accurately recording their own working hours using their personal Time Clock login provided to each employee upon hire. At the conclusion of each pay period, the time record in the time clock system is processed and employee earnings are direct deposited into the bank account designated by the employee. If an employee forgets to punch in or is unable to do so, they are expected to communicate to their Lead or Coordinator IN WRITING for correction of the missed punch. Under no circumstances should one Spectrum employee punch in for another; these events can be construed as possible grounds for termination on the basis of Spectrum's Password Policy.

## **2.8 – INCORRECT PAY:**

If an error has been made in an employee's pay, be it an over or under, the employee should first discuss the mistake with their Lead or Coordinator, who is responsible for contacting the Accounting Manager for a correction. It is the employee's responsibility to check for and immediately report errors in pay to the appropriate individual. As mentioned before, the Payroll Vendor's website can (and should) be used to monitor paystubs for these incidents.

## **2.9 – CHANGES IN EMPLOYEE INFORMATION:**

There are events in life that require employees to make changes to their employment information. Changes of name, address, telephone number, emergency contact information and dependent or marital status must be reported to the Human Resources Director so that employment records are kept up to date. Employees who ensure that their employment records are current also ensure that necessary changes to their benefits can be made and they will receive important documentation such as Open Enrollment Forms, W2's, etc. Keep in mind that this holds true even for employees who resign or are terminated; if an individual no longer works for Spectrum Eye Care, but still has a 401(k) account with the company, or has yet to receive their W2 form, it is their responsibility to inform the administrative office of any changes to their relevant demographic information.

## 2.10 – PERFORMANCE REVIEWS:

Spectrum employees are subject to regular performance reviews. Review dates are based on an employee's anniversary date, which is their date of hire plus 90 days. No work environment can function properly without healthy criticism, and performance reviews should be considered as such; these events are not intended to be punishments, they are opportunities to reflect and improve. **A performance review does not necessarily equate to a pay increase.** Pay rate increases are subject to management discretion and are dependent on many factors such as overall performance of the practice as well as individual performance. Every effort will be made to execute performance reviews on time relative to the employee's anniversary date of hire, plus 90 days. However, when an employee is presented with a self-assessment, it should be returned to their supervisor within two weeks time. If the self assessment is not returned to their supervisor in the time frame allocated, the employee could forfeit any back pay to the anniversary date if a pay increase is recommended.

## 2.11 – WARNINGS, TERMINATION, AND SEPARATION:

### Warnings:

It is our desire that all employees feel respected and valued as part of the Spectrum team. We hope that every new member of the staff goes on to fulfill a long and successful term of service with Spectrum Eye Care. Unfortunately, as in all working environments, actions are taken that necessitate notification of error or misconduct. Employees should understand that these warnings constitute an earnest attempt at coaching employees down a path for success. The ultimate goal of the process is to alter behavior and create an opportunity for optimization and improvement, not punishment. At Spectrum, we typically operate on a three-warning system detailed below:

1. **A verbal warning:** Although any warning should be taken seriously, the first is typically no more than a polite request to alter an errant behavior. Leads and Coordinators recognize that everybody makes mistakes. Note that even verbal warnings are recorded in the employee's personnel file for further reference.
2. **A written warning:** Because this warning constitutes a continuation of some previous error, it is considerably more serious. Employees should impart an honest effort to ensure that they do not receive second warnings, and, if they do, to ensure that they do not receive a third. Written warnings are discussed with the employee and signed by both the employee and management.
3. **A second written warning:** A third warning, although it does not necessitate termination, could result in one. Although this matter is ultimately left to managerial discretion, third warnings represent a continuous refusal to comply with prior direction and merit disciplinary action.

Although the system detailed here is adhered to under normal circumstances, it should not be understood as binding. Spectrum's management, should it deem more rapid escalation necessary, can skip any of the above steps or even resort to termination of employment automatically. These decisions are largely based on the severity of an employee's actions or misconduct.

## **2.11 – WARNINGS, TERMINATION, AND SEPARATION (Continued):**

### **Termination or Separation:**

Termination or separation constitutes the end of an employment relationship. Employees who wish to separate or resign from their position are required to submit a written notice to their Lead or Coordinator at least two working weeks in advance. This notice ensures that the employee will receive all benefits they are entitled to and give the department an opportunity to locate a replacement. Failure to give proper notice could result in the employee being ineligible for rehire and possible loss or reduction in certain benefits.

When an employee provides a two-week notice, it is management's discretion as to determining the final day of employment within that two-week period. This is reviewed with each situation to decide the best action for the practice. Additionally, once an employee provides notification of their termination, during that termination period, other restrictions will apply, such as use of PTO days, shift times, assigned tasks, etc.

An employee who separates will receive their final pay via a paper check (rather than direct deposit) the week of the next regularly scheduled payday following separation. When the employee separates for any reason, all Spectrum Eye Care property, including uniforms, training books, keys, and key card must be returned to the Human Resources Director immediately.

There are a number of circumstances in which termination or separation can occur, which are listed below:

- **Resignation with Notice (Separation)** – An employee notifies their Lead or Coordinator of resignation at least two working weeks before leaving
- **Resignation without Notice (Separation)** – An employee does not notify their Lead or Coordinator at least two working weeks before leaving. This variety of departure may render an employee ineligible for rehire and result in a loss of certain benefits.
- **Discharge (Termination)** – An employee is terminated for failing to comply with Spectrum Eye Care policies and procedures, or has poor job performance or attendance. A discharge usually follows a third warning as defined in Spectrum's three-warning system.
- **Job Abandonment (Termination)** – Management can discharge an associate after the employee fails to report at the beginning of their shift and fails to call off their shift.
- **Reduction in Workforce (Termination)** – An employee is released due to abolishment of a position or reduction in staffing.
- **Retirement (Separation)** – An employee retires.

**IMPORTANT:** Spectrum Eye Care Inc. maintains an AT-WILL EMPLOYMENT relationship with its employees. As such, Spectrum management has the sole discretion in hiring, assigning tasks to, suspending, transferring, demoting, and discharging employees. While the policies and procedures contained in this handbook can have an impact on such cases, they should not be understood as constituting a contractual obligation on the part of Spectrum Eye Care, Inc. Barring prohibitive legislation, termination can occur at any time and for any reason, or no reason.

## 2.12 – OPEN DOOR POLICY (COMPLAINTS AND QUESTIONS):

At Spectrum, we value the opinions of our employees and encourage them to make their ideas and concerns known. As a general rule, all complaints, questions, suggestions, problems, and grievances should be expressed by an employee to their Lead or Coordinator. If, however, it is deemed more helpful that an employee speaks directly to the Human Resources Director, they should do so without hesitation.

## 3.0 – OVERTIME:

Spectrum Eye Care offers overtime pay to any non-exempt employees who are paid on an hourly basis (this typically excludes salaried employees, unless the individual's salary level is below the exempt salary requirement established by the Department of Labor Fair Labor Standards). Any time worked over 40 hours in a given pay week is paid at a rate of 1.5 times the employee's standard rate of pay. Overtime can fall into one of two categories:

**Mandatory:** In most cases, Spectrum will attempt to avoid prescribing overtime. However, certain tasks demand extra work and the company will not hesitate to request that employees work a reasonable number of hours beyond their usual shifts if need be. Employees who are not exempt from the Fair Labor Standards Act do not have an election in this matter, and must work overtime unless extenuating circumstances prevent them from doing so.

**Permissive:** Any employee who is not exempt from the provisions of the FLSA and who believes that additional hours of work are necessary to the completion of a task may request to work permissive overtime. Permissive overtime must be authorized by the employee's direct Lead or Coordinator.

Overtime pay is an element of the normal pay process and will be deposited directly into an employee's designated account, as per company policy. Any employee who has been assigned overtime, or who plans to request overtime, should take into account the effect of holiday weeks on the calculation of their pay. When an employee is given paid time off for a scheduled holiday, the hours off they received are not included in the calculation of overtime worked for that week.

### **3.1 – HEALTH INSURANCE:**

Spectrum Eye Care offers health insurance to all of its **full-time** employees. If a new employee elects to participate in Spectrum's Group Health Insurance plan they will qualify for coverage on the first day of the month that occurs after completing a minimum of 60 work days. Full time employment is defined by any employee who consistently averages 30 or more hours per week. Should an employee elect group health coverage and then incur a reduction in hours (voluntary or mandated by Spectrum Eye Care) that results in the employee averaging less than 30 hours per week, they will no longer be eligible for the benefit as paid by the company. However, they can elect to continue coverage at their expense. For purposes of qualifying for coverage based on hours worked, a review is performed quarterly to assure that all employees meet this qualification.

Spectrum Eye Care currently covers 80% of the cost of health insurance for the employee and 65% of the cost for any dependents. Spouses of employees are required to take insurance from their employer if it is offered.

Health insurance coverage is also available to employees working less than 30 hours per week; however, in these instances the employee is responsible for 100% of the cost of the policy and is not eligible for deductible reimbursements.

An additional line of supplemental insurance products is available. The supplemental products are electives, provided at full cost to the employee, and handled as deductions from pay.

#### **Deductible Reimbursement:**

Currently, Spectrum Eye Care offers a deductible reimbursement benefit. This benefit provides the employee with a reimbursement of a portion of their cost of medical expense deductibles. The portion or percentage of the reimbursement is established by management on an annual basis. It is the employee's responsibility to monitor their deductible expense and submit a request for reimbursement to the Accounting Manager. Usually requests for reimbursement will be received and reimbursed on a quarterly basis. Requests should be submitted no later than the 15th of the month following the end of the quarter. All requests should be submitted with the proper request form and supporting documentation reflecting the amount of the employee's remaining deductible. Requests for prior year are required to be submitted no later than the last day of February.

#### **Summary:**

The Health Insurance benefit and the percentages outlined above are subject to change due to fluctuations in insurance rates. The group health insurance plan is reviewed annually in the fourth quarter of the year, and the company/employee cost percentages are established for the upcoming year. You will be informed in writing of any changes to your policy before they take effect. Employees always have the option to elect into the plan each year at the beginning of the year or during the year should certain personal qualifying events occur.

### **Continuation of Health Insurance Coverage:**

As part of Spectrum's compliance with COBRA (Consolidated Budget Reconciliation Act), employees terminating (other than for gross misconduct) may continue their health insurance coverage for 18 months at their own expense. Employees whose work hours are reduced to a point where they have become ineligible for coverage may do the same.

Dependents who are no longer eligible for coverage under the employee's insurance contract due to that employee's death, a divorced or legally separated spouse, or their own ceasing to be a dependent, may continue health insurance coverage for up to 36 months at the expense of the employee or dependent.

Employees must notify the office of their intent to continue health insurance coverage within 60 days and pay the premiums according to their premium schedules. Dependents must also notify the office within 60 days. Failure to notify the office or pay premiums is considered to be notice of cancellation of this option.

### **3.2 – LIFE INSURANCE:**

Spectrum Eye Care provides employees with a \$25,000 term life insurance policy throughout the course of their employment. This benefit is fully covered by Spectrum Eye Care.

### **3.3 – 401(K) PLAN:**

Spectrum Eye Care maintains a 401(k) plan as a form of retirement for its employees. A new employee qualifies for the plan upon the next occurring signup date after the employee has completed their first full year of employment. Signup dates will be effective the first business day of the month following the end of each business quarter.

Currently Spectrum Eye Care contributes an amount equal to 3% of an employee's compensation into the plan on the employee's behalf at each pay date. Annually, usually during the third quarter of the year, Spectrum Eye Care makes an additional 2% profit sharing contribution into the plan for each employee that qualified as a plan participant in the prior year. This results in a total company contribution of 5% of compensation on behalf of each qualifying employee. The plan currently has no waiting period for vesting in normal contributions. However, profit sharing contributions are vested on a graduated scale over a five-year period. Company contributions are not viewed as matching contributions and as such are contributed by the company even if the employee does not contribute to the plan.

### **3.4- FSA (Flexible Spending Account) PLAN-**

Spectrum Eye Care maintains an FSA plan in which an employee can elect to contribute funds from their pay (pre-tax) into the plan. These funds are then available to the employee to use for certain health care or child care related expenses. The maximum annual contribution an employee can make is



limited by Federal Law and the limitations are periodically adjusted for inflation. Employees will be made aware what the max amount allowed is via email prior to the beginning of the calendar year. A new employee becomes eligible for the current year after completing their 90-day training period. The contribution limits are prorated for the new employees based on their start date. Unused funds up to \$500 can be carried over to the following calendar year. Unused funds in excess of the \$500 allowable carryover are forfeited.

### **3.5 – CAREER DEVELOPMENT:**

Spectrum Eye Care offers paid education to employees seeking COA (Certified Ophthalmic Assistant) Certification, an Optician’s License, or other relevant certification. We recognize the value of a well-educated workforce, and hope that this provision will help to maintain Spectrum’s tradition of knowledgeable service. To benefit from paid education, an employee must meet the following criteria:

- They must be a full-time employee for at least 3 months.
- The certification they seek must be deemed necessary or relevant by the company. Managerial discretion is the ultimate authority in this matter, and management reserves the right to define necessity and relevance as narrowly or broadly as they feel is proper.

If the above criteria are met to the standards of upper management, Spectrum will cover the cost of books, courses, testing fees, and continuing education. Employees should also expect to attend courses increasing their proficiency in technology utilized by the company.

Additionally, following an employee’s trial period, Spectrum will reimburse them for attendance of any work-related workshops or seminars. For an employee to qualify for reimbursement, they must submit their course of choice to a direct Lead or Coordinator for approval.

Spectrum may reimburse employees for 100% of their membership dues in professional organizations. As with supplementary workshops, the employee must be finished with their trial period, and their organization of choice must be approved by upper management.

Note that many courses sponsored by Spectrum Eye Care will be held during the lunch hour. Because the costs of books, courses, and testing fees are already covered by the company, attending employees should expect to provide their own lunch, except on special occasions. Spectrum is not obligated to feed those individuals attending certification courses, or other varieties of in house workshops.

### **3.6 – PARKING:**

Spectrum Eye Care provides free parking for all employees. Employees are required to use designated spaces exclusively to prevent congesting the area where patients typically park. Also, avoid using spaces reserved for handicapped individuals (if you are not handicapped) and other varieties of reserved space. Within the rear (East) parking area, Employees should take care to leave spaces close to the building and south of the designated handicap parking open to allow for other tenants’ patients to park. Ask your direct Lead or Coordinator if you are unsure of where to park.

### 3.7 – EMPLOYEE HEALTHCARE PROVISIONS:

Spectrum Eye Care recognizes that for its employees to effectively aid patients, they must also be in good health. Pursuant to this interest, after completing 6 months of employment, Spectrum employees and their immediate family members are qualified to receive one (1) free Vision Exam (VE) per calendar year as detailed within the following parameters:

- Immediate family members are defined as members living in the employee's household and qualifying as a spouse or dependent of the employee. (Documentation may be requested.)
- Employees must clock out prior to their complimentary VE and ensure that their assigned tasks have been completed to maintain an efficient work flow.
- After completing 1 year of employment, each employee may receive one pair of glasses/lenses per year up to a maximum of \$300, OR up to \$300 (one purchase) in contact lenses per year at Spectrum's cost. If an employee's glasses/lenses or contact lenses exceed the \$300, the difference will be the responsibility of the employee. Additionally the \$300 is only applicable to one pair of glasses/lenses or one order of contact lenses, and any remaining amount cannot be used on future purchases.
- Employees having completed 6 months of employment and employees that have already used their glasses/lenses benefit are eligible to receive goods (contacts, glasses and/or frames) at Spectrum's listed cost.
- After 1 year of employment, employee's immediate family members may receive a 50% discount on any contacts, glasses and frames.
- ALL employee and family member purchases are expected to be paid in full within 90 days. Any employee or family member with an outstanding balance may NOT place any new orders for goods until the previous balance is paid in full. If a balance is unpaid after 90 days, a payroll deduction will be implemented such that the balance due will be paid in full in 6 months. Payroll deductions will be updated on the employee/family member account in Medinformatix after each pay.
- If an employee resigns or is terminated, any outstanding balance for goods purchased will be deducted from the employee's final paycheck.

After completing 6 months of employment, an employee or immediate family member requiring a Medical Exam (ME) will not be charged for the doctor's time. Any testing, supplies or procedures will be billed to insurance with the patient (employee/immediate family member) responsible for deductibles, co-insurance or co-pays. Payment plans for insurance balances will be initiated and processed through the billing department. ALL EMPLOYEE URGENT MEDICAL EXAMS AND AUXILLARY TESTING SHALL BE SCHEDULED AND APPROVED BY A CLINIC COORDINATOR OR ADMINISTRATOR.

Employees and immediate family members interested in LASIK (if available) will be given an employee discount. Employees and immediate family members considering cataract surgery may be eligible to have the fee for the Catalys Femtosecond Laser waived.

In the interest of maintaining a healthy workforce, Spectrum Eye Care also provides complementary annual flu shots.

### **3.8– COMPANY UNIFORM PROVISIONS:**

Spectrum Eye Care employees engaged in tasks involving patients and clinical care are required to wear company-designated scrubs during working hours. Company uniform procedures are the following:

1. Spectrum Eye Care will issue an appropriate number of scrubs based on hours worked to each new clinical employee as part of the new-hire assimilation. Employees are required to sign for the uniforms, and the uniforms are considered company property and are to be returned in the event of termination of employment or separation.
2. You may purchase your own black scrubs to wear as long as they are appropriate. Uniforms that are self purchased would only be eligible for reimbursement if by some chance Spectrum Eye Care is unable to provide you with a uniform.
3. Upon issuance, company uniforms become the responsibility of the employee for maintenance and care. Uniforms should be clean and look fresh each day.
4. While it is conceivable that employees in their off time prior to and after work may need to run errands while wearing their uniform, it is not acceptable for an employee to wear their uniform at a bar or any other establishment that may offend others if they're recognized as a Spectrum Eye Care employee. An overcoat or some other garment should be worn to conceal the Spectrum Eye Care, Inc. logo.
5. In the event of resignation (separation) or termination of employment, employees are required to return all issued uniforms as part of the exit process. If all issued uniforms are not returned, Spectrum Eye Care will deduct the cost of the uniforms from the employee's final paycheck.

For more information regarding uniform policy and procedure, refer to Dress and Appearance.

### **3.9 – WORKERS' COMPENSATION:**

In accordance with state laws, Spectrum Eye Care, Inc. carries Workers Compensation Insurance, which exists to compensate any employee for injuries sustained in the workplace. Should an employee experience an injury or illness as a result of the performance of their responsibilities at Spectrum, they are eligible to apply for Workers Compensation Insurance.

Note that workplace injuries are taken very seriously at Spectrum and should be reported to a direct Lead or Coordinator, or the company's Practice Administrator, immediately. In order for an employee to collect Workers Compensation, this report must be filed within 24 hours of the incident.

## 4.0 – HOLIDAYS:

Spectrum Eye Care observes the following holidays:

- New Years
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Full-Time employees are paid for eight hours of work on these days. Regular Part-Time employees are paid for four hours of work on these days. Irregular Part-Time employees do not qualify for paid holidays. For more information of full-time, or part-time classification, see Employment Classifications (section 2.1 of this handbook). In order to receive holiday pay, an employee must attend work either the workday before or the workday after the holiday.

If one of Spectrum's observed holidays falls on a weekend, managerial discretion will determine which day of the prior or subsequent week will be treated as a holiday and made subject to the paid holiday policies.

## 4.1 – SICK PAY:

All Spectrum employees are entitled to a number of paid sick days. However, paid sick days are classified as unscheduled paid time off in Spectrum Eye Care Inc.'s Paid Time Off (PTO) policy. Due to the nature of said policy, paid sick days can result in an employee's PTO bank developing a deficit. Additionally, the over usage of paid sick days, or any form of unscheduled PTO, is grounds for disciplinary action, or even termination. Below is a guideline in disciplinary actions for **unexcused** sick days.

### **Within a 90-day Rolling Period:**

**2 Unscheduled PTO days:** No disciplinary action

**3 Unscheduled PTO days:** Verbal warning documented in file

**4 Unscheduled PTO days:** Written warning documented in file

**5 Unscheduled PTO days:** Suspension of employment for a maximum of two business days unpaid and possible termination.

Management will review each case individually to determine the necessary disciplinary action required when an employee incurs excessive unexcused and unscheduled PTO days. Depending on the circumstances this could result in suspension or termination.

## 4.2 – PAID TIME OFF (PTO):

Paid Time Off (PTO) is a bank of time that accrues based on the number of hours an employee works each pay period up to a maximum of 80 hours worked per pay period. Overtime is not applicable to this calculation. The rate at which an employee accrues PTO is based on their years of service with Spectrum Eye Care and the earning rates are the same for both full-time and part-time employees as defined in Employment Classifications. However, since full-time employees work more hours, their accrued PTO time is greater than the hours earned by a part-time employee.

**New Employees:** When an employee is first hired, they begin to accrue PTO after their 90-day training period. However, a new employee is not vested in their PTO bank until they have reached their six-month anniversary date (six months after the date of hire). After this six-month time period, the employee is eligible to claim PTO benefits.

**Year of Service:** An employee's year of service is determined by the year of their hire date. In the year an employee attains a new level of "year of service", the accrual rates apply to the entire year regardless of the month or day the employee was hired.

**Time Bank Accrual Limits:** PTO can accrue up to a maximum of 280 hours. At that point, no further hours will accrue until the employee uses some hours, or receives a cash pay-out for some of the available hours.

**PTO Classifications:** Time used from the time bank will be classified as either scheduled time off or unscheduled time off. Scheduled time off is time off that was either requested by the employee at least three weeks in advance and approved by the employee's Lead or Coordinator, or time off at the request of the Lead or Coordinator. Every effort will be made to grant requests, with the first consideration given to patient care and the operating efficiency of the practice. When an employee requests PTO, the amount requested can't cause the hours available in an employee's current time bank to fall below zero. (See more on "Negative Time Bank Exception") However, unscheduled time may cause an employee's bank of time to carry a deficit. Unscheduled time off consists of, but is not limited to: sick days, tardiness (morning or after lunch), or other unscheduled absences from a scheduled work shift. Excessive use of unscheduled time off could result in disciplinary action up to and including termination. Unscheduled PTO time is not included in the calculation of PTO accruals.

**Carry Over Option:** Unused PTO hours can be carried over up to a maximum of 50% of an employee's annual full earnable PTO. The calculation of the carryover limit is based on the earning rate applicable to the year the PTO is being carried from.

**Cash Pay-Out Option:** Employees may request a cash payment for a portion of their accrued, unused PTO. A cash pay-out request can be made for a maximum of 48 hours per calendar year. PTO Cash Pay-Outs are limited to once per year, beginning in October 2016, and ongoing each year in the fourth quarter of the year. A minimum of 40 hours must remain in the employee's bank following the cash pay-out. In certain situations, cash pay outs requested outside of the fourth quarter of the year will be considered but subject to managerial discretion.

**Payment of Accrued PTO at Separation:** An employee who has completed at least 13 pay periods of continual service with Spectrum Eye Care Inc. will be paid for half of their accrued and unused PTO upon separation at their hourly rate as of their separation date. If 13 pay periods of continual service were not completed, the employee is not entitled to a pay-out of any accrued PTO. A separating employee cannot take or be paid PTO after the last shift worked to extend their separation date. In other words, the date following the last date worked becomes the employee's separation date, and all accrued PTO is paid out in accordance with the terms noted in this paragraph. Employees may not earn or use PTO hours during the required two week notice period prior to separation. Failure to provide the required two week notice upon separation could result in the loss of any pay-out of PTO benefits at separation date.

**Negative Time Bank Exception:** Under normal circumstances scheduled PTO is not permitted beyond the total accrued PTO in an employee's PTO bank. Negative time banks are handled by management or administration on a case by case basis.

**Accrual Rates:**

**0-3 Years of Service:** Earning rate of .053846 per hour worked – which represents 112 hours or 14 days of PTO per year.

**4-6 Years of Service:** Earning rate of .065385 per hour worked – which represents 136 hours or 17 days of PTO per year.

**7-11 Years of Service:** Earning rate of .080769 per hour worked – which represents 168 hours or 21 days of PTO per year.

**12-17 Years of Service:** Earning rate of .092308 per hour worked – which represents 192 hours or 24 days of PTO per year.

**18-23 Years of Service:** Earning rate of .103846 per hour worked – which represents 216 hours or 27 days of PTO per year.

**24-29 Years of Service:** Earning rate of .119231 per hour worked – which represents 248 hours or 31 days of PTO per year.

**30 or 30< Years of Service:** Earning rate of .1346154 per hour worked – which represents 280 hours or 35 days of PTO per year.

### **4.3 – FUNERAL LEAVE:**

Full-time employees of Spectrum Eye Care may use two days or sixteen hours annually for the funerals of family or friends. Emergency leave for funerals will only be paid if the funeral falls on a day that the employee is scheduled to work, or if the employee switches or trades hours (or a day) so that they will still attend work for a full week. Emergency leave is pro-rated for part-time employees, who can only receive eight hours of pay for funeral leave.

Employees are restricted from using funeral leave for personal or family illnesses, even if all sick leave for the year has been spent. There is no reimbursement for unused days. Funeral leave is granted on an individual basis, and must be approved for the employee by a direct Lead or Coordinator.

### **4.4 – MATERNITY LEAVE:**

After completing one year of continuous employment with Spectrum Eye Care employees are eligible for leave following the birth or adoption of a child. Additionally, after completing one year of continuous employment, new parents may take unpaid leave for up to 12 weeks (or any duration prescribed by local, state, or federal law). Parental leave is available in addition to any medical leave for which an employee qualifies. Any employee who wishes to take parental leave must advise the company in writing at least 30 days in advance of the anticipated date if possible. Additionally, it is the policy of Spectrum Eye Care that employees are to use what PTO they have available in their bank to cover leave.

### **4.5 – PERSONAL LEAVE:**

Personal leave at Spectrum Eye Care is to be determined on a case-by-case basis. If an employee requires personal leave, they should notify their direct Lead or Coordinator with a written request at least two weeks in advance. The unique parameters of the leave-of-absence plan will then be determined by the discretion of that Lead or Coordinator, and the individuals they report to. If an employee takes leave without receiving prior written approval, their absence will be recorded in the appropriate employee file and could serve as grounds for termination.

### **4.6 – MEDICAL LEAVE:**

If a Spectrum employee finds themselves unable to work due to injury or illness, they may take an unpaid medical leave from work for the period of their illness or injury, as certified by their physician, and up to a maximum duration of time as determined by state law. This includes medical leave due to pregnancy or childbirth. For the protection of both Spectrum Eye Care Inc., and the employee themselves, they may be asked to periodically obtain a doctor's statement as to the estimated length of their absence or ability to return to work. Medical leave is granted without compensation.

## 4.7 – MILITARY LEAVE:

Spectrum employees who are ordered to, or volunteer for military training or active duty in the Armed Forces of the United States, the National Guard, or the United States Coast Guard, may take a leave of absence for the length of their service. Employees should provide their Lead or Coordinator with a copy of their written orders requiring such attendance. Our office will pay the difference between the employee's military pay and regular pay for the period of the leave up to a maximum of 15 calendar days per year.

## 4.8 – FAMILY AND MEDICAL LEAVE ACT (FMLA):

Spectrum Eye Care will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. No greater or lesser leave benefits will be granted than those set forth in such state or federal laws. In certain situations, the federal law requires that provisions of state law apply. In any case, employees will be eligible for the most generous benefits available under applicable law. Note that employees on leave do not accrue PTO and are prohibited from working for other employers. Additionally, it is the policy of Spectrum Eye Care that employees are to use what PTO they have available in their bank to cover leave.

State and federal laws allow FMLA Leave for various reasons. An employee's rights and obligations may vary depending upon the reason for the FMLA Leave. FMLA Leave may be used for one of the following reasons:

**Bonding Leave:** The birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child.

**Family Care Leave:** To care for an immediate family member (spouse, child, or parent with a serious health condition).

**Serious Health Condition Leave:** An employee's inability to work because of a serious health condition.

**Military Emergency Leave:** A "qualifying exigency," as defined under the FMLA, for military operations arising out of a spouse's, child's, or parent's active duty as a member of the military reserves or National Guard in support of a "contingency operation" declared by the U. S. Secretary of Defense, President, or Congress, as required by law.

**Military Caregiver Leave:** To care for a spouse, child, parent, or next of kin (as defined under the FMLA) – who is an Armed Forces member (including the military reserves and National Guard) undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list – with a serious injury or illness incurred in



the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties

The maximum amount of FMLA Leave will be 12 work-weeks in any 12-month period when the leave is taken for:

(1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if both spouses work for Spectrum Eye Care and are eligible for leave under this policy, the spouses will be limited to a total of 12 work weeks off between the two of them when the leave is for Bonding Leave or to care for a parent using the Family Care Leave. A 12-month period begins on the date of an employee's first use of FMLA Leave. Successive 12-month periods commence on the date of their first use of such leave after the proceeding 12-month period has ended.

**Eligibility** - An employee is eligible when they:

- Have worked at the practice for at least 12 months
- Have worked at least 1,250 hours in the last 12 months
- Work at or report to a worksite that has 50 or more employees OR is within 75 miles of worksites that, taken together, have a total of 50 or more employees.

**Criteria for Granting Leave** – Leave will be granted for the birth or adoption of a child, care of a spouse, child, or parent with a serious health condition, or the employee's own serious health condition.

**Length of Leave** – Length of leave can be broken down in three ways: blocks of time, intermittently, or reduced hours.

**Notification** – An employee must give notice to their Lead or Coordinator 30 days in advance if leave is expected.

Employees returning from a leave of absence before or at the expiration of the twelve-week leave period will be reinstated to their former position, or to an equivalent position with equivalent status and pay, as required by law. It will be the associate's responsibility to discuss his/her return with their supervisor at least two weeks prior to the scheduled return date. Employees returning from a sick leave must provide certification of their ability to perform the functions of their job. If an employee fails to return to work at the conclusion of an approved leave of absence, the employee will be considered to have voluntarily terminated employment.

#### **4.9 – JURY DUTY OR WITNESS:**

Spectrum Eye Care will provide paid time off if an employee is called to jury duty or to serve as witness. Affected employees will be paid the difference between jury duty pay and their regular pay for the number of workdays they were absent. It is important that employees, upon being called to jury duty or to serve as a witness, notify their direct Lead or Coordinator as soon as possible so that shifts during their absence can be properly covered. Additionally, the employee will be required to submit proof from the court that their attendance has been mandated.

## 5.0 – ATTENDANCE:

In the interest of maintaining excellent, efficient service, Spectrum Eye Care asks that its employees demonstrate regular attendance. Good attendance is one of the most important aspects of our duty to the patient and an essential responsibility of every position. The purpose of this attendance policy is to minimize the number of unscheduled absences by providing Leads and Coordinators with a template by which to consider and apply corrective action when appropriate. This corrective action escalates to and includes termination of employment.

### Definitions:

- **Absence:** This term refers to each occasion on which an employee has an unscheduled non-attendance episode from a scheduled work shift (including overtime). Each episode of unscheduled nonattendance will be an “absence” unless it is covered by one of the exclusions specifically set forth in this policy.
- **Incomplete Shift:** An incomplete shift constitutes leaving work before the end of a scheduled shift, or not using the DSC time recording system to document attendance (e.g. punching-in, punching-out). Leaving before the end of an assigned shift without notifying the appropriate Lead or Coordinator is considered an especially critical rule violation (especially in the patient care areas) and is subject to corrective action up to and including immediate termination depending on the circumstances.
- **No Call/No Show:** This term refers to an occasion when an employee is absent from their entire scheduled shift, reports late, or leaves early for over one-half (1/2) of the shift and does not give prior notice of their absence by using the organizational unit’s method for reporting absences.

If an employee, regardless of employment status, is absent for two or more scheduled work shifts (consecutive or non-consecutive) in a rolling 12-month period, and does not report his or her absence, it will be considered job abandonment and result in termination of employment unless there are extenuating circumstances and there is approval by the Practice Administrator. A rolling 12-month period will be considered beginning with the most recent occurrence and counting 12 consecutive calendar months backward.

## 5.1 – PUNCTUALITY:

In a large practice such as Spectrum Eye Care, being on time to work is essential for all employees. Co-workers and patients alike count on the individual employee to use their time responsibly, and lateness can lead to unnecessary organizational hardship and poor service. Spectrum employees are encouraged to consider punctuality as one of the most important criteria for successful performance of their respective positions and act accordingly. An employee who believes they will be delayed by more than a few minutes in arriving should contact their Lead or Coordinator promptly and

inform them of the situation. The following definitions determine how and when tardiness will result in corrective action.

**Within a 90-day Rolling Period:**

**2 Tardies:** No disciplinary action

**3 Tardies:** Verbal warning documented in file

**4 Tardies:** Written warning documented in file

**5 Tardies:** Suspension of employment for a maximum of two business days unpaid, possible termination

Continued tardies after the above disciplinary procedures may result in termination of employment.

Also, note that employees should be situated at their work stations when their shift begins, ready to start the work day on schedule. Any extra time required by an employee for personal hygiene, grooming, brewing coffee, or otherwise preparing for a shift must be allotted for prior to clocking in. If an employee desires to do these things, they must plan accordingly and arrive early.

## **5.2 – DRESS AND APPEARANCE:**

The majority of policies in this handbook concern active qualities of exceptional service and how employees can cultivate them. However, the passive qualities of service are equally important; even if a patient is imparted useful knowledge during their visit, they will be unlikely to reflect positively on it if the individuals who served them did not inspire confidence in their general conduct and appearance. For this reason, employees of Spectrum are expected to adopt a “professional feel” in their appearance.

### **Employees Who Wear Scrubs:**

Spectrum employees who wear scrubs are expected to maintain and care for these garments as part of their work responsibilities. Every day, the employee should arrive at work with their company-issued uniform looking clean, fresh, and neat.

### **Employees Who Wear Non-Medical Attire:**

Spectrum employees who are not required to wear scrubs should dress in professional attire. This excludes jeans, shorts, clothing that exposes the midriff, tank tops, mini-skirts etc. Work clothing does not have to be expensive, but it should appear clean, fresh, and neat. Employees, if at all possible, should not arrive to work wearing wrinkly or unhygienic-looking garments.

### **Name Tags:**

All Spectrum employees are provided with a name tag when they are hired. These name tags are considered part of your uniform and are expected to be worn at all times while at work with your name clearly displayed to the patient. Name tags are required to be returned to Spectrum Eye Care upon separation or termination of employment.

### **Tattoos and Piercings:**

Spectrum Eye Care expects all employees to exercise appropriate judgment with regard to personal appearance, dress and grooming to be most effective in the performance of their workplace duties. The company recognizes that personal appearance is an important element of self-expression and strives not to control or dictate appropriate employee appearance, specifically with regard to jewelry or tattoos worn as a matter of personal choice.

### **5.3 – CARE AND USAGE OF FACILITIES:**

Spectrum employees are expected to treat workspaces, break areas, and any other company property with respect. The following guidelines apply and, if violated, may constitute disciplinary action.

#### **Employee Lounge:**

A designated cleaning service cares for the employee lounge, but the individual Spectrum employee is still required to do their part in maintaining it. In addition to the routine washing of dishes and surfaces, the occasional spill should be cleaned promptly by the employee who made it. If an employee wishes to store food in the provided refrigerator, they should take care to bring only a day's worth. No employee is permitted to monopolize space in the refrigerator or store food for an interval that could breed bacteria or attract pests. Any food left in the fridge at the close of a work day will be disposed of.

#### **Workstations:**

Employees must maintain a neat and cleanly work station. Note that any and all company property is subject to searches, random or otherwise, by management. The storage of inappropriate or unhygienic quantities of food, pornographic materials, and illicit or illegal substances is not permitted under any circumstances. If an employee is handling classified, confidential, or otherwise delicate materials, they should take care to conceal them properly.

#### **Lockers:**

If employee lockers are available in your location, limited quantities and provided on a first-come, first-serve basis. No employee is entitled to a locker, nor should they consider a locker to be their property. As company property, employee lockers are subject to searches, random or otherwise, by management. The storage of inappropriate or unhygienic quantities of food, pornographic materials, and illicit or illegal substances is not permitted under any circumstances. If an employee wishes to store food in their locker, they should take care to bring only a day's worth.

#### **Food Outside of Lounge:**

Employees are allowed to maintain small, nonperishable quantities of food, such as candy dishes, outside of the employee lounge on the condition that they are neat and cleanly. Large quantities of food, such as gifts from vendors, should be taken promptly to the employee lounge. Departments are not permitted to maintain private food stashes and parties where food will be consumed are not permitted outside the lounge. This applies to all employees and all departments.

## **5.4 – SMOKING POLICY:**

Spectrum Eye Care is committed to providing a smoke-free environment to protect the health and comfort of our patients, employees, and visitors from the adverse effects of tobacco smoke. There shall be no use of any tobacco product on or within Spectrum Eye Care Inc.'s premises. "Premises" refers to all buildings owned or leased by Spectrum Eye Care. This also includes all connected parking lots, walkways, and other outside areas that are under Spectrum Eye Care ownership or control. This policy also includes vape products. If you are found vaping inside any facility owned or operated by Spectrum Eye Care, Inc. this will be grounds for immediate termination.

## **5.5 – DRUG AND ALCOHOL POLICY:**

Spectrum Eye Care expects all employees to report for work alert and capable of completing their responsibilities. Impairment will be determined strictly on an assessment of the employee's ability to perform their regular duties, and any others the practice might require of them during working hours, with both safety and efficiency. Any violation of this policy constitutes cause for immediate summary discipline, including immediate termination. In accordance with the Drug-Free Workplace Act of 1988, the following drug and alcohol guidelines apply to all Spectrum personnel.

- In the workplace, the usage of alcohol or any other drug that impairs an individual's ability to perform their responsibilities is prohibited.
- Outside the workplace, employees are discouraged from partaking of illegal drugs. Like any other criminal activity, the usage of illegal drugs reflects poorly on Spectrum Eye Care and must be avoided.
- Spectrum Eye Care prohibits the possession, use, sale, or dispensing of illegal drugs and narcotics.
- Any theft or misuse of controlled substances utilized in the operation of Spectrum Eye Care may result in immediate termination.

Pursuant to these guidelines, Spectrum Eye Care reserves the right to utilize pre-employment drug screenings, as well as to impose drug and/or alcohol screenings after employment. Employees may be asked to submit to a drug and/or alcohol screening following a workplace injury, after appearing to be under the influence of either drugs and/or alcohol, or at random in the interest of company policy. Any employ found to be in violation of the above guidelines may be terminated immediately, or required to participate in a rehabilitation program. Failure to participate will result in termination of employment. Also, note that Spectrum has a legal obligation to report any illegal substances found on the premises to appropriate law enforcement officials.

## 5.6 – HARASSMENT:

The workplace should be free from any form of harassment. It is our goal to keep morale and productivity high while respecting and protecting the well-being of each of our employees by providing a harassment free work environment.

For this reason, each employee will receive a copy of this Harassment Policy that defines harassment, outlines unacceptable behavior, and summarizes the compliance procedure established by Spectrum Eye Care, Inc.

The **Goals** of this Harassment Policy Statement will be to:

- Eliminate unwelcome, offensive behavior
- Indicate the company’s concern for the well-being of all employees at work
- Confirm our commitment to providing a harassment-free environment
- Promote our anti-harassment policy as a matter of human respect

It is management’s intention to implement this policy uniformly and in a consistent manner to avoid unequal treatment of employees. Although all employees are valuable to the organization, no employee is so valuable or indispensable that they are exempt from this policy. All claims will be promptly investigated, leading to action on any misconduct uncovered by the investigation regardless of race, color, religion, sex, national origin, age, sexual orientation, position within the organization or length of tenure of the participants. Misconduct, mistreatment, or disrespect for fellow employees will not be tolerated. Due process is guaranteed for all employees.

We encourage those who are being harassed or know of existing harassment to take a stand against the harassment and the harasser by coming forward with the information.

### **Basis of Policy:**

Sexual harassment is defined as:

“Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment;
- (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- (3) such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment.”

### **Issues of Welcomeness & a Sexual Nature:**

The conduct in question must be, whether physical or verbal, both unwelcome and of a sexual nature. Conduct is defined as unwelcome when it is unsolicited, when the victim has done nothing to

incite it, when the victim views that conduct as undesirable or offensive, and/or when any reasonable person would find the conduct offensive. The complainant, otherwise known as the alleged victim, is in most instances, the one who determines offensiveness and unwelcomeness, and may not be required to notify the accused of their feelings.

The requirement that sexually harassing conduct, whether physical or verbal, be of a sexual nature can be fulfilled by frequently cited sexually oriented behaviors (propositions, sexually oriented jokes, comments regarding the sexual areas of one's body, discussion of sexual activity, etc.) or through non-sexual behavior caused by the gender of the individual being harassed. In other words, "but for" the gender of the individual, the harassing behavior would not have occurred.

### **The Policy:**

At Spectrum Eye Care, Inc., we believe that employees should be able to work in an environment that is free of any type of harassment that violates law or human dignity.

This Harassment Policy prohibits sexual harassment in the workplace, whether committed by supervisory or non-supervisory personnel. Specifically, no supervisor shall threaten or insinuate, either explicitly or implicitly, that an employee's submission to or rejection of sexual advances will, in any way, influence any personnel or organizational decision regarding that employee's employment, wages, advancement, assigned duties, shifts, or any other condition of employment or career development.

Other sexually harassing conduct in the workplace, perpetrated by either co-workers that may create an offensive work environment and/or interfere with workplace productivity, whether it be in the form of physical, verbal, or written harassment, is also prohibited. This includes, but is not limited to the following inappropriate behaviors:

1. Repeated offensive or unwelcome sexual flirtations, advances or propositions.
2. Continual or repeated verbal abuse of a sexual nature.
3. Derogatory or vulgar comments about someone's gender, physical anatomy, or characteristics.
4. Sexually suggestive or vulgar language or jokes.
5. Threats of physical harm.
6. Touching someone in a sexually suggestive way or in a way calculated to invade his/her personal space.
7. Displaying of sexually suggestive objects, pictures, posters, magazines, or other materials that are sexually demeaning, or pornographic, in the workplace.
8. Circulating material either electronically or otherwise, which ridicules a gender or which is sexually suggestive, regardless of whether it is directed at specific individuals.
9. Staring in an offensive, leering way.
10. Harassing behavior that may not be sexual in nature, but that occurs because of the recipient's gender.
11. Preferential treatment or promises of preferential treatment to any employee in exchange for submitting to sexual activity for compensation or rewards.
12. Whistling in a suggestive way.

13. Unwarranted sexual compliments or innuendos.
14. Commenting or discussing body parts of an employee.
15. Negative stereotyping.
16. Threatening, intimidating hostile acts.
17. Publication or display of written/graphic material that denigrates or shows hostility or aversion.

The conduct portrayed above is not all-inclusive, but only illustrative. If any of these are a concern to you, the company has a need to know about the circumstances that are affecting your performance or making you uncomfortable at work. If you feel that you have been subjected to sexual harassment, think you have observed an incident of sexual harassment, or have been told by a fellow employee that they have been subjected to sexual harassment, inform the appropriate individuals, as outlined in the policy statement, immediately.

Sexual harassment is not involved in normal, pleasant, friendly interactions, as long as no reasonable victim is offended. Common courtesy, common sense, and observation go a long way in eliminating harassment from the work environment.

All supervisors and employees are responsible for avoiding any action that could be viewed as harassment, retaliation, or discrimination, and for taking the necessary steps to prevent such occurrences.

**Anti-Harassment Policy for *Other* Forms of Harassment:**

It is the policy of Spectrum Eye Care, Inc. to prohibit any form of unlawful harassment. Harassment or discrimination based on the following are prohibited by Spectrum Eye Care, Inc.:

- Race
- Color
- National origin
- Religion
- Age
- Disability

This prohibition applies to employees, suppliers, patients, and others with whom we may conduct business while in our work environment, or at off site locations where business is conducted.

In addition, Spectrum Eye Care, Inc. prohibits any random and intentional harassment of any kind that is not mentioned in the Civil Rights Act of 1964, or any subsequent acts, aimed at intimidating or harming any employee, patient, supplier, either in our work environment or at off site locations.

The Complaint Procedure and Statements of Concern issued in this policy apply not only to Sexual Harassment, but to all forms of harassment that is intended to intimidate or harm any employee.



This policy shall supersede any other previous or general policy statements with regard to harassment.

### **Managerial Responsibility:**

Spectrum Eye Care, Inc.'s supervisory personnel are responsible for insuring the work environment under their supervision is free from instances of discriminatory harassment. They are responsible for taking appropriate action when such instances are brought to their attention and reporting each instance to the Practice Administrator or the Human Resources Director. Each person in a supervisory capacity will be held responsible for the prevention of such behavior as outlined in this policy statement, as well as refraining from participating in such behavior.

Consensual sexual affairs between people considered supervisory managers and non-supervisory employees under their supervision are a conflict of interest and could contribute to a hostile work environment. Such relationships should be disclosed to the Human Resources Manager so that work assignments may be adjusted to eliminate any conflict of interest.

It will be the policy of Spectrum Eye Care, Inc. to not promote or reward known harassers.

### **Complaint Procedure:**

Every complaint or concern does not require a full-scale investigation. But every complaint will be taken seriously and will be explored. No one will be punished for coming forward with a legitimate concern or complaint. False accusations, brought forward in malice however, will not be condoned and appropriate levels of discipline will be carried out, up to and including dismissal. Records will be kept of all meetings.

The following information has been designed to guide employees who feel they need help in dealing with existing harassment concerns.

### **Where to Report Problems:**

There are several options available to all employees of Spectrum Eye Care, Inc. You may contact any of these key individuals, if you have a harassment concern:

1. **Human Resources Director** – If your claim does not involve your Human Resources Director, but instead involves other employees within the organization, you may want to consult your Human Resources Director. However, you are not required to report your claim to your Human Resources Director.
2. **Practice Administrator** – If your claim does concern your Human Resources Director, or if you feel like your claim was not resolved with the Human Resources Director, you may bring your concerns to the Practice Administrator.

Management or a representative of the organization will contact the complainant within ten (10) business days after a concern has been expressed, to determine if further action is necessary, or to initiate an investigation.

### **Steps to be followed:**

All employees involved in a harassment claim including the complainant, the accused and any witnesses, will be required to fully participate and cooperate in the investigation. Failure to cooperate could result in disciplinary measures up to and including dismissal.

The investigation process will continue until a determination is reached even if any of the above mentioned individuals decides not to participate or cooperate fully.

Those individuals who actively interfere with or compromise the integrity of the investigation process in any way could be subject to disciplinary measures up to and including dismissal.

1. **Taking the Complaint** – The Human Resources Director or other individual designated by Spectrum Eye Care, Inc. will meet with the complainant initially to gather the facts, understand the concerns, and counsel the complainant, if necessary. The purpose of this interview will be to clarify the facts. It is the goal of the investigator to remain objective and open minded. The complainant will be asked to supply details and evidence.
2. **Interviewing the Accused** – The Human Resources Director or other individual designated by Spectrum Eye Care, Inc. will then meet with the accused to present the claim and allow the accused to respond. The Human Resources Director or other individual designated by Spectrum Eye Care, Inc. will determine the level and seriousness of this claim before determining what further action should be taken. The purpose of this interview is to relate the complainant’s accusation and to listen to the accused’s story. It is the goal of the investigator to remain objective and open minded.
3. **Counseling** – If the facts do not appear to meet the legal definition of harassment, or if there is agreement about what occurred but the claim appears to be one minor isolated incident, both parties will be counseled on issues such as the organization’s anti-harassment policy, the right to work in a harassment free environment prohibited behaviors, and how to effectively prevent and deal with harassment in the workplace.
4. **Investigation** – If the complainant and the accused cannot reach an agreement as to what occurred, a full-scale investigation will be launched. This investigation will be conducted by a three (3) member investigation team appointed by the non-accused Practice Administrator and Doctors.
  - **Timetables** – An initial investigation will begin within ten (10) business days from the time the complaint was filed. A full-scale investigation may take several weeks, depending on the nature and complexity of the claim.
  - **Interviewing the Complainant** – The Investigation Team will again meet with the complainant to go over his/her charge and to present the accused’s story, highlighting areas of disagreement. The purpose of this interview will

be to clarify the facts and better understand the areas of disagreement. The complainant will be asked to supply details, evidence, and witnesses so that the investigator can help him/her make his/her case.

- **Interviewing the Accused** – The Investigation Team will again meet with the accused to go over his/her rebuttal. The purpose of this interview will be to clarify the facts and better understand the area of disagreement. The accused will be asked to supply details, evidence, and witnesses so that the investigator can help him/her make his/her case.
- **Interviewing Supervisors** – The Investigation Team will interview the supervisor of both the complainant and the accused. The purpose of this interview will be to gather any related facts, evidence, and details, as well as, to determine what the supervisors may have known, and what actions they may have taken prior to this point in time.
- **Interviewing Witnesses** – The Investigation Team will interview as many witnesses as necessary both inside and outside the company to better understand the details of this case and to uncover the truth so that they may come to a determination. It is the goal of these interviews to collect details and further evidence to support either side of the story. This organization forbids retaliation against any witness supplying true and accurate information.

5. **Management Recommendation** – The Investigation Team will determine if the evidence suggests whether or not harassment occurred. They will reach a Determination that will include their findings and a disciplinary recommendation where appropriate. They will then review their findings and their recommendation with the non-involved Human Resources Director and Practice Administrator or other individual designated by Spectrum Eye Care, Inc.
6. **Discipline** – Various levels of discipline have been developed and will depend on the nature of the harassment. All supervisors will be held to a higher standard of behavior, as they are considered agents of the employer. Appropriate levels of discipline, up to and including immediate dismissal may result, depending on the findings of the investigation.

There will be disciplinary consequences for:

- Sexual harassment offenses
- Wrongful termination
- Willful defamation
- Retaliation against complainants or witnesses
- False claims
- Spreading information about a harassment claim, its participants, its investigation, or resolution – whether the information is accurate or not

7. **Follow-up** – There will be a follow-up meeting with the complainant and the accused to:
  - Update and inform the complainant of the general outcome of the investigation and subsequent determination.
  - Update and inform the accused of the general outcome of the investigation and subsequent determination, as well as, any disciplinary actions taken against him/her.
  - Determination if the harassment has ended.
  - Ensure that retaliation has not occurred.
  - Ask involved parties to sign any necessary acknowledgment and/or agreement forms.
  
8. **Monitoring** – The workplace will continue to be monitored to ensure:
  - Fairness in the investigation process
  - That no future retaliation, isolation, poor reviews, poor job assignments, etc. occur as a result of the outcome of the case.
  
9. **Employee Assistance Programs** – Counseling or time off during the investigation process may be available to employees with a medical need, or who may need help returning to full productivity.

### **Statement of Concerns**

#### **Statement of Cooperation:**

All employees involved in a possible harassment situation will be expected to cooperate with the company in any investigation into possible misconduct. Non-cooperation could result in disciplinary actions up to and including immediate termination. All employees are expected to refrain from engaging in any behavior that would compromise or bias the investigation process and its outcome.

#### **Statement of Confidentiality:**

Concerns will be kept as confidential as possible. Every effort will be made to limit both the number of people who need to know and the extent of discussion. The investigation team will interview as many people as necessary to get at the truth. Any unauthorized disclosure of facts or prohibited and has disciplinary consequences.

#### **Pledge of Non-retaliation:**

Employees who bring harassment charges or concerns to management's attention will be protected from any retaliatory actions. The employer will not discipline or otherwise adversely affect the terms and conditions of employment of an employee who sincerely, but mistakenly believes that harassment has occurred and who brings that belief to the attention of management. Spectrum Eye

Care, Inc. forbids retaliation against employees who bring a claim forward in good faith whether the claim is determined to rise to the legal level or just comprise inappropriate behavior. This includes all retaliatory actions on the part of co-workers as well as managers. Those parties found to be involved in or connected to retaliatory measures against complainants, witnesses or accused individuals will be subjected to disciplinary action up to and including discharge.

Only when it is clear that the complainant is motivated by spite or malice and is using the complaint-resolution system for personal reasons, will discipline be imposed, up to and including termination.

**Statement of Rights:**

Spectrum Eye Care, Inc. recognizes that all individuals involved in a harassment claim have rights. The complainant has the right to work in a harassment free environment. The accused individual has the right to defend themselves against the claim. The organization has a right to protect itself and to try to limit their liability by taking steps necessary to end all future harassment so that they may protect the integrity and quality of their work environment and return their workforce to full productivity. It is the intent of this organization to take measures to ensure the rights of all involved.

**Statement of Consensual Relationships:**

Personal, welcome relationships between consenting co-workers are to be considered the private business of the individuals involved and may not be used as a reason for discriminating against, harassing or retaliating against either individual. The supervisor has a clear duty to report any such involvement so that the organization can, at their earliest convenience, change work assignments so as to avoid any conflict of interest.

**Statement of Accountability:**

Offenders will be held accountable for their actions involving any harassment or retaliation claim. Spectrum Eye Care, Inc. may require offending employees to reimburse the company for legal fees and damages including sums paid to redress grievances.

**Travel Statement:**

This policy is effective not only in our offices but anywhere Spectrum Eye Care, Inc. employees conduct business, including, but not limited to hotels, conference centers, meeting rooms, restaurants, bars, and all transportation vehicles.

**Policy Violation:**

Violation of this policy or any part of this policy could result in disciplinary action up to and including immediate dismissal.

## **5.7 – CONDUCTING PERSONAL BUSINESS ON COMPANY TIME:**

We encourage all employees to conduct personal business on their own time, NOT company time. If an employee finds themselves with nothing to do, they should report to their direct Lead or Coordinator for direction. Internet shopping, scrolling social media, and spending time on your cell phone is prohibited.

Personal tasks such as errands, phone calls, and shopping should not be done during scheduled working hours. Urgent personal communications (phone calls, for example) should be kept brief and prevented from interfering with customer service. Company supplies, such as stamps, pens, paper, etc., are for company business only and should not be expended on personal usage.

## **5.8 – OUTSIDE EMPLOYMENT:**

At Spectrum, we recognize that the financial standing of employees can vary greatly. For this reason, we do our best to accommodate individuals whose financial situations require them to seek part-time or full-time employment at other businesses for supplemental income. It has proven helpful in the past for affected employees to make their secondary employment known to a direct Lead or Coordinator, so we insist that they do so.

On the same token, Spectrum employees who wish to engage in business enterprises of their own should make these enterprises known to a direct Lead or Coordinator. Effective communication ensures that scheduling proceeds smoothly and productively. Remember, though, that outside employment will not be permitted to interfere with an individual's tasks and responsibilities at Spectrum.

## **6.0 – PERSONAL CALLS AND CELL PHONE USAGE:**

While at work, Spectrum employees are expected to exercise discretion in using personal cellular phones for calls and texting. Whether they are conducted using a company phone, or a cellular phone owned by the employee, personal calls made during work hours can interfere with productivity, patient safety, and may be distracting to others. Cell phones should be turned to "silent" or "vibrate" during working hours.

Employees are encouraged to make personal calls and/or text during breaks or lunch; they should never do so in front of a patient. Clinical staff should not have cell phones out in the clinic areas where patients are present. They should also ensure that friends and family members are aware of Spectrum Eye Care's policy. Spectrum will not be liable for the loss of personal cellular phones brought into the workplace.

Cellular phones may not be used to defame, harass, intimidate, or threaten any other person. Employees are prohibited from using their cellular phones in any illegal, illicit, or offensive manner.

## 6.1 – INTERNET, E-MAIL, AND COMPUTER USAGE:

The use of Spectrum Eye Care’s automation systems – including computers, fax machines, and all forms of Internet/intranet access – is for company business and authorized purposes only. Brief and occasional personal use of the electronic mail system or the Internet is acceptable as long as it is not excessive or inappropriate, occurs during personal time (lunch or other breaks), and does not result in expense or harm to the Spectrum or otherwise violate this policy.

Use is defined as "excessive" if it interferes with normal job functions, responsiveness, or the ability to perform daily job activities. Electronic communication should not be used to solicit or sell products or services that are unrelated to Spectrum Eye Care’s business; distract, intimidate, or harass coworkers or third parties; or disrupt the workplace.

Use of Spectrum’s computers, networks, and Internet access is a privilege granted by management and may be revoked at any time for inappropriate conduct carried out on such systems, including, but not limited to:

- Sending chain letters or participating in any way in the creation or transmission of unsolicited commercial e-mail ("spam") that is unrelated to legitimate Spectrum business or procedure.
- Engaging in private or personal business activities, including excessive use of instant messaging and chat rooms (see below).
- Accessing networks, servers, drives, folders, or files to which the employee has not been granted access or authorization from someone with the right to make such a grant.
- Making unauthorized copies of Spectrum files or other Spectrum data.
- Destroying, deleting, erasing, or concealing Spectrum files or other Spectrum data / Otherwise making such files or data unavailable or inaccessible to Spectrum Eye Care or to other authorized users of Spectrum systems.
- Misrepresenting oneself or Spectrum Eye Care.
- Violating the laws and regulations of the United States, or any other nation, or any state, city, province, or other local jurisdiction in any way.
- Engaging in unlawful or malicious activities;
- Deliberately propagating any virus, worm, Trojan horse, trap-door program code, or other code or file designed to disrupt, disable, impair, or otherwise harm either Spectrum’s networks or systems, or those of any other individual or entity.
- Using abusive, profane, threatening, racist, sexist, or otherwise objectionable language in either public or private messages.
- Sending, receiving, or accessing pornographic materials.
- Becoming involved in partisan politics.
- Causing congestion, disruption, disablement, alteration, or impairment of Spectrum networks or systems.

- Maintaining, organizing, or participating in non-work-related Web logs ("blogs"), Web journals, "chat rooms", or private/personal/instant messaging.
- Failing to log off any secure, controlled-access computer or other form of electronic data system to which you are assigned, if you leave such computer or system unattended.
- Using recreational games.
- Defeating or attempting to defeat security restrictions on company systems and applications.

Using Spectrum automation systems to access, create, view, transmit, or receive racist, sexist, threatening, or otherwise objectionable or illegal material (defined as any visual, textual, or auditory entity, file, or data) is strictly prohibited. Such material violates Spectrum Eye Care Inc.'s anti-harassment policies and subjects the responsible employee to disciplinary action. Spectrum's electronic mail system, Internet access, and computer systems must not be used to harm others or to violate the laws and regulations of the United States, or any other nation, or any state, city, province, or other local jurisdiction in any way. Use of company resources for illegal activity can lead to disciplinary action, up to and including dismissal and criminal prosecution. Spectrum will comply with reasonable requests from law enforcement and regulatory agencies for logs, diaries, archives, or files on individual Internet activities, e-mail use, and/or computer use.

Unless specifically granted in this policy, any non-business use of Spectrum's automation systems is expressly forbidden. If you violate this policy, or any of the other policies listed above, you could be subject to disciplinary action, up to and including termination of employment.

## **6.2 – OWNERSHIP AND ACCESS (WAIVER OF PRIVACY):**

Spectrum Eye Care Inc. owns the rights to all data and files in any computer, network, or other information system used by employees during the work day and to all data and files sent or received using any company system or using the company's access to any computer network, to the extent that such rights are not superseded by applicable laws relating to intellectual property. Spectrum Eye Care Inc. also reserves the right to monitor electronic mail messages (including personal/private/instant messaging systems) and their content, as well as any and all use by employees of the Internet and of computer equipment used to create, view, or access e-mail and Internet content. Employees must be aware that the electronic mail messages sent and received using Spectrum equipment or company-provided Internet access, including web-based messaging systems used with such systems or access, are not private and are subject to viewing, downloading, inspection, release, and archiving by Spectrum officials at all times. Spectrum Eye Care Inc. has the right to inspect any and all files stored in private areas of the network or on individual computers or storage media in order to assure compliance with Spectrum policies as well as state and federal laws.

Spectrum Eye Care Inc. uses software in its electronic information systems that allows monitoring by authorized personnel and that creates and stores copies of any messages, files, or other information that is entered into, received by, sent, or viewed on such systems. There is no expectation of privacy in any information or activity conducted, sent, performed, or viewed on or with Spectrum equipment or Internet access. Accordingly, employees should assume that whatever they do, type, enter, send, receive, and view on Spectrum electronic information systems is electronically stored and



subject to inspection, monitoring, evaluation, and Spectrum use at any time. Furthermore, employees who use Spectrum systems and Internet access to send or receive files or other data that would otherwise be subject to any kind of confidentiality or disclosure privilege thereby waive whatever right they may have to assert such confidentiality or privilege from disclosure. Employees who wish to maintain their right to confidentiality or a disclosure privilege must send or receive such information using some means other than Spectrum systems or the company-provided Internet access.

The Company has licensed the use of certain commercial software application programs for business purposes. Third parties retain the ownership and distribution rights to such software. No employee may create, use, or distribute copies of such software that are not in compliance with the license agreements for the software. Violation of this policy can lead to disciplinary action, up to and including dismissal.

### **6.3 – PASSWORD POLICY:**

No Spectrum employee may access another employee's computer files or electronic mail messages without prior authorization from either the employee or an appropriate Spectrum official. Employees utilizing Spectrum's work stations should be logged in under their own username and password at all times. No employee may share any of their work-related passwords with another employee for any reason without formal assent from a Spectrum official, given such extenuating circumstances as routine IT work or similarly appropriate events.

### **6.4 – E-MAIL CONFIDENTIALITY:**

As noted in this handbook's entry on Ownership and Access, electronic mail (e-mail) is subject at all times to monitoring, and the release of specific information is subject to applicable state and federal laws and Spectrum rules, policies, and procedures on confidentiality. Existing rules, policies, and procedures governing the sharing of confidential information also apply to the sharing of information via commercial software. Since there is the possibility that any message could be shared with or without your permission or knowledge, the best rule to follow in the use of electronic mail for non-work-related information is to decide if you would post the information on the office bulletin board with your signature. It is a violation of Company policy for any employee, including system administrators and supervisors, to access electronic mail and computer systems files to satisfy curiosity about the affairs of others, unless such access is directly related to that employee's job duties. Employees found to have engaged in such activities will be subject to disciplinary action.

### **6.5 – E-MAIL TAMPERING:**

Spectrum employees are prohibited from altering received e-mail messages without the sender's permission. They are also prohibited from forwarding received e-mails that were altered without the sender's permission to another e-mail user. No unauthorized attachments are to be placed on another employee's sent e-mail.

## **6.6 – SOCIAL MEDIA POLICY:**

Social media refers to blogs, chat rooms, forums, and social networking sites such as Facebook, Twitter, Snapchat, Instagram, and YouTube, among others. Spectrum employees have the right to engage in personal social media activities to express their thoughts or promote their ideas, as long as their activities are not performed on working time or by using Spectrum’s communications technology, and do not cause harm to others or conflict with our personnel, policies, business, goodwill, or reputation. If you engage in social media activities on your own time, you must comply with the following guidelines as a condition of employment with us:

- Do not identify yourself as an employee of Spectrum Eye Care.
- Do not disclose our confidential and proprietary information or trade secrets.
- Do not write or post harassing or offensive material.
- Do not defame Spectrum Eye Care or our personnel, activities, or competitors.
- Do not use social media as a means to harass, disparage, defame character, or threaten another employee of Spectrum Eye Care.
- Do not use or reproduce our logo, website link, or other Spectrum Eye Care information without advance permission from the Practice Administrator.

When expressing your opinion or position, you must use your own name and internet account, not Spectrum Eye Care’s account. Your comments or posts must be yours alone, and must not appear to be representative of or approved by Spectrum Eye Care. Remember that you are responsible for your comments or posts on social media sites. You can be sued by Spectrum Eye Care, its personnel, or by any third party if you post defamatory, proprietary, harassing, libelous, or pornographic comments. If you want to use social media to promote Spectrum Eye Care, you must obtain advance approval of the Practice Administrator. This policy is not intended to interfere with any employee's free speech rights, or to prohibit any employee's protected concerted activity. We will enforce this policy only to the extent necessary to protect our trade secrets, enforce our policies, and protect Spectrum Eye Care personnel and patients. Any violation of this policy can be used as grounds for immediate termination from Spectrum Eye Care.

## **7.0 – PATIENT CONFLICT RESOLUTION:**

The services provided at Spectrum Eye Care, by virtue of their concerning health and wellness, or lapses thereof, sometimes find patients in states of mind uncondusive to polite communication. We have found that patients with complaints often only need a sympathizing ear and for an employee to demonstrate an understanding of their problem. However, should a serious conflict occur with a patient who cannot be calmed, employees are encouraged to seek outside help; in situations such as these, they should politely inform the individual at issue that they are sure the Patient Services Manager and/or Practice Administrator would be happy to speak with them, and that they are a valued patient.

Employees should remember that they are never to discuss company business with patients, associates, or visitors unless they have received explicit permission to do so from a direct Lead or Coordinator.

## **7.1 – HIPAA COMPLIANCE AND PATIENT CONFIDENTIALITY:**

All patients of Spectrum Eye Care have a right to privacy when they come to our practice for care. Pursuant to the goals of HIPAA (Health Insurance Portability and Accountability Act) patient records, financial papers, appointment books, x-rays, and laboratory reports are to remain confidential. When family members of a patient inquire about that patient's healthcare, employees are to refer them to a Doctor. Often, while talking with staff, patients will seek advice on personal and health problems; please refrain from giving doing so and refer these questions to a Doctor as well.

Any unauthorized disclosures by employees could render Spectrum Eye Care liable for damages on grounds of defamation or invasion of privacy. An employee who violates the confidentiality of medical information is subject to immediate termination of employment. Due to this considerable liability, Spectrum employees have a responsibility to give a full and impartial account to their Lead or Coordinator, or to a company officer, if they feel that they have witnessed a violation of the civil rights of employees, patients, or third parties. Unless disclosure is deemed necessary, the confidentiality of the employee making the report, and the information they provide, will be maintained.

## **8.0 – ACTION PROCEDURE:**

In the event of an emergency, all Spectrum employees are responsible for reacting efficiently, effectively, and calmly. In order to minimize risk, you will be expected to know:

- The appropriate protocol(s) for any given emergency situation (fire, tornado, etc.)
- The usage guidelines established for all hazardous materials and equipment on the premises and what to do if they malfunction or cause injury
- Two exit routes from your workstation
- The location of all fire alarm pull stations on the premises
- The location of all portable fire extinguishers on the premises and the means of using them properly
- The location of all first aid kits on the premises

The information listed and protocol(s) referenced above can be located in the separate Emergency Procedure Handbook, which is required reading for all new employees. Please note that, in addition to the actions recommended therein, employees are responsible for contacting the authorities or dialing the local emergency response hotline (911) when emergencies occur.

## **8.1 – EVACUATION PROCEDURE:**

In addition to basic emergency response protocols, Spectrum employees should familiarize themselves with the company's evacuation procedure. More complete details can be found in the

separate Emergency Procedure Handbook, which is required reading for all new employees, but the expectations Spectrum has for employees during an evacuation are as follows:

- Know the location of all building exits
- Know the designated meeting point for any given emergency situation (fire, tornado, etc.)
- Know evacuation responsibilities specific to job description or workspace location
- Offer aid to patients, especially those with physical or mental disabilities
- Defer authority to direct Leads and Coordinators and maintain a clear chain of command

**“Unity is strength...when there is teamwork and collaboration, wonderful things can be achieved.”**

**-Mattie Stepanek**