The information included herein does not constitute any contractual or binding agreement between the Company (Pediatric Junction, PA) and any Employee. Only a personalized written agreement (contract) between the two parties is binding and subject to legal interpretation. The document is a guideline of the practices and procedures of the company and is in any way binding upon the company.

Revision 0: September 10, 2012 - This document supersedes all previous documents
Revision 1: September 4, 2013 – This document supersedes all previous documents, See appendix for more detail
Revision 2: September 25, 2014 – This document supersedes all previous documents, See appendix for more detail
Addendum 1 – February 20, 2015 – Added to Revision 2, no other revisions are made
Addendum 2 – March 31, 2015 – Added to Revision 2 for clarification of Company policy for retirement.
Addendum 3 – June 18, 2015 – Rewrite of Addendum 2
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A. Pediatric Junction Employee Handbook Introduction

1. The employee handbook contains information about the employment policies and practices of Pediatric Junction, PA. ("The company") in effect at the time of publication.
2. All previously issued handbooks and any inconsistent policy statements or memoranda or other company documents or discussions are superseded.
3. No contract shall be entered into between the company and an employee which contradicts the benefits as defined herein.
4. The company reserves the right to revise, modify, delete or add to any and all policies, procedures, work rules or benefits except for state and federal regulations.
5. All such revisions, modifications, deletions or additions must be in writing and must be signed by the chief executive officer of the company or their designee.
6. No oral statements or representations can change or alter the provisions of this handbook.
7. This handbook sets forth the entire agreement between you and the company as to the duration of employment and the circumstances in which employment may be terminated.
8. Nothing in this employee handbook, or any other personnel document, including but not limited to, benefit plan descriptions, creates, or is intended to create, a promise or representation of continued employment for any employee.
9. Not all company policies and procedures are set forth in this handbook.
10. If you have any questions or concerns, please ask your supervisor.

B. Employment at The Company Is “at will.”

1. Employment “at will” may be terminated for any reason, with or without cause or notice, at any time by the employee or the company.
2. Nothing in this handbook or in any document or statement, oral or written, limits the right to terminate employment “at will.”

C. Terms and conditions of employment

1. Terms and conditions of employment with the company may be modified at the sole discretion of the company with or without cause, with the exception of the terms set forth in any current valid written agreement (contract) between an employee and the company.
2. Other than the chief executive officer of the company or his/her designated agents, no one has the authority to make any agreement for employment other than for “employment at will” or to make any agreement limiting the company’s discretion to modify the terms and conditions of employment.
3. Only the chief executive officer or his/her designated agents has the authority to make any such agreement and then only in writing.
4. No implied contract concerning any employment related decision or term or condition of employment can be established by any statement, conduct, policy or practice.

D. The Company is an Equal Opportunity Employer

1. The company is an equal opportunity employer and makes employment decisions on the basis of merit, only.
2. Company Policy Prohibits Unlawful Discrimination
3. Company prohibits discrimination based on genetic characteristics or information, race, color, creed, sex, gender, gender identity, marital status, age, national origin or ancestry, physical or mental disability, medical condition, veteran status, sexual orientation or other consideration unlawful by federal, state or local laws.

4. All such discrimination is unlawful.

5. Company prohibits unlawful discrimination by any employee of the company, including supervisors and co-workers.

E. Company makes reasonable accommodations for limitations

1. To comply with applicable laws ensuring equal employment opportunities to qualified individuals with disabilities, the company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

2. Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the chief executive officer or his/her designated agents and request such an accommodation.

F. Prohibiting Harassment

The company has a strict policy prohibiting harassment because of gender, gender identity, genetic characteristics or information, sex, race, color, national origin, ancestry, religion, physical or mental disability, medical condition, marital status, veteran status, sexual orientation, age, and any other basis protected by applicable federal, state or local law.

1. Anti-harassment policy
   a. The company’s anti-harassment policy applies to all employees and independent contractors involved in the operations of the company and prohibits harassment by any company employee, including supervisors and co-workers, or independent contractors.
   b. The company’s anti-harassment policy also protects employees from harassment by clients, vendors, or others doing business with the company.
   c. If harassment occurs on the job by someone not employed by the company, the procedures in this policy should be followed as if the harasser were an employee of the company.

2. Sexual Harassment
   a. The law defines sexual harassment as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature.
   b. Submission to such conduct is made a term or condition of employment
   c. Submission to or rejection of such conduct is used as basis for employment decisions affecting the individual Employee’s duty to disclose benefits received
   d. No supervisor, manager, or officer of the corporation is authorized to condition the receipt or denial of any benefit, compensation, or other term or condition of employment on an employee’s complying with any sexual demand.
   e. All employees are instructed to refuse such demands and must report them promptly to the chief executive officer or his/her designated agents.
   f. Any employee who is found to have obtained any benefit from the company because he or she submitted to an unreported sexual demand will be disciplined appropriately, including reimbursement for the value of any benefits received, and/or immediate dismissal.
   g. Any employee making such a demand will be disciplined, up to and including termination.
3. Harassment is Unlawful
   a. Harassment is Unlawful regardless of gender.
   b. Race and other forms of harassment can occur through verbal, physical or other activity directed at employees in protected categories.
   c. It can occur when co-workers and/or supervisors use slurs or epithets referring, for example, to the national origin, or race, or sexual orientation of an employee.
   d. It may occur through other kinds of activity, such as placing graphic images negatively connected to the race of an employee on or near the employee’s desk, locker or work location.
   e. Such conduct has the purpose or effect of unreasonably interfering with an employee’s work performance or an intimidating, hostile or offensive working environment.
   f. All such activity is strictly prohibited under the company’s unlawful harassment policy.
   g. Any employee of the company, whether co-worker, supervisor or manager, who is found to have engaged in unlawful harassment is subject to disciplinary action up to and including termination from employment.
   h. If any employee is uncertain as to what conduct is prohibited under this policy, he or she should contact the Chief Executive Officer or their designated agent immediately.

4. Preventing Harassment
   a. Employees who believe they have been harassed on the job, including by persons doing business with or for the company, should provide a written or oral complaint to the chief executive officer of the company or his/her designated agents as soon as possible.
   b. The complaint should be documented to include details of the incident(s), names of individuals involved, date of incident and the names of any witnesses. Supervisors and managers must immediately refer all harassment complaints to the chief executive officer of the company or his/her designated agents.
   c. Independent contractors should use this complaint procedure for any claim of sexual or other harassment.

5. All Incidents of Harassment Are Investigated
   a. All incidents of sexual or other harassment that are reported must and will be investigated, even if the alleged victim expresses a desire that the company not investigate. That is the law.
   b. The chief executive officer of the company or his/her designated agents will immediately undertake or direct an effective, thorough and objective investigation of the harassment allegations.
   c. The investigation will be completed and a determination regarding the harassment alleged will be made and communicated to the employee(s) who complained and the accused harasser(s).
   d. If the company determines that sexual or other prohibited harassment has occurred, the company will take effective remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future harassment.
   e. If a complaint of harassment is substantiated, appropriate disciplinary action, up to and including termination, will be taken and the company will communicate to the complainant that action has been taken to prevent further harassment.
   f. All employees and independent contractors are required to use the company’s complaint procedure may result in the defeat of any claim of sexual or other harassment if litigated.

6. False claims of harassment
   *Any employee who makes a false claim of harassment will be disciplined according to Company policy.*
7. Harassment Anti-retaliation policy
   a. In accordance with applicable law, the company prohibits retaliation against any employee because of the employee’s opposition to a practice the employee reasonably believes to constitute employee harassment or discrimination.
   b. Because of the employee’s participation in an employment harassment or discrimination investigation, proceeding or hearing.
   c. Any retaliatory adverse action because of such opposition or participation is unlawful and will not be tolerated.
   d. The company’s anti-retaliation complaint procedure
      i. The company’s anti-retaliation complaint procedure provides for an immediate, thorough and objective investigation of any claim of unlawful retaliation because of opposition to alleged discrimination or participation in a proceeding regarding alleged employment discrimination.
      ii. If you believe that you have been retaliated against because of your opposition to an employment practice you reasonably believe to be harassing or discriminatory.
      iii. Because of your participation in a hearing or proceeding regarding alleged unlawful discrimination, you should provide a written or oral complaint to the chief executive officer or his/her designated agents, as soon as possible.
      iv. Your complaint should be as detailed as possible, including the names of individuals involved, the names of any witnesses, any documentary evidence, and the date of the complaint activity.
      v. If the company determines that an individual has suffered adverse action in retaliation for opposition to alleged employment harassment or discrimination, or participation in a proceeding related to alleged employment discrimination.
      vi. The company will take effective remedial action appropriate to the circumstances.
      vii. The company will also take action to deter any future retaliation.
      viii. If a complaint of retaliation is substantiated, appropriate disciplinary action, up to and including termination, will be taken and the company will communicate to the complainant that action has been taken to prevent further retaliation.
      ix. In addition to the company’s internal complaint procedures regarding harassment, discrimination, and retaliation, employees should be aware that the federal equal employment opportunity commission (EEOC) also investigate and prosecute such complaints.

G. Whistleblower protection and non-retaliation policy
   1. The company will not adopt or enforce any rule, regulation, or policy preventing an employee from disclosing information to the company or to a governmental or law enforcement agency if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or non-compliance with a state or federal rule or regulation.
   2. If any company employee wishes to make a report regarding suspected unlawful activity, he or she should report the activity immediately to the chief executive officer or his/her designated agents who will initiate a prompt, thorough, and objective investigation.
   3. Reports should be in writing with as much detail as possible, although oral and anonymous reports will also be accepted and investigated.
   4. If an employee elects not to report suspected unlawful activity as defined above to the company’s chief executive officer or his/her designated agents, he or she may contact the Texas attorney general. The attorney general shall refer calls received on the whistleblower hotline to the appropriate governmental authority for review and possible investigation.
H. Open Door policy

1. Your suggestions for improving the company’s operations are always welcomed.
2. You may have a complaint, suggestion, questions, working conditions or the treatment you are receiving.
3. Please bring your suggestions, questions and complaints to the practice manager.

I. Background checks and investigations

1. The company must maintain a safe and productive workplace with honest, trustworthy, qualified, reliable and non-violent employees who do not present a risk of serious harm to their co-employees or others.
2. To that end, the company is authorized to perform, “background checks” or other types of investigations.
3. Background checks and investigations performed for the company may include the use of consumer reporting agencies, which may gather and report information to the company in the form of consumer or investigative consumer reports.
4. Such reports may contain information concerning your credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living.
5. The types of reports that may be requested from consumer reporting agencies under this policy include, but are not limited to, credit reports, criminal records checks, court records checks, driving records, and/or summaries of educational and employment records and histories.
6. Personal interviews with your co-workers, neighbors, friends, associates, current or former employers, or other personal acquaintances.
7. Employees are expected to cooperate fully with this policy, such cooperation includes, among other things, providing truthful and complete information on your employment application and in response to inquiries made by the company or third party investigators during the course of investigations.
8. Providing appropriate written authorizations that may be required by law, so that the company may obtain complete investigation reports.
9. Failure to cooperate in these respects, or any attempt to interfere with the company’s implementation of this policy will result in discipline, up to and including termination from employment.
10. Company may at any time perform additional background checks where the employee performance or employees’ safety may be in question.

J. Employee classifications

The owner/physicians’ benefits are set by the company board of directors.

1. Non-exempt employees (hourly)
   a. Certain jobs are designated as non-exempt by the state and federal government to protect the employee from abusive work demands.
   b. Non-exempt employees are eligible to receive overtime pay in accordance with state and federal wage and hour laws.
   c. Non-exempt employees are required to submit a time record for each pay period, approved by the appropriate supervisor, for the purpose of tracking hours worked and calculating compensation.
2. Exempt employees (salaried)
   a. Three classifications: professional, management and specialist.
   b. These employees are exempt from the applicable provisions of state and federal wage and hour laws.
K. Levels of Employment

1. Full-time employees
   a. Full-time employees are scheduled a minimum of 30 hours per week
   b. Full-time employees are eligible for standard company benefits.

2. Part-time employees
   a. Part-time employees are scheduled to work less than 30 hours per week.
   b. No standard company benefits shall be provided.

3. Trainee/intern
   a. Trainees/interns are unpaid or minimally paid to train for positions.
   b. Trainees/interns are not eligible for any standard company benefits.

4. Contract employees
   a. Contract employees have a start and end date of employment.
   b. Contract employees are not eligible for any benefits as set forth herein.

L. Job duties

1. Your supervisor will explain your job responsibilities and the standards which will be expected.
2. Because flexibility is necessary, your job responsibilities may change at any time during your employment.
3. In addition to your regularly assigned job responsibilities and duties, from time to time, you may be asked to work on special projects or to assist with other work important to the operation of your department or the company.
4. Your cooperation and assistance in performing additional work is expected.
5. The company reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

M. Working Hours and Schedules

1. The company staff hours may vary for the business; scheduled to operate Monday through Friday from 7:30 am to 5:30 pm, and 8:00am to 12:00pm on Saturday.
2. Because of the expanded and irregular operating hours, employees must be scheduled as required to provide health services for all operating hours including holiday schedules.
3. No employee is exempt from irregular hours; salaried employees work required hours at the pleasure of the company; hourly employees will be compensated at their hourly rate with time and half for any approved hours over forty.
4. The company will try to give employees sufficient notice of schedule but cannot guarantee the posted schedule.
5. All employees are expected to be at their desk or work station and ready to work no later than the start time of their scheduled hours. Failure to be at your assigned work place at the start of the shift will result in a minimum of 15 minutes loss wages, and incremented at plus 6 minutes thereafter. Excessive tardiness or a tardy affecting operations may result in disciplinary action.
6. Employees are provided with a thirty minute to one hour unpaid meal period depending on operational conditions of the business.
N. Wages

1. As necessary, employees may be required to work overtime.
2. All non-exempt overtime work must be previously authorized in writing by a supervisor.
3. The company provides compensation for all overtime hours worked by non-exempt employees in accordance with the law.
4. Exempt employees enjoy other privileges but are not bound by non-exempt law.
5. Non-exempt employees are to be paid time and one-half (1.5) for work time that exceeds 40 hours during a scheduled work week, or hours worked beyond the scheduled work day.
6. Holiday time is not work time and doesn’t apply toward consideration of overtime (1.5) but will be paid as working hours.
7. The calculation of overtime hours will not include holiday, sick leave, scheduled off days or vacation days during a given scheduled workweek.
8. Non-exempt employees, for work completed on scheduled company holidays, will be paid their regular pay plus the holiday pay. The holiday pay will not be considered in determining work time. Example: hours worked in week is forty hours plus the eight hours of holiday pay. Pay would be forty-eight hours at regular pay.
9. All non-exempt employees are required to record time worked for payroll purposes.
10. Employees must record their own time at the end of each daily work period.
11. Tardiness for reporting to work at start of schedule or returning from lunch must be promptly reported to supervisor.
12. The company has no obligation to provide opportunity to make up lost time.
13. Paydays are every two weeks (bi-weekly) on the Friday following the end of the pay period, which is from Sunday to Saturday of the second week.
14. The company does not permit advances against paychecks.
15. Exempt employees are not eligible for overtime pay, bonus pay, or any other extraordinary pay beyond salaried rate except for any performance and holiday bonuses.

O. Performance evaluations

1. Your initial performance evaluation is scheduled after completion of 90 days employment. There may be earlier evaluations if deemed necessary.
2. You will receive a twelve month performance evaluation and for other periods deemed necessary by the company.
3. The frequency of additional performance evaluations may vary depending upon such factors as length of service, job position, past performance, changes in job duties or recurring performance problems.
4. Evaluations will review the quality and quantity of the work you perform, your knowledge of your job, your initiative, your work attitude and your attitude toward others.
5. Pay increases and promotions are solely within the discretion of the company and depend upon factors in addition to your individual performance evaluations and length of service.
6. The company requires a ninety (90) day probationary period during which company benefits will not be paid, unless stipulated in an employee/company written offer.
7. The one exception is our 401k savings which by law must be available from the date of hire. Employees are encouraged to complete the ninety day probation before joining the company 401k.
8. During this time period, your job performance and compatibility will be evaluated to determine if your employment with the company should continue.
9. Once the ninety (90) days have elapsed, full-time employees will commence the receipt of all benefits.
10. Employees may be terminated at any time during the 90 day period or thereafter without cause consistent with the “at will” provision of Texas Labor Law.

P. Personnel Records

1. Keep personal data in your file accurate and up to date. Please report any change of address, phone number, dependents, etc. to human resources.
2. You may inspect your personnel file, as provided by law, in the presence of a company representative at a mutually convenient time.
3. No copies of documents in your file may be made, with the exception of documents which you have previously signed.
4. You may add your version of any disputed item to the file.
5. The company will restrict disclosure of your personnel file to authorized individuals within the company.
6. Any request for information from personnel files should be directed to the Business Manager.
7. Only the chief executive officer or his/her designated agents is authorized to release information about current or former employees.
8. The company will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting investigations.
9. Health/medical records are not included in your personnel file. These records are confidential. The company will safeguard them from disclosure and will divulge such information only as allowed by law; to the employee’s personal physician upon written request with permission of the employee; and as required for workers’ compensation cases.

Q. Voluntary Terminations

1. If you decide to leave your employment with the company, we ask that you give us at least two weeks written notice.
2. The company may, at its discretion, ask the employee to vacate the premises as soon as possible should circumstances demand.
3. All company owned property (e.g. Vehicles, keys, uniforms, identification badges, credit cards, laptops, computers, phones, pagers, etc.) must be returned at the time of termination.
4. Voluntary terminations will not be entitled to any accrued leave time.
5. All requests for references must be directed to the chief executive officer’s designated representative, the Business Manager. No other manager, supervisor or employee is authorized to release references for current or former employees.
6. The company’s policy as to references for former employees is to disclose only the dates of employment and the title of the last position held.
7. If the employee authorize disclosure in writing, the company will also provide a prospective employer with information on the amount of the salary or wage you last earned.

R. Unacceptable Employee Conduct Policy

1. Work Place Conduct
   a. Theft, removal, or unauthorized possession of company property.
   b. Falsification of timekeeping records.
   c. Working under the influence of alcohol or drugs.
   d. Possession, distribution, sale, transfer, or use, of alcohol or illegal drugs in the work place.
   e. Fighting or threatening violence in the workplace.
f. Boisterous or disruptive activity in the workplace.
g. Improper conduct leading to damage of company, customer, or co-worker property.
h. Insubordination or other disrespectful conduct, including gossip.
i. Violation of safety, health or company rules.
j. Smoking in prohibited areas (any pediatric junction property, indoors or outside).
k. Sexual or other unlawful harassment or discrimination.
l. Possession of dangerous or unauthorized materials, such as firearms, in the workplace.
m. Excessive absenteeism or absence without notice.
n. Unauthorized absence from work station during the work day.
o. The Following Actions are Strictly Prohibited on Company Property
p. Alcohol, illegal drugs or controlled substances are prohibited
q. Use of alcohol, illegal drugs or controlled substances is prohibited on the practice property.
r. Possession, use, or being under the influence of alcohol or an illegal drug or controlled substance while on the job.
s. Driving a company vehicle or your own vehicle for a company related purpose while under the influence of alcohol or an illegal drug or controlled substance.

S. Violence Prohibited

1. Workplace violence is any intentional conduct sufficiently severe, offensive or intimidating to cause an individual or group to reasonably fear for their personal safety or the safety of their family, friends and/or property.
2. Acts or threats of physical violence, including intimidation, harassment and/or coercion, which involve or affect the company or its employees or which occur on company property or during work hours will not be tolerated.
3. This prohibition against threats and acts of violence applies to all persons involved in the operation of the company, including company personnel, contract and temporary workers and anyone else on company property.
4. Violations of this policy, by individual(s) on company property, by individual(s) acting as a representative of the company while off company property, or by individual(s) acting off company property when his or her actions affect the business interests of the company, will lead to disciplinary and/or legal action, as appropriate.
5. Any person who engages in a threat or violent action on company property may be removed from the premises as quickly as safety permits and may be required, at the company's discretion, to remain off company premises pending the outcome of an investigation into the incident.
6. When threats are made or acts of violence are committed by a company employee, a judgment will be made by the company as to what actions are appropriate, including possible medical evaluation and/or possible disciplinary action.
7. In order to enforce this policy, the company reserves the right to conduct searches of company property and to implement other measures necessary to deter and detect abuse of this policy.

T. Random Drug Testing

The company may at any time, randomly perform drug testing of an employee. Refusal to be tested will result in immediate dismissal per the “at will” right to terminate employment.
Pediatric Junction Employee Handbook
Updated - June 18, 2015

U. Unacceptable workplace conduct does not in any way alter the company’s policy of employment “at will.”

V. Off-Duty Conduct and Conflicts Of Interest
1. Personal conduct - Employees are expected to conduct their personal affairs in a manner which does not adversely affect the company’s integrity, reputation or credibility.
2. Illegal off-duty conduct - Any conduct on the part of an employee which constitutes an indictment for illegal activity will not be tolerated. A conviction is not required for dismissal.
3. Any conduct in conflict with the enterprise related interests of the company and which could constitute a material and substantial disruption of the company’s operation is strictly prohibited.
4. Social media
   a. Employees are expected to use social media such as, but not limited to, Facebook and Twitter in such a manner that is respectful of company, co-workers, suppliers, and patients, including families.
   b. Comments that are posted in a threatening manner, critical of company or co-workers, or presenting behavior contrary to the company’s safety or educational policies will be grounds for disciplinary action, including immediate dismissal.
5. Safety standards as taught to our patients and families as part of wise healthcare and must be followed by all employees. Examples are safety helmets, age appropriate seating in vehicles, and no texting while driving a vehicle.
6. The company also considers the arrest or ticketing for “driving while intoxicated” in any situation to be contrary to the best interest of the company and will result in disciplinary action, including immediate dismissal.
7. Violation of the above rules and standards of conduct will not be tolerated and will be grounds for disciplinary action up to and including termination. The company may also bring the matter to the attention of appropriate law enforcement authorities.
8. Compliance with Laws
   a. Violation of a law, rule or regulation deemed by the company to be adverse to the interests of the company. Omission of any material facts in the application process or during employment may result in disciplinary action up to and including immediate termination of employment.
   b. Employees are required to notify the chief executive officer or his/her designated agents if they are charged with any felony. Failure to do so will result in disciplinary action.
   c. An employee’s illegal sale or possession of any drug or controlled substance while on or off company property will not be tolerated.

W. Temporary and Permanent Restraining Orders
1. Any employee obtaining a protective or restraining order which list a company location as a protected area must provide to the company a copy of the order.
2. Such information will be kept confidential to the extent possible without compromising the safety and security of company employees and the company.

X. Punctuality and Attendance
1. Employees are to report to work every day as scheduled, on time, and prepared to start work.
2. Employees are expected to remain at the work place for their entire work schedule except for meal periods, excused by supervisor or when required to leave on authorized company business.
3. If you are unable to report for work on any scheduled work day, you must call the office or a supervisor’s cell phone at least one hour before the time you are scheduled to begin working; text messaging and voice mail are not considered acceptable alternatives.

4. Employees must also inform their supervisor of the expected duration of any absence. When circumstances for consecutive absences occur, you must call in on every day you are scheduled to work and will not report to work. You may with a doctor’s concurrence arrange a certain number of days absent.

5. A doctor’s okay to return to work is required in writing after a two day absence unless authorized by your supervisor.

6. Excessive absenteeism or tardiness, excused or not, will not be tolerated.
   a. Tardiness of an hour or less, 3 times in a month will result in a loss of a minimum ½ day of hourly wages.
   b. Tardiness in excess of one hour may be considered a loss of hourly wages to the next highest hours (example: 1 ½ hour tardiness will be charged 2 hours).
   c. If you fail to report for work without any notification to your supervisor and your absence continues for a period of three days, the company will consider that you have abandoned your employment and have voluntarily terminated.

Y. Confidential Information

1. Information about the company, its employees, customers, suppliers and vendors is to be kept confidential and divulged only to individuals within the company with a need to receive, and authorized to receive, such information. If in doubt as to whether information should be divulged, err in favor of not divulging information and discuss the situation with your supervisor.

2. All records and files maintained by the company, in whatever form, are confidential and remain the property of the company.

3. Records and files are not to be disclosed to any outside party in any manner without the express permission of the chief executive officer.

4. Confidential information may not be removed from the company premises without express written authorization.

5. Employees will be required to enter into a written confidentiality agreement as a condition of employment or continued employment.

Z. Information Systems and Electronic Resources

1. The company’s information systems and electronic resources, are provided by the company for its use, only. Items of the company may be reviewed and monitored.

2. If, during the course of your employment, you perform or transmit work on the company’s computers or other technical resources, your work may be subject to the review of others.

3. Installing or downloading any software on to any computer without permission is absolutely prohibited. Such programs can install “spyware” which compromises our security and presents other serious problems.

4. The use of the company’s information systems in any manner that may be disruptive, offensive to others or harmful to morale is specifically prohibited, including but not limited to the display or transmission of sexually explicit images, messages and cartoons, as well as the use of any ethnic slurs or communication that may be construed as harassment or disparagement of others. Such transmissions may be grounds for disciplinary action, up to and including termination.
5. The use of the company’s information systems to solicit or proselytize others for commercial ventures, religious or political causes, outside organizations or other non-job related solicitations is strictly forbidden and is grounds for disciplinary action, up to and including termination.

6. Searches of the company’s information systems may be conducted without advance notice in order to ensure that they are being used exclusively to facilitate transmittal of business related information.

7. The company may at any time in its sole discretion deny any employee access to sites or functions on any of its electronic or other communications equipment on a temporary or permanent basis.

AA. Dress Code

1. Employees are expected to dress neatly and in a manner consistent with the nature of the work performed.

2. Employees who report to work inappropriately dressed may be asked to leave without pay and return in acceptable attire.

3. Employees who have uniforms provided, must always be in the uniforms while performing scheduled work. The chief executive officer may allow special days for more casual attire.

4. Uniforms and office wear must be clean and not wrinkled.

5. Uniforms may be worn with fitted under shirts as long as they are an approved color.

6. Employees may not be dressed in a manner that while doing work related activities cleavage (front or rear) is exposed. Such dress is considered disrespectful and possibly offensive to some families or co-workers. When judging your dress, modesty should be the rule.

7. Jewelry which might become a possible safety hazard, disruptive to patient care, or a distraction must not be worn. The supervisor may ask you to remove certain jewelry.

8. No artificial fingernails or nail extenders are allowed on any employee who might have a reason to touch a patient. Clinical assessment has shown a higher bacteria risk with such nails.

9. Fingernails should be kept at a length of 0.25".

10. Use of colognes, perfumes, and other such items are forbidden in any clinical area.

11. Piercing jewelry is limited to ears, with no more than two sets.

12. Tattoos must not be visible when in the work place.

13. Newly applied approved tattoos or piercings must be covered by bandage if on any body area subject to blood pathogen contamination.

14. Hair color and appropriate styles are hard to define. So here are three guidelines. Color must be consistent with “normal” hair color, no colored stripes or such allowed (this is not referring to highlighting or other such hair styling when properly colored), and the style must not be distracting to patients or the administering of healthcare.

15. Long hair (pass shoulder length) must be pulled back to minimize interference with the administering of vaccines and other medical treatment.

BB. Company Holidays


2. We will be open and minimally staffed on all holidays except Christmas and Thanksgiving.

3. Holiday hours are not considered work hours and will not be considered in determining 1 ½ times pay. Hence if you work 40 or less hours, you will be paid the time worked plus the holiday.

4. Employees will be scheduled for one working holiday per year, except when necessary to provide adequate staffing for practitioners.
5. When a holiday occurs on a weekend, it will be observed as follows: if scheduled holiday is on Saturday, it will be observed on the Friday before; if scheduled holiday is on a Sunday, it will be observed on the Monday following the holiday.

6. Holiday pay will be forfeited if employee has an unexcused absence before or after the holiday.

7. Only full-time employees (after 90 days) are eligible for paid holidays.

8. Occasionally unscheduled holidays are provided. The company shall do so in as equitable manner as possible but is not bound to provide compensation, or equal compensation. Again the company cares for its employees and being equitable is always our desire.

9. Salaried employees normally scheduled for a work week day off will be expected to perform assigned tasks within remainder of week. They may be requested to forego scheduled day off.

CC. Unscheduled Company Shutdowns

1. Safety Precaution – Where there is an existing or predicted weather situation that may pose a risk to employees or patients, the company may shut down.

2. Company will make every effort to notify employees a minimum of one hour before shift but cannot be held responsible for inability to notify employee.

3. Cancellation of a shift due to safety concerns provides no hourly employee with any assurance of compensation, though the company will try to compensate in some manner; no compensation is guaranteed.

4. Hourly employees may use vacation for Safety Precaution Days (weather or facility hazard)

5. Cancellation of a shift due to safety concerns does not affect salaried compensation but work assignments are expected to be completed in spite of office closure.

6. Salaried employees may be requested to take vacation if shutdown is greater than one day.

7. Employees who normally have a weekday off, will forego those days, if the Safety Precaution Day does not occur on their scheduled day off.

8. Partial Day Shutdowns shall be paid to the next half day increment.

9. Example: less than ½ Shift shall be paid ½ Shift, greater than ½ Shift shall be paid full shift.

DD. Employee Leave

1. Hourly Vacation Leave
   a. Accumulation
      i. No Vacation – Hire date to 1st Anniversary
      ii. One week (40 hours) – 1st Anniversary to 3rd Anniversary
      iii. Two weeks (80 hours) – 3rd Anniversary to 5th Anniversary
      iv. Three weeks (120 hours) – 5th Anniversary to 10th Anniversary
      v. Four weeks (160 hours) – 10th Anniversary and Up
   b. Requirements
      i. Leave is leisure time off and considered a time of refreshing for the employee. It may not be used for illness.
      ii. No vacation leave is awarded until after first year
      iii. A minimum of one week, 40 hours, vacation must be taken per year. Employees are encouraged to schedule vacations up to the maximum available
   c. Vacation and sick leave cannot be taken consecutively unless authorized by a physician at the request of the company.
d. Vacation may be taken in conjunction with a holiday without penalty. Be sure and get preapproval before making any plans.

e. Vacation remaining at the end of anniversary year will be paid at 50% of the Anniversary wage rate, within thirty days of the employment anniversary

2. Hourly Sick Leave

a. Accumulation
   i. Three days (24 hours) – Hire date to 1st Anniversary.
   ii. 6 days (48 hours) – 1st Anniversary to 5th Anniversary.
   iii. 10 days (80 hours) – 5th Anniversary and up.
   iv. The company allows for saving sick leave beginning on the second anniversary of employment. This benefit permits employees to accumulate up to 24 days plus the current year. This provides an insurance for any extended or catastrophic illness.

b. Requirements
   i. Sick leave is only for personal and family illness, and may not be used for any other purpose.
   ii. Sick leave when over the allotted leave may require further inquiry including physician documentation, company investigation, and disciplinary action. There is no advancement of sick leave, although CEO may review circumstances.

c. Vacation and sick leave cannot be taken consecutively unless authorized by a physician at the request of the company.

3. Salary Vacation Leave

a. Accumulation
   i. No Vacation – Hire date to 1st Anniversary
   ii. Two weeks – 1st Anniversary to 3rd Anniversary
   iii. Three weeks – 3rd Anniversary to 5th Anniversary
   iv. Four weeks – 5th Anniversary and Up
   v. As long as a minimum of one week vacation has been taken, a salaried employee may bank (carry over) a maximum of two weeks per year up to twelve weeks accumulation

b. Requirements
   i. Leave is leisure time off and considered a time of refreshing for the employee. It may not be used for illness.
   ii. No vacation leave is awarded until after first year
   iii. A minimum of one week vacation must be taken per year. Employees are encouraged to schedule vacations up to the maximum available

c. Vacation and sick leave cannot be taken consecutively unless authorized by a physician at the request of the company.

d. Vacation may be taken in conjunction with a holiday without penalty. Be sure and get pre-approval before making any plans.

EE. Salary Sick Leave

1. Accumulation
   a. Five days (24 hours) – Hire date to 1st Anniversary
   b. 10 days – 1st Anniversary and up
c. The company allows for saving sick leave beginning on the second anniversary of employment. This benefit permits employees to accumulate up to 24 days plus the current year. This provides an insurance for any extended or catastrophic illness.

2. Requirements
   a. Sick leave is intended for personal and family illness. Employee may work from home if already set up for remote access and the work is approved by their supervisor
   b. Sick leave when over the allotted leave may require further inquiry including physician documentation, company investigation, and disciplinary action.

3. Vacation and sick leave cannot be taken consecutively unless authorized by a physician at the request of the company.

4. Scheduled Off Days - Salary
   *Employees must understand that weekly scheduled days off are not the property of the employee and can be cancelled or changed at any time as the company requires.*

FF. Maternity Leave
1. After one year of full-time employment, pregnancy occurring will receive 4 weeks of paid maternity leave.
2. Up to 4 additional weeks of time may be paid from sick pay and vacation pay or any leave still in effect.
3. Time beyond 8 weeks will not be paid and will require company approval for leave without pay (LWP)

GG. Bereavement Leave
1. Employees may take up to three paid days off upon the death of an immediate family member (spouse, parents, spousal parents, children, and grandparents), or a registered domestic partner. Pediatric Junction knows there are situations where a loss may be significant and not meet this criteria, so please discuss your needs with us.
2. The employee must provide advance notice to their immediate supervisor or management, when possible, of the need for leave
3. Documentation substantiating the need for leave may be requested.
4. If the death occurred where travel over 200 miles is required, the employee may take up to two (2) additional days of bereavement leave.
5. If additional time off is needed, the employee will require approval for leave without pay. The company is very respectful of times like this and the employee is encouraged to discuss with the Business Manager any special needs.

HH. Military Leave
1. Pediatric Junction is very proud of our military and will take steps to be as accommodating as possible.
2. Upon activation the company will release accumulated company leave including current year.

II. Family and Medical Leave Act (FMLA)
1. The company is not bound to the FMLA.
2. FMLA applies to any public or private employer with 50 or more employees.
3. The company shall use the policies and procedures Leave without Pay (LWP)
4. The company is very pro-family and will be as accommodating as possible
J. Jury Duty

1. Employees will receive wages during time of jury duty
2. Employees are expected to return to work place, if jury duty is partial day and reasonable time allows for a return to the work place.

KK. Voting Time Allowance

1. An employee may take off enough working time to vote.
2. Such time off shall be taken at the beginning or the end of the regular working shift.
3. The time taken off shall be a maximum of one hour.

LL. Leave without Pay (LWP)

1. A leave of absence is time allowed away from work, generally requested by an employee, to cover unusual circumstances occurring in the employee’s life.
2. The leave of absence is used when the employee’s time off from work is not covered under an employer’s existing benefits.
3. There is no law, state or federal, requiring an employer under 50 employees to grant a leave of absence to any employee.
4. It is important to request a leave in writing using the correct form as far in advance as possible
5. No assumption should be made by the employee as to approval
6. Keep in touch with your supervisor or the chief executive officer during your leave
7. Give prompt notice if there is any change in your return date.
8. You will not obtain other employment or apply for unemployment insurance while you are on a leave of absence.
9. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment at the company.
10. Pregnancy Disability shall be treated as Medical LWP
11. Medical LWP will require physician verification and clearance before returning to work.
12. An employee requiring LWP and upon approval may take up to a maximum of four months leave.
13. Benefits will continue during the four month period
14. Unless company authorized otherwise, the employee will be considered laid off after four months.
15. As an alternative, may transfer the employee to a part time position with the advice of their physician, if the transfer can be reasonably accommodated.
16. Disability leaves are without pay. However, employees may utilize accrued sick time and vacation as part of the approved leave.
17. All such payments will be coordinated with any state disability or other wage reimbursement benefits
18. At no time shall an employee receive a greater total payment than the employee’s regular salary.
19. The employee will, in most circumstances, be offered the same position held at the time of the leave or an equivalent position.
20. The company is not bound to guarantee the availability of a position following LWP
21. Any full-time employee, who is temporarily disabled and unable to work due to a temporary disability, will, upon request, be granted LWP for the period of his or her disability, subject to applicable law and provided that it does not present an undue hardship to the company.
22. The term “temporary medical disability” is defined pursuant to applicable law and as certified by a health care provider.
MM. Employee Retirement (this section is rewritten in Addendum 2)

1. An employee retirement entitlement shall be based on 10 years of continuous service with the company and having reached the age of 65 years.
2. The company 401k program provides each employee with the opportunity for retirement planning.
3. Hourly Retirement in addition to the 401k benefit, will receive full payment for all accumulated leave.
4. Salary Retirement in addition to the 401k benefit, will receive full payment for all accumulated vacation leave.

NN. Health Benefits.

Health Benefits shall remain as is until January 1, 2015. We are seeking to provide continuing health care for our employees beyond that date but are still investigating options. You will be advised as soon as possible, and redefined benefits will be added to the handbook.

OO. Business Expenses.

1. All reimbursable expenses must be pre-approved.
2. Reasonable expenses while traveling on company business include travel fares, accommodations, meals, tips, telephone and fax charges, entertainment of clients and purchases on behalf of the company. Local expenses include company purchases, taxi or public transportation fares when on company business and entertainment of clients.
3. When local driving is a part of the employee’s normal duties only the initial pre-approval is required. Employee should keep a mileage log and submit on the first of the month. Reimbursement is based on the internal revenue’s guidelines.
4. All expenses must be submitted via the required expense form and approved by the employee’s supervisor prior to submission for reimbursement.
5. Unreasonable or excessive expenses will not be reimbursed.
6. Any questions should be directed to the employee's supervisor prior to incurring an expense.

PP. Travel Expense

1. Travel expenses shall be the same for all employees except as noted for specific Salaried Grades.
2. Travel reimbursement is limited to employee only, unless spousal attendance is required via formally provided event information.
3. Travel shall be by means most suitable to the destination. In the event employee chooses other means, the cost reimbursed will be the lesser amount.
4. Air travel shall be Economy class, except when overseas or travel in excess of continuous 8 hours. Then flight shall be upgraded to Business Class or similar designation.
5. Lodging
   a. Lodging shall either be at the event location or reimbursed at the same rate.
   b. Where event is not at a place of lodging, the rate shall be per the US General Services Administration, http://www.gsa.gov/portal/content/104877 except as follows:
      c. Salaried Specialist – Reimbursement same as US GSA specification
      d. Salaried Managers – US GSA plus 25% reimbursable
      e. Salaried Professional – US GSA plus 35% reimbursable
6. Per Diem Expense (Meals, toiletries, and miscellaneous expense)
   Note all expenditures of a per diem basis must be supported by receipts and submitted with proper forms.

b. Salaried Level 4, Managers – US GSA plus 25% reimbursable

c. Salaried Level 5, Executive – US GSA plus 35% reimbursable

d. Salaried Level 6, Partner Level – US GSA plus 50% reimbursable.

QQ. Entertainment Expense

Entertainment expense shall be limited to medical professionals and companies sharing a common interest in pediatrics or medical practice management, supplies, and equipment. At no time may it include family members, unless the family member is an employee of the company.

RR. Company property and search policy

1. Lockers, desks, vehicles, and any other equipment furnished by the company, are company property and must be maintained according to company rules and regulations.

2. The company reserves the right to inspect all company property to insure compliance with its rules and regulations, without notice to the employee and/or in the employee’s absence.

3. Prior written authorization must be obtained before any company property may be removed from the premises.

4. All company property must be returned upon resignation or termination.

5. Security of company facilities as well as the welfare of our employees and customers requires that every individual be constantly alert to security risks. In this regard please note the following:

6. Immediately notify your supervisor of suspicious persons, or persons acting in a suspicious manner, in or around the facility.

7. Immediately notify a supervisor of the loss of keys, security passes or identification badges, or other critical company property.

8. All employees are expected to keep their work areas clean and organized. Common areas such as lunch rooms, locker rooms and restrooms should be kept clean by those using them.

9. Smoking or any other tobacco use is not allowed in any company facility or on the grounds of the company.

10. Employees are encouraged to not smoke

11. Clothing or other sources of tobacco odor are considered a second hand smoke risk to our patients and certainly offensive in many cases.

12. Employees may be dismissed for the time to leave the premises and remove source of odor.

SS. Highest possible level of safety

1. The health and safety of employees and others on company property are of critical concern to the company. We strive to attain the highest possible level of safety in all activities and operations. The company also intends to comply with all health and safety laws.

2. Personal injury, accident or illness must be reported

3. Any workplace injury, accident or illness must be reported to your supervisor as soon as possible, regardless of its severity. If medical attention is required immediately, supervisors will assist employees in medical care, after which the details of the injury or accident must be reported via a company incident report.
4. Patient or family member accident, injury, abnormal behavior, or treat error must be reported. Any incident involving a patient or family member must be reported to your supervisor as soon as possible, regardless of its severity.

5. If medical attention is required immediately, supervisors will assist employees in medical care, after which the details of the incident via a company incident report.

6. Supervisor may advise employee of disciplinary actions or need for additional training. An incident should always be reported and doesn’t necessarily result in disciplinary action.

TT. Employee Vaccinations

1. OSHA and Pediatric Junction vaccine requirements.
   a. Pediatric Junction is committed to providing a safe and healthy work environment for our entire staff and patients.
   b. The following immunizations are required for all employees.
   c. Employees are required to show proof of vaccination within 10 days of date of hire.
   d. In the event proof cannot be obtained, a signed vaccination awareness form will be accepted as validation of employee vaccines.
   e. The company will provide the immunizations as needed.
   f. REQUIRED IMMUNIZATIONS


UU. Conclusion

Many of the company policies and benefits have been treated only briefly in this handbook. If you have any questions or want more information, please ask the practice manager who will be glad to assist you.
Pediatric Junction Employee Handbook
Updated - June 18, 2015

V. Appendix

1. Revision 0 – September 10, 2012
   a. Original rewrite of entire previous issues.

2. Revision 1 – September 4, 2013
   a. Clerical editing and formatting throughout
   b. Page 10 - minimum hour full time designation changed from 32 to 30
   c. Page 24 – clarification of PTO
   d. . . . . . PTO is intended for personal time and sick time (added text for clarification)
   e. Requested PTO when it includes regularly scheduled days off must include the scheduled day off in the PTO request. Scheduled days off are set to allow the company needed flexibility and to take PTO creates a hardship upon the company planning. There is no exception to this rule. So PTO taken during a week where a scheduled day occurs negates the scheduled day off even if not adjacent to the day off. (Rewritten for clarification)
   f. Scheduling PTO days off in conjunction with a holiday require a supervisor approval and are generally not allowed before and after. Simply make request and company will try and be accommodating. (Rewritten for clarification)
   g. Page 29 – maternity benefits changed to require one year of service prior to pregnancy benefits of paid maternity leave. (Policy change)
   h. Page 29 . . . . Maternity leave in excess of six weeks (added for clarification)

3. Revision 2 – September 25, 2014
   a. Reading format simplified for better understanding
   b. Retirement age changed from 50 years of age to 65.
   c. Leave rules have been changed
   d. Employees are encouraged to read Leave sections.
   e. Health benefits are scheduled for change January 1, 2015

Handbook and Revisions 0, 1 and 2 are approved as written:

WWM/practice manager- September 25, 2014
The following is added to the Revision 2 dated September 25, 2014. The document as originally released remains intact.

1. Medical coverage has been changed effective December 1, 2014 to a new plan. The company pays 65% of employee’s individual coverage for enrolled employees. Insurance for other family members is available at the employee’s expense. Coverage is regulated by the federal government and is non-discriminatory as required. The plan per today’s regulations is a compliant program. (See Handbook AA)

2. Handbook Section X has been clarified to distinguish between vacation leave and sick leave. Leave has two distinct types, vacation leave and sick leave.

3. Vacation leave is considered the property of the employee and is awarded as specified in this handbook.

4. Sick leave is provided to the employee as a service to the employee and is only valid when an active employee of the company and in agreement with the specifications of the handbook. No employee ownership exist and beyond specified accumulation, leave is cancelled when not in use. Abuse of the sick leave will not be tolerated and may result in disciplinary action.

5. The salaried sick leave accumulation has been changed to agree with hourly.

6. Travel Restrictions

7. Due to health risks to our employees and patients a regulation regarding travel to foreign countries has been implemented. All employees must report any planned foreign travel including Mexico prior to departure. Travel is prohibited to any areas either closed or consider high risk by the CDC. Employee will sign an agreement with company specifying planned destination, dates of stay, and that CDC has been reviewed for conditions. Employee must report to HR before returning to work station.

8. No smoking policy is for all PJ properties including grounds and is intended for employees, employee families, patient families and guests.

Addendum to Handbook 2 is approved as written:

WWM/practice manager- February 20, 2015
XX. Addendum 2—March 31, 2015 (see addendum 3 dated June 17 for rewrite)

1. The following is added to the Pediatric Junction Handbook Revision 2, dated September 25, 2014. The document as originally released remains intact, except for Addendum 1 and the changes noted below as addendum 2.

2. Z. Employee Retirement (this section is rewrite of Section Z. Retirement of Practice Handbook dated September 25, 2014 to more fully explain.)

3. Salaried Retirement Entitlement

4. An employee’s normal retirement entitlement shall be based on 10 years of continuous service with the company and having reached the age of 65 years.

5. The company may, at its discretion, award retirement benefits after 10 years of service and age of 55 years.

6. The company may waive the requirement for 10 years of service for retiree’s after they have passed the age of 65 years.

7. There is no pro-rated benefit for partial service.

8. Salaried Retirement Benefit

9. The retirement benefits, other than the employees 401k, is limited to the banked vacation pay up to 12 weeks plus the vacation leave balance earned on last anniversary date.

10. Generally the amount would not exceed 16 weeks

11. There is no survivor’s retirement benefit, except personal 401k.

12. Salaried Retirement Payments of Benefits

13. Retirement amounts shall be paid in monthly installments over a period of 12 months beginning with the first pay period of the month following retirement. Subsequent payments shall be on the first pay period of following months. Total payments will be twelve.

14. Example of payment is 12 weeks of banked vacation plus 4 earned on last anniversary (none has been taken). Rate of pay is $50,000 per year.

15. Example = $50,000/52 weeks multiplied by 16 weeks = $15,384.62 Retirement Due

16. Twelve Payments = $15,384.62 divided by 12 payments = $1,282.05

17. Hourly Retiree will receive full payment for any vacation leave due. Payment will be on the pay period following retirement.

18. The company 401k program provides employee with the opportunity for retirement planning

Addendum to Handbook 2 is approved as written:

WWM/practice manager- March 31, 2015
The following is added to the Pediatric Junction Handbook Revision 2, dated September 25, 2014. The document as originally released remains intact, except for Addendum 1, and the changes noted below as Addendum 3. At the direction of the CPA and to provide clarification between the 401(k) funds and the Vacation Leave benefit, the following information is provided which includes a rewrite of Addendum 2.

1. Employee Leave
   a. Hourly Vacation Leave
      i. Requirements
      ii. Following 10 years of service and age 55. The employee shall be paid all vacation leave available at the time of termination. The payment shall be paid over the 4 pay periods following the last active pay period.
   b. Salaried Vacation Leave
      i. Requirements
      ii. Following 9 years of service and age 55. The employee shall be paid all vacation leave available at the time of termination. The payment shall be paid over the 26 pay periods following the last active pay period.

2. Employee Retirement (this section is rewrite of Section 2. Retirement of Practice Handbook dated September 25, 2014 to more fully explain,)
   a. Salaried Retirement Entitlement
      An employee’s normal retirement shall be based on 10 years of continuous service with the company and having reached the age of 55 years.
   b. Salaried Retirement Benefit
      i. The retirement benefits are limited to the proceeds of their personal 401(k) accounts.
      ii. There is no survivor’s retirement benefit, except personal 401k.
      iii. The company 401k program provides employee with the opportunity for retirement planning

Addendum 3 to Handbook 2 is approved as written:
WWM/practice manager- June 18, 2015