

Mt. Juliet Family Care & Walk-In Clinic, LLC



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“Affiliated Company”
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Employee Handbook

Updated 1/1/2015

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Mt. Juliet Family Care & Walk-In Clinic, LLC

Employee Handbook

Section 1- Introduction

Mt. Juliet Family Care & Walk-In Clinic, LLC and Affiliated Companies are referred to in this document as "MJFC".

The term "Affiliated Companies" means any and all companies and/or other entities which, either directly or indirectly, either in whole or in part, own, manage, and/or are managed by MJFC, and any and all companies and/or other entities which, either directly or indirectly, either in whole or in part, are related to MJFC as a result of common ownership, and/or common control and/or common management.

PURPOSE OF THIS HANDBOOK

This handbook is designed as a general guide to policies, benefits, and rules and regulations applicable to our employees. It is the responsibility of each employee to read and understand the policies set forth in this handbook. Compliance with these policies are a condition of employment and that violation of these policies will subject the employee to disciplinary action up to and including termination. These policies may be amended and changed at any time by MJFC, and such changes and amendments will apply to each employee's job as conditions of employment.

Section 2- General Employment Information

CUSTOMER SERVICE

At My Office I will.....

Greet Every Customer - I will smile, make eye contact and welcome every customer to My Office.

Be Friendly - I will be pleasant and friendly and treat every customer and co-worker like my family with dignity, respect and kindness.

Show Pride - I am proud of my professional appearance, language, attitude and behavior.

Say "Yes" - I have the authority at My Office to use my best judgment in making customers happy....no matter what it takes.

Make Them Happy - I will exceed my customer's expectations when solving problems, without making excuses or placing blame.

CATEGORIES OF EMPLOYMENT

MJFC has two categories of employment:

1. Full-Time
Employees who are regularly scheduled for 34 or more hours per week are full-time. Full time employees are eligible to participate in all employee benefits offered by MJFC
2. Part-time
Employees who are temporary, seasonal, or who are regularly scheduled for less than 34 hours per week.

PROBATIONARY PERIOD

Newly hired personnel are considered to be in a probationary period of employment during their first (90) ninety calendar days of employment. During this period, your performance will be evaluated to ensure that you are able to perform the duties of your position. If, during this time, it is determined that your conduct or performance is not acceptable, you may be terminated without prior notice.

At the same time, you should use the conditional period to evaluate your satisfaction with all aspects on your job. If you conclude that the job does not meet your needs, you may resign at any time without the normal two weeks notice.

Management may extend your probationary period for an additional period if your performance does not meet the job requirements at the end of the initial ninety-day period.

AGE

Candidates for full time employment must have reached their eighteenth birthday. Under the limits of federal and state law, persons between age sixteen and eighteen may be considered for limited employment.

TERMINATION OF EMPLOYMENT

Employment at MJFC is based on mutual consent and is not of a contractual nature. Either the employer or the employee may terminate employment at anytime. MJFC request that all staff give a minimum of two weeks notice prior to terminating employment and Managers and Nurse Practitioners give a minimum of 30 days notice prior to terminating employment. Failure to offer the appropriate notice may result in an adverse re-hiring decision. Termination by MJFC may be immediate with no requirement of notice, or reason for termination.

RETIREMENT BENEFIT

Employees are eligible to participate in the company sponsored retirement plan after 1 year of employment and \$5,000.00 in earnings.

PAYROLL

Payroll is issued every other week. The biweekly payday is normally scheduled on the first Friday following the associated pay period end date.

Section 3- Company Policies

EQUAL EMPLOYMENT OPPORTUNITY

MJFC is an Equal Employment Opportunity employer. We recruit, hire, train, promote, and make every effort to provide fair and equal treatment on the basis of merit. We pledge to treat all employees fairly without regard to race, color, religion, sex, pregnancy, national origin, ancestry, age, marital status, veteran status, disability, handicap, or any other protected status.

If you have any questions or issues about fair treatment, talk with your supervisor. You are welcomed to discuss any questions thoughts, and/or suggestions about our operations. See the company's "Open Door Policy" in this section.

SMOKE FREE WORKPLACE

MJFC is a non-smoking facility. Employees, students and volunteers are to refrain from smoking on the premises.

DRUG FREE WORKPLACE

MJFC prohibits the following actions at all times on company property and/or while performing your job off site:

- selling, buying, transferring, processing, and/or using alcohol, drugs or controlled substances
- reporting to work or performing company business under the influence of alcohol, drugs, or controlled substances (This includes driving company owned or leased vehicles)

MJFC shall have the right to request substance abuse testing for any reason not expressly prohibited by Federal, State or City law. These reasons to test shall include but are not limited to Pre-Employment, Post Accident, Reasonable Suspicion/Cause, Random, Return-to-Duty and Follow Up. A positive test result under any of the aforementioned circumstances may result in immediate termination of employment.

If an employee fails to cooperate with this policy, he or she may be subject to corrective action, up to and including immediate termination.

If your health care provider has prescribed medication that may alter your physical and/or mental ability, you must notify your supervisor. If you believe you have a drug or alcohol problem, we encourage you to get help. MJFC will handle all related discussions or referrals for treatment with strictest confidentiality. If you enter an alcohol or drug rehabilitation program voluntarily and request a leave of absence to do so, MJFC will make every reasonable effort to grant the leave.

However, participation in an alcohol or drug rehabilitation program will not excuse employee from their obligations to perform their jobs or insulate them from disciplinary action or discharge.

HARASSMENT

As outlined in the Equal Employment Opportunity policy in this section, MJFC provides a work environment that is intended to be free of discrimination and unlawful harassment. We will not tolerate actions, words, jokes, or comments about an individual's sex, race, ethnic origin, age, or religion (or any other legally protected characteristic). Sexual harassment, whether it is a direct action or suggestion, or a subtle comment or joke, is strictly prohibited.

With respect to sexual harassment, the company prohibits the following:

1. Unwelcome sexual advances; requests for sexual favors; and all other verbal or physical conduct of a sexual or otherwise offensive nature, including but not limited to where:
 - a. Submission to such conduct is made either explicitly or implicitly a term or condition of employment.
 - b. Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
 - c. Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive work environment.
2. Offensive comments, jokes innuendoes and other sexually oriented statements. Each member of management is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Every employee is responsible for respecting the rights of his or her coworkers.

If you experience what you believe to be job-related harassment based on your sex, race, nation origin, disability, or another factor, or if you believe you have been treated in an unlawful, discriminatory manner, you should promptly

report the incident to your supervisor, who will investigate the matter and take appropriate action, including reporting it to company management. If you believe it would be inappropriate to discuss the matter with your supervisor, you may pass your supervisor and report it directly to another member of company management, who will take appropriate steps to investigate your complaint. Your complaint will be kept confidential to the maximum extent possible.

If MJFC determines that an employee is guilty of harassing another individual, appropriate disciplinary actions will be taken against the offending employee, up to and including termination of employment. MJFC prohibits any form of retaliation against any employee for filing a bona fide complaint under this policy or for assisting in a complaint investigation. However, if, after investigating any complaint of harassment or unlawful discrimination, the company determines that the complaint is not bona fide or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information.

PERSONAL APPEARANCE

Except for positions that are provided company sponsored uniforms, MJFC does not have a formal dress policy and prefer to rely on every employee's good judgment to dress appropriately for the job he or she is performing with the expectation that there may be client contact at any time and without prior notice. Street clothes such as T-shirts, hoodies, etc... are not accepted professional attire when engaged in patient care. Employees that are provided uniforms must wear uniforms while at work and engaged in their normal work responsibilities. All employees must present a neat, well-groomed appearance and a courteous disposition. Tattoos are to be covered by clothing at all times. Excessive jewelry is not appropriate and body piercing or body jewelry should not be visible with the exception of modest earrings. Employees who report to work with unacceptable attire may be requested to leave work and return in acceptable attire. Such time off from work will generally be without pay. Employees who fail to observe these standards will be subject to disciplinary actions, up to and including termination. Company Sponsored uniforms shall be returned to MJFC within 7 days of termination of employment. Employee may be charged a uniform replacement fee of \$150.00 to be withheld from the last paycheck if uniforms are not returned or if the uniform is less than 6 months old and is not in "like new" condition upon return.

OPEN DOOR POLICY

MJFC is committed to keeping you fully informed of policies and procedures affecting your employment. Management will provide every opportunity for you to express opinions, to discuss complaints and misunderstandings, and to seek information on matters affecting your job.

You may use the following open door process for presenting and resolving your concerns and questions without fearing retribution or prejudice:

1. Address the matter with your immediate supervisor
2. If you are not entirely satisfied with your immediate supervisor's solution, or if you believe it would be inappropriate to discuss the matter with your supervisor, you are encouraged to submit your questions or concerns to the practice manager.

NONDISCRIMINATION AGAINST AND ACCOMODATION OF INDIVIDUALS WITH DISABILITIES

The Americans with Disabilities Act ("ADA") was enacted in 1992 to ensure that disabled individuals who are qualified to perform a job are not discriminated against in any area of employment including hiring, testing, promotion, compensation, benefits, and termination because of their disabilities.

MJFC abides by the ADA guidelines by providing for nondiscrimination in employment against qualified individuals with disabilities or handicaps and providing reasonable accommodation for such individuals in accordance with these laws. It is MJFC policy to, without limitation:

1. Ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner in the pre-employment process and those employees with disabilities are treated in a nondiscriminatory manner in all terms, conditions and privileges of employment.
2. Administer medical examinations to applicants only after conditional offers of employment have been extended: and to employee when MJFC determines such examinations are necessary to establish whether particular employees are able to perform the essential functions of their jobs, with or without reasonable accommodation, without posing a threat to the safety of themselves or others, or when otherwise justified by business necessity.
3. Keep all medical- related information confidential in accordance with the requirements of the ADA and retain such information in separate confidential files.
4. Provide applicants and employees who are qualified individuals with disabilities under the ADA with reasonable accommodations that will permit them to perform the essentials functions of their jobs, except where such accommodations would create an undue hardship on MJFC.
5. Notify individuals with disabilities that MJFC provides reasonable accommodation to qualified individuals with disabilities, by including this policy in the MJFC Employee Handbook and by posting the Equal Employment Opportunity Commission's poster on discrimination against individual with disabilities and other protected groups conspicuously on MJFC premises.

Qualified individuals with disabilities may make a request for reasonable accommodation to their supervisor or the management of MJFC. On receipt of an accommodation requested, a designated representative of MJFC will meet with the requesting individual to discuss and identify the precise limitations resulting from the disability and the potential accommodation that needs to be made to help overcome those limitations. MJFC will determine the feasibility of the requested accommodation, considering various factor, including, but not limited to, the nature and cost of the accommodation, the availability of tax credits and deduction, outside funding, overall financial resources and organization, and the accommodation's impact on the company's operation, including its impact on the ability of others employees to perform their duties and the company's ability to conduct business.

If you have any questions regarding disabilities or job accommodations, contact your immediate supervisor.

CONFIDENTIALITY

MJFC is committed to respecting the privacy of patients as well as your co-workers. Employee's income, personal, and similar information is strictly confidential and is to be shared only with management.

Employees understand and acknowledge that during Employee's employment with the MJFC, the Employee shall have access to certain confidential information, including patient, personnel and other MJFC-related information.

Employees understand and acknowledge that all patients and MJFC-related information is of a confidential nature and MJFC is obligated to protect and confine the use of such information and that MJFC may be irreparably harmed should such information be disclosed to competitors or other third parties not employed by MJFC.

Employees understand and acknowledge that that the Employee holds a fiduciary relationship, capacity, and duty with respect to his/her employment with MJFC and agrees that Employee will not reveal, communicate, or divulge during Employee's employment by MJFC or thereafter to any person, corporation, or other entity, any information, knowledge, data, or records, whether written or otherwise, of whatsoever kind or nature not generally available to the public, including but not limited to any information which relates to patient information, MJFC's operations, policies or procedures, personnel matters including salary and hourly wage, financial information, contracts, or other information or documents of a confidential nature relating to the ownership or operation of MJFC or concerning any officer, director, employee, or agent of MJFC.

Employees will not, except for MJFC use, copy, duplicate, transcribe, or in any way reproduce any MJFC documents or objects or remove them from MJFC's offices or facilities nor use any information concerning them except for MJFC's sole benefit, either during his/her employment or thereafter.

Employees will immediately deliver to MJFC all of the aforementioned documents and objects that may be in the Employee's possession or control upon the termination of Employee's employment or at any time upon the MJFC's request, together with Employee's signed statement of compliance with respect to delivery of all such documents and other related information.

Employees understand and acknowledge that irreparable injury will result to MJFC in the event of a breach or threat of breach of any provision(s) of this acknowledgment. Therefore, the Employee agrees that in the event of a breach or threat of breach of any provision(s) of this acknowledgment, MJFC shall be entitled to, in addition to immediate termination, an injunction to restrain any such breach or threat of breach by the Employee and all persons acting for and/or in concert with Employee. If any dispute(s) arises between MJFC and the Employee with respect to any matter which is the subject of this acknowledgment, MJFC, upon prevailing in such dispute, shall be entitled to recover from the Employee all MJFC's costs and expenses including its reasonable attorneys' fees. The Employee's obligations and agreements set forth in this acknowledgment shall survive any termination, for whatsoever reason.

Certain other non-work related issues are also inappropriate to be shared in the workplace, and you are advised to use discretion in such matters to ensure a professional work environment.

TECHNOLOGY POLICY

MJFC email, computer, internet, wireless communication and voice mail systems are company property. Anything you create or load on the systems becomes MJFC property. These systems are in place to facilitate employees' ability to efficiently and productively do their job. To that end, these systems are solely for business purposes.

MJFC reserves the right to, intercept, access, monitor, search, copy, review and download any communications or files employees receive, create or maintain on these systems, at any time, without prior notice. MJFC further reserves the right to disclose any such communications or files to others in our discretion. Employees have no right to expectation of privacy in such communications or files even if employees are permitted to have a password to review such employee's files or communications without permission from the management. Employees are not permitted to change their own password or access code without permission from who ever keeps a list of all passwords and access codes.

When using the internet, do not send materials of a sensitive nature or which constitute confidential information unless the information is appropriately encrypted to prevent interception by third parties. Treat all communications, particularly of a confidential nature, just as you would if they were in written, "Memo" form. Do not access "confidential information" that you are not authorized to see. Information on the internet may be protected by copyright law. Employees should not use office computers for personal use without prior approval from office manager.

Communications and use of email, computer, internet, wireless communication and voice mail systems will be held to the same standard as all other business communications, including compliance with anti-discrimination and anti-harassment policies. MJFC expect employees to use good judgment in the use of our systems. The practice manager should be notified of unsolicited, offensive materials received by any employee on any of these systems. Employees consent to and compliance with the Technology Acceptable Use Policy is a term and condition of employment. Failure to abide by this policy or to consent to any interception, accessing, monitoring, searching, copying, reviewing, and downloading of any communications or files is grounds for discipline, up to and including termination.

CORRECTIVE ACTION POLICY

MJFC maintains a progressive discipline policy as a means for ensuring that all workers are treated fairly and consistently when job performance problems arise or when violations of our policies occur. Although employment with MJFC is based on mutual consent and both the employee and the Company have the right to terminate employment at will, with or without cause or advance notice, MJFC may use progressive discipline at its discretion.

1. Verbal warning that the worker's performance or actions are unacceptable
2. Written warning that places the worker on probationary status
3. Termination of employment.

Depending on the seriousness of the infraction as determined by management discretion, one or all of the steps of this process may be skipped and employee may move to immediate termination.

Section 4- Time Away From Work

HOLIDAYS

Full-time employees will be paid either 4 or 8 hrs on all company observed holidays in which the employee was scheduled to work on the day of the observed holiday once they have completed the ninety-day probationary period. Part-time and supplemental employees are paid for holidays on which they actually work. The amount of holiday pay will equal the level for which the employee is being paid at the time of the holiday.

Scheduled Holidays are:

- New Year's Day
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

1. Full-time employees are eligible for holiday pay immediately upon satisfactory completion of your probationary employment.
2. Employees are not paid holiday pay while on unpaid leave.
3. Holiday pay will not be paid if the employee has an unscheduled work absence for any reason the shift before or after the holiday or has unpaid leave the day before or after the holiday.

Scheduled off Non-Holidays:

- Friday after Thanksgiving

1. This is a non-paid day off. Unless otherwise requested, available PTO will be applied.

PTO Time

MFJC's PTO progressively increases. PTO is unearned and provided to full-time employees by MJFC.

The following policies shall be observed regarding the accrual and usage of PTO. Vacation and Sick time will be paid as PTO.

Anniversary	PTO	PTO per Pay Period
90 Days	5 days/40 hours	@1.54
1 st Year	10 days/80 hours	@3.08
3 rd Year	12 days/96 hours	@3.69
5 th Year	15 days/120 hours	@4.62
10 th Year	17 days/136 hours	@5.23
15 th Year	20 days/160 hours	@6.15

1. PTO is used to offset lost wages for scheduled leave or sick time. PTO time may be requested and reviewed by manager for unscheduled leave.
2. During the first year of employment, PTO is only taken as it is accrued.
3. PTO increases are effective on the hire anniversary date.
4. Any unused PTO will carry over to the next calendar year at a maximum of 40 hrs carried over.
5. If PTO is used prior to actual accrual rate listed above and the position is terminated whether voluntary or involuntary, that PTO will be subtracted from final paycheck.
6. Once PTO is exhausted, no requested time off will be approved for the remainder of the year and unscheduled time off will be limited to 3 days.
7. Vacation request will only be considered if the request is made in writing, to the Practice Manager, on an approved vacation request form at least 2 weeks prior to requested vacation time.
8. The Practice Manager must be notified of any anticipated unscheduled time away from work immediately upon determination that employee will not be at work. No-call No-show may be grounds for immediate termination. Leaving work, other than for scheduled breaks, during work hours without a supervisor's approval may be grounds for immediate termination.
9. Vacation time, in units of not less than four hours, may be used at any time during the year with written prior approval by your supervisor. Employees will use 8 hrs of PTO for any scheduled vacation day in which the employee does not work at least 4 hrs on that day. If an employee works at least 4 hrs on the day of vacation the employee will use 4 hrs of PTO.
10. Sick time, in units of not less than four hours, may be used at any time during the year. Employees will use 8 hrs of PTO for a sick day in which the employee does not work at least 4 hrs on that day. If an employee works at least 4 hrs on the day of sick leave, the employee will use 4 hrs or PTO. A medical excuse may be required to excuse a sick day and a medical release may be required for any sick leave greater than 3 shifts in a row.
11. If a holiday falls within your scheduled PTO time, you will be given holiday pay rather than charged with a PTO day.
12. PTO time is not accrued while on leave without pay.

13. Time away from work that exceeds available PTO time or due to disciplinary action will be considered "unpaid leave". Unpaid leave should be limited to 3 occurrences per year. Benefits including holiday pay are not accrued or paid while on unpaid leave. Employees will be responsible for the cost of employer-covered benefits paid by employer on behalf of employee while on unpaid leave.
14. Holiday or Unscheduled time off will not be paid as PTO within 2 weeks of termination date. Unused PTO time is not paid out at termination.

BEREAVEMENT LEAVE

Employees who need to take time off due to the death of an immediate family member should notify their supervisor immediately. In the event of the death of an immediate family member, employee are eligible for up to two (2) days (16 hrs) of paid funeral leave, provided they have completed their initial ninety-day waiting period. Employees may, with their supervisor's approval, use available PTO for additional time off as necessary.

For purposes of bereavement leave, immediate family members is defined as: husband or wife, or father, mother, son, daughter, brother, sister, grandmother, grandfather, and grandchildren of employee or employee's spouse.

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I, _____ have been provided access to an electronic or paper copy of the MJFC/CVFC Employee Handbook and have read it in its entirety. I understand that acceptance and adherence to the policies set forth in the Employee Handbook are required for employment.

Employee Signature: _____

Date: _____